



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

**Vice Mayor George V. Lob
Councilman Billy Bain**

**Councilman Michael Windrem
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, April 14, 2014 – 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: Students from Miami Springs Elementary School will lead the audience in the Pledge of Allegiance and Salute to the Flag
3. **Awards & Presentations:**
 - A) Certificate of Sincere Appreciation to Linda A. Bosque in Recognition of 32 Years of Dedicated Service to the City of Miami Springs
 - B) April Yard of the Month – Aida Vega – 1070 Ibis Avenue
 - C) First Tee Presentation
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) 03-24-2014 – Regular Meeting
 - B) 03-31-2014 – Special Meeting
6. **Reports from Boards & Commissions:**
 - A) 03-18-2014 – Education Advisory Board – Minutes
 - B) 04-01-2014 – Code Enforcement Board – Minutes

- C) 04-03-2014 – Architectural Review Board – Minutes
 - D) 04-07-2014 – Board of Adjustment – Approval of Actions Taken at their Meeting of April 7, 2014, Subject to the 10-day Appeal Period
7. Public Hearings: None
8. Consent Agenda: (Funded and/or Budgeted)
- A) Approval of City Attorney’s Invoice for March 2014 in the Amount of \$14,283.00, as Funds were Approved in the FY 13/14 Budget
 - B) Approval of Invoice from Miami Springs FOP Lodge No. 11, in the Amount of \$2,000.00, for the City Sponsorship of the 8th Annual Charles B. Stafford Memorial Golf Tournament, as Funds were Approved in the FY 13/14 Budget under Council Promotions
 - C) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$15,000.00 to Firepower Displays Unlimited, LLC for the Purchase of the 4th of July Fireworks Display, Pursuant to Section 31.11 (E) (6) (g) of the City Code
9. Old Business:
- A) Appointments to Advisory Boards by the Mayor and Council Members
 - B) Coach Background Clearance Expense Billing (deferred from 3-24-14)
 - C) Determination of Inclusion of Leadership in Energy and Environmental Design (LEED) Accreditation in the Amount of Approximately \$51,000 Out-of-Pocket Cost Plus Potentially \$350,000 in “Soft” Dollar Costs Potentially Recoverable in Future Years (deferred from 3-24-14)
 - D) Recommendation that Council Approve the Guaranteed Energy, Water and Wastewater Performance Contract with BGA, Inc., a ConEdison Solutions Company for the installation and completion of the Energy Conservation Measures (ECM’s)
10. New Business:
- A) Resolution No. 2014-_____ - A Resolution of the City Council of the City of Miami Springs Providing for the Third Amendment to the FY 2013-2014 Budget; by Amending the General Fund Budget to Increase the Stormwater Account, Reduce the City Clerk, Finance-Professional Services, Planning, Building, Zoning and Code Enforcement, and Public Works Accounts, and Increase the Charges and Services and City Reserve Accounts; Increasing Funding in the Road and Transportation Account of the Special Revenue and Capital Projects Fund Budget; Providing Intent; Specifying Compliance with Budgetary Processes and Procedures; Effective Date

- B) Resolution No. 2014-_____ - A Resolution of the City Council of the City of Miami Springs Canvassing Returns of the Miami Springs Special Election of April 8, 2014 and Declaring Results Thereof; Providing Certification of the Election Results from Miami-Dade Elections Department; Effective Date
- C) Recommendation that Council Waive the Competitive Bid Process and Authorize the Execution of a Contract in an Amount not to Exceed \$12,500, on an "As Needed Basis" to Dunlap and Associates for Financial Advisory Services, Pursuant to Section §31.11 (E)(6)(g) of the City Code

11. Other Business: None

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.



Certificate of Sincere Appreciation

Presented to

Linda A. Bosque

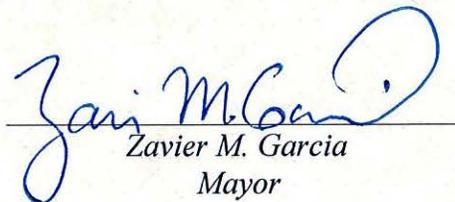
In Recognition of 32 Years of Dedicated Service to the

CITY OF MIAMI SPRINGS

From June 22, 1982 to April 30, 2014.

Presented this 14th day of April, 2014.

CITY OF MIAMI SPRINGS, FLORIDA


Zavier M. Garcia
Mayor

ATTEST:


Erika Gonzalez-Santamaria, CMC
City Clerk



CERTIFICATE OF RECOGNITION

Presented to

Aida Vega

Of

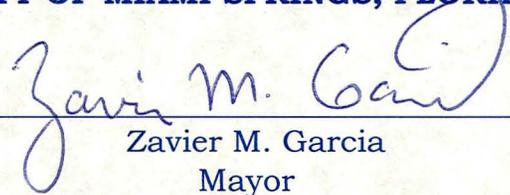
1070 Ibis Avenue

for her home being designated as

***“YARD OF THE MONTH”
APRIL 2014***

Presented this 14th day of April 2014.

CITY OF MIAMI SPRINGS, FLORIDA


Zavier M. Garcia
Mayor

ATTEST:


Erika Gonzalez-Santamaria, CMC
City Clerk

Ron Gorland

From: Ron Gorland
Sent: Wednesday, April 02, 2014 10:07 AM
To: Council
Cc: Charlie DeLucca (cdiiigolf@aol.com); Paul O'Dell; William Alonso; Jan Seiden; Omar Luna
Subject: First Tee Program

Mayor/Council, many of you are aware that we've been watching subject program for a number of years through Charlie DeLucca, Golf Director of the International (ex-Mel Rees) Golf Course, and his son, Charles III, who brought this program to their course with great success! I watched it grow from a grassy patch with a few students to a huge modern facility with the latest in academic and golf teaching equipment and processes. It is much more than a youth golf program with its main focus on academics and character building through golf, with amazing success. Based on the success that Charlie and his son have had with it, it's time for us to seriously consider bringing this program here, initially as an off-shoot of their program. No one is more enthusiastic than Charlie who will explain it to Council at our April 14th meeting. A number of key points to keep in mind when reviewing the brochure package I've placed in each of your mail:

- Paul O'Dell is solidly behind bringing the First Tee program to our course
- I've been assured by both Charlie and Paul that it will not cost the City anything, in fact it should be a major benefit to our course and community
- It's a well recognized National program run by First Tee trained cadre
- Most importantly, because of the way this national program is set up and run, Paul will have only oversight responsibilities and will in no way take his eye off our course turn-around (his personal commitment to me and Council)
- No decisions are asked of Council at this time

Thank you,



Ron Gorland
City Manager



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.



Mission Statement

To impact the lives of young people by providing learning facilities and educational programs that promote character development and life-enhancing values through the game of golf.

WHO ARE WE

National Organization-Local Chapter 501(c)(3)

Family

Educators

Mentors

Role Models

WHAT WE DO

LIFE SKILLS

Instill the Nine Core Values:

Honesty, Integrity, Sportsmanship, Respect, Confidence, Responsibility, Perseverance, Courtesy and Judgment

HEALTHY HABITS

We teach Healthy Habits that support needs:

Physical	Emotional	Social
Energy	Vision	Friends
Play	Mind	School
Safety	Family	Community

SNAG ~ Starting New At Golf

National School Programs-72,000 students

Serving 72 elementary schools

City of Miami Parks Programs-over 20 parks

ACADEMIC SUPPORT

SAT-ACT Prep, After school Tutoring Programs and

College Assistance and Placement

We Empower Youth: Character Choices,

Goal Setting and Decision Making.

COMMUNITY OUTREACH SUPPORT

We accept all children regardless of race, color, creed or socio-economic level

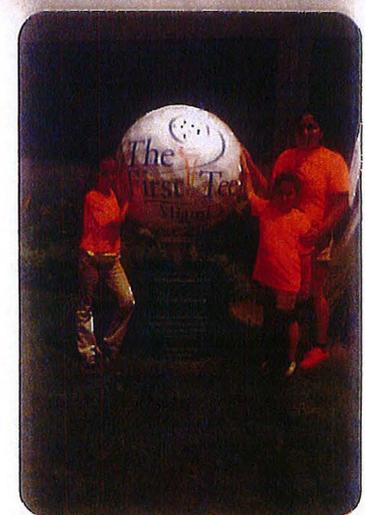
Disabled Youth & Adult Programs

Sandra DeLuca Developmental Center and

Miami-Dade School Disability Program

Special Olympics Golf Program (over 20 years)

"More Than A Game"



Advance Saturday Clinic
Rotation 3/29/14
CORE VALUE-Sportsmanship
HEALTHY HABIT- School

Stations-

Full Swing- 100 yds and in / low/mid/high trajectory / different Clubs

Short Game- Chip/Pitch – One high one low – team challenge

12:35-1:00

Eagles –Curriculum – (Mario)
Birdies Fitness
Player – Full Swing
Par – Pitching (Rob)

1:05-1:30-

Eagles –Fitness
Birdies – Curriculum (Carlos)
Player- Pitching
Par- Fullswing

1:35-2:00

Eagles- Pitching
Birdies- Fullswing
Player – Curriculum
Par – Fitness

2:05-2:30

Eagles- Fullswing
Birdies- Pitching
Player- Fitness
Par- Curriculum

Coaches & Volunteers

Mario – Eagles
John – Birdies
Rob– Pars & Players
Carlos V- Birdies
Rick M – Pars & Players
Mitch – Pars & Players
Charlie A – Pars&Players
Eric S – Par&Players

All stations need to start by modeling a PRE-SHOT ROUTINE
Seamless Integration of Core Value in each station



DADE AMATEUR GOLF ASSOCIATION
Helping Youth Through Golf

JUNIOR GOLF CLINICS



Thursday Junior Golf Clinic

- Thursdays, 9/5 - 9/31
- Ages 5-18
- 9 week session, 9/5 - 10/31
- 4:00 PM-5:30 PM
- \$10 *ALL LEVELS*
- PLAYers, Pars, Birdies & Eagles

Friday YWPA Girls Clinic

- School Schedule
- Fridays
- 3:00 PM-5:00 PM

•PLAYers & Pars

Saturday Advanced Boys & Girls Clinic

- Year-round
- 12:30-2:30 PM
- \$20

•Pars, Birdies & Eagles

Saturday The First Tee Clinic

- Year-round
- 3:00 PM-5:00 PM
- \$20

•PLAYers & Pars

Sunday The First Tee Joe Roach Clinic

- Year-round
- 2-4 PM
- \$10

•PLAYers & Pars

Junior Clinic Components
Golf Instructions • On course instructions • Video Analysis • First Tee Nine Core Values & Life Skills First Tee Nine Healthy Habits • Rules & Etiquette • Golf-Specific Fitness
The First Tee Nine Core Values
Sportsmanship • Honesty • Integrity • Respect • Judgment • Confidence • Perseverance • Courtesy • Responsibility

About The First Tee Certification Levels

PLAYer: The PLAYer is the introductory level of The First Tee Life Skills Experience. Participants, age 5-18, who are new to The First Tee should be registered for this level. PLAYer teaches participants how to play the game with special emphasis on learning golf, The First Tee Code of Conduct and The First Tee Nine Core Values™. These interpersonal skills will help participants develop much more than just their golf game.

Par: The Par Level builds on the PLAYer level by introducing participants to life skills that will help them both on and off the golf course. The main focus of the Par Level is to assist participants in acquiring several self-management techniques and interpersonal skills that will help them in managing their thoughts, emotions, and behavior in order to perform well both on and off the golf course.

Birdie: The Birdie Level focuses primarily on goal setting. The Birdie Level curriculum teaches developing goals, goal ladders (plans/steps to achieving goals) and how to deal with challenges when faced with adversity. The golf skills focus on advanced putting and short game skills, course management and more intensive instruction in the rules of golf. Students will develop goals for their golf game and work to achieve them.

Eagle: The Eagle Level focuses on health and wellness, building a support team, dealing with conflicts, appreciating diversity, and planning for the future. Students will focus on getting the most out of their practice sessions, learning to self-check their swings, improving accuracy and course management.

After School Academic Support

Start Off the New School Year on the Right Course!

Homework Guidance-Study Skills-Organization-Time Management-Reading Comprehension
Writing and Research-Blended Curriculum-State of the Art Learning Resources & Technology
Grasp-Certified Learning Coaches

Schedule: Monday-Friday during the school year, 2:30-6:00 PM

Monthly Fee: \$300

www.grasp-learning.com





DADE AMATEUR GOLF ASSOCIATION
Helping Youth Through Golf

Thursday Junior Golf Clinic	Friday YWPA Girls Clinic	Saturday Advanced Boys & Girls Clinic	Saturday The First Tee Clinic	Sunday The First Tee Joe Roach Clinic

PLEASE MAKE CHECKS PAYABLE TO: D.A.G.A.
(Dade Amateur Golf Association)
For Information Call: John Reed - 305-633-4583
International Links Miami-Melreese Country Club
1802 N.W. 37th Avenue
Miami, Florida 33125

Participant Permission Form

Contact Information

Participant First Name: _____ Nickname: _____ Last Name: _____
 Address: _____ City: _____ State: _____ Zip Code: _____
 Primary Phone: _____ Work: _____ Fax Number: _____
 Participant's Email Address: _____ Other: _____
 Emergency Contact: _____ Phone: _____
 School Name: _____ Current Grade: _____
 Birth Date: (____ / ____ / ____) Age: ____ Gender: Female _____ Male _____
 Ethnicity: African-American _____ Asian-American _____ Caucasian _____ Hispanic _____ Native-American _____ Pacific Islander _____ Other _____
 Parent/Legal Guardian: _____ Relationship: _____
 Parent's Email Address: _____ Secondary Email: _____
 Participation Consent Form Completed By: Mother _____ Father _____ Legal Guardian _____

Health Information

Health Information: _____ Disability Information: _____
 Emergency Contact: _____ Relationship: _____
 (In case parent/guardian cannot be reached)

In the event that I cannot be reached in an emergency, I agree to accept any and all determinations of need for medical assistance and/or administration of medical attention deemed necessary by The First Tee Chapter representatives. I hereby give permission to the medical personnel selected by The First Tee Chapter representatives to secure any and all medical, hospitalization, dental, and/or surgical treatment. In event that such medical attention is needed from a healthcare provider, all costs shall be the responsibility of the parent or guardian.

Parent/Guardian Initials: _____

Equipment

I understand that any golf equipment received for use is the property of The First Tee program, and may be returned at the discretion of The First Tee facility upon the termination of the participant's involvement in the program.

Parent/Guardian Initials: _____

Media Release

I hereby give The First Tee Chapter, Headquarters Office and participating agencies permission to use film, video tape and/or photographs of the above mentioned minor for lawful promotional or informational purposes.

Parent/Guardian Initials: _____

I, the parent/legal guardian of the above named youth, give approval for participation in The First Tee sponsored activities. I assume all risks of injury whatsoever and agree to hold harmless The First Tee Chapter and Headquarters Office from claim(s) of any nature arising from any activity, including transportation, connected with The First Tee facility or program. This hold harmless agreement includes, but is not limited to, any claim due to injury proximately resulting from negligence of The First Tee Chapter or Headquarters Office, its employees, agents, LPGA and PGA Professionals, participating agencies, and volunteers. I consent to The First Tee Chapter and Headquarters Office communicating information regarding my child's participation via the internet.

Please Print Parent/Authorized Guardian Name: _____

Signature Parent/Authorized Guardian: _____ Date: _____

First Tee Miami



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
GRASP After School Tutoring			Special Olympics 9:15-1:00 Grasp Tutoring after school	Grasp Tutoring after school	Grasp Tutoring after school	Advanced Clinic 12:30-2:30 Beginners Clinic 3:00-5:00 Tutoring available
6	7	8	9	10	11	12
Joe Roach Clinic 2:00-4:00	Grasp Tutoring after school	Grasp Tutoring after school	Special Olympics 9:15-1:00 Grasp Tutoring after school	After School Clinic 4:00-5:30 Tutoring after school	YWPA Clinic 3:00-5:00 Tutoring after school	No Advanced Clinic Beginners Clinic 3:00-5:00 Volunteer at WGC Cadillac
13	14	15	16	17	18	19
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20	21	22	23	24	25	26
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27	26	27	28	29		
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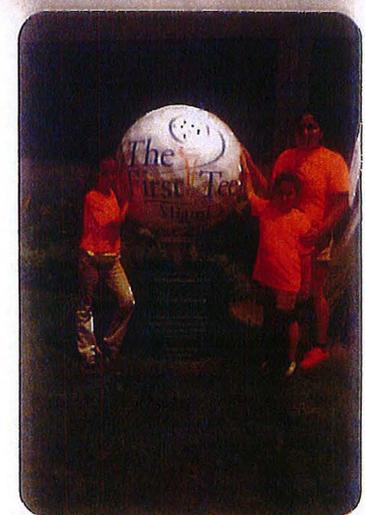
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Eagles- Fullswing
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Rob– Pars & Players
Carlos V- Birdies
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(Dade Amateur Golf Association)
For Information Call: John Reed - 305-633-4583
International Links Miami-Melreese Country Club
1802 N.W. 37th Avenue
Miami, Florida 33125

Participant Permission Form

Contact Information

Participant First Name: _____ Nickname: _____ Last Name: _____
 Address: _____ City: _____ State: _____ Zip Code: _____
 Primary Phone: _____ Work: _____ Fax Number: _____
 Participant's Email Address: _____ Other: _____
 Emergency Contact: _____ Phone: _____
 School Name: _____ Current Grade: _____
 Birth Date: (____ / ____ / ____) Age: ____ Gender: Female _____ Male _____
 Ethnicity: African-American _____ Asian-American _____ Caucasian _____ Hispanic _____ Native-American _____ Pacific Islander _____ Other _____
 Parent/Legal Guardian: _____ Relationship: _____
 Parent's Email Address: _____ Secondary Email: _____
 Participation Consent Form Completed By: Mother _____ Father _____ Legal Guardian _____

Health Information

Health Information: _____ Disability Information: _____
 Emergency Contact: _____ Relationship: _____
 (In case parent/guardian cannot be reached)

In the event that I cannot be reached in an emergency, I agree to accept any and all determinations of need for medical assistance and/or administration of medical attention deemed necessary by The First Tee Chapter representatives. I hereby give permission to the medical personnel selected by The First Tee Chapter representatives to secure any and all medical, hospitalization, dental, and/or surgical treatment. In event that such medical attention is needed from a healthcare provider, all costs shall be the responsibility of the parent or guardian.

Parent/Guardian Initials: _____

Equipment

I understand that any golf equipment received for use is the property of The First Tee program, and may be returned at the discretion of The First Tee facility upon the termination of the participant's involvement in the program.

Parent/Guardian Initials: _____

Media Release

I hereby give The First Tee Chapter, Headquarters Office and participating agencies permission to use film, video tape and/or photographs of the above mentioned minor for lawful promotional or informational purposes.

Parent/Guardian Initials: _____

I, the parent/legal guardian of the above named youth, give approval for participation in The First Tee sponsored activities. I assume all risks of injury whatsoever and agree to hold harmless The First Tee Chapter and Headquarters Office from claim(s) of any nature arising from any activity, including transportation, connected with The First Tee facility or program. This hold harmless agreement includes, but is not limited to, any claim due to injury proximately resulting from negligence of The First Tee Chapter or Headquarters Office, its employees, agents, LPGA and PGA Professionals, participating agencies, and volunteers. I consent to The First Tee Chapter and Headquarters Office communicating information regarding my child's participation via the internet.

Please Print Parent/Authorized Guardian Name: _____

Signature Parent/Authorized Guardian: _____ Date: _____

First Tee Miami



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GRASP After School Tutoring			Special Olympics 9:15-1:00 Grasp Tutoring after school	Grasp Tutoring after school	Grasp Tutoring after school	Advanced Clinic 12:30-2:30 Beginners Clinic 3:00-5:00 Tutoring available
6	7	8	9	10	11	12
Joe Roach Clinic 2:00-4:00	Grasp Tutoring after school	Grasp Tutoring after school	Special Olympics 9:15-1:00 Grasp Tutoring after school	After School Clinic 4:00-5:30 Tutoring after school	YWPA Clinic 3:00-5:00 Tutoring after school	No Advanced Clinic Beginners Clinic 3:00-5:00 Volunteer at WGC Cadillac
13	14	15	16	17	18	19
Joe Roach Clinic 2:00-4:00 Volunteer at WGC Cadillac	Grasp Tutoring after school	Grasp Tutoring after school	Special Olympics 9:15-1:00 Grasp Tutoring after school	After School Clinic 4:00-5:30 Tutoring after school	YWPA Clinic 3:00-5:00 Tutoring after school	Advanced Clinic 12:30-2:30 Beginners Clinic 3:00-5:00 Tutoring available
20	21	22	23	24	25	26
Joe Roach Clinic 2:00-4:00	Grasp Tutoring after school	Special Olympics 9:15-1:00 Grasp Tutoring after school	Special Olympics 9:15-1:00 Grasp Tutoring after school	Special Olympics 9:15-1:00 After School Clinic 4:00-5:30 Tutoring after school	YWPA Clinic 3:00-5:00 Tutoring after school	Advanced Clinic 12:30-2:30 Beginners Clinic 3:00-5:00 Tutoring available
27	26	27	28	29		
Joe Roach Clinic 2:00-4:00	Grasp Tutoring after school	Grasp Tutoring after school	Grasp Tutoring after school	After School Clinic 4:00-5:30 Tutoring after school	YWPA Clinic 3:00-5:00 Tutoring after school	



City of Miami Springs, Florida

The Miami Springs City Council held a **REGULAR MEETING** in the Council Chambers at City Hall on Monday, March 24, 2014, at 7:00 p.m.

1. Call to Order/Roll Call

The meeting was called to order at 7:05 p.m.

The following were present:

- Mayor Xavier M. Garcia
- Vice Mayor Billy Bain
- Councilman Michael Windrem
- 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
- Chief of Police Peter G. Baan
- Recreation Director Omar L. Luna
- Acting City Clerk Suzanne S. Hitaffer
- Assistant City Clerk Elora R. Sakal

2. Invocation: Offered by Mayor Garcia

Salute to the Flag: Members of Boy Scout Troop 334 led the audience in the Pledge of Allegiance and Salute to the Flag

The Mayor presented baseball caps to the Boy Scouts who participated in the salute to the flag.

3. Awards & Presentations: None.

4. Open Forum:

Police Pension

Marilyn Newton expressed her concerns regarding the Police Department pension issue. As a resident and civilian employee of the Police Department, she is upset that the officers have been operating without a contract for five years. This City is safe because the Police Officers are doing their job to keep it that way.

Special Election

Maggie Amaya of 185 Flagler Drive commented on two issues; the sale of the sliver of land on the Golf Course and the noise ordinance. She does not understand the need for a Special Election and she questioned why it could not wait until the next regular Election in November.

Noise Ordinance

Ms. Amaya made it clear that her issue is not and has never been with Woodys West End Tavern or its management. Her issue is with the City because they are not enforcing the current noise ordinance. She had no issues with the St. Patrick's Day celebrations that took place at Woodys but the following weekend the noise issue started again. She suggested that Council should hold a meeting so that the public can comment on the noise ordinance.

Noise Ordinance

Arlene Wildenburg Hawks of 549 Payne Drive expressed her concern about the noise ordinance. The St. Patrick's Day weekend was fine and she had no issue with the noise at Woodys but the issue started again the following weekend. She wants to know why the violations are not being issued when people call to complain about the noise. Mr. Suco is not being a good neighbor and his comments in the Gazette prove that point. She asked the City Manager to put pressure on the City Council to do something about this issue and not to renew the permit for Woodys. She alleged that many of the tenants who live in the apartments are talking about suing their landlords and when that happens, the landlords are going to sue the City.

Special Election

Elizabeth Trujillo of 451 Hunting Lodge Drive expressed her concerns about the sale of the sliver of land on the Golf Course. She feels that referendum "60" is going to hinder her dreams of being a future tax payer. She questioned how she can vote for something when the intention of what is being built is unclear.

5. Approval of Council Minutes: (approved with one motion)

5A) 02-24-2014 – Regular Meeting

Minutes of the February 24, 2014 Regular meeting were approved as written.

Councilman Lob moved the item. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote.

5B) 03-10-2014 – Regular Meeting

Minutes of the March 10, 2014 Regular meeting were approved as written.

Councilman Lob moved the item. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote.

6. Reports from Boards & Commissions:

6A) 04-07-2014 – Zoning and Planning Board – Cancellation Notice

Cancellation Notice of the April 7, 2014 Zoning and Planning Board meeting was received for information without comment.

7. Public Hearings: None

8. Consent Agenda: (Funded and/or Budgeted)

City Manager Gorland read the titles of the consent agenda items.

8A) Recommendation that Council Waive the Competitive Bid Process and Award an Additional Expense of \$16,086.78 to Computer Electric, Utilizing the Current City of Miami Springs Contract, for Labor and Materials for the Installation of the New Lighting on the Gazebo Circle, Pursuant to Section 31.11 (E) (1) of the City Code, to be Funded from Citizen’s Independent Transportation Trust (CITT) Funds

There was no discussion on this item.

Councilman Lob moved the item. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote.

8B) Recommendation that Council Approve a Change Order to P. O. # 140432 to Triple J. Plumbing in the Amount of \$1,900.00, for Additional Water Piping in City Hall Restrooms Not Identified in the Original Quote Related to Air Conditioning and the Hot Water Heater in the Police Department, Pursuant to Section 31.11 (F)(11)(b) of the City Code

There was no discussion regarding this item.

Councilman Lob moved the item. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote.

8C) Recommendation that Council Approve an Expenditure of \$5,000.00 on an “As Needed Basis” to Hector Turf for Parts and Supplies Needed for Maintaining the Golf Course Toro Equipment, as a Sole Source Provider, as Funds were Approved in the FY 2013-2014 Budget, Pursuant to Section 31.11 (E)(6)(c) of the City Code

There was no discussion regarding this item.

Councilman Lob moved the item. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote.

8D) Recommendation that Council Approve an Expenditure in an Amount not to Exceed \$25,296.00, on an "As Needed Basis" to South Florida Grassing, Inc. for Re-grassing Areas Around the Golf Course as a Sole Source Provider, as Funds were Approved in the FY 2013-2014 Budget, Pursuant to Section 31.11 (E)(6)(c) of the City Code

There was no discussion regarding this item.

Councilman Lob moved the item. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote.

9. Old Business:

9A) Appointments to Advisory Boards by the Mayor and Council Members

There were no appointments to Advisory Boards.

10. New Business:

10A) New Aquatic Facility Recommendations – Consultant and LEED

10A1) Approval of the Aquatic Center Proposed Consultant Contract with Bermello Ajamil & Partners (B&A) in the Amount of \$286,000

10A2) Determination of Inclusion of Leadership in Energy and Environmental Design (LEED) Accreditation in the Amount of Approximately \$51,000 Out-of-Pocket Cost Plus Potentially \$350,000 in "Soft" Dollar Costs Potentially Recoverable in Future Years

City Manager Gorland read the memorandum outlining three phases of the recommended contract for the proposed aquatic consultant totaling \$286,000.

Vice Mayor Bain asked if the Leadership in Energy and Environmental Design (LEED) certification is required and City Manager Gorland replied that it is not a requirement.

Willy Bermello, President of Bermello, Ajamil & Partners, Inc. (B&A) expressed his gratitude to Council and Staff. He explained that LEED was not part of the original scope of work that was described in the presentation to Council since it is not a requirement in the City of Miami Springs. He believes that in the future it could be something of interest to the City and he wanted to provide the opportunity should Council decide to pursue it.

Mayor Garcia believes that the LEED certification would be a good idea. The only downside is that there is no assurance that the City will receive the certification.

Mr. Bermello explained that from a legal standpoint, they never guarantee the protection because it is a third party institute that gives the accreditation. To date, they have not worked on a single project that started as a LEED process that has not been certified.

Rob Hanks, Principal of Spinnaker Group, commented that an initial analysis could be done if Council desired. They would work with City staff to come up with a design plan and Council would basically know what costs are involved rather than committing to the entire project at this time.

Mayor Garcia said that it is definitely an option. He feels that Council would be selling the City short if they did not at least consider LEED.

Mr. Bermello said that there are four certification levels, which are LEED, gold, platinum and silver. Each level has different requirements and the City does not have to select a higher level which is more costly and more difficult.

Vice Mayor Bain stated that his main concern is the fact that the City has a firm quote. He personally does not like the uncertainty of the final cost. When the Community Center was constructed there was a known cost and there may have been one overrun. He needs some type of assurance of what the cost is going to be.

Mr. Bermello said that if the City chooses to work with a LEED consultant, there will be a fixed amount that Spinnaker will charge and it will not vary. Council will be the one to decide how far to proceed. The LEED consulting will cost \$45,000 and it will be part of the design criteria package.

Mayor Garcia asked if Mr. Bermello was familiar with some of the benefits to becoming a LEED certified building that may allow the City to acquire some grant dollars and Mr. Bermello replied that there are some federal programs that will require the City to be LEED certified but it may go beyond the aquatic center to more of a public policy in terms of the City being a green City. The City will be limited to certain grants if they choose not to be LEED certified.

Mr. Hanks explained that assuming the worst case scenario they set a 5%-7% increase cost. Typically, there is 1% to 2% additional costs on a LEED certified building. He guessed that with the size of the project there would be a 2% to 3% cost increase at the top end.

To answer Councilman Petralanda's question, Mr. Bermello said that the \$400,000 that is quoted is for the 5% to 7% additional costs that are anticipated in the overall cost of the project. The City Manager chose the high end of 7% and added it to the budget to show the impact to the construction capital cost if the City were to go with the entire LEED certification.

City Manager Gorland explained that if this project is done properly, the City will get the funds back over time.

To answer Councilman Petralanda's question, Mr. Hanks estimated an amount of \$400,000 in the worst case scenario.

Councilman Windrem commented that this is very similar to the discussion they recently had with ConEdison. He would agree with option two or three.

Councilman Lob asked if ConEdison could be involved in this project and City Manager Gorland replied that he is uncertain if they could be involved in this project.

Mayor Garcia advised Mr. Bermello that ConEdision Solutions recently conducted an energy evaluation for the City. He asked if that is something B&A would incorporate into the design the City is looking for.

Mr. Bermello responded that they would go beyond being energy efficient. He will be looking at different site planning options, different configurations to the building, location of the pool, pool equipment and the areas for the waterscapes. They will model the energy impact of the different solutions and determine how that affects the operating cost of the facility.

To answer Councilman Petralanda's question, Mr. Hanks responded that \$45,000 covers the LEED consulting and the commissioning which is the testing of the quality control of the HVAC systems and the energy modeling.

Councilman Petralanda asked if the \$45,000 cost includes accreditation or if there would be additional costs and Mr. Hanks replied that he is uncertain. There is a \$900 registration fee and approximately \$0.05 per square foot certification fee.

Vice Mayor Bain moved to approve option 10A1. Councilman Windrem seconded the motion.

Councilman Petralanda asked how the \$286,000 fee compared to the industry standard and City Manager Gorland replied that it is not an industry standard. He believes that this is very attractive especially for the quality and the professional reputation that B&A has.

Mayor Garcia commented that he spoke with other municipalities and they were floored at the dollar amount because it was a very attractive price.

Councilman Petralanda asked Mayor Garcia to provide him with the names of the municipalities that he spoke to and Mayor Garcia replied that he will have the municipalities contact Councilman Petralanda.

City Manager Gorland stated that \$178,000 is the management fee and \$108,000 is for the construction management which occurs over twelve months.

Vice Mayor Bain said that in comparison with what was done with the Community Center, he believes that B&A is proposing a good price. Staff should have provided Council with the information from the Community Center so that they would have a better idea of the cost in order to compare the two projects.

Councilman Petralanda asked if the information for the Community Center could be provided to Council and City Manager Gorland replied that it could be provided, but they would have to make some large assumptions because the Community Center project was different. Bill Sprague was hired as the contract administrator for the Community Center and his fee was equivalent to \$108,000; his final cost was approximately \$130,000, although the contract was for approximately \$115,000.

Councilman Petralanda asked if there would be a delay if no vote was made tonight so that he could review the information on the Community Center and City Manager Gorland said that there would be a delay; timelines could be adjusted or a special meeting could be held.

Mayor Garcia informed Councilman Petralanda that there are other Councilmembers who were a part of the Community Center project and they are able to acknowledge the comparison and this is an attractive price.

Councilman Petralanda said that he would feel more comfortable if he were able to see the numbers from the Community Center.

Councilman Lob commented that the undesignated fund balance is dwindling and this is where most of these funds will come from. He wants Council to be cognizant of that as they go through this project.

Mayor Garcia stated that 100% of the funds that is removed from the reserves will be reimbursed when the City gets the funding for this project. This is not going to permanently affect the reserves.

Vice Mayor Bain suggested that Agenda Items 10A1 and 10A2 be pulled and voted on at the next meeting once Councilman Petralanda has received the information he is requesting.

Mayor Garcia asked Councilman Petralanda to clarify to City Manager Gorland what it is that he is requesting.

Councilman Petralanda requested a comparison of the Community Center and the aquatic project.

The motion failed 2-3 with Vice Mayor Bain, Councilman Lob and Councilman Petralanda casting the dissenting votes.

Councilman Lob asked that once Councilman Petralanda has received the information he requested that a date be selected to hold a special meeting in order to avoid a delay in the project.

(Mayor Garcia called for a five minute recess)

10B) Vacation of City Alley Behind the Property at 630 Curtiss Parkway

City Attorney Seiden explained that Council recently voted to vacate an unused grassed alley between the properties of 640 Curtiss Parkway and 157 Deer Run. Following Council's approval, the City was contacted by the owner of 630 Curtiss Parkway because she wants to claim her portion of the alley. He and Public Works Director Tom Nash inspected the site and upon further investigation it appears that there is supposed to be a parallel alley, but somehow the alley was used by the various parties except for the homeowner of 630 Curtiss Parkway.

City Attorney Seiden said that the property owner next door has claimed the eight feet that is being requested and he is willing to comply if the eight feet is granted to the homeowner of 630 Curtiss Parkway. The City does not need the alley and the homeowner of 630 asked that the City consider vacating the alley the same way they did for the adjacent alley. If Council approves, he will prepare a resolution and bring it back to Council at another meeting.

Vice Mayor Bain moved to allow the City Attorney to prepare a resolution to vacate the alley. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.

10C) Coach Background Clearance Expense Billing

City Manager Gorland stated that this is a recommendation from Recreation Director Omar Luna regarding coach background clearance expense billing. He read the memorandum from Mr. Luna explaining the history of implementing background checks for all coaching staff associated with each youth program that uses City facilities. It was decided that the City would conduct its own background checks and recapture approximately 50% of the City's costs by charging \$5.00 to each organization per the number of youth participants.

City Manager Gorland said that the \$5.00 fee was recently billed and was calculated on the number of registered youth participants rather than by billing each organization for the average cost for the actual number of background checks that were performed. Because the current method of billing by youth participant is being questioned, Council is being asked to determine if the City is to continue billing by participant, number of coaches per youth organization, or the actual cost of each background check. Any of these options will work and the City will still endeavor to recapture 50% of its background check costs.

Mr. Luna's memorandum provided a breakdown of the cost of processing background checks to include fingerprinting for all coaches involved in soccer, football and Little League, which City Manager Gorland read into the record. The memorandum also outlined a breakdown of the costs each City department incurs in order to process the background checks. The total cost to process 126 coaches is \$9,850.08 or \$78.17 per coach. The total cost per participant (\$9,850.08 divided by 938 participants) totals \$10.50 per participant and the City is charging \$5.00 per participant.

Vice Mayor Bain explained that he requested this agenda item since a decision could not be made without Council discussion. His suggestion is that each program should pay an amount for the number of coaches that are involved. Soccer has 569 participants and they will pay \$2,845.00 for 38 coaches, while baseball has 75 coaches and they will pay less. In reality, soccer will foot the bill. He does not approve of charging \$5.00 across the board and if soccer has 38 coaches, they should pay for 38 coaches.

Mayor Garcia stated that he had originally proposed the background check program for the youth leagues when he was elected Mayor. He would like everyone to understand the intent was to perform fingerprinting and background checks for all coaches and volunteers who interact with the kids. The program was implemented and it is very expensive for the sports programs to cover the cost. Council decided not to charge the programs and instead charge the parents \$5.00 per child. He said that not one parent complained about the cost, but the problem now is that the programs are complaining about paying the funds.

The Mayor emphasized that that soccer should not be paying more than baseball and baseball should not be paying more than football. No program should be paying anything because parents should be paying \$5.00 per kid. It might be that some programs did not charge the parents and now they are being asked to "foot the bill" towards the end of the program, and this was never the intention. He reiterated that the parents should pay a fee for each child.

The other issue is that some sports programs require fingerprinting and background checks for more people than other sports, according to Mayor Garcia. For example, baseball has the scorekeeper that sits in the dugout keeping score that must be checked and the same applies to any of the parents that interact with the kids.

The Mayor said that he wanted to clear up any misconception that the City is expecting any club to pay any fee. At \$5.00 per child, the City is still paying more than half of the bill for the background checks. Assuming each individual sport was to pay 100% of the cost, soccer would pay less, while some other sports would pay more. Council decided to charge a flat fee per child to make it easier for everyone.

Vice Mayor Bain stated that if baseball has 75 coaches, they should pay the \$25.00 fee for the background check; if soccer has 38 coaches they should also pay the \$25.00 fee. He said that there is a situation where one program has more participants and they have to pay \$2,800 from their budget, while another is only paying \$1,500.00.

Councilman Petralanda agreed with Vice Mayor Bain, except that some sports could be lost if this policy is implemented.

Mayor Garcia added that if a coach has to pay the \$25.00 fee it could result in fewer coaches being fingerprinted. He hopes that every person that comes within arms distance of a child would go through the process of a background check.

Vice Mayor Bain clarified that the issue is not the requirement for a background check. He said that there are 16 coaches that "crossover" and coach more than one sport, which may not be accounted for when calculating the cost.

City Manager Gorland said that only one background check is necessary per coach and they are not charged more than once.

Vice Mayor Bain added that some kids play more than one sport and if they play three sports, the parent is charged \$15.00. He reiterated that each coach should pay.

City Attorney Seiden stated that any change in the fee would require a new resolution because an Exhibit attached to the resolution states that the City in its sole and exclusive discretion, shall annually determine the amount each YSO shall be required to charge each program participant to help the City defray the costs of conducting the required background investigations and fingerprinting.

Recreation Director Omar Luna stated that he is glad everyone agrees that the important factor is the safety of the children who play on the City fields. He said that charging \$5.00 per participant provides the youth leagues with a formula for determining the amount that they must pay back to the City to cover 50% of the cost. If the youth leagues are required to pay \$25.00 per coach, this makes the leagues responsible for including the expense in their budget. Charging \$5.00 per child puts the responsibility on the parent and not the league.

Vice Mayor Bain asked how the parents are charged and who receives the \$5.00.

Mr. Luna clarified that the parent pays the youth league \$5.00 as part of the registration fee.

Vice Mayor Bain reiterated that one program might have 75 participants versus 38 in another and it does not mesh.

Mr. Luna said that Little League baseball has 97 coaches that have passed the background check and fingerprinting and assuming they are charged \$25.00 for all 97, it will break their budget.

Vice Mayor Bain commented that his point is that the other programs are being asked to subsidize baseball and Mr. Luna emphasized that the parents pay \$5.00 for their kids to play in a safe environment. He is not asking anyone to subsidize another program.

Mr. Luna said that the bottom line is that the children are playing in a safe environment and charging \$25.00 per coach could possibly discourage the youth league Presidents from sending people to be fingerprinted and background checked. This is the loophole he is trying to avoid. There is a lot of paperwork involved for the Human Resources Department and Recreation Staff to make sure 97 coaches are checked, but at the end of the day it does not matter as long as the kids are safe.

Mr. Luna said that charging the parent \$5.00 per child is a formula that was provided to the youth leagues and it should have never been a problem for them to pay. If there is a problem, it is because they did not plan accordingly ahead of time or they did not charge the \$5.00 as part of the registration fee.

Assistant City Manager/Finance Director Alonso clarified that \$25.00 only covers the internet fee for the background check; it is not the entire cost of processing. The actual cost is \$78.00 and half of that amount is \$39.00.

Vice Mayor Bain restated his argument about the cost involved by City employees because it does not involve overtime and the work is incorporated into the 40-hour work week.

Mr. Luna agreed with Vice Mayor Bain that there is no overtime involved. He explained that he was asked to provide the number of hours that are spent for processing the background and fingerprinting checks.

Charging \$35.00 for every Little League coach will total \$3,395.00, according to Mr. Luna.

Vice Mayor Bain commented that the soccer program is being charged \$2,845.00 the way it is set up now.

Mayor Garcia reiterated that the City is charging \$5.00 per child, regardless of what sport they play and the league is responsible for collecting the \$5.00 from the parent. The City is "footing the bill" for half the expense for the background checking. He was actually thinking of charging the programs 100% of the cost because it is not a City program. Based on the numbers, if they paid 100% for each coach it would actually cost less, but Council agreed on \$5.00 per player.

Vice Mayor Bain said that no matter how you look at it, one club is required to budget more money for their coaches and there are fewer players.

To answer Mayor Garcia's question, Mr. Alonso said that if soccer has 569 players at \$5.00 each, the total would be approximately \$2,850.00, which is what they were billed according to the resolution. The total dollar amount for all recreation programs is \$9,850.00.

Mayor Garcia emphasized that the City is paying half of \$9,850.00 and the other half is covered by charging \$5.00 per player. 100% of the cost for soccer is \$2,964.00; baseball is \$2,850.00 and football is \$494.00, based on the number of coaches per sport. At \$5.00 per child, the total is \$2,845 and 100% of the cost is still more money; the City is paying approximately half and this is the second year of the background program.

Mr. Luna clarified that baseball was the first program to pay the expense and the soccer program was given a one-year grace period in order to prepare for charging \$5.00.

Mayor Garcia said that the total cost for the City is \$9,850.00 to conduct background checks and fingerprint all the youth volunteers, which is a lot of money. The alternative is to charge each child \$5.00. The proposal for each sport to pay the cost for their coaches is okay, but he does not know how he feels about paying for half of the cost. The City is paying half now at \$5.00 per child and he is okay with that.

Mayor Garcia said that if each group is asked to pay \$38.00 per volunteer, there will be fewer volunteers.

Vice Mayor Bain referred to the \$24.00 per hour estimate for the Community Policing Office. He said that the work is done during normal working hours. This is not an overtime situation and in his mind, the cost to the City of \$24.58 per hour for the recreation staff, \$12.41 for CPO, and \$3.31 for Human Resources is money for work that is done during an 8-hour shift. In reality, what he is being told is that the employees are getting double pay for doing this job and if they are not, the cost should not be incurred by the resident.

Mayor Bain said that it is not fair accounting to all the children in the program; it is no different than paying for having the field lights on every night until 10:00 p.m. The funds calculated 192 hours is not over and above the Recreation budget. If the amount was over and above, he would agree that the Administration is right. He feels that they should be paid accordingly and the people in the programs should understand the situation and be charged fairly.

Mayor Garcia commented that he would like to discuss the actual expenses that are incurred by the programs and what is put on paper as expenses, similar to what Vice Mayor Bain discussed; whether or not Council wants to consider those fees as part of the dollar amount that is charged back to the sporting events.

Mayor Garcia said that the expenses are listed on paper, but he would like to discuss them during the next Council meeting in order to give the issue more time. He would like to reconsider what is included in the fee for the background check; how much of it is City expense and how much is work that City employees are doing that takes away from their work for the City. He would like all of this information.

Vice Mayor Bain asked how much the fee is for a child to play basketball and Mr. Luna responded \$80.00 per player; the fee increased from \$75.00 to \$80.00 to include the \$5.00, which covers a percentage of the cost for the background checks.

Vice Mayor Bain commented that basketball is run by the City and he believes they are subsidizing this program more than the other programs. He emphasized that it should be fair across the board; it should not be different because it is a City function.

Mr. Luna clarified that one season the basketball registration fee was \$75.00 and it was increased to \$80.00 to cover the additional cost. When the numbers were run, the amount was close to 50% of the cost, which is what they are looking for. This was a test that he did first so that he could see how it would work with the other leagues. He does not know how other leagues run their operation. In addition, some of the Recreation Staff are coaches for the teams, because there are not many volunteers and it is different because it is a City program.

Vice Mayor Bain said that it would have been nice to see the comparison and Mr. Luna agreed to show it to him.

Vice Mayor Bain asked for the proper numbers for the next meeting since there are now 97 participants versus 75.

Mayor Garcia commented that he would like to end this agenda item with a last note and this is a request for more information. He knows that Staff conducts the basketball registration. He has seen Staff present during the soccer and baseball registration, whether or not they are collecting the fees. He has not noticed if Staff is present during football registration. If it is becoming an issue with the groups collecting the money, budgeting and paying the fee, his proposal at the next meeting will be that the Recreation Staff member should be there with a receipt book and collect \$5.00 per participant so the clubs do not have to worry about it. This has nothing to do with the athletic leagues; it is totally about the City of Miami Springs trying to recoup approximately half of the expense for fingerprinting and background checks.

The Mayor agreed that the burden of collecting the fee should not be on the sports leagues and if a Staff member is there they should pick up the \$5.00 separately for Miami Springs. If there is an additional cost involved he wants to know the amount of the additional cost. As much as he would like the programs to cover 100% of the cost, he realizes that it is difficult enough to raise the funds for the operation of the programs. There are less sponsors and he will not recommend that they cover 100% of the fingerprinting and background check.

By consensus, the item was deferred to the next meeting pending additional information.

11. Other Business: None

12. Reports & Recommendations:

12A) City Attorney

Special Meeting Date Change

City Attorney Seiden stated that he would not be available for the Special meeting for the review of the commercial vehicle ordinance on April 9th as he will be out of town. He requested that it be rescheduled to Wednesday, April 16th and Council agreed.

12B) City Manager

Open Forum Correction

City Manager Gorland stated that at the last meeting, someone during Open Forum stated that there was a robbery at the Curtiss Mansion. He clarified that there was a robbery at a private residence in the 500 block of Deer Run; there was no robbery at the Curtiss Mansion.

Farmers Market

City Manager Gorland said that this Saturday, March 29th, is the last Farmers Market event before the summer break. He urged everybody to attend and take advantage of the great deals that are offered.

12C) City Council

High School Portables

Vice Mayor Bain commented that nine or ten years ago his wife and several other people were trying to have the portables removed at Miami Springs Senior High and he is happy to report that they are finally being removed.

Condolences

Vice Mayor Bain said that his son lost a good friend named Marco Florio who had helped many people who had addictions. He was only 38 years old and he was an uncle to his niece. He offered his condolences to the family.

Condolences

Mayor Garcia extended his condolences to the Florio family and to all those in Miami Springs who have passed.

13. Adjournment

There being no further business to be discussed the meeting was adjourned at 9:05 p.m.

Zavier M. Garcia
Mayor

ATTEST:

Suzanne S. Hitaffer, CMC
Acting City Clerk

Approved as _____ during meeting of:

Transcription 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

The Miami Springs City Council held a **SPECIAL MEETING** in the Council Chambers at City Hall on Monday, March 31, 2014, at 7:00 p.m.

1. Call to Order/Roll Call

The meeting was called to order at 7:06 p.m.

The following were present:

- Mayor Zavier M. Garcia
- Vice Mayor Billy Bain
- Councilman Michael Windrem
- 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
- Chief of Police Peter G. Baan
- Acting City Clerk Suzanne S. Hitaffer

2. Invocation: Offered by Councilman Lob.

Salute to the Flag: The audience participated.

3. Approve the Bermello Ajamil (B&A) Contract to be the City's Consultant for Our New Aquatic Facility in the Amount of \$286,000 (the LEED Accreditation Issue will Come Before Council at a Future Meeting)

City Manager Gorland read the recommendation memorandum.

Councilman Windrem moved the item. Councilman Lob seconded the motion.

City Manager Gorland advised Vice Mayor Bain that the Leadership in Energy and Environmental Design (LEED) certification will be discussed at the next regular meeting.

Councilman Petralanda thanked Vice Mayor Bain and Councilman Lob for allowing him to participate on this item. He advised Council that he had an incident that affected his eyesight and he was not able to do his due diligence at the last meeting with regards to this item.

Councilman Petralanda asked what the millage would be next fiscal year if there was a \$4MM project in place and Assistant City Manager/Finance Director William Alonso explained that as he stated in a prior e-mail, there is no way to determine what the millage rate is going to be because there are too many variables. He did provide Council with what the additional millage would be based on a \$4MM loan.

To answer Councilman Petralanda's question, Mr. Alonso said that it is a fifteen-year loan.

Mr. Alonso commented that the City is working with the Florida League of Cities and they said they could go approximately thirty years on a bond issue. He should be receiving some numbers from them in the next couple of days and it will come back to Council for approval. The estimated millage would be 8.06.

To answer Mayor Garcia's question, Mr. Alonso stated that most of the banks that the City is dealing with will fund the entire loan upfront. The City would start paying interest on day one.

Councilman Petralanda said that the City will stop paying the bond on the Golf Course in 2018. He asked if the millage should reduce itself by 2018 and Mr. Alonso replied affirmatively.

Mr. Alonso explained that the .39 mills on the \$4MM loan is based on the current year assessed values. It will decrease once he receives the assessed values for next year.

Mr. Alonso clarified for Councilman Petralanda that \$108,000 is for the project management after construction starts. The City would owe \$178,000 and not \$289,000.

Discussion ensued regarding the contract price.

Councilman Petralanda hopes Council would keep this project on the low end.

Vice Mayor Bain commented that B&A will come up with a plan and then it will be proposed to Council based on the input from the residents.

To answer Councilman Petralanda's question, Mayor Garcia said that there are general obligation bonds available for capital improvement projects but they are not being given out as often as they were before.

Mayor Garcia gave an example of a construction project at Blessed Trinity that was delayed and therefore it resulted in the project costing more.

The motion was carried 5-0 on roll call vote.

4. Authorize Paul Savage, Esquire, the Attorney for Springs on the Green LLC, to represent the City in Litigation Recently Filed to Enjoin the Schedule Special Election, Entitled John McCarty, Valerie McCarty, Miriam Cabrera, Evelio Cabrera, Jose Martinez and Laura Martinez, Plaintiffs vs. City of Miami Springs, a Municipal Corporation, and Penelope Townsley, the Miami-Dade County Supervisor of Elections, Defendants; All Attorney's Fees and Cost Incurred in Litigation will be the Sole Responsibility of Springs on the Green LLC

City Manager Gorland read the title of the agenda item.

Councilman Windrem moved the item. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.

5. Adjournment

There being no further business to be discussed the meeting was adjourned at 7:22 p.m.

Zavier M. Garcia
Mayor

ATTEST:

Suzanne S. Hitaffer, CMC
Acting City Clerk

Approved as written during meeting of:

Transcription 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

The regular meeting of the Miami Springs Code Enforcement Board was held on Tuesday, April 1, 2014 at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive.

1) Call to Order/Roll Call

The meeting was called to order at 7:03 p.m. by Chairman Marlene Jimenez. Tex Ziadie called the roll.

Present: Chairman Marlene B. Jimenez
Vice-Chairman Walter Dworak
John Bankston
Jorge Filgueira
Robert Williams

Also Present: Code Compliance Officer Harold (Tex) Ziadie
Code Compliance Officer Lourdes Taveras

Absent: Rhonda Calvert
Jacqueline Martinez-Regueira

Tex Ziadie mentioned that member Rhonda Calvert was absent due to her husband not feeling well and member Jacqueline Martinez-Regueira was absent due to her son being stung by a wasp and being sick. The Board's prayers go out to both of them.

2) Invocation/Salute to the Flag

All present participated.

Tex Ziadie administered the oath to all who were present to give testimony.

3) Approval of Minutes:

Minutes of the August 6, 2013 meeting were approved as written.

Member John Bankston moved to approve the minutes of August 6, 2013. Member Jorge Filgueira seconded the motion, which was passed unanimously by acclamation, all members voting "aye".

4) OLD BUSINESS-Cases

1) Case# 10-411
Address: 991 Hunting Lodge Drive
Owner: Elaine B. and Don Riedinger
Violation: Code Section 93-13- Maintenance of Property-
Excessive material

Officer Lourdes Taveras presented the case as follows:

On 08/06/13 the Code Enforcement Board heard the case to which Mr. and Mrs. Riedinger were present and the following actions were taken:
"Vice-Chairman Walter Dworak made a motion to grant the Riedingers 60 days to remove all of the excess material in the carport and in the rear yard. The motion was seconded by member Jorge Filgueira and passed unanimously on roll call vote. The deadline for compliance was October 7, 2013."

On 11/06/13 follow up inspection showed significant improvement in the front yard carport. Spoke to the property owner who was in his rear yard, he requested 2 more weeks to finish. Took pictures of the progress.

On 12/02/13 on follow up inspection noticed that the rear yard still had excessive material, however the front carport had enough space for a vehicle. Case to be referred to the CEB .

On 02/05/14 Summons to appear before the CEB on April 1, 2014 was sent via Police service and regular mail. Officer Taveras then displayed pictures of the location taken in December of 2013 and pictures taken today, April 1, 2014.

Mrs. Riedinger and Mr. Riedinger both spoke and said that they had been working on the material for some time and it just was a long process. The Board members asked some questions about some of the material, such as a huge black pipe section. Mr. Riedinger stated that he had never been told that some of the material needed to be removed, such as the wooden storage box in the front carport. Tex Ziadie stated that he had met with Mr. Riedinger in the past and specified what material had to be removed and he would be happy to do so again. He advised the Riedingers to call him and make an appointment for a site visit if they wanted him to do that.

The Board asked Mrs. Riedinger how much time she needed to comply. She said two weeks. Tex Ziadie suggested that more time was needed. He also clarified the reason for the Code being 1-aesthetics and 2-hazards of the material becoming airborne during a storm (as well as other hazards/sanitary reasons).

Member Robert Williams made a motion that the Riedingers be granted 30 days to comply to the satisfaction of the Code Compliance Department. Failure to comply within that time will result in a fine of \$50 per day, retroactive to today's date, April 1, 2014. The motion was seconded by member Walter Dworak and passed unanimously on roll call vote.

5) NEW BUSINESS-Cases

1) Case# 10-598
Address: 336 Linwood Drive
Owner: Carole L. Hamilton
Violation: Code Section 93-13-Maintenance of Property
excessive material

Officer Lourdes Taveras presented the case as follows:

On 03/10/10 during routine daily inspections of rear back yards noticed that the property had an open shed type building which was packed with many old broken and dilapidated items. A man was outside and he stated he was the property owner and his name was Bob. I advised Bob that his excessive accumulation of material could become a hazard, that he needed to start removing items from his shed and placing them on the alley way for trash pickup. He agreed and I informed him that I would be by every Wednesday for the next four weeks to assure that he removed items on a weekly basis. I also informed Bob that if no action was taken he would be given a NOV then a Summons to appear in front of the Code enforcement board. Granted 30 days to make a significant improvement on his rear yard.

On 03/24/10 No change had been made, no items had been discarded; follow up will be done in 7 days.

On 06/14/10 sent NOV by regular and certified mail.

On June 29, 2010 Mr. Robert Hamilton came to the meet with the Building Official, Tex Ziadie and Lourdes Taveras to get information on the structure and what his options were. He was advised to remove all exposed items and plywood from the structure. After the area is cleaned he should call the Building Official to inspect the structure to advise him on what repairs should be done to make the structure safe. Next follow up is July 17, 2010.

On July 20, 2010 on follow up inspection noticed that the rear structure had been significantly cleaned. Due to trash obstruction would return to take pictures.

07/26/10 Rear structure was significantly cleared, pending inspection from City Building Official to establish structure safety.

On February 3, 2014 after additional inspections and no significant progress, a Summons to Appear was sent via Police Service and regular mail.

On 02/19/2014 received a call from Ms. Carol Hamilton stating that she needed clarification on what needed to be done to comply with the Excessive Material case. She was advised that everything under the wood canopy needed to be removed and the actual wood canopy structure which was deemed unsafe by the Building Official also needed to be removed. She stated she would get it done.

Officer Taveras then displayed pictures of the location taken in January of 2014 and pictures taken today, April 1, 2014.

Mrs. Hamilton spoke and stated that what was there was 30 years of accumulation and it had been a long process in trying to get rid of it. The Board asked Mrs. Hamilton how much time she needed to comply. She stated 60 days. Tex Ziadie again offered to visit the site and clarify for Mr. and Mrs. Hamilton what needed to be removed.

Member Robert Williams made a motion that the Hamiltons be granted 60 days to comply to the satisfaction of the Code Compliance Department. Failure to comply within that time will result in the case being brought back to the Board for possible fines. The motion was seconded by member Jorge Filgueira and passed unanimously on roll call vote.

2) Case# 13-1050
Address: 970 Morningside Drive
Owner: Rene C. Wills and Litzie M. Wills
Violation: Code Section 93-13 Maintenance of Property-
Excessive material

(Note: This case was heard out of order from the agenda due to the other cases having nobody appear)

Officer Lourdes Taveras presented the case as follows:

On 05/23/2013 during city sweep for maintenance of property, noticed that the property had excessive debris, auto parts, furniture and other unrecognizable items buried in the vegetation. Posted a CN and granted 30 days to remove the excess material.

On 07/15/2013 on follow up inspection noticed that the debris in the yard had not been removed. Will issue a NOV and grant 30 more days.

On 07/24/2013 NOV was sent via certified mail and regular mail. Certified letter was returned by the post office as Unclaimed.

On 01/31/2014 a follow up inspection was done, no change on property, debris was under overgrown vegetation. Will refer the case to CEB for April 1, 2014.

On 02/03/2014 Summons to Appear before the CEB on April 1, 2014 was sent via Police Service and regular mail.

Officer Taveras then displayed pictures of the location taken in March of 2014 and pictures taken today, April 1, 2014.

Mister Rene Wills stated that he had begun taking material away and had hired men to do the work, but watching them do it had made him sick and he sent them away. He stated that he had an attachment to all of those things and it was very hard to get rid of them. He said that he knew it was a sickness and he had to deal with it and overcome it. Tex Ziadie commended Mister Wills for being honest and admitting he had a problem with hoarding. The Board asked Mister Wills how much time he needed to comply and he stated 60 days. Tex Ziadie repeated the offer made in the other cases to visit the site and tell Mister Wills what had to be removed.

Member Robert Williams made a motion that Mister Wills be granted 60 days to comply to the satisfaction of the Code Compliance Department. Failure to comply within that time will result in the case being brought back to the Board for possible fines. The motion was seconded by member John Bankston and passed unanimously on roll call vote.

- 3) Case# 12-448
 Address: 2 South Royal Poinciana Blvd.
 Owner: Claire E. Madan
 Violation: Code Section 93-13-Maintenance of Property
 excessive mold and mildew

Ms Madan did not appear.

Officer Lourdes Taveras presented the case as follows:

On 11/30/2011 during routine daily inspections noticed that the walls on the east side facing Hook Square were in need of cleaning and painting, the weeds were overgrown, and there was excessive mold and mildew on the walls. Posted CN on the property and granted 30 days to clean the property.

On 01/20/12 No action had been taken, will issue a NOV.

On 01/31/14 a follow up inspection was made and no compliance had been made, will refer the case to CEB for April 2014.

On 02/03/14 Summons to Appear before the CEB on April 1, 2014 was sent via Police Service and regular mail.

Officer Taveras then displayed pictures of the location taken in November of 2011 and pictures taken today, April 1, 2014.

Member John Bankston made a motion that Ms Madan be granted 30 days to comply to the satisfaction of the Code Compliance Department. Failure to comply within that time will result in a fine of \$100 per day being implemented, retroactive to today's date, April 1, 2014. The motion was seconded by member Robert Williams and passed unanimously on roll call vote.

- 4) Case# 12-2210
 Address: 800 Swan Avenue
 Owner: Octavio and Sandra Solis
 Violation: Code Section 151-04 Application for Building Permit

An E-mail (copied below with response from Tex Ziadie) was sent by Mister Solis requesting that this case be continued until the May Board meeting. The Board agreed by acclamation to allow the extension.

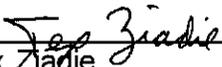
6) Council Liaison Report and Request

Tex Ziadie informed the Board about the manpower shortage in Code Compliance, with only one full time Code Compliance Officer. We are working hard to clean up old cases like the ones tonight and still keep up with the daily work load.

7) **Adjournment**

There being no further business the meeting was duly adjourned at 8:30 p.m.

Respectfully Submitted:



Tex Ziadie
Code Compliance Officer
Director-Building & Code Compliance Department
Acting as Clerk of the Board

Approved as written 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 Miami Springs Education Advisory Board met at 6:30 p.m., on Tuesday, March 18, 2014 in the City Hall Council Chambers.

The meeting was called to order at 6:32 p.m.

I. Call to Order/Roll Call

The following were present: Chair Dr. John Salomon
Vice Chair Dr. Mara Zapata
Michael G. Hunter
Kim Werner

Absent: Caridad Hidalgo

Also Present: Administrative Assistant Allene Paz

Approval of Minutes:

Minutes of the January 21, 2014 meeting were approved as written.

Board member Werner moved to approve. Board member Hunter seconded the motion, which carried 4-0 on voice vote.

Raul Perez, Director, Capital Improvement Office, Miami-Dade County Public Schools, provided an update on the GOB Bond Program as it relates to the four schools in Miami Springs. The two components of the program are the technology update to all schools and the renovations and repairs to existing schools. The technology goal is to have every classroom in the County equipped with the same capabilities.

Contracts were awarded to architects and contractors for 47 projects, including Miami Springs Elementary that has a budget of \$1.546MM. This project includes air conditioning and heating replacement, restroom and plumbing renovations, exterior door and window replacement, interior floor and ceiling replacement, new playground and fire alarm system, and portable removal. Construction is scheduled to begin early next year.

Miami Springs Middle School has a budget of \$5.355MM, including the replacement of one existing building, air conditioning and heating repair/replacement, roofing replacement, restroom and plumbing renovations, exterior door and window replacement, interior floor and ceiling replacement, portable demolition, fire alarm installation and painting and beautification. Construction will begin in year three of the program.

Springview Elementary has a budget of \$4.005MM, including replacement of three buildings, air conditioning heating/repair, electrical upgrade, restroom and plumbing renovation, window replacement, floor and ceiling replacement, playground replacement, fire alarm installation and portable demolition. Construction will begin in year three of the program.

Miami Springs Senior High is in year four of the program; the current budget is \$12.964MM, including air conditioning/heating replacement, roofing replacement, exterior wall finish and repair, door and hardware replacement and portable demolition. Some funding has been moved to this year for the portable demolition and exterior painting.

Mr. Perez said that more information is available on the website at www.dadeschools.net.

Youth Advisory Council

Vice Chair Zapata stated that a group of young people will represent the schools on the Youth Advisory Council. There is one student who will graduate from Miami Springs Senior High that would be a mentor to the students as the next academic year begins.

Cesar Castillo, Chairman/District 6 Youth Commissioner for Miami-Dade County addressed the Board members to explain the importance of the Youth Advisory Council and allowing young people the opportunity to have their voices heard. He invited everyone to attend the next meeting on Thursday, March 20th with all 27 Youth Commissioners.

Mr. Castillo explained the various initiatives of the Youth Commission, including the Violence Intervention Program.

Vice Chair Zapata stated that Cesar would lead the effort for the remainder of the academic year and Joshua Kluthe would be his successor, while Cesar is invited to continue providing guidance to the Youth Council. The City resolution allows for one member from each school.

Introductions were made by Michael Dominguez representing Blessed Trinity Catholic School, Natalia Suarez from Springview Elementary and Avery Tallman from All Angels Academy.

Vice Chair Zapata said that the Youth Council would meet every other month in the Council Chambers one hour before the Education Advisory Board meetings. The resolution provides for a meeting every three months, but that does not coincide with the Education Advisory Board meetings. She said that one member of the Education Advisory Board and one staff member from City Hall should be present for the meetings. She emphasized the importance of allowing the younger students to have a voice.

Vice Chair Zapata moved to recommend that the Youth Advisory Council meetings be held before the Education Advisory Board meetings. Board member Hunter seconded the motion.

Board member Werner asked about the supervision of the Youth Council and Vice Chair Zapata volunteered to be present one hour before the Education Advisory Board meeting to provide the supervision.

The motion carried 4-0 on voice vote.

II. Education Compact

1. Student Achievement

- School Reports

Naomi Simon, Assistant Principal of Miami Springs Elementary reported on student achievement, the winter assessment scores, teacher quality and retention, business partnerships, grants, and the planning stages for the implementation of the Cambridge program. Activities include STEM opportunities for the students, several extracurricular activities and PTA fundraising. Enrollment is 527 students.

Ms. Simon answered questions from the Board members regarding STEM activities and the test data analysis.

Olga Siddons, Counselor for Springview Elementary reported on the Curtiss Mansion summer camp program, Cloud Nine program, the Fairchild Challenge, teacher retention, career day, test scores and afterschool tutoring.

AIE Charter School teacher Nevenka Huertas reported there are 350 students in K-8 grade. FCAT tutoring is held before and after school and on Saturday. Activities include a Miami-Heat pep rally, PTO fundraisers, field trips, and a meditation program. Laptops were purchased through grant funds and they are holding after school computer programs.

Vicky Rodriguez, Assistant Principal of Miami Springs Middle School recognized the girls' and boys' softball teams for their achievements and reported on various student activities, programs and student academic achievements. Articulation was completed with the High School and feeder pattern elementary schools and applications are open for the Cambridge Academy within the feeder pattern schools. Current enrollment is 1,452 students and the projection is 1,438 for next year.

Al Torossian, Assistant Principal for Miami Springs Senior High School reported on the results of the winter interim assessments, ELL parent night, Saturday tutoring and reading sessions. ACT and SAT tutoring will begin after Spring Break; there are 1,720 students and attendance is ranked 5th for all the major high schools in the County. He reported on the college road trip to the various state universities, the Miami-Dade College honors program and the NASCAR 1080 STEM program.

Mr. Torossian announced that the demolition of the portables commenced and the removal should be completed within the next 30-45 days. The exterior painting of the school should be finished within the next 60-90 days.

Mr. Torossian reported on the Athletic Hall of Fame that will take place at the Miami Springs Country Club on Thursday, April 10th.

All Angels Academy Academic Dean Terry Alexander stated that the school has 110 students. Students participated in the Miami-Dade County History Fair and seven students advanced to the State competition.

2. Parental Involvement

- PTA reports (discussed during School Reports)

III. New Business

1. District and School District meeting opportunities for community

Board member Hunter stated that the proposal is for a District representative in charge of policy to come and give the parents a chance to ask questions at a Town Hall meeting. He would like the parents to have the opportunity to voice their concerns about the school operations.

Chair Salomon said that if the Town Hall meeting were to have representation from the District and the City in order to answer questions it would involve contacting the District and the Region, as well as a recommendation to the City Council to give their approval.

Board member Werner felt that the proposal could be implemented based on the City Manager and City Council having been very amenable to the suggestions of the Board in the past.

Chair Salomon asked what would be the timeframe for holding the Town Hall meeting and Mr. Hunter responded that it could be at the beginning of the next school year, after lining up the individuals and notification to the schools and the press.

Chair Salomon asked where the Town Hall meeting would be held and Ms. Werner replied that the City has many great venues, including the Rebeca Sosa Theatre.

Vice Chair Zapata asked how this is different than the parents going to the School Board to address their concern and what they feel will be accomplished.

Mr. Hunter felt that this would allow the District representative to reach out to the community instead of the parents having to go to the School Board and speak in a public format with limited time.

Vice Chair Zapata was of the opinion that the District already reaches out to the community by providing representation to the Education Advisory Board, although she does understand the difference in Mr. Hunter's proposal.

Chair Salomon asked Mr. Hunter to type a draft of what the Town Hall meeting would entail and to bring it to the next meeting for further consideration.

2. Possibility of schools partnering with social media provider or social networking services

Chair Salomon stated the idea is to disseminate information to the community members. He asked the Board members to comment on the item.

Board member Hunter feels that information is free and available through the educational social media, twitter or google.

Chair Salomon called the Office of Community Engagement and spoke with the District Director about the possibilities of the school partnering with social media providers. He would not want to subject the students to any risk. Miami-Dade County has an acceptable use policy in place; the Superintendent has a twitter account, as well as Miami-Dade County Public Schools. He felt that the questions to answer are who would be responsibility for hosting a social media venue; what kind of information would be disseminated; who will be allowed to use it and if student pictures would be posted that would require release forms.

Board member Hunter explained that he uses social media in a very passive mode. He requires his students to have one account or another and he invites parents to join. This allows advance notice of tests, study means, and homework assignments. He was of the opinion that a social media site does not put anyone at risk as long as it simply providing information and does not involve active conversation.

Chair Salomon suggested inviting the District Director of the Office of Community Engagement to attend the next Education Advisory Board meeting to provide more information.

Board member Werner would like to know how much the City's website is utilized and the number of hits it receives. If the number is significant, this would be a means of providing information without having to create another means.

Vice Chair Zapata said that the education compact delineates the use of the City's website to provide information to the community. She said that some students might not have access to social media accounts.

Board member Hunter commented that he is not making a suggestion to partner with a social media provider.

IV. Unfinished Business:

1. Bond update (previously discussed at the beginning of the meeting)
2. No Place for Hate

Board member Werner presented an update on No Place for Hate and the activities taking place in the City of Miami Beach, which she feels can be done in Miami Springs.

Ms. Werner contacted the Anti-Defamation League and the representative offered to meet with the Education Advisory Board to address how the community can obtain funding for all the schools. She is very excited about the idea and will be meeting with City grant writer Carol Foster to talk about the possibilities for funding. She is hoping that the public schools will support the initiative because being designated a Community of Respect is a very desirable status for the community.

Lubby Navarro commented on the opportunity for the City being designated a Community of Respect. She encouraged the Board to look for funding.

3. Miami Springs Historical Society

Jim Watson provided an update on the status of the relocation of the Miami Springs Historical Museum, the renovation of the building at 501 East Drive and the various activities of the Miami Springs Historical Society. The Society hopes to work directly with Miami-Dade County Public Schools.

4. Intergenerational Art Show

Chair Salomon reached out to local artist Joan Cavalier, through Councilman Petralanda, to implement a proposal for an Intergenerational Art Show. Senior Citizens will showcase their artwork, along with the school students' artwork. He drafted a list that includes liaisons appointed by the City Council and the District. The show would include artwork from each school and from the senior citizens. The event could be hosted at the Curtiss Mansion or the Rebeca Sosa Theatre in the next school year. The idea is to have interaction between the senior citizens and the students, as outlined in the education compact.

Board member Werner commented that it is a great proposal that would provide interaction between the students and the elderly.

5. MIA jobs for MS Senior High students

Chair Salomon said that a previous motion was passed to the City Council regarding this item and they requested additional information. He spoke to Councilman Petralanda who suggested visiting the Director of Miami International Airport regarding possible job internships.

Board member Hunter suggested that the Director of the Tourism Academy at the High School should be involved in the meeting.

Ms. Navarro recommended the involvement of County Commission Chairwoman Rebeca Sosa in the process since she could bring in the Aviation Department.

V. Report From School District

Lubby Navarro, Director, Office of Intergovernmental Affairs, Miami-Dade County Public Schools, reported that Superintendent Carvalho was named National Superintendent. The District was recognized by the College Board for student performance in advanced placement exams across the nation.

Ms. Navarro gave an update on the Legislative Session. She explained that accountability is the major item they are following, in addition to the budget, class size and dual enrollment. The State Education Board will assess school grades and meet in August to set the cut scores after students are tested, which is a major change in accountability. School grades are very important to the schools and the entire community.

Board member Hunter expressed his concern about Value Added Model (VAM) scores.

Ms. Navarro said that now is the time to contact the Legislators since they are in the middle of budget process. The Governor's budget that was released in January falls short in supporting K-12 compared to the budget for the last two years. The State has a responsibility to support education in a uniform manner for every student and in the last ten years the burden has been pushed onto the taxpayers in the community. She said that because of the Value Adjustment Board process the tax roll has not been certified, which cuts the amount of funds distributed to the District.

VI. Suggestions for Next Agenda: None

VII. Adjournment

There was no further business to discuss and the meeting adjourned at 8:17 p.m.

Respectfully Submitted,

Suzanne Hitaffer
Clerk of the Board

Approved as written at meeting of:

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.



City of Miami Springs, Florida

The Architectural Review Board met at 7:00 p.m., on Wednesday, April 3, 2014 in the City Hall Council Chambers.

1) Call to Order/Roll Call

The meeting was called to order at: 7:02 p.m.

The following were present: Joe Valencia
Fredy Albiza
Ana Paula Ibarra
Valentine Soler

Absent: Marc Scavuzzo

Also present: Board Secretary Elora R. Sakal

2) Approval of Minutes:

Minutes of the January 9, 2014 meeting were approved as written.

Vice Chair Ibarra moved to approve the minutes as written and Board member Albiza seconded the motion, which carried unanimously on voice vote.

3) New Business:

a) Research on the Geoblock Geosystems

By consensus, the Board agreed that Vice Chair Ibarra would speak with the City Manager regarding the status of the Geoblock Geosystems.

b) Discussion on entrance signage

By consensus, the Board agreed to contact their Council Liaison to see if there is any interest in this idea and what the viability would be for the Board to look for sponsorships or grants to implement this project.

c) Discussion on façade renovations

By consensus, the Board agreed to speak with their Council Liaison regarding this item to see if there is funding available to implement this project.

d) Revision of the Mission Statement

By consensus, the Board agreed that Vice Chair Ibarra would speak with the City Manager to see if this item can be added to the next City Council meeting agenda for discussion with Council.

4) Adjournment

There was no further business to discuss and the meeting adjourned at 7:54 p.m.

Respectfully Submitted,

Elora R. Sakal
Board Secretary

Approved as written at meeting of:

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.



DRAFT

City of Miami Springs, Florida

The Board of Adjustment met in Regular Session at 7:00 p.m., on Monday, April 7, 2014 in the Council Chambers at City Hall.

1) Call to Order/Roll Call

The meeting was called to order at 7:16 p.m.

The following were present: Chairman Manuel Pérez-Vichot
Ernie Aloma
Bill Tallman

Absent: Vice Chairman Francisco Fernández
Bob Calvert
Alternate Michael White

Also present: City Planner Chris Heid
Board Secretary Elora R. Sakal

2) Approval of Minutes

Minutes of the March 3, 2014 meeting were approved as written.

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

3) New Business:

Board Secretary Sakal swore in the applicant and the City Planner.

A) Case # 05-V-14

AQ GROUP, LLC
5001 N.W. 36 STREET
Zoning: COMMERCIAL
Lot Size: 61,204 SQ. FT.

Applicant is seeking a variance from Section 150-025 (E) to replace an existing wooden canopy that is deteriorating so as to continue to provide covered passage from the parking lot to the Hotel building.

Board member Aloma moved to approve the variance. Board member Tallman seconded the motion which was carried unanimously on voice vote.

Chair Pérez-Vichot advised the applicant of the 10 day appeal period.

4) Adjournment

There was no further business to be discussed and the meeting was adjourned at 7:21 p.m.

Respectfully Submitted,

Elora R. 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".

The City of Miami Springs
Summary of Monthly Attorney Invoice
Orshan, Lithman, Seiden, Ramos, Hatton & Huesmann, LLLP

April 10 for March

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	2,381.40	17.64
Human Resources Department	629.10	4.66
Risk Management	526.50	3.90
Finance Department	1,166.40	8.64
Building, Zoning & Code Enforcement Department	1,868.40	13.84
Planning	1,034.10	7.66
Police Department	729.00	5.40
Public Works Department	348.30	2.58
Recreation Department	390.15	2.89
IT Department		0.00
Golf	124.20	0.92
Senior		0.00
General - Administrative Work	5,085.45	37.67
Sub-total - General Fund	<u>\$14,283.00</u>	<u>105.80</u>
 <u>Special Revenue, Trust & Agency Funds</u>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
Sub-total - Special Funds	\$0.00	0.00
 GRAND TOTAL: ALL FUNDS	 \$14,283.00	 105.80

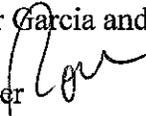
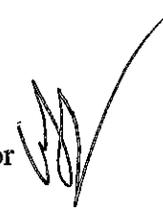


CITY OF MIAMI SPRINGS
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5035
Fax: (305) 805-5018

Agenda Item No.

City Council Meeting of:

4-14-2014

TO: The Honorable Mayor Xavier Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager 
FROM: William Alonso, CPA, CGFO, Assistant City Manager/Finance Director 
DATE: March 25, 2014
SUBJECT: **Stafford Memorial Golf Tournament**

The Administration has received the attached invoice from the Miami Springs FOP Lodge No. 11 for the \$2,000 city sponsorship of the annual Stafford Memorial Golf Tournament.

The Administration requests Council approval of this amount which is budgeted in the City Council budget under the \$25,600 lump sum allocation in the promotions line item.

Miami Springs FOP Lodge No. 11

INVOICE

INVOICE #130
DATE: MARCH 25, 2014

TO
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166
Attn: Finance Department

DESCRIPTION			AMOUNT
City Sponsorship of the 8th Annual "Charles B. Stafford Memorial Golf Tournament			\$2,000.00
		TOTAL	2,000.00

4/14/14



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: Ronald Gorland, City Manager
FROM: Omar Luna, Recreation Director
DATE: April 3, 2014

RECOMMENDATION:

Recommendation that Council waive the competitive bid process and approve an expenditure of \$15,000 to Firepower Displays Unlimited, LLC for the purchase of the 4th of July fireworks display, pursuant to Section §311.11 (E)(6)(g) of the City Code. As funds were approved in the FY 13/14 Budget.

DISCUSSION:

Provide the annual fireworks display for the 4th of July. This vendor has provided the fireworks display to the City since 1997. This company is one of only two local vendors and has provided firework displays for several municipalities such as: City of Homestead, City of Marathon, City of Pembroke Pines, Town of Davie, City of Coral Gables and Florida City. Firepower works directly with the Miami Dade County Fire Department on our behalf, which expedites the permitting process and inspections required.

COST: \$15,000

FUNDING: Parks and Recreation/Promotions:
001-5701-572-48-00

Professional Services Approval: _____



FIREWORKS DISPLAYS UNLIMITED

... a division of Firepower Displays

SPECTACULAR CUSTOM FIREWORKS DISPLAYS FOR ANY OCCASION

CONTRACT FOR FIREWORKS DISPLAYS

Sponsors	:	CITY OF MIAMI SPRINGS
Contact	:	RON GORLAND
Date of Display	:	JULY 4, 2014
Location	:	MIAMI SPRINGS GOLF COURSE
Time	:	APPROX. 9:00 PM
Duration	:	APPROX 18-20 MINUTES
Show Price	:	\$15,000
Deposit	:	\$7,500
Remarks	:	

We the undersigned, being interested in a fireworks display for CITY OF MIAMI SPRINGS agree to pay a price of \$15,000 for the display agreed upon, which will be furnished by Fireworks Displays Unlimited, LLC.

The undersigned, intending to be legally bound, agree as follows:

1. Sponsor to make a deposit payment of 50% of the contact price upon signing of contract, but no later than 30 days prior to display.
2. In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1-1/2% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Fireworks Display's reasonable attorney fees and court costs in the event Fireworks Displays shall commence suit or incur fees to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained.
3. SPONSOR'S AGENT: RON GORLAND be designated as sponsor's agent to whom all questions and inquiries shall relay all questions and inquiries. Sponsor's agent shall be the only agent of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of the sponsor.
4. If event is on land, sponsor to furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Fireworks Displays Unlimited, LLC advises that it is no longer necessary. Fireworks Displays Unlimited, LLC is not responsible for clean-up of land-based shows other

Firework Effects

ASSORTED MINES, ASSORTED COLOR, PEONIES & CHRYSANTHEMUMS – bursts resembling a round and weeping flower pattern, **WHISTLES** – a break of color, followed by whistles, **SCREAMING DRAGONS** – a break of bright magnesium colors followed by loud screaming whistle, **GOLD FLITTER, SILVER OR GLITTER CROSSETTES** - exploding comets crackling into crisscrossing effects, **FANCY STAR SHELLS** – Assorted brilliant colors in various patterns, **SPIDERWEBS** – long hanging fine webs of gold or silver, **TOURBILLIONS** – titanium silver spinning effects, **RINGSHELLS** – assorted ring patterns of different colors of one, two, three or five different colors, **GOLDEN, SILVER, GLITTERING OR CRACKLING PALM TREES** – a palm tree image with trunk-like different forms, **ASSORTED TWO and THREE COLOR CHANGING CHRYSANTHEMUMS & PEONIES** – two or three distinct color changes that resemble a round and weeping flower pattern, **STROBES** – a variety of bright twinkling shells, **ASSORTED COLOR BROCADES** – a dense golden, silver or assorted color effect ending at the tips with an umbrella-like canopy cascading and falling low, **MULTI-BREAK SALUTE SHELLS** – a variety of salute effects that incorporate multiple powerful reports into the display, **ASSORTED COMETS**, bright luminous thick tail with comet-like appearance with various colors, **ASSORTED TIGERTAILS**, similar to comets, **ASSORTED MINES**, projects various types of effect and colored stars that are launched and ignited at a low altitude, **TITANIUM SALUTES** – these shells explode into a burst of brilliant white lights and booming reports, **ASSORTED COLOR & CRACKLING EFFECTS** – assorted color peonies and chrysanthemums with crackling effects, **WILLOWS** - very fine lines with an umbrella like effect cascading slowly, **ETC.**

Shell Count

	OPENING	BODY	FINALE	TOTAL SHELLS
2.5" SHELLS	72	72	108	252
3" SHELLS	30	150	360	540
4" SHELLS	18	198	90	306
5" SHELLS	8	112	24	144
6" SHELLS	6	90	21	117

FINALE BARRAGE: OVER 1000 SHOTS.

than company equipment, supplies and packing materials. A land based fireworks show produces debris. Sponsor shall be responsible for the clean-up of any such debris.

5. If event is over water, Fireworks Displays Unlimited will be responsible for marine permit, and for control of safety zone
6. Fireworks Displays Unlimited, LLC. reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
7. Fireworks Displays Unlimited, LLC. will furnish all applicable licenses, permits and \$1,000,000 liability insurance and pyrotechnicians for your electronically fired display.
8. **NOTE:** In accordance with local regulations and ordinances, fireworks displays shall not take place later than 10:30pm unless approval is obtained from the governing authority. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays. If for some reason, shoot time does not occur before the allotted time and shoot is cancelled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
9. Hold harmless Fireworks Displays Unlimited, LLC. from any claims that do not directly relate to damages produced by its staff, equipment or pyrotechnic material.
10. CREDITS: As a material inducement to Fireworks Displays agreeing to enter into this agreement, Sponsor shall give Fireworks Displays program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.
11. If show is canceled, sponsor is responsible for any permit, fire watch or barge/tug fees, if applicable. Additionally, sponsor will be responsible for load in/ load out expenses not to exceed 50% of budget. If show is stopped while in progress for any reason, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
12. If wind exceeds 20 miles per hour, fireworks display will be postponed to an agreed date between sponsor and Fireworks Displays Unlimited, LLC.
13. Rain date policy is as follows: Postponement time is 11:30am day of display.
14. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, it shall be re-scheduled to the Inclement Weather Date set forth by Sponsor.
15. **IMPORTANT NOTE:** Items listed in this proposal assume a firing area that conforms to NFPA Code 1123-1995, which states that there must be at least 70 feet per inch of shell diameter between firing site and any spectators, cars or buildings. This program requires a safety zone that has a radius of 350 feet because of the inclusion of 5-inch shells. Adjustments will be made to the content of this program if necessary to conform to NFPA 1123-1995.

***Fireworks Displays Unlimited, LLC, upon acceptance of this contract in writing, agrees to fulfill the contract in a workmanlike and professional manner.*

Date

Sponsor

Fireworks Displays Unlimited, LLC.
Allyson Avins, Manager



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: Erika Santamaria, City Clerk
 DATE: April 9, 2014
 SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Board of Adjustment/Zoning and Planning Board</u>				
Mayor Zavier 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
Vice Mayor 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>Code Enforcement Board</u>				
Mayor Zavier Garcia	Walter Dworak	09-30-2016	11-14-2005	09-14-2010
Councilman Petralanda-Group 4	Robert Williams	09-30-2016	03-10-2008	10-25-2010
<u>Civil Service Board</u>				
Councilman 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 Zavier Garcia	Connie Kostyra*	04-30-2015	VACANT	VACANT
Councilman Bain – Group 2	Arthur Freyre	04-30-2017	05-19-2009	05-09-2011
Vice Mayor 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 Zavier Garcia	Charlene Anderson*	12-31-2016	VACANT	VACANT
Councilman Windrem – Group 1	Catherine Stadnik	12-31-2016	12-14-1998	02-14-2011
Vice Mayor Lob – Group 3	Richard Barnes	12-31-2016	05-11-2009	01-24-2011
Councilman Petralanda Group 4	Roslyn Buckner	12-31-2016	03-26-2012	03-26-2012

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Ecology Board</u>				
Councilman Bain – Group 2	Carl Malek	04-30-2017	11-22-2010	05-09-2011
<u>Education Advisory Board</u>				
Mayor Zavier Garcia	Caridad Hidalgo	05-31-2015	01-28-2013	01-28-2013
Councilman Bain – Group 2	Dr. Mara Zapata	05-31-2015	06-13-2011	06-13-2011
Vice Mayor Lob – Group 3	Dr. John Salomon	05-31-2015	12-14-2009	06-13-2011
<u>Golf and Country Club Advisory Board</u>				
Mayor Zavier Garcia	Michael Domínguez	07-31-2015	04-12-2010	09-26-2011
Councilman Windrem – Group 1	Mark Safreed	07-31-2015	08-08-2005	06-27-2011
Councilman Bain – Group 2	George Heider	07-31-2015	08-13-2001	06-27-2011
Vice Mayor Lob – Group 3	Ken Amendola	07-31-2015	10-10-2011	10-10-2011
Councilman Petralanda-Group 4	Art Rabade	07-31-2015	03-11-2013	03-11-2013
<u>Historic Preservation Board</u>				
Mayor Zavier Garcia	Sydney Garton**	01-31-2016	11-08-1993	02-08-2010
Councilman Bain – Group 2	Yvonne Shonberger**	02-28-2017	06-13-2005	09-10-2012
<u>Board of Parks and Parkways</u>				
Vice Mayor Lob – Group 3	Irene Priess**	04-30-2017	08-13-2001	04-25-2011
Councilman Petralanda-Group 4	Jean Ansbaugh**	04-30-2017	03-14-1994	04-25-2011
<u>Recreation Commission</u>				
Mayor Zavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
Councilman Bain – Group 2	Dr. Stephanie Kondy**	04-30-2017	06-13-2005	09-10-2012

* Connie Kostyra resigned on April 28, 2011.
 Charlene Anderson resigned on June 6, 2011.

** Historic Preservation Board – Council confirmation required per §153.11 of the City Code of Ordinances: “..... No board member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council.....”

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

CITY OF MIAMI SPRINGS



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

Agenda Item No.

City Council Meeting of:

4/14/14

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ron Gorland, City Manager
FROM: Omar Luna, Recreation Director
DATE: March 17, 2014
SUBJECT: Coach Background Clearance Expense Billing Discussion

Because the current method of billing by youth participant is being questioned, Council is being asked to determine if the City is to continue billing by (A) participant; (B) number of coaches per youth organization (average cost of a background check); or (C) actual cost of each background check.

Following is a breakdown of the cost of processing background checks to include fingerprinting for all coaches involved in MSVG Soccer, Optimist Football, Little League and City Youth Basketball League.

A) The following are the current numbers for each program:

- Optimist football had 13 coaches and 59 participants
- Little League had 99 coaches and 310 participants
- Soccer had 38 coaches and 569 participants
- **Total is 150 coaches and 938 participants**
- City Basketball League 17 coaches and 239 participants

Out of Pocket:

Background/Fingerprinting check fees	\$26.60
ID card preparation	<u>1.40</u>
Total out of pocket per person	\$28.00

Labor costs:

Recreation	\$37.45 per person.
HR	3.31 per person
CPO	<u>12.41</u> per person
Total labor costs per person	\$53.17

Total costs to process each person	<u>\$81.17</u>
------------------------------------	----------------

*****Please note that the \$26.60 fee per Background/Fingerprinting is calculated at \$33.00 for the first year and \$25.00 for 4 years. The average comes out to \$26.60.***

Little League:

Out of Pocket: 99 Coaches X \$28.00 = \$2,772.00
Labor: 99 Coaches X \$53.17 = \$5,263.83
Current: 310 Participants X \$5.00 = \$1,550.00

MSVG Soccer:

Out of Pocket: 38 Coaches X \$28.00 = \$1,064.00
Labor: 38 Coaches X \$53.17 = \$2,020.46
Current: 569 Participants X \$5.00 = \$2,845.00

Optimist Football:

Out of Pocket: 13 Coaches X \$28.00 = \$364.00
Labor: 13 Coaches X \$53.17 = \$691.21
Current: 59 Participants X \$5.00 = \$295.00

City Basketball:

Out of Pocket: 17 Coaches X \$28.00 = \$476.00
Labor: 17 Coaches X 53.17 = \$903.89
Current: 239 Participants X \$5.00 = \$1,195.00

*****The City of Miami Springs Basketball League also has 7 of the current City Staff that coach in the program. Those seven coaches are not added to these numbers.***

CITY OF MIAMI SPRINGS



Agenda Item No.

City Council Meeting of:

4/14/14

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

TO: Honorable Mayor Garcia and Members of the City Council

FROM: Ron Gorland
City Manager

SUBJECT: New Aquatic Facility LEED Recommendation

DATE: March 19, 2014

LEED RECOMMENDATION:

LEED (Leadership in Energy and Environmental Design) was developed by the U.S. Green Building Council (USGBC). **LEED Certification** provides independent, third-party verification that a building, home, or community was designed and built using strategies aimed at achieving high performance in key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.

While B&A recommends consideration be given to LEED accreditation, it was noted in their "Exclusions" and not included in their recently approved contract. The additional cost for LEED consulting services should not exceed \$49,928 (see attachment "A"). However this does not include the undefined additional cost of materials, processes, project time extension (if any) and the contract provision does not guarantee the level of LEED accreditation that will actually be achieved. B&A's fee for LEED inclusion is \$5,750. The increased cost to the project is estimated to be in the 5-7% range of the total project. If the decision regarding LEED is made quickly there should be no project timeline delay. Based on an estimated \$3-5 million total project cost, the total LEED cost is estimated to be a maximum of \$400,000 which the City should recoup in all or part in future years.

Options for Council consideration:

1. LEED Accreditation (Level of LEED certification is not guaranteed by LEED consultant)
2. Non-certified LEED process similar to what we did at the Community Center (ex. room motion-activated light switches) - recommended by the Administration
3. Little to no LEED consideration

Bermello Ajamil and Partners - Amendment 1 (Draft)

Bermello Ajamil and Partners and its consultants will provide LEED (Leadership in Energy and Environmental Design) Consulting Services for the Miami Springs Aquatic Facility project as described below for the fee of **\$49,928** and as further described in the attached Spinnaker Group's LEED Consulting Proposal.

LEED Consulting and Management - \$ 15,680

The team will organize and facilitate LEED charrettes in collaboration with the client, track and report status and activity of LEED credits, register the project with the Green Building Certification Institute, develop a LEED schedule, provide consultation to the project's major systems design teams, assign responsible parties in LEED calculations, develop and review of LEED specific specification language, train contractor and subcontractor on LEED requirements and LEED record keeping, and coordinate the assembly of the LEED documentation submission.

Fundamental Commissioning - \$ 14,310

The team will develop commissioning requirements for the project, meet with the Design Architect, Design-Build Contractor and Architect, and Owner to explain the commissioning process for the project, develop a commissioning plan for the project which will include all parties involved in the development of the project, verify that energy consuming systems installation of the project meet the requirements of the USGBC including all pre-functional and functional testing, and prepare a commissioning management report which includes an executive summary, design intent, basis of design, pre-functional and functional checklists and deficiency log.

Enhanced Commissioning - \$ 6,188

The team will document the Owner's project requirements and basis of design, perform a focused design review including making the project easier to review, how building maintenance can be made easier, confirm systems are consistent with design intent and how utility usage and indoor air quality can be improved, review and recommend approval, disapproval or conditional approval of submittals by the Design-Build Contractor and Architect applicable to systems being commissioned for compliance with commissioning needs, develop and systems manual and deliver it to the Owner, verify training of systems operating personnel and conduct a post occupancy review at 10 months post occupancy.

Energy Modeling - \$ 8,000

The building will be modeled to demonstrate compliance with ASHRAE Standard 90.1 for its projected energy use, in order to qualify for LEED certification under the Energy and Atmosphere prerequisite, using the Department of Energy's DOE-2 energy modeling software engine.

LEED Supporting Documentation and Coordination – \$ 5,750

The team will provide the necessary documentation (plans and specifications) during the design criteria process for submission to the USGBC, and attend and document LEED related meetings and coordinate the flow of LEED related information between the Owner, Consultants, and Design-Building team.

LEED Consulting Services Fees

1. LEED Consulting and Management (Spinnaker Group)	\$ 15,680
2. Fundamental Commissioning (Spinnaker Group)	\$ 14,310
3. Enhanced Commissioning (Spinnaker Group)	\$ 6,188
4. Energy Modeling (Spinnaker Group)	\$ 8,000
5. LEED Supporting Documentation and Coordination (B&A)	\$ 5,750
Total Fees	\$ 49,928



THE SPINNAKER GROUP

THE SPINNAKER GROUP

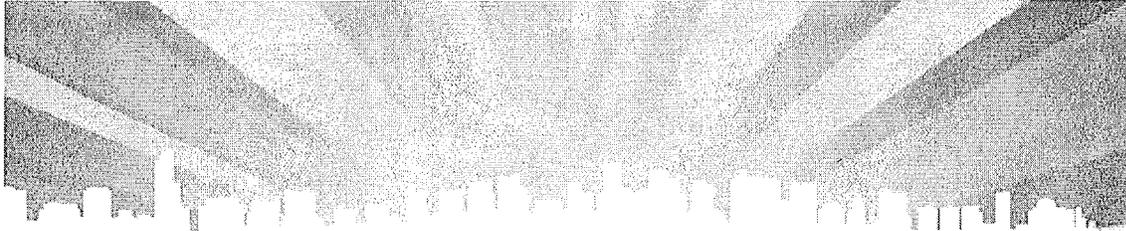
501 SPINNAKER

WESTON, FL 33326

www.thespinnakergroupinc.com

(954) 347-0967

Fax (954)-217-3614



Proposed Project

Miami Springs Aquatic Facility

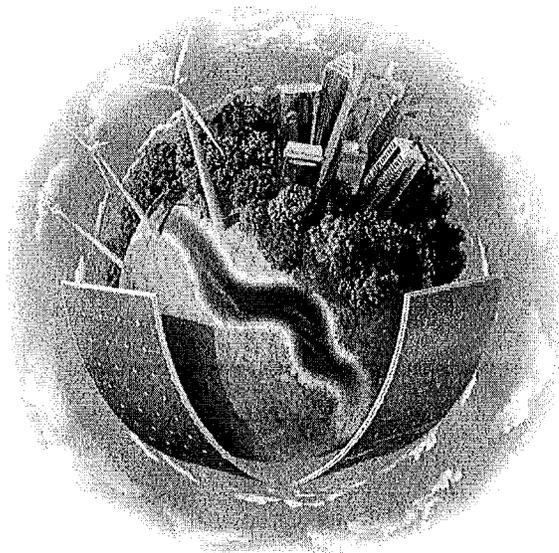
Proposed To

Bermello Ajamil & Partners, Inc

2601 S. Bayshore Drive, Suite 1000

Miami, FL 33133

March 13, 2014



THE SPINNAKER GROUP

Our Passion.

Our Focus.

Our Only Business.

GREENBUILDINGS.

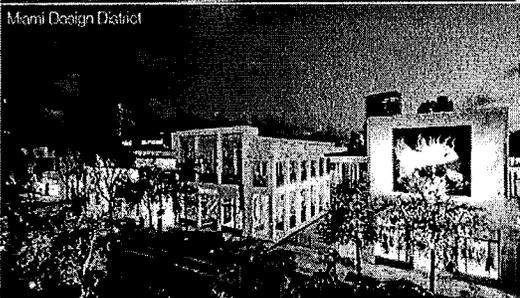
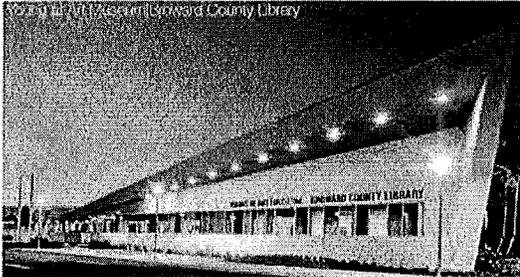


Building Commissioning · Energy Modeling · LEED Consulting



Very nice job on the Commissioning Reports for St. Francis. I read them and was very much impressed with your attention to detail. Keep up the good work!
 - Jim Skelton, FMA, Building Engineer

Project Certifications To-Date:



SEASONED INDUSTRY EXPERTS

- Over 70 LEED Certified Projects To-Date
- Over 200 Projects In-Progress
- Professional Engineers & Architects
- Licensed Building Commissioners
- LEED APs; BD+C, ND, CI, O&M,
- CSI, CDT, BEMP, PX, BN, CMC Certifications
- LEED Faculty

THE LEADERS IN LEED

- Fast Track LEED Certification Available, USGBC Preferred Provider ©
- Customized LEED Design Charettes
- AIA & GBCI Continuing Education Provider
- Contractor Credit Facilitation

VALUABLE, PROVEN RESULTS

- LEED Certified Projects are proven to:
- Increase Productivity
 - Lower Energy Costs
 - Increase Lease Rates and Leasing Velocity
 - Increase in Market Value
 - Competitive pricing for all Green Building and LEED related services

AWARD WINNING

- USGBC South Florida Chapter, Gala Verde Project Award Winner
- USGBC South Florida Chapter, Firm of the Year Award
- ULI (Urban Land Institute) Project of the Year
- 2013 South Florida Business Journal "Business of the Year"
- 2013 AIA Palm Beach "Consulting Firm of the Year"
- 2013 Sustainable Florida "Best Practices" Award

LEED CONSULTING PROPOSAL

Scope of Services

- The Spinnaker Group will serve as the conduit and 'Point of Contact' for coordinating, organizing and assisting in the implementation of LEED criteria.
- The Spinnaker Group will organize and facilitate LEED charrettes in collaboration with client.
 - This includes:
 - Facilitate the charrettes in concert with owner
 - Moderate meeting
 - Develop and route minutes
 - Track assignments
- Track and report status and activity of LEED credits.
- Develop comprehensive LEED Plan to detail the credits being targeted, the credit requirements, the strategies to meet the credit requirements, the action steps required and the responsible party
- Registration with the Green Building Certification Institute. (GBCI)
- Develop a LEED Schedule
- Provide consultation to the project's major systems design teams regarding:
 - Design
 - Method
 - Materials
 - Additional Expertise
- Assist responsible parties in LEED calculations for Site, Water, Material, and IEQ Credits
- LEED credit interpretation reviews and/or submissions to the GBCI
- Assist in the development and /or review of LEED specific specification language for materials, equipment, submittal procedures, Construction Waste Management, and Construction Indoor Air Quality Management
- Train contractor and subcontractors on LEED requirements and LEED record keeping
- Responsible for coordinating the assembly of the LEED Documentation submission

- Coordinate the appeal of denied credits if required.

Energy Modeling Scope of Services

The building must be modeled to demonstrate compliance with ASHRAE Standard 90.1, for its projected energy use, in order to qualify for LEED® certification under the Energy and Atmosphere prerequisite. In addition, up to 10 credits can be earned, if energy savings above and beyond the 90.1 Standard can be demonstrated through energy modeling. This modeling must be performed in accordance with ASHRAE 90.1 appendix g methodology. We will use the Department of Energy's DOE-2 energy modeling software engine. Our services include:

- The base ASHRAE 90.1 compliant model
- The CD Design Model
- Additional "what-if" energy efficiency / conservation strategies can be provided for an additional cost of \$300 each.

Completion of LEED Online Templates and GBCI Comment responses

Commissioning Scope of Work

Commissioning will be performed on the entire Project including, but not limited to, the Project's systems, which are defined as energy using systems by USGBC. The Commissioning Services will consist of the following, which are broken down between Fundamental Commissioning and Enhanced Commissioning. The Owner can elect whether it wishes to obtain Fundamental Commissioning or Enhanced Commissioning. Such election should be made by not later than Design Development

- The Fundamental Commissioning Services of the Commissioning Services consist of:
 - Develop Commissioning Requirements for the Project. It is not the responsibility of the Consultant to incorporate the Commissioning Requirements into the Project plans.
 - Meet with the Project general contractor, design Architect and Owner to explain the commissioning process for the Project, including:
 - Provide written answers to questions from the Owner, design Architect and contractor on commissioning questions prior to Owner's execution of the contract of construction for the Project; and
 - Provide answers to questions from the Owner, design Architect and contractor after execution of the contract of construction for the Project.
 - Develop a Commissioning Plan for the Project which will incorporate comments from the Owner, the design Architect and all other consultants

- involved in the design and development of the Project (the “Design Team”) and the Project contractor.
- Verify that Energy Consuming Systems (HVAC, lighting, domestic hot water) Installation of the Project meet requirements of the USGBC, including:
 - Development of Pre-Functional Tests;
 - Development of Functional Tests;
 - Observation and acceptance of Pre-Functional Tests;
 - Observation and acceptance of Functional Tests; and
 - Observation of Test and Balance.
- Prepare Commissioning Management Report (Commissioning Final Report). The Report shall include an executive summary, list of participants and their roles, brief description of the Project, and thorough text on each of the following sections:
 - Executive Summary
 - Design Intent;
 - Basis of design;
 - Pre-functional checklists is complete;
 - Functional checklists is complete;
 - Deficiency Log.
- The Enhanced Commissioning Services of the Commissioning Services consist of:
 - Document Owner's Project Requirements and Basis of Design;
 - Perform a focused design review which shall include the following: a) input regarding making the Project easier to commission; b) how building maintenance can be made easier (accessibility and system control, etc.); c) are systems consistent with design intent and d) how utility usage and Indoor Environmental Quality can be improved;
 - Meet with the Project general contractor, design Architect and Owner to explain the commissioning process for the Project, including:
 - Provide written answers to questions from the Owner, design Architect and contractor on commissioning questions prior to Owner's execution of the contract of construction for the Project; and
 - Provide answers to questions from the Owner, design Architect and contractor after execution of the contract of construction for the Project.
 -
 -

- Review and recommend for approval, disapproval or conditional approval submittals by the Project general contractor, applicable to systems being commissioned for compliance with Commissioning needs;
- Develop a Systems Manual and deliver it to Owner;
- Verify Training of Systems Operating Personnel
- Conduct a post occupancy review at 10 months post occupancy.

FEE

The cost for the above services is:

LEED Consulting and Management	\$15,680.00
Fundamental Commissioning	\$14,310.00

Optional

Energy Modeling	\$8,000.00
Enhanced Commissioning	\$6,188.00

Pricing is based on all services being provided. Breakout pricing can be provided but will be higher.

BILLING

- Billing monthly on a percent of completion basis. Schedule of Values is provided for Commissioning and LEED in attachment "A"
- Payment terms - net 30 days.

Retainer

A retainer in the amount of 10% is due prior to the commencement of work

Costs not included within this proposal:

- Expenses and fees related to LEED registration and certification.
 - LEED certification fees (Effective Jan 7, 2010)
 - Currently \$.045 per sq. ft. members / \$.055 per sq ft non-members with a minimum of \$2,250.00. and a maximum of \$22,500.00
 - Registration fees (Effective March, 2010)

- \$900. For members / \$1200 for non-members.
- Appeal Fees (if Required)
- Credit Interpretation fees (If Required)
- LEED Platinum would be a 10% premium for LEED Consulting
- Renewable energy systems would be priced separately for Commissioning
- Blower door testing if smoking is allowed in the units.

These fees are exclusive of reimbursable expenses at 1.1 times direct cost. Reimbursable expenses include plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail.

LIABILITY FOR LEED CERTIFICATION AND DESIGN

To achieve certification under the LEED Green Building Rating System, the USGBC, an independent nonprofit organization of which Consultant and various of its subconsultants may be members or board members but over which Consultant and its subconsultants have no authority or control, must determine that the Project has met certain prerequisites, credits and/or performance benchmarks upon building or project completion. Such LEED certification processes and procedures are determined by the USGBC, are not within the Consultant's control, and may be subject to change and may not be uniformly applied.

While Consultant desires that the Project achieve Client's LEED Objectives, actual certification by the independent, third-party USGBC occurs only *after* Project substantial completion. Therefore, Consultant cannot and does not make any assurance, representation or warranty that LEED certification under any program, or any particular level of LEED certification (Certified, Silver, Gold or Platinum), will be granted for all or any portion of the Project and nothing contained herein shall constitute a guarantee, representation, or warranty, express or implied, that any such certification will in fact be obtained. Consultant specifically disclaims any implied warranty or representation regarding achievement of LEED certification.

According to the USGBC, buildings that obtain certification under the LEED Green Building Rating System™ offer the potential benefits of increased energy efficiency, decreased water consumption, and enhanced indoor air quality, among other benefits. While the Consultant hopes that Owner, occupants, guests and invitees of the Project will enjoy such benefits if LEED certification is in fact granted by the USGBC for all or a portion of the Project, Consultant cannot and does not make any guarantee, representation, or warranty, express or implied, that any such benefits will in fact accrue. The conferring of LEED certification by the USGBC is as of a date certain and may be predicated on certain assumptions, estimates, energy modeling and other studies conducted by the Consultant or subconsultants during the design and development process but nothing herein should be construed as a representation or warranty by Consultant that the Project will in fact perform at the levels indicated in any such assumptions, estimates, models or studies or that the

levels of energy and water efficiency or indoor air quality that may in fact exist at the commencement of the operation of the Project will remain unchanged. Client should not rely upon any stated aspirational goals of the Consultant regarding LEED certification or performance or any marketing or promotional materials provided by the Consultant that may recite third party or anecdotal claims regarding the efficiencies or benefits that are purportedly accruing to the owners or occupants of LEED certified buildings. Any such promotional or third party materials provided by Consultant, including presentation materials by the USGBC, articles, reports and the like, are for general information purposes only and none of the materials or statements or claims therein are endorsed by Consultant.

The Consultant shall not have any responsibility for the design of the Project, and shall only be responsible for consulting services in the effort to obtain LEED certification for the Project as specifically set forth herein. The Client has contracted, or will contract, with an architect and other design and engineering professionals for the overall design of the Project, and the Consultant has no liability for those designs, specifications and drawings. The Consultant shall not be responsible for any errors or omissions on the architect's or other design and engineering professionals' drawings, or any claims or disputes arising there from.

INDEMNIFICATION

The Client shall indemnify, defend and hold harmless the Consultant, its officers, agents, employees, representatives and any affiliated or related entities, against any and all suits, actions, proceedings, claims, losses, liabilities, damages, costs and expenses, including but not limited to court costs, litigation expenses and reasonable attorneys' fees, that are alleged to have occurred in whole or in part as a result of or due to the negligence or willful misconduct of the Client, its agents, consultants, employees or representatives. The obligation of the Client to indemnify the Consultant shall survive the termination or full performance of this Agreement.

The Consultant shall indemnify, defend and hold harmless the Client, its officers, agents, employees, representatives and any affiliated or related entities, against any and all suits, actions, proceedings, claims, losses, liabilities, damages, costs and expenses, including but not limited to court costs, litigation expenses and reasonable attorneys' fees, that are alleged to have occurred in whole or in part as a result of or due to the negligence or willful misconduct of the Consultant, its agents, consultants, employees or representatives. The obligation of the Consultant to indemnify the Client shall survive the termination or full performance of this Agreement.

MISCELLANEOUS PROVISIONS

No provision of the Agreement shall be deemed to have been waived by Consultant, either expressly, impliedly or by course of conduct, unless such waiver is in writing and signed by Consultant, which waiver will apply only to the matter described in the writing and not to any subsequent rights of Consultant.

This Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

This Agreement shall be construed, interpreted, enforced and governed by the law of the State of Florida. Venue for disputes shall be a Court of proper jurisdiction in Broward County, Florida. Both parties waive any argument that this forum is inconvenient. In the event any term or provision of the Agreement is determined by an applicable judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of the Agreement shall be construed to be in full force and effect.

The Client and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor the Consultant shall assign this Agreement without the written consent of the other.

Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. The Client shall provide professional credit for the Consultant in the Client's promotional materials for the Project.

DISPUTE RESOLUTION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation prior to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the laws of the country or state in which the Project is located. Request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

TERMINATION OR SUSPENSION

If the Client fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at

the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Client before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project for more than 120 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

If the Client suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses. Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to The Spinnaker Group, Inc. at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. We appreciate your consideration of TSG and the opportunity to assist your team for this and future projects. Please give us a call with any questions or comments.

We look forward to your favorable selection of TSG and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments

For The Spinnaker Group

For Client

Signature

Signature



Name (Print)

Name (Print)

Rob Hink LEED AP

Title

Title

Vice President

Date

Date

3/13/2014

Attachment "A" Schedule of Values	
Fundamental Commissioning	
Develop Commissioning Specifications	\$956
Develop Commissioning Plan	\$1,181
Develop Pre-Functional Tests	\$1,001
Develop Functional Tests	\$1,328
Observe Prefunctional Tests	\$4,275
Observe Functional Performance Tests	\$4,725
Final Commissioning Report	\$844
Sub total	\$14,310
Enhanced Commissioning	
Document Design Requirements and Basis of Design	\$844
Design Review	\$1,125
Submittal and As-Built Review	\$956
Develop System Operation Manual	\$1,069
Verify Training	\$1,069
Post Occupancy Evaluation	\$1,125
Sub total	\$6,188

LEED Consulting	
LEED Strategy and Planning	4150
Design Phase LEED	3960
Construction Phase LEED Activities	3770
LEED Project Certification	3800
Total	15680



CITY OF MIAMI SPRINGS
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:

4/14/14

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager
William Alonso, Asst. City Manager/ Finance Director
FROM: Tammy Romero, Professional Services Supervisor
DATE: April 8, 2014

RECOMMENDATION:

Authorization to execute a Guaranteed Energy, Water and Wastewater Performance Savings Contract with BGA, Inc., a ConEdison Solutions Company for the installation and completion of the Energy Conservation Measures (ECM's) as previously approved by Council.

DISCUSSION:

The City's administration worked with ConEdison on the selection of the Energy Conservation Measures (ECM's) (Attachment "A") to be completed as part of the Energy Savings Project. Council previously approved the project totaling \$1.6 million with a payback of 13.07 years on March 24, 2014. The Guaranteed Energy Savings Contract (Attachment "B") was reviewed by Jan Seiden, City Attorney as well as the City administration.

The financing contract is currently under review and will be presented at the April 28th meeting for Council approval.

PROFESSIONAL SERVICES APPROVAL:

SCHEDULE A. CITY FACILITIES AND CM GROUPS TO BE INSTALLED

CM #1A – Lighting & Control Upgrades / Exterior LED

The lighting and lighting controls scope of work is included in the room by room audit that is included in Appendix A to this contract.

CM #2 – Parking Lot Lighting

Replace the (4) existing High Pressure Sodium fixtures in the Recreation Building's parking lot (2) existing poles with (4) LED fixtures.

CM #3A – Street Lighting Alternate/34 Decorative Fixtures and Poles and Banner Arms

Retrofit or Replace (420) Existing Street Lights as Follows:

- Retrofit (6) existing 100 Watt HPS Post Tops to 60 Watt LED.
- Retrofit (8) existing 150 Watt HPS Post Tops to 60 Watt LED.
- Retrofit (269) existing 175 Watt HPS Post Tops to 60 Watt LED.
- Replace (63) existing 200 Watt HID Cobra Head with 160 Watt LED.
- Replace (31) existing 250 Watt HID Cobra Head with 160 Watt LED.
- Replace (9) existing 400 Watt HID Cobra Head with 160 Watt LED.
- Replace (12) existing 200 Watt HID Cobra Head and Pole with 126 Watt LED and Decorative Pole and Banner Arms
- Replace (13) existing 250 Watt HID Cobra Head and Pole with 126 Watt LED and Decorative Pole and Banner Arms
- Replace (9) existing 400 Watt HID Cobra Head and Pole with 126 Watt LED and Decorative Pole and Banner Arms.

CM #3B – Pathway Bollards

Retrofit (648) Existing Pathway Bollards as Follows:

- Retrofit (63) Compact Fluorescent Lamp Pathway Bollards with 10 Watt LED.
- Retrofit (585) Compact Fluorescent Lamp Pathway Bollards with 10 Watt LED.

CM #5 – City Hall HVAC Upgrades

Upgrades to the City HVAC system as Follows:

- Cleaning of all the existing ductwork through existing supply/return grilles and access panels.
- Cleaning of the HVAC system to include; evaporator and condenser coils and AHU blower section.
- Installation of high efficiency air filtration system.

CM #6 – DX Equipment Replacement

Replacement of DX Equipment as Follows:

Public Works Complex

- Remove (5) existing window units and replace with ductless split systems with a minimum EER of 15.

Senior Center

- Replace the existing 5 ton Nordyne condensing unit with a new 5 ton high efficiency model with a minimum EER of 11.

Golf Course Clubhouse

- Replace the existing 20 ton condensing unit with a new 20 ton high efficiency model with a minimum EER of 12.
- Replace the existing 10 ton condensing unit with a new 1 ton high efficiency model with a minimum EER of 12.
- Replace (2) 4 ton packaged rooftop units with new 4 ton high efficiency model with a minimum EER of 15.
- Add (1) new ductless system for the Pro Shop with a minimum EER of 15.

CM #6A – Remaining Golf Course DX Units

Replace the remaining (3) existing 5 ton rooftop packaged units with new 5 ton high efficiency model with a minimum EER of 15.

CM #7 – HVAC Control Upgrades

Upgrade of the HVAC Controls as Follows:

City Hall

- Retro-commission the existing Niagara AX based Invensys Energy Management and Control system to insure proper operation.
- Carry a budget of \$3,000 for component replacement.

Recreation Complex

- Modify sequence of operations for the Theater and Gymnasium to allow sequencing of the units to meet the demands of these spaces.

Senior Center

- Install a wireless networked programmable digital thermostat system with remote internet access to control the (3) HVAC Systems.

Public Works

- Seven day programmable thermostats, integral to the (5) new ductless systems.

Golf Course

- Install a Niagara AX JACE based system with networkable thermostats.

CM #8 – Vending Machine Controls

City Hall

- Install Vending Miser on (1) cold drink machine.

Recreation Building

- Install Vending Miser on (1) cold drink machine.

Public Works Complex

- Install Vending Miser on (1) cold drink machine.

CM #10 – Stafford Park Lighting & Controls

- Upgrade (4) additional existing poles replacing the existing (35) fixtures on these poles with (18) new Musco Light Structure Green fixtures.
- Install Musco Control Link cabinet.

CM #12 – Solar Window Film

- Install solar window film on the Senior Center Community Room exterior glazing.

CM # 13 - Inactive Water Accounts

Investigate and terminate any inactive water accounts.

**GUARANTEED ENERGY, WATER, AND
WASTEWATER PERFORMANCE SAVINGS CONTRACT**

By and Between

BGA, INC.

and

CITY OF MIAMI SPRINGS, FLORIDA

February 25, 2014

**GUARANTEED ENERGY, WATER, AND
WASTEWATER PERFORMANCE SAVINGS CONTRACT**

This Guaranteed Energy, Water, and Wastewater Performance Savings Contract (this "Contract") is made and entered into as of the day last signed below, by and between BGA, Inc. ("Company"), a Florida corporation having its principal office at 3101 W. Dr. Martin Luther King Jr. Blvd., Suite 110, Tampa, Florida 33607, and the City of Miami Springs, Florida, a political subdivision of the State of Florida (the "City"), with its principal office at 201 Westward Drive, Miami Springs, Florida 33166, for the purpose of installing certain equipment, and providing other services designed to reduce energy or water consumption, wastewater production, or energy related operating costs for the City.

RECITALS

WHEREAS, on January 1, 2008, the Company and the Florida Department of Management Services entered into State Term Contract No. 973-320-08-1, authorizing Company to perform work for the City and other eligible users under the "Guaranteed Energy, Water, and Wastewater Performance Savings Contract Act" as set forth in § 489.145, Florida Statutes (the "Act"); and

WHEREAS, on January 1, 2013, the Florida Department of Management Services executed an Amendment No. 1 to State Term Contract No. 973-320-081, to extend the term of such contract to December 31, 2018; and

WHEREAS, pursuant to the State Term Contract, the City obtained from the Company an Audit that (i) recommends the installation of certain Conservation Measures at the Facilities, (ii) summarizes the costs of those Conservation Measures, and (iii) provides an estimate of the amount of cost savings resulting from those Conservation Measures; and

WHEREAS, the City finds that the amount it would spend on the Conservation Measures will not likely exceed the amount of the cost savings for up to twenty (20) years after the date of installation, based on the calculations required under the Act; and

WHEREAS, the Company has made an assessment of the energy and water performance characteristics of the facilities and existing Equipment described in Schedule A, (City Facilities and CM Groups To Be Installed), which the City has approved; and

WHEREAS, the Company will provide a written guarantee that the cost savings will meet or exceed the costs of the system and the actual cost savings must meet or exceed the estimated cost savings provided in the executed contract; and

WHEREAS, all selection criteria, notice requirements, certifications and approvals set forth in the Act have been satisfied or obtained; and

WHEREAS, the Parties desire that the Company install the Conservation Measures at the Facilities in accordance with and subject to the terms set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the City and Company agree as follows:

SECTION 1. DEFINITIONS.

Section 1.1 Definitions. The following terms have the meanings specified below unless the context clearly requires otherwise:

“Annual Excess Savings” means the amount of any actual annual Cost Savings that exceeds total annual contract payments made by the City under this Contract for such calendar year pursuant to § 489.145(3)(d)(2), Florida Statutes.

“Annual Reconciliation” means a determination pursuant to § 489.145(5)(e), Florida Statutes, and Section 5.3 of this Contract, as to whether a shortfall in annual Cost Savings or an excess in annual Cost Savings exists based on the provisions of Company’s written savings guarantee reflected in Schedule B (Savings Guarantee) with savings calculated according to Schedule D (Savings Calculation Formula).

“Baseline” means the City’s fuel, energy or water consumption for each CM Group. The initial Baseline shall be for each month of the calendar year preceding the year this Contract is entered and is set forth in Schedule F (Baseline). To the extent the Baseline may be adjusted, it shall be adjusted in accordance with Schedule F (Baseline).

“Conservation Measure” or **“CM”** means each of the facility alterations or equipment purchases set forth in Schedule A, (City Facilities and CM Groups To Be Installed), together with any training programs incidental to this Contract, which reduces energy or water consumption, or energy-related operating costs at the Facilities. CMs may only include, and this contract is void as to any other measures than, items listed in § 489.145 (3) (b) Florida Statutes.

“Cost Savings” means the measured reduction in the cost of fuel, energy, or water consumption and stipulated operation and maintenance, if applicable, created from the implementation of one or more Conservation Measures when compared with the established Baseline. The Cost Savings shall be determined in accordance with the formulas and methodologies set forth in Schedule D (Savings Calculation Formula).

“Equipment” means all items of property described in the Schedule A (City Facilities and CM Groups To Be Installed), and any other items of property pursuant to § 489.145(3)(b) Florida Statutes.

“Facilities” means the City-owned facilities as described in the first paragraph of this Contract and reflected in Schedule A (City Facilities and CM Groups To Be Installed).

“Fiscal Year” means the annual period from October 1st through September 30th.

“CM Group” means each group of CMs or other deliverables as listed in Schedule A (City Facilities and CM Groups To Be Installed).

“Guarantee” means the Company’s guarantee reflected on Schedule B (Savings Guarantee), whereby the Company guarantees that the savings will meet or exceed the costs of the CMs and the estimated cost savings established under this Contract.

“Investment Grade Energy Audit” or **“Audit”** means the detailed energy, water and/or wastewater audit performed by the Company, along with an accompanying analysis of the Conservation Measures, and their costs, savings, and benefits prior to entry of this Contract. The Audit includes a narrative describing and justifying the need for the CMs. The Audit was delivered to the City, and accepted, on February 21, 2014.

“Legally Available Funds” means funds duly appropriated or otherwise legally available for the purpose of making payments under this Contract.

“Non-Appropriation” means the failure of an appropriation or availability of the City to appropriate money for any Fiscal Year sufficient for the continued performance by the City of all of the City’s obligations under this Contract as evidenced by the passage of a final budget which does not include funding sufficient to pay all payments due .

“Parties” means both the City and the Company collectively, each of which may be individually referred to as a **“Party”**.

“Savings Calculation Formula” means the Company’s Savings Calculation Formula set forth in Schedule D (Savings Calculation Formula).

“Term” means the first day of the Construction Term, as defined in Section 3.1, through the last day of the Savings Guarantee Term, as set forth in Section 3.2.

SECTION 2. INCORPORATION OF OTHER DOCUMENTS

Section 2.1. This Contract incorporates and makes a part hereof the following documents, listed in their order of precedence in the event of a conflict between any of their terms and conditions:

- 1-This Contract
- 2-All Schedules, Exhibits, and Appendices listed in the Table of Contents
- 3-The Investment Grade Energy Audit (dated February 21, 2014)
- 4-The State Term Contract 973-320-08-1, as amended.

Section 2.2. Investment Grade Energy Audit. The Company has, under separate agreement dated August 5, 2013, submitted the complete Investment Grade Energy Audit and analysis of the Facilities, which has been approved and accepted by the City. The Investment Grade Energy Audit includes all Conservation Measures agreed upon by the Parties.

SECTION 3. TERM OF CONTRACT

Section 3.1. Construction Term of Contract. The Contract shall be effective and binding upon the Parties on the later of: (i) the last date that the Contract is executed by the Parties, and (ii) the date that financing is secured by the City, pursuant to Section 5.5, and shall continue until the City executes the Certificate of Acceptance for the last CM Group ("Construction Term").

Section 3.2. Savings Guarantee Term. The Savings Guarantee shall begin on the date the City executes the Certificate of Acceptance for the last CM Group and shall automatically renew annually, subject to the City making sufficient annual appropriations based upon continued realized savings; provided, however, the Savings Guarantee Term shall not extend beyond the earlier of: (i) the effective date of termination under Section 7 of this Contract; or (ii) Fifteen (15) years (the "Savings Guarantee Term").

SECTION 4. SCOPE OF WORK

Section 4.1 Installation of CMs. The Company shall:

(a) install the CMs in the Facilities pursuant to specifications in Schedule A (City Facilities and CM Groups To Be Installed). Construction and installation shall proceed in accordance with the Construction Schedule approved by the City and attached hereto as Schedule E (Construction and Installation Schedule).

(b) perform all tasks/phases under this Contract in such a manner so as not to harm the structural integrity of the buildings or their operating systems and so as to conform to the Standards of Comfort set forth in Schedule G (Standards of Comfort) and the Construction Schedule specified in Schedule E (Construction and Installation Schedule). The Company shall repair and restore to its original condition any area of damage caused by the Company's performance under this Contract. The City reserves the right to direct the Company to take certain corrective action if the structural integrity of the Facilities or its operating system is harmed. All costs associated with such corrective action to damage caused by the Company's performance of the work shall be borne by the Company.

(c) remain responsible for the professional and technical accuracy of all services performed, whether by the Company or its subcontractors, under this Contract, throughout the Term of this Contract.

Section 4.2 Acceptance of CMs.

(a) When the Company considers the CM Group to have been substantially completed in accordance with all contractual requirements, the Company shall provide the City with a written request for substantial completion inspection. Within ten (10) business days from receipt of the Company's written request, the City will make an inspection to determine whether the CM Group installation is complete. If the City determines the CM Group installation is not complete, the City will provide the Company with a specific material performance deficiency list of all items that must be corrected or completed before the City would consider the CMs complete. If the City does not provide the Company with a specific material deficiency list within fifteen (15) business days from receipt of the Company's written request, the CM Group shall be considered substantially completed. Once the Company has completed all items on the deficiency list, the Company can request a second inspection by the City to verify the CM Group to be installed is complete. Again the re-inspection shall occur within ten (10) business days and a written response within fifteen (15) business days, or the CM Group shall be considered installed and completed. Once such final inspection has occurred and all additional non-warranty items have been addressed, all applicable permits have been closed, a conditional release of lien has been provided by the Company, and all equipment warranties and commissioning reports have been received by the City for all CM Groups, the City will provide the Company a signed Certificate of Final Acceptance in the format set forth in Exhibit I, for all CM Groups, which shall establish the Commencement Date for the Savings Guarantee.

(b) The Parties intend that the City's acceptance of substantial completion will be given for each CM Group installation as soon as the installation is complete and beneficial use is provided. However, it is anticipated and agreed that the City may require use of some installed and completed CM Groups prior to the execution of the Certificate of Acceptance. In such situations, any maintenance and repairs due to ordinary wear and tear caused by such use prior to the issuance of a Certificate of Acceptance will be made at the expense of the City.

Section 4.3 Records and Data

(a) The City has furnished or shall furnish (or cause its suppliers to furnish) to the Company, upon its request, all of its records and complete data concerning energy or water usage and energy/water-related maintenance for the Facilities described in Schedule A (City Facilities and CM Groups To Be Installed). During the Term, the City will provide the Company copies of all energy and water bills relevant to CMs on a regular basis so that the Company may provide the Cost Savings report(s) identified in subsections 4.4(b) and 5.3 below.

(b) At a minimum, the Company shall provide an annual Cost Savings and reconciliation report calculated in accordance with Schedule D (Savings Calculation Formula).

(c) The Company shall also furnish the City with a full set of as-built drawings, instructions, manuals, reports and other documentation needed to maintain and operate the CMs.

(d) If this Contract is terminated for any reason other than the default of the City or for the convenience of the City, all finished or unfinished documents, data, studies, correspondence, reports and any other products prepared for the purpose of performing this Contract, shall be made available to, or delivered to, the City for its use before any additional payments are made for any reason.

(e) The Company shall be subject to audit by the City or its designee. The City shall have the right upon reasonable notice to have its employees or agents inspect all of the books and records of the Company relating to this Contract at the Company's principal place of business during the City's normal business hours.

(f) If the City receives a public records request related to the Contract, the Company shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law.

Section 4.4 Training. The Company shall conduct the training program described in Schedule H (Company's Maintenance Responsibilities and Training) hereto. The training specified in Schedule H (Company's Maintenance Responsibilities and Training) must be completed prior to acceptance of the CM. The Company shall provide ongoing training whenever needed with respect to updated or altered equipment, including upgraded software as defined by the software manufacturer. Such training shall be provided at no additional cost to the City.

Section 4.5 Permits and Approvals. The Company shall be responsible for obtaining all governmental permits and approvals as may be required for installation of the CMs and for the performance of its obligations hereunder. The City shall cooperate with the Company in obtaining all such permits and approvals. In no event shall the City, however, be responsible for payment of any permit fees. The Equipment installed by the Company shall conform to all federal, state and local code requirements in effect at the time of such installation. The Company shall furnish copies of each permit or license which is required to perform the work to the City before the Company commences the portion of the work requiring such permit or license.

SECTION 5. PAYMENTS TO COMPANY

Section 5.1 Energy and Water Performance Savings Guarantee. The Company has formulated and provided a written Guarantee that the Cost Savings will meet or exceed the costs of the Conservation Measures and the estimated cost savings calculated in accordance with Schedule B (Savings Guarantee) and set forth in the Audit pursuant to § 489.145(4)(c), Florida Statutes, and that the amount of any actual annual savings meet or exceed total annual contract payments made by the City for the contract pursuant to § 489.145 (3)(d)(2), Florida Statutes. The Guarantee is attached as Schedule B (Savings Guarantee), providing the annual level of Cost Savings to be achieved as a result of the Conservation Measures provided for in this Contract and in accordance with the Savings Calculation Formula as set forth in Schedule D, which is calculated in compliance with Florida law. The Guarantee is set forth in annual increments for the Savings Guarantee Term of the Contract as specified in Schedule B (Savings Guarantee) and has been structured so as to be sufficient to cover any and all annual payments required to be

made by the City.

Section 5.2 Measuring Cost Savings. The Parties will measure the Cost Savings using the cost savings formula set forth in Schedule D (Savings Calculation Formula) and the monitoring and verification plans set forth in Schedule I (Measurement and Verification Plan). The Company will ensure that the reported Cost Savings have in fact been recognized or the provisions of Sec. 5.3 will apply.

Section 5.3 Annual Reconciliation.

(a) Reconciliation Reports. Pursuant to § 489.145(5)(e), Florida Statutes, the Company is required to provide to the City an annual reconciliation of the Cost Savings. Within sixty (60) days after the end each year beginning on the date the Certificate of Acceptance was signed, the Company will deliver to the City's Contract Manager, identified in Section 19.10 below, an Annual Reconciliation report for such calendar year, reflecting the amount guaranteed and the amount of actual Cost Savings achieved. Upon delivery of the report and all supporting documentation, the City will have thirty (30) business days to accept or reject the report. The City shall provide written notice of such rejection, within the stated acceptance period, specifying the basis of the deficiency. The Company shall have thirty (30) business days to cure such deficiency and deliver to the City a corrected reconciliation report. If the City fails to reject any report (including corrected reconciliations) within thirty (30) business days of receipt of all required documentation, the City shall be deemed to have accepted the Annual Reconciliation contained in the report as of the final day of the 30th business day period, unless a longer acceptance period is mutually agreed upon in writing. The Annual Reconciliation report verification requirements of the City's Measurement and Verification plan (M&V Plan) is in the form attached in Schedule I (Measurement and Verification Plan).

(b) Annual Review and Reimbursement/Reconciliation. If the annual reconciliation report shows that the Company has failed to achieve the annual Savings Guarantee specified in Schedule B, the Company shall remit such payment to the City within thirty (30) days. Any excess savings will accrue to the City, and shall not be used to cover any prior or subsequent energy savings shortfalls.

Section 5.4 City Payment. The City shall allow draws from a pre-established escrow account to go to the Company as set forth in Schedule C (Compensation to Company and Deliverables) based on actual completed milestones. The City shall not be required to make any payments to the Company through the established escrow account under this Contract unless and until the work required under a particular milestone has been completed.

Section 5.5 Financing. Upon execution of this Contract, the Parties agree that the City will pursue a separate financing agreement with a third party in order to allow the City to finance the scope of work under this Contract. Unless a more favorable vehicle is found once this Contract is executed, it is expected that this financing vehicle will be a Tax-Exempt Municipal Lease-Purchase Agreement. If a lender willing to provide an acceptable financing vehicle cannot be located, the City will not be obligated to proceed with the implementation of the CMs under

this Contract. Once the Tax-Exempt Municipal Lease-Purchase Agreement has been executed, an escrow account will be created by the lender, with the City's approval. An amount sufficient to cover the value of this Contract will be deposited by the lender into this account. As the work under this Contract progresses, and based on the pre-established milestones, the Company will submit to the City, for approval, escrow account draw requests, as the means of compensation for its work. Any interest earned by the funds that are maintained in this escrow account will belong to the City. At the end of the construction period, and once all obligations and required deliverables are fulfilled (with the exception of measurement and verification services and maintenance services), the Company will submit to the City its final draw request and a Final Completion Certificate.

Section 5.6 Current Expense. The City's obligations hereunder constitute a current expense that is payable exclusively from Legally Available Funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement.

Section 5.7 Baseline Costs. Actual savings are measured against baseline costs, the expenses that the City would have incurred had the CM Groups not been implemented. The Parties agree that baseline costs shall be calculated using the Baseline set forth in Schedule F. Details of the Monitoring and Verification methodology shall be agreed upon as set forth in Schedule I.

SECTION 6. FISCAL FUNDING

Section 6.1 Annual Appropriations. The City is a political subdivision of the State of Florida and the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation. The City is subject to the appropriation of funds by the governing body of the City in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Contract for each and every Fiscal Year following the Fiscal Year in which the Contract is in effect.

Section 6.2 City's Intent to Request Appropriations and Make Payments. The City intends for this Contract to continue until all payments contemplated under Section 5 have been satisfied. The City agrees to direct the person within the City in charge of preparing the City's budget to include in the budget request for each Fiscal Year the payments becoming due in such Fiscal Year. The City reasonably believes that money in an amount sufficient to make all Payments can and will lawfully be appropriated and made available to permit continued utilization of the CM in the performance of its essential functions during the Term.

Section 6.3 Notice of Non-Appropriation. The City shall, upon learning that sufficient funds will not be available to continue its full and faithful performance under this Contract, provide prompt written notice to Lender and any other affected parties of such event.

Section 6.4 Return of Equipment. Upon termination for Non-Appropriation under Section 7.1 or 7.2, the City shall no longer be responsible for the payment of any additional

payments coming due in succeeding Fiscal Years. If requested by Lender, and within thirty (30) days of such written notice, the City shall cause all equipment in a CM Group that the City is no longer responsible for the payment of (together with all documents necessary to transfer legal and beneficial title thereto to Lender) to be returned to the Lender. Any other terms and conditions regarding return of equipment will be agreed upon between the City and the Lender under a separate Financing Agreement.

Section 6.5 No Waiver of Sovereign Immunity. Nothing herein shall be construed as waiving the sovereign immunity of the City.

SECTION 7. TERMINATION

Section 7.1 Termination for Non-Appropriation. This Contract shall immediately terminate with respect to each CM Group for which a Non-Appropriation has occurred. The termination shall be effective as of the last day for which funds were appropriated and the Company or Lender, if allowed under the Financing Agreement, may then pursue its rights under Section 6 above. In the event that the appropriations has not been adopted by the governing body of the City prior to the expiration of a Fiscal Year, and the Notice of Non-Appropriation is not yet due under Section 6.3, the Savings Guarantee Term will be deemed extended and renewed pending the enactment of such appropriations act. If any payments are due under this Contract during such period, such Savings Guarantee Term will be extended and renewed only if: (a) an interim or emergency budget implemented by the governing body of the City pending enactment of a final budget makes available to the City money that may legally be used to make payments during such period; or (b) sums are otherwise available to make such payments.

Section 7.2 Company Option to Terminate Balance of CMs. In the event of a termination under Section 7.1 above, the Company may elect to terminate this Contract with respect to all, but not less than all, of the remaining CMs. This election shall be made by written notice to the City within thirty (30) days after the Non-Appropriation has occurred and shall be effective upon the last day of the Fiscal Year for which funds were not appropriated. Upon the effective date of the termination, the City shall pay to the Company any payments and other amounts that are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Contract. In the event of termination of this Contract as provided in this Section, the City shall comply with Section 6.4 regarding the return of equipment.

Section 7.3 Termination Upon Default. This Contract is also subject to termination upon the occurrence of an event of default, as provided in Section 14 below.

Section 7.4 Effect of Termination. No CM Group Schedule shall be executed after any termination due to Non-Appropriation or Event of Default.

SECTION 8. WARRANTIES

Section 8.1 Equipment Warranties. The Company covenants and agrees that all work performed under the Contract for each CM Group shall be free from defects in workmanship, for

a period of one (1) year from the date the Certificate of Acceptance is executed by the City for each CM Group. The Company further agrees to assign to the City any and all manufacturer's or installer's warranties for Equipment or materials not manufactured by the Company and provided as part of the work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty. The City acknowledges that it may obtain additional supplier and/or manufacturer warranties through its direct purchase of materials and Equipment, and the City shall be solely responsible for securing and verifying all direct purchase warranties and/or guarantees. In the event of a warranty claim involving a direct purchase item, the City shall work directly with the supplier and/or manufacturer to resolve the claims, and the Company shall not be liable for any claim, breach, damage, loss or dispute arising out of or relating to any City direct purchased material and/or Equipment in connection with this Contract.

Section 8.2 Labor Warranties. The Company warrants that all work performed under this Contract complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with City supplied specifications and standards.

Section 8.3. Direct Purchase Procedure. If requested by the City, the Company will coordinate direct purchasing of materials and Equipment required under this Contract for the City. In such event, the City will, via its purchase orders, purchase the materials and Equipment, and the Company shall assist the City in the preparation of the direct purchase orders. The City shall prepare all direct purchase orders for the review and approval of the Company prior to issuing any direct purchase order to any vendor. The City shall execute a Certificate of Entitlement for each direct purchase and follow such procedures for direct purchases as set forth in Rule 12A-1.094 F.A.C, effective January 12, 2011. The form of such Certificate of Entitlement is set forth in Exhibit II.

The Agreement amount shall be reduced by the net, undiscounted amount of the purchase orders, plus all sales taxes.

The Company shall be entitled to sign for and receive all materials and Equipment purchased directly by the City on this Project. Upon delivery of any materials or Equipment purchased directly by the City, the Company shall promptly investigate each delivery to determine if the correct quality and quantity of materials and/or equipment have been delivered, and shall report to the City any discrepancy in quality or quantity of the materials and/or Equipment observed upon reasonable inspection. In the event of a discrepancy, defect, or warranty claim ("Deficiency") involving materials and/or Equipment purchased directly by the City, the City shall be responsible for correcting the Deficiency. The City shall be responsible for the protection, storage, security and oversight of all direct purchase materials and/or Equipment that have been delivered to the jobsite up to the point such Equipment is installed by the Company and all costs associated with same. The City, and not the Company, shall be solely liable for all direct, indirect, incidental, consequential, and/or delay damage, cost or claim ("Damage") arising out of or relating to the City's direct purchase of materials and/or Equipment prior to installation. The City waives the ability to setoff or seek Damages from the Company as a result of any direct purchase made by the City prior to the installation of such materials and/or Equipment. In the

event of a conflict between this Section 8.3 and any other provision in this Agreement, the attachments thereto or the Contract Documents, Section 8.3 shall take precedence, control and govern.

SECTION 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 9.1 Indemnification by the Company. The Company agrees and covenants to defend, hold harmless, indemnify, reimburse and release the City against and from all and any claims, demands, liabilities and proceedings on account of death or injury, or damage to or loss of property, that is caused, in part or in whole, by the Company's failure to act or negligence, or arising out of, based upon, connected with, incidental to or related to the non-performance or performance by the City of the conditions, provisions and terms contained in this Agreement; provided, however, that this will not apply to the extent that any claim, demand, liability or proceeding is caused by the City's negligence or willful misconduct.

Section 9.2 Indemnification by the City. The City agrees and covenants to defend, hold harmless, indemnify, reimburse and release Company against and from all and any claims, demands, liabilities and proceedings, on account of death or injury, or damage to or loss of property, (a) that is caused, in part or in whole, by the City's or any of the City's failure to act or negligence, or arising out of, based upon, connected with, incidental to or related to the non-performance or performance by the City of the conditions, provisions and terms contained in this Agreement; provided, however, that this will not apply to the extent that any claim, demand, liability or proceeding is caused by the Company's negligence or willful misconduct.

Section 9.3 Limitation of Liability. Neither Party shall be liable to another for special, indirect, consequential or punitive damages, even if the Party has been advised that such damages are possible. The Company's liability is limited to the total Compensation actually paid to and received by the Company under this Contract.

SECTION 10. OWNERSHIP

Section 10.1 Ownership of Certain Proprietary Property Rights. The City shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the CMs. The Company shall grant to the City all rights for the duration of this Contract for any and all software or other intellectual property rights necessary for the City to continue to operate, maintain, and repair the CMs in a manner that will yield maximal consumption reductions.

Section 10.2 Ownership of Existing Equipment. Ownership of the equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the City even if it is replaced or its operation made unnecessary by work performed by the Company pursuant to this Contract. The Company shall be responsible for the disposal of all equipment and materials designated by the City as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

Section 10.3 Ownership of Installed Equipment; Risk of Loss. Upon the issuance of a Certificate of Acceptance for a CM Group, the City shall have all legal title to and ownership of all underlying Equipment and the Company shall take all actions necessary to vest such title and ownership in the City. Prior to this date, the risk of loss or damage to all items shall be the responsibility of the Company, unless loss or damage results from negligence by the City, and the Company shall be responsible for filing, processing and collecting all damage claims.

Section 10.4 Patent and Copyright. The Company, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article supplied by Company. The Company has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Company or is based solely and exclusively upon the City's alteration of the article. The City will provide prompt written notification of a claim of copyright or patent infringement and will afford the Company full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending the Company may, at its options and expenses procure for the City the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the City agrees to return the article on request to the Company and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the negotiated prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

SECTION 11. FACILITIES MAINTENANCE AND EQUIPMENT SERVICES

Section 11.1 Maintenance Procedures. The City agrees that it shall comply with and implement the maintenance procedures and methods of operation recommended in the Equipment manufacturers' maintenance manuals, common and recommended industry practices, and other mutually agreed maintenance procedures.

Section 11.2 Changes to CMs and Facilities by City. To the extent the Company is responsible for maintenance under the Contract, the City shall not move, remove, modify, alter, or change in any way the CMs or any part thereof without the prior written approval of the Company, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the City may take reasonable steps to protect a CM if, due to an emergency, it is not possible or reasonable to notify the Company before taking any such actions. In the event of such an emergency, the City shall take reasonable steps to protect the CM from damage or injury and shall follow instructions for emergency action provided in advance by the Company. The City agrees to maintain the Facilities in good repair and to protect and preserve all portions thereof that may in any way affect the operation or maintenance of the CM. If the Company contends that the City is not performing maintenance responsibilities, or that the City has made any other material changes, including a change in manner of use, hours of operation for the equipment, permanent changes in the comfort and service parameters, occupancy or structure of the Facilities, types and quantities of equipment at the Facilities, then the Company shall submit a report to the City and

City and the Company shall mutually agree on what, if any, adjustments to Baseline will be made. If applicable, the Baseline may also be adjusted to reflect: (i) changes in occupied square footage; changes in energy consuming equipment by the City outside the scope of this Contract, (ii) changes in the use of the Facilities, and (iii) changes in occupancy census.

Section 11.3 Changes to CMs by Company. Notwithstanding anything to the contrary in this Contract or elsewhere, the Company shall at all times have the right, subject to the City's prior written approval, which approval shall not be unreasonably withheld, to change the CMs, revise any procedures for the operation of the Equipment or implement other saving actions in the Facilities, provided that (i) such modifications or additions to, or replacement of the CMs, and any operational changes, or new procedures are necessary to enable the Company to achieve the savings at the Facilities, and (ii) any cost incurred relative to such modifications, additions or replacement of the CMs, or operational changes or new procedures shall be the responsibility of the Company. All modifications, additions or replacements of the CMs or revisions to operating or other procedures shall be made by written amendment to this Contract pursuant to § 255.258 Florida Statutes.

SECTION 12. PROPERTY/CASUALTY/INSURANCE

Section 12.1 Insurance. At all times during the Construction Term, the Company shall maintain in full force and effect all insurance coverages customary for companies in its industry of comparable size, including: (1) Workmen's Compensation Insurance sufficient to cover all of the employees of the Company working to fulfill this Contract, and (2) Casualty and Liability Insurance on the CMs Company delivers and Liability Insurance for its employees and the possession, operation, and service of the underlying equipment. The limits of such insurance shall be not less than those established by the City's insurance/risk management department for the type and size of the work covered under this Contract. Prior to commencement of work under this Contract, the Company will be required to provide the City with current certificates of insurance specified above.

Section 12.2 Damage. The Company shall be responsible for (i) any damage to the Equipment to be installed or to any other property on the Facilities and (ii) any personal injury where such damage or injury occurs as a result of the Company's performance under this Contract, but only to the extent caused by the acts or omissions of the Company.

SECTION 13. BOND

Section 13.1 The City shall be provided with the following bonds, within 30 days of the date of this Contract:

(a) Construction Bond: The Company shall furnish the City a Public Construction Bond, for the full cost of completing the work under the Contract. The Construction Bond shall remain in effect until the CM is accepted by the City, but may be proportionately reduced by any change order deductions by the City for Equipment directly purchased by the City.

Section 13.2 Bond Provisions. The following provisions shall apply to the bonds in this Section:

(a) The City shall be named as the beneficiary of the bonds. The Company's bonds shall provide that the insurer or bonding company shall pay losses suffered by the City directly to the City. The Company or its insurer shall provide the City thirty (30) days prior written notice of any attempt to cancel or to make any other material changes in the status, coverage or scope of the required bond or of the Company's failure to pay bond premiums. The cost of bonds shall be reflected as a project cost and included in the Conservation Measures to be installed.

(b) The Company shall follow § 255.05 "Bond of contractor constructing public buildings; form; action by materialmen" of the Florida Statutes.

(c) No payments shall be made to the Company until the bond is in place as per § 255.05 Florida Statutes.

(d) To be acceptable to the City as surety for performance bonds, the surety company shall:

(i) Have a currently valid Certificate of Authority, issued by the Florida Department of State;

(ii) Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(iii) Be in full compliance with the provisions of the Florida Insurance Code

(iv) Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

SECTION 14. EVENTS OF DEFAULT

Section 14.1 The following are events of default under this Contract:

(a) Any failure by either Party to pay any payment required to be paid when due. The City's failure to pay for reason of Non-Appropriation shall not constitute an event of default, and shall be governed by Section 6 of this Contract.

(b) Any failure by either Party to observe and perform any material covenant, condition or agreement on its part to be observed or performed hereunder or under this Contract, other than as referred to in Clause (a) of this Section.

(c) The Company initiates a proceeding in any court, seeking liquidation, reorganization, debt arrangement, dissolution, winding up, appointment of trustee, receiver, custodian, or the like for substantially all of its assets, and such proceeding continues undismissed, unstayed and in

effect for a period of 60 consecutive days; or an order for relief is entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

SECTION 15. REMEDIES UPON DEFAULT

Section 15.1 Opportunity to Cure Defaults. Each Party shall have a period of forty (40) days after being notified of an event of default to cure said default, provided that the Party has not already failed to cure a default under the terms of this Contract.

Section 15.2 Remedies upon Default by City. If a default by the City is not cured in accordance with Section 15.1, the Company may, without a waiver of other remedies which exist in law or equity, exercise all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by the City, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy.

Section 15.3 Remedies Upon Default by Company. If a default by the Company is not cured in accordance with Section 15.1, the City shall have the following remedies in law or equity:

(a) The City may exercise any and all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred in exercise of its remedy,

(b) The City may take any and all steps necessary to cure the Company's default, including the hiring or contracting of third parties to fulfill Company's obligations. In the event the City takes any action to effect such cure, the Company shall be obligated to reimburse the City for its costs and expenses pursuant to any applicable City organizational procedures.

SECTION 16. ASSIGNMENT

Section 16.1 Assignment by Company. The Company acknowledges that the City is induced to enter into this Contract by, among other things, the professional qualifications of the Company. The Company agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the City; provided, however, the Company can without prior approval from the City assign this Contract to its parent or affiliate companies, or to a successor in interest, in the event of a merger or sale of all or substantially all of the Company's energy services-related assets. The Company may, with prior written approval of the City, which consent shall not be unreasonably withheld, delegate its duties and performance under this Contract, and/or utilize subcontractors, provided that any assignee(s), delegee(s), or subcontractor(s) shall fully comply with the terms of this Contract.

Section 16.2 Assignment by City. The City may transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Facilities or an interest therein

subject to the prior written approval of the Company. If the Company rejects the new assignee, the City will continue to make the payments associated with the facility or the City can pay the remaining principal on the loan for the equipment installed in that facility. Notwithstanding the foregoing, the City's rights and responsibilities may be transferred in the event that the City/department that originally executed this Contract is transferred, moved or absorbed by another governmental entity to such succeeding entity.

SECTION 17. ARBITRATION

Any dispute, controversy, or claim arising out of or in connection with, or relating to this Contract, or any breach or alleged breach hereof, may, upon the agreement of both Parties, be submitted to and settled by arbitration in the State of Florida, in conformance with the rules of the American Arbitration Association then in effect for commercial disputes (or at any other place or under any other form of arbitration mutually acceptable to the Parties).

The expenses of the arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence, and counsel.

SECTION 18. REPRESENTATIONS AND WARRANTIES

Section 18.1 Mutual Representations. Each Party warrants and represents to the other that:

- (a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- (c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
- (d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

Section 18.2 City Representations. The City hereby warrants and represents that:

- (a) it has provided or shall provide timely to the Company, all records relating to energy and/or water usage and energy/water-related maintenance of Facilities requested by the Company and the information set forth therein is, and all information in other records to be subsequently

provided pursuant to this Contract will be true and accurate in all material respects; and

(b) it has not entered into any leases, contracts or agreements with other persons or entities regarding the leasing of efficiency equipment or the provision of energy/water management services for the Facilities or with regard to servicing any of the related equipment located in the Facilities except as disclosed to the Company.

Section 18.3 Company Representations. The Company hereby warrants and represents that:

(a) before commencing performance of this Contract it shall have: (i) become licensed or otherwise permitted to do business in the State of Florida, and (ii) provided proof and documentation of required insurance pursuant to Section 12, and (iii) made available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;

(b) it shall use qualified subcontractors and delegees, licensed and bonded in this state to perform the work so subcontracted or delegated pursuant to the terms hereof;

(c) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to perform its obligations under this Contract.

SECTION 19. MISCELLANEOUS

Section 19.1 Compliance with Law and Standard Practices. The Company shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any City safety rules and practices. Upon discovery of a suspected or real presence of hazardous materials, including but not limited to asbestos, and in determining the need by the Company of disturbing such hazardous materials in order to complete any portion of the work under this Contract, the Company shall immediately stop work and notify the City of such discovery. The City will quickly endeavor to identify and have such hazardous material(s) removed, to the extent necessary for the Company to safely perform its work or to a further extent if the City deems necessary or preferable. The Construction and Installation Schedule set forth in Schedule E shall be allowed to be extended by the number of days such discovery and removal of hazardous materials has been accomplished. The Company shall not use, store, dispose of or otherwise handle any Hazardous Substance (as defined in 42 U.S.C. Sections 9601, 9603, 6921, 7412, 49 U.S.C. Sections 1802 and 33 U.S.C. Sections 1321 and 1317 as now or hereinafter amended) or Hazardous Material in or on the Facilities except in a lawful manner and so as not to cause the City any cost, loss, obligation or liability or expose the City to any claim or suit with respect to same. "Hazardous Materials" shall mean petroleum, or any fraction thereof, asbestos, polychlorinated biphenyls, or any other substance identified either as a "hazardous substance", "hazardous waste", "pollutant", "contaminant" or other similar term in any applicable federal, state or local law or regulation, as such law or regulations may be now or hereafter amended.

Section 19.2 Independent Capacity of Company. The Parties agree that the Company, and any agents and employees of the Company, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.

Section 19.3 No Waiver. The failure of the Company or the City to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of the Company or the City.

Section 19.4 Severability. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

Section 19.5 Complete Contract. This Contract, including all Schedules, Exhibits and Appendices attached hereto, when executed, shall constitute the entire Contract between the Parties and this Contract may not be amended, modified, or terminated except by a written Contract signed by the Parties.

Section 19.6 Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 19.7 Applicable Law. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.

Section 19.8 Notice. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or delivered by a nationally recognized express mail service, postage prepaid to the address shown below or to such other persons or addresses as are specified by similar notice. The City's Contract Manager for this project will serve as liaison for the ongoing administration of this Contract and the resolution of any problems related thereto.

TO COMPANY: Andre Leblanc
 Director, Operations
 BGA, Inc.
 3101 W. Dr. Martin Luther King Jr. Blvd., Suite 110
 Tampa, FL 33607

With a copy to:

Michael Gibson
Vice President

Consolidated Edison Solutions, Inc.
3101 W. Dr. Martin Luther King Jr. Blvd., Suite 110
Tampa, FL 33607

TO CITY: City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Section 19.9 Statutory Notices and Requirements. The City shall consider the employment by the Company of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287 Florida Statutes. Wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of this Contract. The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Company any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 19.10 Public Records. The City shall have the right of unilateral cancellation for refusal by the Company to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by Company in conjunction with this Contract.

Section 19.11 Force Majeure. Neither Party will be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in the United States; injunctions (provided the injunction was not issued as a result of any fault or negligence of the Party seeking to have its default or delay excused); or any other

cause beyond the reasonable control of such Party ("Force Majeure Events"); provided the non-performing Party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workarounds plans or other means, including disaster recovery plans. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay, provided that in the event the Company is delayed in its performance by reason of such cause, no such extension shall be made unless notice thereof is presented by the Company to the City in writing within ten (10) business days after the start of the occurrence of such delay, no payment shall be made by the City for any fees or expenses incurred by the Company by reason of such delay, and the Company shall use best efforts to perform its obligations during such period of delay, and notify the City of its abatement or cessation.

Section 19.12 Interlocal Cooperation. The Parties understand and agree that the City's selection of the Company through its competitive selection process and related agreements, including this Contract, shall constitute an offer by the Company to all public entities within the State of Florida under the same general conditions, and that such public entities are allowed to utilize the City's selection of the Company and related Agreements, including this Contract, in order to utilize the Company for the same energy performance contracting services.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers effective as of the date last executed below

BGA, INC.

CITY OF MIAMI SPRINGS, FLORIDA:

By: _____
[Signature]

By: _____
[Signature]

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A. CITY FACILITIES AND CM GROUPS TO BE INSTALLED

CM #1A – Lighting & Control Upgrades / Exterior LED

The lighting and lighting controls scope of work is included in the room by room audit that is included in Appendix A to this contract.

CM #2 – Parking Lot Lighting

Replace the (4) existing High Pressure Sodium fixtures in the Recreation Building's parking lot (2) existing poles with (4) LED fixtures.

CM #3A – Street Lighting Alternate/34 Decorative Fixtures and Poles and Banner Arms

Retrofit or Replace (420) Existing Street Lights as Follows:

- Retrofit (6) existing 100 Watt HPS Post Tops to 60 Watt LED.
- Retrofit (8) existing 150 Watt HPS Post Tops to 60 Watt LED.
- Retrofit (269) existing 175 Watt HPS Post Tops to 60 Watt LED.
- Replace (63) existing 200 Watt HID Cobra Head with 160 Watt LED.
- Replace (31) existing 250 Watt HID Cobra Head with 160 Watt LED.
- Replace (9) existing 400 Watt HID Cobra Head with 160 Watt LED.
- Replace (12) existing 200 Watt HID Cobra Head and Pole with 126 Watt LED and Decorative Pole and Banner Arms
- Replace (13) existing 250 Watt HID Cobra Head and Pole with 126 Watt LED and Decorative Pole and Banner Arms
- Replace (9) existing 400 Watt HID Cobra Head and Pole with 126 Watt LED and Decorative Pole and Banner Arms.

CM #3B – Pathway Bollards

Retrofit (648) Existing Pathway Bollards as Follows:

- Retrofit (63) Compact Fluorescent Lamp Pathway Bollards with 10 Watt LED.
- Retrofit (585) Compact Fluorescent Lamp Pathway Bollards with 10 Watt LED.

CM #5 – City Hall HVAC Upgrades

Upgrades to the City HVAC system as Follows:

- Cleaning of all the existing ductwork through existing supply/return grilles and access panels.
- Cleaning of the HVAC system to include; evaporator and condenser coils and AHU blower section.
- Installation of high efficiency air filtration system.

CM #6 – DX Equipment Replacement

Guaranteed Energy, Water, and Wastewater
Performance Savings Contract

Replacement of DX Equipment as Follows:

Public Works Complex

- Remove (5) existing window units and replace with ductless split systems with a minimum EER of 15.

Senior Center

- Replace the existing 5 ton Nordyne condensing unit with a new 5 ton high efficiency model with a minimum EER of 11.

Golf Course Clubhouse

- Replace the existing 20 ton condensing unit with a new 20 ton high efficiency model with a minimum EER of 12.
- Replace the existing 10 ton condensing unit with a new 1 ton high efficiency model with a minimum EER of 12.
- Replace (2) 4 ton packaged rooftop units with new 4 ton high efficiency model with a minimum EER of 15.
- Add (1) new ductless system for the Pro Shop with a minimum EER of 15.

CM #6A – Remaining Golf Course DX Units

Replace the remaining (3) existing 5 ton rooftop packaged units with new 5 ton high efficiency model with a minimum EER of 15.

CM #7 – HVAC Control Upgrades

Upgrade of the HVAC Controls as Follows:

City Hall

- Retro-commission the existing Niagara AX based Invensys Energy Management and Control system to insure proper operation.
- Carry a budget of \$3,000 for component replacement.

Recreation Complex

- Modify sequence of operations for the Theater and Gymnasium to allow sequencing of the units to meet the demands of these spaces.

Senior Center

- Install a wireless networked programmable digital thermostat system with remote internet access to control the (3) HVAC Systems.

Public Works

- Seven day programmable thermostats, integral to the (5) new ductless systems.

Golf Course

- Install a Niagara AX JACE based system with networkable thermostats.

CM #8 – Vending Machine Controls

City Hall

- Install Vending Miser on (1) cold drink machine.

Recreation Building

- Install Vending Miser on (1) cold drink machine.

Public Works Complex

- Install Vending Miser on (1) cold drink machine.

CM #10 – Stafford Park Lighting & Controls

- Upgrade (4) additional existing poles replacing the existing (35) fixtures on these poles with (18) new Musco Light Structure Green fixtures.
- Install Musco Control Link cabinet.

CM #12 – Solar Window Film

- Install solar window film on the Senior Center Community Room exterior glazing.

CM # 13 - Inactive Water Accounts

Investigate and terminate any inactive water accounts.

SCHEDULE B. SAVINGS GUARANTEE

The Company guarantees that, during each Guarantee Year during the Guarantee Period, the CM Groups shall be capable of producing Guaranteed Savings in an amount equal to or greater than Annual Guaranteed Savings for such Guarantee Period, subject to the City's proper operation and maintenance of the Facilities, adjustments which the Company is entitled to make per the terms of the Contract, and all other terms of this Savings Guarantee.

Exhibits or other attachments referenced in this Schedule B are hereby incorporated by reference into this Savings Guarantee. The following initial capitalized terms in this Savings Guarantee have the meaning set forth below.

1. DEFINITIONS

Section 1.1 Definitions. When used in this Contract, the following capitalized words shall have the meanings ascribed to them below:

"Energy Costs" may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

"Facilities" shall mean those buildings where the energy and operational cost savings will be realized.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

"Guarantee Year" is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the Commencement Date.

"Guaranteed Savings" is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the CM incurred by the City in each Guarantee Year as identified in Section 3.1 hereof.

"Measurement and Verification Plan" (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

"Operational Costs" shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain the CM, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, and the cost of new capital equipment.

"Option A" is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual performance can be stipulated based on the results of the "potential to perform and generate savings" verification and engineering calculations.

Option A involves procedures for verifying that:

- Baseline conditions have been properly defined; and
- The equipment and/or systems that were contracted to be installed have been installed; and
- The installed equipment components or systems meet the specifications of the contract in terms of quantity, quality, and rating; and
- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests; and
- The installed equipment components or systems continue, during the Savings Guarantee Term of the contract, to meet the specifications of the contract in terms of quantity, quality and rating, and operation and functional performance.

“Option B” involves savings determination techniques that are identical to those of Option A except that no stipulations are allowed under Option B. Short term or continuous metering may be used under Option B. Continuous metering provides greater certainty in reported savings and more data about equipment operation. This data can be used to improve or optimize the operation of the equipment on a real-time basis, thereby improving the benefit of the retrofit itself. Option B involves full measurement of the impact of the CM. Therefore there is less need to verify the potential to perform than in Option A. The savings created by most types of CMs can be determined with Option B. However, the degree of difficulty and costs associated with verification increases proportionately as metering complexity increases. Option B methods will generally be more difficult and costly than Option A. However, Option B may produce less uncertain results where load and savings patterns are variable.

“Option C” involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of CM, but not individually if more than one is applied to an energy meter. This Option determines the collective savings of all CMs applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, savings reported under Option C include the impact of any other changes made in facility energy use (positive or negative). Option C may be used in cases where there is a high degree of interaction between installed CMs or between CMs and the rest of the building, or the isolation and measurement of individual CM(s) is difficult or too costly.

“Option D” is primarily a whole-building method. Savings are based on the results of a calibrated computer simulation model. Estimated savings may vary over the Savings Guarantee Term if real weather data is used. Option D uses calibrated computer simulation models of component or whole-building energy consumption to determine energy savings. Linking simulation inputs to baseline and post-installation conditions completes the calibration. Characterizing baseline and post-installation conditions may involve metering performance and operating factors before and after retrofit. Long-term whole-building energy use data as well as periodic system level performance measurements may be used to calibrate the simulation(s).

“Total Guarantee Year Savings” is defined as the summation of avoided Energy and Operational Costs realized by Facilities in each Guarantee Year as a result of the Work provided

by the Company.

2. TERM AND TERMINATION

Section 2.1 Guarantee Term. The Savings Guarantee shall begin on the date the City executes the Certificate of Acceptance for the last CM Group and shall automatically renew annually, subject to the City making sufficient annual appropriations based upon continued realized savings; provided, however, the Savings Guarantee Term shall not extend beyond the earlier of: (i) the effective date of termination under Section 7 of this Contract; or (ii) fifteen (15) years (the "Savings Guarantee Term").

Section 2.2 Guarantee Termination. Should this Agreement be terminated in whole or in part for any reason prior to the end of the Savings Guarantee Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

Section 3.1 Guaranteed Savings. The Company has formulated and thus guarantees to the City that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all CM Groups over the Term of the Contract. In no event shall the Savings Guarantee provided herein exceed the total installation, maintenance, and financing costs for the CM Groups under this Contract. In addition, Company's parent company, Consolidated Edison Solutions, Inc., shall execute a Corporate Guaranty of Company's obligations under this Savings Guarantee, in the same form attached hereto as Attachment B.1 to this Savings Guarantee.

Section 3.2 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of the Company's efforts that result in no additional costs to the City beyond the costs identified in this Contract will be included in the guarantee savings reconciliation report for the applicable Guarantee Year(s).

Section 3.3 Savings Reconciliation Documentation. The Company will provide the City with a guaranteed savings reconciliation report after each Guarantee Year in accordance with Section 5.3. The City will assist the Company in generating the savings reconciliation report by providing the Company with copies of all bills pertaining to Energy Cost together with access to relevant records relating to such energy costs. The City will also assist the Company by permitting access to the Facilities, any maintenance records, drawings, compliance records or other data deemed necessary by the Company to generate the said report. Data and calculations utilized by the Company in the preparation of its guarantee cost savings reconciliation report will be made available to the City, along with such explanations and clarifications as the City may reasonably request.

Section 3.4 Guaranteed Savings Reconciliation. Guaranteed Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and stipulated/constants as described below and/or defined in Schedule D (Savings Calculation Formula) and/or additional methodologies defined by the Company that may be negotiated with City at any time. For each CM, the Company will employ an M&V Plan, which may be comprised of any or all of the following elements:

- Pre-retrofit model of energy consumption or demand
- Post retrofit measured energy consumption
- Post-retrofit measured demand and time-of-use
- Post-retrofit energy and demand charges
- Sampling plan
- Stipulated Values

The value of the energy savings will be derived from the measured data and engineering formulae included in Schedule D, and the applicable energy charges during each Guarantee Year. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

4. OWNER CONTROLLED VARIABLES

Section 4.1 City Maintenance Responsibilities. For the purposes of the Savings Guarantee, the City represents, warrants, and agrees to adhere to, follow and implement the maintenance procedures and methods of operation recommended in the Equipment manufacturers' Maintenance Manuals, common and recommended industry practices, and other mutually agreed maintenance procedures. The City further represents, warrants and agrees to protect against and replace in the event of any casualty, and not to undertake any changes which would adversely affect or reduce the Guaranteed Savings ("Changes").

Section 4.2 City Responsibility to Notify. In the event of any failure of the City to abide by Section 4.1 of this Savings Guarantee or in the event of any Changes, the City agrees to notify the Company in writing within five (5) business days of any actual, anticipated or intended variation that would reduce the Guaranteed Savings, whether before substantial completion or during the Guarantee Period. Upon receipt of such notice, or in the event that the Company independently learns of any such variations, the Company shall be entitled to adjust the Guaranteed Savings appropriately.

Section 4.3 Measurement and Verification. This Savings Guarantee is based on M&V Option A and Option D as detailed in this Guarantee.

5. UTILITY BILLS

Section 5.1 Guarantee. The Savings Guarantee and the Guaranteed Savings in any M&V

Plan report is not a representation, guarantee or warranty that the actual dollar amount of utility bills of the City will be reduced or lower than before, as so many other factors affect utility bills. This is only a guarantee that the Total Guaranteed Savings will meet or exceed the Guaranteed Savings during each respective annual measurement period during the Guaranteed Savings Period if the CM is operated and maintained by the City as required by this Contract. As the City has sole custody and control over the CM, the Company is permitted to adjust the Total Guaranteed Savings, as allowed under this Contract.

6. EXCLUSIVE REMEDIES OF THE CITY

Section 6.1 Company Remedies. Prior to the delivery of any Annual Reconciliation report, in the event that such Annual Reconciliation report would indicate that the CM will otherwise fail to produce Guaranteed Savings in an amount at least equal to the Total Guarantee Year Savings for such annual period (and such situation is not caused by the City's failure to operate the CM per this Contract), the Company may, at its sole cost and expense, on one or more occasions, take action to cause the Guaranteed Savings to equal or exceed the Total Guarantee Year Savings, including, but not limited to, fine-tuning the CM and the addition of implementation methods, operation methods or energy conservation measures which would increase the Guaranteed Savings. In any such remedy case, the Company shall provide the City with notice of any such activity including an Annual Reconciliation report, which will provide the appropriate details. Any such actions shall not adversely impact facility operations nor impede on normal facility functionality and shall be at Company's sole cost and expense.

Section 6.2 City Remedies. If after taking the actions described above (which the Company shall describe to the City in the Annual Reconciliation report) and performing any follow up which the Company deems necessary, such Annual Reconciliation report still indicates that the Guaranteed Savings in such Annual Reconciliation report is not at least equal to the Total Guarantee Year Savings amount for such period, the Company shall pay to the City an amount equal to the difference for such respective annual period between the Guaranteed Savings amount and the Total Guarantee Year Savings amount in such Annual Reconciliation report. This shall only be for the then current Annual Reconciliation report and shall not affect any prior or any future annual Reconciliation report. The City agrees not to offset, deduct, set-off, withhold or delay any payment due under the Contract. This is the City's sole and exclusive remedy under this Savings Guarantee, and no other rights or remedies are granted.

Section 6.3 THE COMPANY SHALL NOT BE RESPONSIBLE FOR INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, RESULTING FROM, OR RELATED TO THE GUARANTEE DURING THE GUARANTEE TERM (INCLUDING BUT NOT LIMITED TO THE MALFUNCTION OR MISOPERATION THEREOF BY THE CITY), BODILY INJURY, MENTAL ANGUISH, MENTAL INJURY OR DISEASE, LOSS OF PROFITS AND GOODWILL, REGARDLESS OF THE CAUSE OR BASIS OF SUCH ACTION, WHETHER IN STRICT LIABILITY, CONTRACT, TORT OR OTHERWISE.

Attachment B.1 to Savings Guarantee

Form of Corporate Guarantee

Guaranty Agreement By Consolidated Edison Solutions, Inc.

This Guaranty Agreement (the "Guaranty"), dated effective as of _____, is made and entered into by Consolidated Edison Solutions, Inc., a New York corporation ("Guarantor").

WHEREAS, BGA, Inc. (the "Company"), and the City of Miami Springs, a political subdivision of the State of Florida (the "City"), have entered into or are contemplating entering into a Guaranteed Energy, Water and Wastewater Performance Savings Contract (referred to herein as the "Contract"); and Guarantor will directly or indirectly benefit from the transactions to be entered into between Company and City.

NOW THEREFORE, in consideration of City entering into the Contract, Guarantor hereby covenants and agrees as follows:

1. **GUARANTY**. Subject to the provisions hereof, (a) Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the obligations of Company to pay for any shortfalls of guaranteed energy savings (the "Obligations") to City under the Contract, and (b) to the extent that Company shall fail to pay any Obligations, Guarantor shall promptly pay to the City the amount due on City's demand therefor. This Guaranty shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guaranty shall be subject to the following:

(a) Guarantor's liability hereunder shall be and is specifically limited to payments of the Obligations expressly required to be made under the Contract (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Contract, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney's fees; and

(b) the aggregate amount covered by this Guaranty shall not exceed the total equal to the amount of the Guarantee during the remaining term of the Guarantee Period as reflected in Schedule B, Energy Savings Guarantee, incorporated in the Contract, and in Schedule A to this Guaranty.

2. **DEMANDS AND NOTICE**. If a Company fails or refuses to pay any Obligations, whether or not such obligations are the subject of a bona fide dispute pursuant to the underlying Contract, City shall notify company in writing of the manner in which Company has failed to pay

and demand that payment be made by Company. If Company's failure or refusal to pay continues for a period of fifteen (15) days after the date of City's notice to Company, and City has elected to exercise its rights under this Guaranty, City shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall contain a copy of City's demand that payment be made by Company and a specific statement that City is calling upon Guarantor to pay under this Guaranty. A Payment Demand satisfying the foregoing requirements shall be required with respect to Obligations before Guarantor is required to pay such Obligations hereunder and shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single Written Payment Demand shall be effective as to any specific default during the continuance of such default, until Company or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured. The Guarantor shall not be required to make any inquiry, inspection or investigation in connection therewith.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of New York and has the corporate power and authority to execute deliver and carry out the terms and provisions of the Guaranty;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and

(c) this Guaranty, when executed and delivered, will constitute a valid and legally binding agreement of Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity. The City shall have the right to require the Company to appoint a successor or alternative instrument supporting Company's Guarantee, acceptable to the City, in the event of any one or more of the following circumstances, uncorrected for more than thirty(30) days: entry of an order for relief under Title 11 of the United States Code; the making by Guarantor of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in bankruptcy of Guarantor's business or property; or action by Guarantor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, Guarantor (including its receiver or trustee in bankruptcy) provides to City adequate assurances, reasonably acceptable to City, of its continuing ability and willingness to fulfill its obligations under this Guaranty.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor represents and warrants that its obligations to make payments pursuant to a Payment Demand shall not be subject to or limited by any rights, setoffs, counterclaims and other defenses to which Company or any other affiliate of Guarantor is or may be entitled to arising from or out of the Contract, except for defenses arising out of the

bankruptcy, insolvency, dissolution or liquidation of Company, provided however, that City agrees that Guarantor shall be entitled to recover any payments made by Guarantor to City pursuant to a Payment Demand if, as a result of a resolution of any bona fide dispute under the Contract concerning such payment or the Obligations, it is finally determined that City was not entitled to receive such payment or make such Payment Demand, and City agrees that it shall make promptly repay such amounts to Guarantor, pursuant to Section 215.422, Florida Statutes, after the date of Guarantor's notice to City that such repayment is due. City shall not be liable for such payment to both the Guarantor and the Company arising from the same dispute.

5. AMENDMENT OF GUARANTY. No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and City.

6. WAIVERS AND TERMINATION. Guarantor hereby waives (a) notice of acceptance of this Guaranty; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against Company or any other person, or except as expressly hereinabove set forth, to require that City seek enforcement of any performance against company or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of City in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part hereof or any changes or modifications to the terms of the Contract.

This Guaranty shall terminate on the date which is fifteen (15) years after the date of execution of the City's Certificate of Acceptance for both CM groups, 12:00 midnight Eastern Standard Time. Guarantor may terminate this Guaranty by providing written notice of such termination to the City and upon the effectiveness of such termination, Guarantor shall have no further liability hereunder except as provided by the last sentence of this paragraph. No such termination shall be effective until the appointment of a successor or alternative instrument supporting Company's Guarantee, or until all Obligations of the Company have been fulfilled. No such termination shall affect Guarantor's liability with respect to any Transaction (as defined in the Contract) entered into prior to the time the termination is effective, which Transaction shall remain guaranteed pursuant to the terms of this Guaranty.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telegram or telecopier, as follows:

To Guarantor: Paul F. Mapelli
Vice President and General Counsel
Consolidated Edison Solutions, Inc.
100 Summit Lake Drive
Valhalla, New York 10595

To City:

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by electronic transmission shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by electronic transmission shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. ASSIGNMENT. Neither Guarantor nor City shall assign this Guaranty without the express written consent of the other party.

9. MISCELLANEOUS. **THIS GUARANTY SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF FLORIDA.** This Guaranty shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by City, its successors and assigns. The Guaranty embodies the entire agreement and understanding between Guarantor and City and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on _____, but it is effective as of the date first above written.

[GUARANTOR]

By: CONSOLIDATED EDISON SOLUTIONS, INC.

Name: Jorge J. Lopez
Title: President

Attachment B.2 to Savings Guarantee

ANNUAL GUARANTEED SAVINGS ALLOCATION

Savings Guarantee Term Year	Measured Energy Savings Option A	Modeled Energy Savings Option D & IWA	Stipulated Operational Savings	Total Guaranteed Savings
1	\$35,828	\$26,531	\$60,969	\$123,328
2	\$36,903	\$27,327	\$62,798	\$127,028
3	\$38,010	\$28,147	\$64,682	\$130,839
4	\$39,150	\$28,991	\$66,622	\$134,764
5	\$40,325	\$29,861	\$68,621	\$138,807
6	\$41,534	\$30,757	\$70,680	\$142,971
7	\$42,781	\$31,679	\$72,800	\$147,260
8	\$44,064	\$32,630	\$74,984	\$151,678
9	\$45,386	\$33,609	\$77,234	\$156,228
10	\$46,747	\$34,617	\$79,551	\$160,915
11	\$48,150	\$35,655	\$81,937	\$165,742
12	\$49,594	\$36,725	\$84,395	\$170,714
13	\$51,082	\$37,827	\$86,927	\$175,836
14	\$52,615	\$38,962	\$89,535	\$181,112
15	\$54,193	\$40,131	\$92,221	\$186,545

SCHEDULE C. COMPENSATION TO COMPANY AND DELIVERABLES

Total compensation to Company for the installation of the conservation measures shall be one million, six hundred and thirty one thousand, one hundred and twenty one dollars (\$1,631,121.00).

Within 14 calendar days of contract execution, Company shall submit a project schedule of values to City for review and approval. The total amount of the schedule of values will be \$1,631,121.00. The schedule of values will provide a breakdown of costs associated with the construction of each conservation measure (cm) as well as non-cm specific costs such as IGA development, bonds & insurance, engineering, project management, mobilization, etc.

On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the Company shall submit an application for payment for the period ending the last calendar day of the previous month (the "Payment Request"). Said Payment Request shall be in standard AIA format, including an application and certificate for payment and updated schedule of values indicating work performed (previous and current applications). Pay applications will be based on work completed during each application period as a percentage of the total scheduled value for each scheduled item.

Therein, the Company may request payment for ninety percent (90%) of that part of the contract amount allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the City), less the total amount of previous payments received from the City or City's lender. Payment for materials stored offsite shall be at the discretion of the City and if approved, the Company shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the City, and that materials have been purchased and paid for by the Company. Risk of loss shall be borne by, and insurance must be provided by the Company while in storage and in transit. Cost of Builder's Risk insurance to be paid by Company.

Each Payment Request shall be signed by the Company and shall constitute the Company's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the Company knows of no reason why payment should not be made as requested.

Thereafter, the City shall review the Payment Request and may also review the work at the project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the City, less such amounts, if any, otherwise owing by the Company to the City or which the City shall have the right to withhold as authorized by this Contract, subject to approval by the City. Approval of the Contractor's Payment Requests shall not preclude the City from the exercise of any of its rights as set forth

herein below.

When payment is received from the City, the Company shall promptly pay all subcontractors, laborers and suppliers the amounts they are due for the work covered by such payment.

It is understood by both Parties that if a lender willing to provide a financing vehicle for the Term of the Guarantee reasonably acceptable to the City cannot be located, the City or Company may choose not to proceed with this Contract, at which time the City and Company will be freed of any costs incurred in connection with this Contract.

Upon City acceptance of final completion of the construction phase of the conservation measures, the measurement and verification (M&V) phase of the contract shall commence. Compensation to Company for annual the M&V services **are not** included in the conservation measure construction phase compensation shown above. Annually, for each year of the energy savings guarantee term, the City shall issue a purchase order to Company for authorization of M&V services, the annual purchase order amount shall be based on the following table:

Guarantee Year	M&V Services Fee Payable to Company
1	\$ 4,080
2	\$ 4,202
3	\$ 4,328
4	\$ 4,458
5	\$ 4,592
6	\$ 4,730
7	\$ 4,872
8	\$ 5,018
9	\$ 5,168
10	\$ 5,323
11	\$ 5,483
12	\$ 5,648
13	\$ 5,817
14	\$ 5,992
15	\$ 6,171

POTENTIAL CREDIT BACK TO THE COUNTY:

Consolidated Edison, Inc. ("CEI"), the ultimate parent company of BGA, Inc., may be eligible to receive a tax deduction pursuant to Section 179D ("179D") of the Internal Revenue Code for certain costs associated with the Company's installation of the CMs. The Company agrees to claim tax deductions, through CEI, pursuant to and in accordance with the requirements of 179D, for certain energy efficiency work performed by the Company for the City, and pay the City 50% of the Net Tax Benefit. "Net Tax Benefit" would be calculated by multiplying: (i) the amount of the tax deduction approved by the IRS under §179D for the CMs installed by the Company by (ii) CEI's then current nominal federal tax for the year the §179D deductions are claimed, and then deducting the Company's expenses set forth below:

- Tax consultant fees paid by the Company to a third party tax consultant based on the product of: (i) the amount of the deduction claimed by CEI multiplied by the then current CEI nominal tax rate, and (ii) the tax consultant's fee, but prior to the deductions set forth above.

Such payment would be made by the Company to the City via check, no later than thirty (30) days after the tax deduction is approved by the IRS.

NOTE: The Section 179D tax deduction is limited to CMs placed in service by December 31, 2013. Absent an extension of the current legislation, CMs installed after that date will not be eligible for the tax deduction.

SCHEDULE D. SAVINGS CALCULATION FORMULA

Cost Savings under the Contract will be determined according to the following formula:

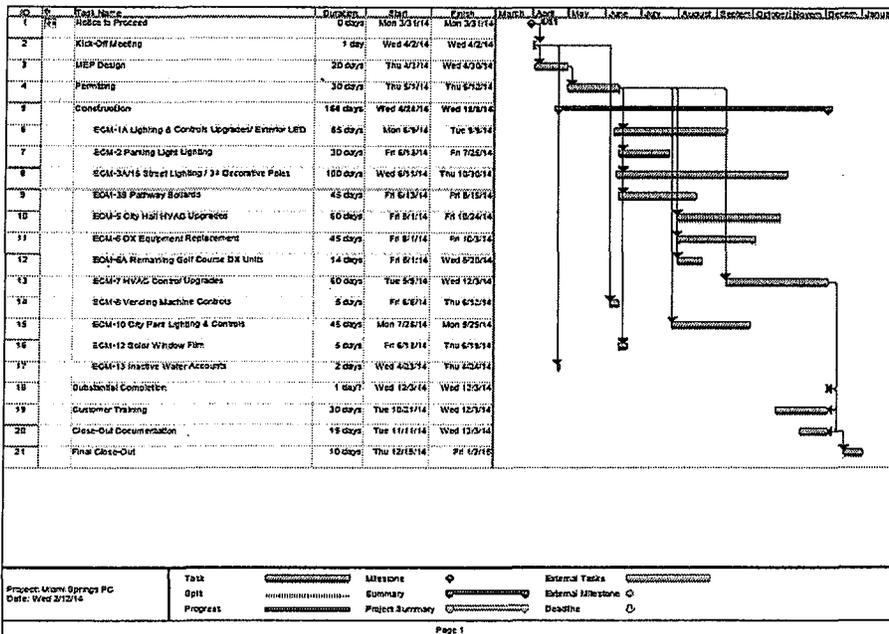
$$\text{Cost Savings} = (\text{Baseline Costs} - \text{Post Installation Costs}) +/- \text{Adjustments}$$

The following definitions and methodologies will apply:

- A. **Baseline Costs.** The estimated costs of fuel, energy or water consumption or wastewater production that would have been incurred if the CM had not been installed or implemented. Baseline Costs shall be the product of: (i) the Baseline amounts set forth in Schedule F and (ii) the utility rates.
- B. **Post-Installation Costs.** Post-Installation Costs will be the cost of fuel, energy or water consumption or wastewater production resulting from the installation and implementation of the CM. Post-Installation Costs will be the product of actual measurable savings together with the stipulated operation and maintenance and capital cost avoidance cost savings resulting from the implementation and installation of the CM. These cost savings have been negotiated and agreed upon by the Parties and there is no need to verify the agreed savings.
- C. **Adjustments.** § 489.145 (4)c Florida Statutes, requires that any Baseline adjustments must be specified in the Contract. The Parties agree that Baseline adjustments are authorized only to the extent authorized in section 11 and/or Schedule F (Baseline) of the Contract.

SCHEDULE E. CONSTRUCTION AND INSTALLATION SCHEDULE

The following schedule represents the Company's estimated project schedule from the date financing is secured. The schedule will be modified once the actual date of the closing of the financing is completed.



SCHEDULE F. BASELINE

Utility Rates – The following utility rates shall be used to calculate the monetary value of energy savings for year 1 of the guarantee and shall be escalated by 3% per year thereafter for the term of the contract.

Facility or Building	Electric \$/kWh	Electric \$/kW
City Hall	\$0.084	\$10.04
Public Works Complex	\$0.104	\$10.04
Senior Center	\$0.112	\$10.04
Recreation Building/Parking Lot	\$0.080	\$10.04
Golf Course	\$0.104	\$10.04
Bollards	\$0.080	\$10.04
Stafford Park	\$0.0551	\$11.73

SCHEDULE G. STANDARDS OF COMFORT

The City shall continue to be responsible for the maintenance and operation of all new and existing equipment and systems installed at and serving the City owned facilities. For purposes of this contract, it is assumed the City shall maintain and operate all equipment in a manner that will provide the same Standards of Comfort for heating, cooling and lighting systems that is currently being provided by the City.

SCHEDULE H. COMPANY'S MAINTENANCE RESPONSIBILITIES & TRAINING

START-UP, COMMISSION, TRAINING & O&M OVERSIGHT

Described below is the method the Company will use to verify the level of system performance and energy savings intended by the project design are actually realized after project completion, and then are maintained over time. This method to ensure the success of this project contains four interactive parts:

1. Start-Up

- Provide factory trained personnel to perform installation check-out and startup of all new and upgraded equipment and building systems.

2. Commissioning

- Professional engineers and other qualified personnel will perform design, construction and post-construction document review, site inspections and operational testing to ensure all new and upgraded building systems operate properly and function as intended and per the design documents.

3. Training

- Training, education and support for the County facilities maintenance department staff and employees to ensure a full understanding of proper operation of the new equipment and systems as well as a full understanding of the means of energy savings to be sure staff and affected employees are able to maintain optimum system operational efficiency.

4. O&M Oversight

- Provide equipment and system operations and maintenance requirements, documentation, guidance and oversight to ensure new and upgraded systems continue to ensure peak energy and operational performance.

Equipment and System Start-up

Upon completion of the construction of each measure and with support from the installing contractors, the Company will arrange for highly qualified, factory trained personnel to perform pre-check and start-up of all new and upgraded equipment and building systems to ensure factory specific check-out and start-up requirements are adhered to. All required pre-startup systems checkout and startup activities will be properly documented on manufacturer factory provided forms, signed and dated by the respective technician(s).

New and Upgraded System Commissioning

Commissioning is a systematic process of ensuring new and existing equipment and building systems perform interactively according to the design intent and the owner's operational needs. This is achieved beginning in the design phase by documenting the design intent and continuing through construction, acceptance, and the warranty period with actual verification of performance, O&M documentation verification, and the training of operating personnel. The Company will

perform these tasks directly on installed conservation measures and will work with the County maintenance staff and employees to assure these services are properly provided.

The objectives of the commissioning plan are as follows:

During the design phase:

- As the engineer of record, the Company will ensure our design team applies commissioning concepts to the design, e.g., clear and complete design intent documentation is developed and commissioning focused design reviews are conducted.
- Work with all equipment manufacturers and subcontractors to include the same level of commissioning in their equipment information and quotations and ensure that they are prepared to fulfill the requirements of the commissioning plan.

During the construction phase:

- Work with all manufacturers and contractors to ensure that the Company design intent is being met.
- Work to ensure that all equipment documentation is obtained from the contractor and that installation and start-up guidelines are met.
- Work to ensure that the installing contractors follow proper pre-functional testing and functional performance testing procedures and complete all proper documentation.

During the post-construction phase:

- Work with the equipment manufacturers and contractors to ensure that they update and organize all equipment O&M manuals, and provide complete sets to the maintenance staff and others as required.
- Work with the contractors to confirm that they perform thorough step-by-step operational testing of all equipment to ensure that the equipment performs according to the design intent. The Company strongly supports facility operations personnel taking part in this process as part of their hands-on training.
- Provide a complete O&M manual on all equipment and discuss the contents of this manual at the first training session. The Company will participate in these training sessions as an advisor to the contractor and to the County maintenance staff.
- Provide information documented during the commissioning process to the County facilities maintenance department for future reference and ongoing commissioning.

Staff and End User Training, Education & Support

To ensure that proper and efficient systems operations are well documented, the Company will provide training materials and instructional sessions to appropriate staff and contractors. Our training efforts, which will address the more complex conservation measures installed or influenced, are built on the following core elements:

Communication and Involvement - Effective communications and involvement with the people and organizations that ultimately will be responsible for maintaining, using and operating the new

and upgraded systems are part of the training process. By involving staff and subcontractors early in the process, we can ensure County maintenance staff and employees are ready, willing, and able to operate the systems as designed.

Documentation and Manuals - Proper documentation also plays a critical role in the successful project close-out and training. The Company will provide close-out manuals that will include test and balance & commissioning reports, engineering and as-built drawings, equipment data sheets, spare parts, equipment and contractor warranties, etc. Long term success of the operation of the more complex measures will be enhanced with guidelines, guidebooks and manuals upon which the staff and subcontractors can rely. The Company will provide manuals that will specify operating parameters and procedures to be maintained for optimal savings, O&M requirements, name and contact of vendor, measurements to be made to ascertain operating efficiency and frequency of measurements and start up and shut down procedures.

Hands-on Operator Training Sessions - Providing sets of manuals and operating guidelines will not be enough to ensure the proper maintenance and operation of the equipment we install, modify, or affect. The Company advocates actively involving the facility operations and maintenance staff in the commissioning process as the first step in our training and support responsibility. The Company will provide classroom style training sessions as necessary and the Company will organize demonstrations as appropriate to provide as much meaningful experience to the maintenance and operations staff as possible.

O&M Oversight

Operations and maintenance of the new and affected systems is one of the most important aspects of ensuring continuance of energy savings for the long term. Integrating O&M oversight with other aspects of performance verification not only assures that the systems will operate as intended, but more importantly, helps the system operators and users understand what the design intent is and learn how to improve the operating efficiency of the system as conditions change. This results in the most labor efficient, structured, and cost-effective method of maximizing system performance, while assuring continuous energy savings.

Proper maintenance and operation of the energy systems at the affected County's facilities is vital to ensuring the project benefits are achieved and that new, upgraded and affected equipment and systems operate at maximum efficiency. During the construction period the Company will develop a consolidated summary of warranty periods and maintenance requirements for all new equipment, and a schedule for annual, semi-annual, quarterly and monthly O&M work. These activities will be closely coordinated with the County's facilities maintenance staff.

O&M activities of affected facilities are currently performed by a combination of County personnel and outside contractors. It is proposed that County personnel will continue to perform routine, emergency, scheduled and non-scheduled maintenance, repair, and replacement of equipment installed under this project or will employ the services of qualified vendors and contractors to provide these services via new or continuing service agreements.

Finally, to help guarantee a successful O&M process, on an annual basis a representative from the Company will meet with City facilities maintenance personnel to review previous O&M activities and documentation and discuss upcoming O&M requirements. Upon completion of the annual O&M review, the Company will provide a written report detailing O&M observations and recommendations to the facilities staff.

SCHEDULE I. MEASUREMENT & VERIFICATION PLAN (“M&V PLAN”)

There are several primary methodologies for measuring energy saving measures as defined by the International Performance Measurement and Verification Protocol (“IPMVP”). The IPMVP is the industry accepted standard guideline for performing measurement and verification. Each methodology is applicable to different risk sharing scenarios, different project values, and different types of contracts. A brief description of each option is outlined below:

Option A: Partially Measured Retrofit Isolation is designed for retrofits where end-use “efficiency” or power draw can be measured or stipulated using manufacturers’ performance specifications or one time measurements. Estimated or stipulated energy consumption is calculated by multiplying manufacturers’ information or measured variable times the stipulated hours of operation for each period of operation. Some of the best applications for this option are individual loads or systems within a building, where energy usage can be broken down to one or two primary, straightforward parameters. As part of the contract, both parties must agree up front that the mainly stipulated parameters are reasonable, realistic and accurate, and may only be changed by a mutually agreed upon modification to the contract.

Option B: Retrofit Isolation involves savings determination techniques that are identical to those of Option A except that no stipulations are allowed under Option B.

Short term or continuous metering may be used under Option B. Continuous metering provides greater certainty in reported savings and more data about equipment operation. This data can be used to improve or optimize the operation of the equipment on a real-time basis, thereby improving the benefit of the retrofit itself.

Option B involves full measurement of the impact of the CM. Therefore there is less need to verify the potential to perform than in Option A.

The savings created by most types of CMs can be determined with Option B. However, the degree of difficulty and costs associated with verification increases proportionately as metering complexity increases. Option B methods will generally be more difficult and costly than Option A. However, Option B may produce less uncertain results where load and savings patterns are variable.

Option C: Whole Facility involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of CM, but not individually if more than one is applied to an energy meter. This Option determines the collective savings of all CMs applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, savings reported under Option C include the impact of any other changes made in facility energy use (positive or negative). Option C may be used in cases where there is a high degree of interaction between installed CMs or between CMs and the rest of the building, or the isolation and measurement of individual CM(s) is difficult or too costly.

This Option is intended for projects where savings are expected to be large enough to be discernible from the random or unexplained energy variations that are normally found at the level of the whole facility meter. The larger the saving, or the smaller the unexplained variations in the baseline, the easier it will be

to identify savings. Also, the longer the period of savings analysis after CM installation, the less significant is the impact of short term unexplained variations.

Periodic inspections should be made of all equipment and operations in the facility after CM installation. These inspections will identify changes from baseline conditions or intended operations. Accounting for changes (other than those caused by the CMs) is the major challenge associated with Option C - particularly when savings are to be monitored for long periods.

Option D: Calibrated Simulation involves determining energy savings during the performance period using calibrated building simulation tools. Savings are determined through Option D is intended for energy conservation retrofits where calibrated simulations of the baseline energy use and/or calibrated simulations of the post-installation energy consumption are used to measure project savings. Option D may involve measurements of energy use before and after the retrofit for specific equipment or energy end-use, as required for proper calibration of the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated, hourly simulation models of whole-building energy use, or equipment subsystems. This is done in both the baseline mode and in the post-installation mode. Comparisons can then be made for the (simulated) differences for a "typical" year, or for operating conditions that correspond to a specific year during either the baseline or post-installation period.

The base case model is calibrated to actual energy consumption records of the City. This same model is then modified to incorporate the changes in equipment, set points, controls, and system design to reflect the anticipated changes to be accomplished under the Contract. The models used for the before and after configuration of equipment are available for inspection.

Any requests by the City for modifications to the models' assumptions, set points, sequences of operation, or equipment efficiencies are incorporated into the models and both parties agree that the models are reasonable representations of actual current and expected future energy use of the buildings. Annual savings are calculated using the calibrated simulation of building equipment before and after the measures are installed.

Selected Metering and Verification Options

The table below summarizes the Measurement and Verification (M&V) approaches for each CM.

CM #	CM Description	M&V Option Used
1A	Lighting & Control Upgrades/Exterior LED	A
2	Parking Lot Lighting	A
3A	Street Lighting Alternate/34 Decorative Fixtures & Poles and Banner Arms	A
3B	Pathway Bollards	A
5	City Hall HVAC Upgrades	N/A
6	DX Equipment Replacement	D
6A	Remaining Golf Course DX Units	D
7	HVAC Control Upgrades	D
8	Vending Machine Controls	D
10	Stafford Park Sports Field Lighting	D
12	Solar Window Film	N/A
13	Inactive Water Accounts	N/A

CM 1A – Lighting & Control Upgrades/Exterior LED

The proposed measurement and verification approach for this CM is the IPMVP Option A.

The performance of the CM shall be supported by the stipulated wattage of the existing fixtures based on manufacturer's data and the Measured Capacity data obtained after the retrofit. A power meter will be utilized to measure the connected electrical load (in Kilowatts) of representative types of fixtures. At least (3) measurements of (6) different types of fixture to be replaced/retrofitted shall be made to obtain a statistical average. Fixtures that cannot be easily measured shall be stipulated. The measurements shall be taken one time and shall be stipulated for the remainder of the contract.

The hours of operation shall be stipulated and are based on the occupancy sensor data obtained from the data loggers. The stipulated hours of operation are displayed in the Lighting Audit Appendix at the end of this report. As long as the occupancy sensors are operational at the time of initial inspection, the measure will be deemed as performing. No annual inspections will be conducted. This information shall be utilized as the basis for the annual hours of operation agreed-upon according to IPMVP Option A.

CM 2 – Parking Lot Lighting

The proposed measurement and verification approach for this CM is the IPMVP Option A.

The performance of the CM shall be supported by the Measured Capacity data obtained after the retrofit. A power meter will be utilized to measure the connected electrical load (in Kilowatts) of representative types of fixtures. At least (3) measurements of (6) different types of fixture to be replaced/ retrofitted shall be made to obtain a statistical average. Fixtures that cannot be easily measured shall be stipulated. The measurements shall be taken one time and shall be stipulated for the remainder of the contract.

The hours of operation shall be stipulated and are based on information from the owner and on average

daylight hour data. The stipulated hours of operation are displayed in the Lighting Audit Appendix at the end of this report. This information shall be utilized as the basis for the annual hours of operation agreed-upon according to IPMVP Option A.

CM 3A – Street Lighting Alternate/34 Decorative Fixtures & Poles and Banner Arms

The proposed measurement and verification approach for this CM is the IPMVP Option A.

The performance of the CM shall be supported by the stipulated wattage of the existing fixtures based on manufacturer's data and the Measured Capacity data obtained after the retrofit. A power meter will be utilized to measure the connected electrical load (in Kilowatts) of representative types of fixtures. At least (3) measurements of each type of fixture to be replaced/ retrofitted shall be made to obtain a statistical average. Fixtures that cannot be easily measured shall be stipulated. The measurements shall be taken one time and shall be stipulated for the remainder of the contract.

The hours of operation shall be stipulated and are based on information from the owner and on average daylight hour data. The stipulated hours of operation are displayed in the Lighting Audit Appendix at the end of this report. This information shall be utilized as the basis for the annual hours of operation agreed-upon according to IPMVP Option A.

CM 3B – Pathway Bollards

The proposed measurement and verification approach for this CM is the IPMVP Option A.

The performance of the CM shall be supported by the stipulated wattage of the existing fixtures based on manufacturer's data and the Measured Capacity data obtained after the retrofit. A power meter will be utilized to measure the connected electrical load (in Kilowatts) of representative types of fixtures. At least (3) measurements of each type of fixture to be replaced/ retrofitted shall be made to obtain a statistical average. Fixtures that cannot be easily measured shall be stipulated. The measurements shall be taken one time and shall be stipulated for the remainder of the contract.

The hours of operation shall be stipulated and are based on information from the owner and on average daylight hour data. The stipulated hours of operation are displayed in the Lighting Audit Appendix at the end of this report. This information shall be utilized as the basis for the annual hours of operation agreed-upon according to IPMVP Option A.

CM 5 – City Hall HVAC Upgrades

Since no energy savings are claimed for this measure, measurement and verification is not applicable.

CM 6 – DX Equipment Replacement

The proposed measurement and verification approach for this CM is the IPMVP Option D.

The modeled savings are stipulated. The Company will commission the new DX equipment one time at the completion of construction. No annual inspections will be conducted. As long as the facility ensures that the equipment is maintained per manufacturer's requirements, this CM will be deemed as performing.

CM 6A – Remaining Golf Course DX Units

The proposed measurement and verification approach for this CM is the IPMVP Option D.

The modeled savings are stipulated. CES will commission the new DX equipment one time at the completion of construction. No annual inspections will be conducted. As long as the facility ensures that the equipment is maintained per manufacturer's requirements, this CM will be deemed as performing.

CM 7 – HVAC Control Upgrades

The proposed measurement and verification approach for this CM is the IPMVP Option D.

The modeled savings are stipulated. The Company shall commission the upgraded control systems and sequences of operation one time at the completion of construction. No annual inspections will be conducted. As long as the sequences and setpoints are maintained by the facility as per manufacturer's instructions, this CM shall be deemed as performing.

CM 8 – Vending Machine Controls

The proposed measurement and verification approach for this CM is the IPMVP Option D.

The modeled savings are stipulated. The Company will verify that the Vending Miser controls are installed per manufacturer's instructions after retrofit. No annual inspections will be conducted. As long as the controls are not removed or altered, this CM shall be deemed as performing.

CM 10 – Stafford Park Sports Field Lighting

The proposed measurement and verification approach for this CM is the IPMVP Option D.

The modeled savings are stipulated. The Company will verify post construction that the Sports Field Lighting and Controls are installed per manufacturer's instructions. No annual inspections will be conducted. As long as the lights and controls are not removed or altered, this CM shall be deemed as performing.

CM 12 – Solar Window Film

Since no energy savings are claimed for this measure, measurement and verification is not applicable.

CM 13 – Inactive Water Accounts

The Company will verify that inactive accounts have been closed by the City's representative. No formal measurement and verification protocol applies to this measure.

EXHIBIT I. FORM OF CERTIFICATE OF ACCEPTANCE

CM GROUP: _____

BGA, Inc.
Attention: Andre Leblanc
3101 W. Dr. Martin Luther King Jr. Blvd., Suite 110
Tampa, FL 33607

I, the undersigned, hereby certify that I am the duly qualified and acting representative of the City identified below and, with respect to the above-referenced CM Group under the Guaranteed Energy, Water, and Wastewater Performance Savings Contract dated as of _____, 2013 ("Contract"), by and between the City and BGA, Inc., represent and warrant that:

1. The CM Group described in Schedule A and properly invoiced, has been delivered and installed in accordance with the Contract, is in good working order and is fully operational and properly functioning and has been fully accepted by the City on the ____ day of _____, _____.

CITY: Miami Springs, Florida

Signature: _____

Title: _____

Date: _____

EXHIBIT II – FORM OF CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of _____
(hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption
Number _____, affirms that the tangible personal property purchased pursuant to Purchase
Order Number _____ from _____ (Vendor) on or after
_____ (date) will be incorporated into or become a part of a public facility as
part of a public works contract pursuant to contract # _____ with
_____ (Name of Contractor) for the
construction of _____.

Governmental Entity affirms that the purchase of the tangible personal property
contained in the attached Purchase Order meets the following exemption requirements
contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the
tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to
the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the
vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase
or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the
attached Purchase Order does not qualify for the exemption provided in Section
212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the
tax, interest, and penalties due on the tangible personal property purchased. If the
Florida Department of Revenue determines that the tangible personal property
purchased tax-exempt by issuing this Certificate does not qualify for the exemption,
Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I
will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be
subject to conviction of a third degree felony. Under the penalties of perjury, I declare

that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative Title

Purchaser's Name (Print or Type) Date

Federal Employer Identification Number: _____

Telephone Number:

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

RESOLUTION NO. 2014 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS PROVIDING FOR THE THIRD BUDGET AMENDMENT TO THE FY 2013-2014 BUDGET; BY AMENDING THE GENERAL FUND BUDGET TO INCREASE THE STORMWATER ACCOUNT, REDUCE THE CITY CLERK, FINANCE-PROFESSIONAL SERVICES, PLANNING, BUILDING, ZONING AND CODE ENFORCEMENT, AND PUBLIC WORKS ACCOUNTS, AND INCREASE THE CHARGES AND SERVICES AND CITY RESERVE ACCOUNTS; INCREASING FUNDING IN THE ROAD AND TRANSPORTATION ACCOUNT OF THE SPECIAL REVENUE AND CAPITAL PROJECTS FUND BUDGET; PROVIDING INTENT; SPECIFYING COMPLIANCE WITH BUDGETARY PROCESSES AND PROCEDURES; EFFECTIVE DATE

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

WHEREAS, the General Fund budget of the City is hereby increased by \$33,495 in the Stormwater Operations account, reduced by an aggregate total of \$301,086 comprised of the City Clerk account (\$48,000), Finance-Professional Services account (\$2,040), Planning account (\$35,500), Building, Zoning, and Code Enforcement account (\$40,546), and Public Works account (\$191,500), increased by \$5,000 in the Charges and Services account and by \$16,500 in City Reserve account; and,

WHEREAS, the aforesaid changes in the various accounts of the General Fund were caused by a need to fund new stormwater projects, account for the anticipated shortfall in "Red Light Camera Program" revenues, record additional revenues received from Pelican Playhouse rentals, and returning funds to city reserves which were not required due to approved Citizen Independent Transportation Trust (C.I.T.T.) funding; and,

WHEREAS, in addition to the foregoing, the Road and Transportation account of the Special Revenue and Capital Projects Fund Budget has been increased by \$183,000 to account for C.I.T.T. funding made available for the Circle Lighting Project and various additional road and sidewalk projects for this year; and,

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this _____ day of _____, 2014, on a motion by _____ and seconded by _____.

Vice Mayor Lob	_____
Councilman Windrem	_____
Councilman Bain	_____
Councilman Petralanda	_____
Mayor Garcia	_____

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

EXHIBIT "A"

**City of Miami Springs
FY 2013-14 Budget Amendment
All Operating Funds**

Fund/Classification	Amended Budget	Amendment No. 3	Ref	Amended Budget
General Fund				
Revenues				
Taxes	\$6,724,332			\$6,724,332
Excise Taxes	2,675,000			2,675,000
Licenses & Permits	777,200			777,200
Intergovernmental Revenues	1,963,613	-		1,963,613
Charges for Services	1,560,830	5,000	3	1,565,830
Fines & Forfeitures	772,000	(301,086)	2	470,914
Miscellaneous	249,962			249,962
Interfund Transfers-In	530,000			530,000
Proceeds from loan	624,996			624,996
Fund Balance	139,990			139,990
Total General Fund	\$16,017,923	(\$296,086)		\$15,721,837
Expenditures				
City Council	140,815			140,815
City Manager	349,603			349,603
City Clerk	293,157	(\$48,000)		245,157
City Attorney	171,000			171,000
Human Resources	189,516			189,516
Finance-Administration	582,442			582,442
Finance-Professional Services	274,295	(\$2,040)	2	272,255
Information Technology	331,508			331,508
Planning	128,947	(\$35,500)	2	93,447
Police	5,974,804			5,974,804
Building, Zoning, and Code Enforcement	610,093	(40,546)		569,547
Public Works	1,733,722	(191,500)	2	1,542,222
Recreation & Culture	2,032,226	5,000	3	2,037,226
Golf Operations	2,529,288			2,529,288
Transfers to other funds	502,541			502,541
Budgeted Increase to reserves	173,966	16,500	4	190,466
Total General Fund	16,017,923	(296,086)		15,721,837
Sanitation Operations	2,343,880			2,343,880
Stormwater Operations	427,686	33,495	1	461,181
Total Enterprise Funds	2,771,566	\$33,495		\$2,805,061
Special Revenue & Capital Projects				
Road & Transportation	723,090	\$183,000	4,5	\$906,090
Senior Center Operations	367,543	0		367,543
Capital Projects	13,388	0		13,388
Law Enforcement Trust	301,751	0		301,751
Total Special Revenue & Capital Projects Funds	1,405,772	\$183,000		\$1,588,772
G.O. Bonds - Series 1997 -	699,912	\$0		\$699,912
Total Debt Service	699,912			\$699,912
GRAND TOTAL ALL FUNDS	\$20,895,173	(\$79,591)		\$20,815,582

Legend:

- 1) \$33,000 in additional Stormwater projects
- 2) \$301,086 in budget reductions due to red light revenue shortfall
- 3) Record \$5,000 in additional revenues received from Pelican Playhouse rentals
- 4) to record \$33,000 funding for circle lighting project and transferring part of the cost (\$16,500) that was budgeted in Recreation to Road & Transportation Fund since entire project is funded by CITT funds.
- 5) To add \$150,000 to the CITT fund to cover additional road and sidewalk projects done this year.

RESOLUTION NO. 2014 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS CANVASSING RETURNS OF THE MIAMI SPRINGS SPECIAL ELECTION OF APRIL 8, 2014 AND DECLARING RESULTS THEREOF; PROVIDING CERTIFICATION OF THE ELECTION RESULTS FROM MIAMI-DADE ELECTIONS DEPARTMENT; EFFECTIVE DATE

WHEREAS, a Special Election for the City of Miami Springs was held on April 8, 2014, to secure authorization for the sale of a portion of the City golf course, and said election was duly and properly held in accordance with the law;

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

Section 1: That the returns of the Miami Springs Special Election held in and for the City of Miami Springs on April 8, 2014 have been canvassed by the City Council as follows:

Question to Authorize the Sale of a Portion of Golf Course Property

Shall the City Council be authorized to sell and rezone the 10,299 square feet (less than a quarter of an acre) of Golf Course property adjacent to the former James Medical Clinic currently under License Agreement as a parking area to proposed contract purchasers for \$115,000?

YES	<u>909</u>
NO	<u>1,040</u>

Section 2: That a certified copy of the official results for the Miami Springs Special Election of April 8, 2014 are attached to and by this reference made a part of this resolution.

Section 3: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this _____ day of _____, 2014, on a motion by _____ and seconded
by _____.

Vice Mayor Lob _____
Councilman Windrem _____
Councilman Bain _____
Councilman Petralanda _____
Mayor Garcia _____

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney



miamidade.gov

Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-8683 F 305-499-8547
TTY 305-499-8480

CERTIFICATION

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Penelope Townsley, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that the attached is a true and correct copy of the Official Results for the charter amendment question listed below in the **Miami Springs Special Election** conducted on April 8, 2014:

Question to Authorize the Sale of a Portion of Golf Course Property

WITNESS MY HAND AND
OFFICIAL SEAL, AT MIAMI,
MIAMI-DADE COUNTY, FLORIDA,
ON THIS 11TH DAY OF APRIL, 2014

A handwritten signature in black ink, appearing to be "Penelope Townsley", written over a horizontal line.

Penelope Townsley
Supervisor of Elections
Miami-Dade County

Enclosure

RUN DATE:04/11/14 10:27 AM

REPORT-EL45A

PAGE 001

	TOTAL VOTES	%	ED OSS	ED IVO	ABSENTEE	PROV
PRECINCTS COUNTED (OF 4)	4	100.00				
REGISTERED VOTERS - TOTAL	8,259					
BALLOTS CAST - TOTAL	1,957		1,367	0	588	2
VOTER TURNOUT - TOTAL		23.70				
Question CITY:MIAMI SPRINGS						
Vote for 1						
YES/SI	909	46.64	617	0	291	1
NO/NO.	1,040	53.36	748	0	291	1
Total	1,949		1,365	0	582	2
Over Votes	3		0	0	3	0
Under Votes	5		2	0	3	0

Carika Santanovic 4/11/14
Suzanne Hoffer



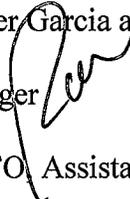
CITY OF MIAMI SPRINGS
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5035
Fax: (305) 805-5018

Agenda Item No.

City Council Meeting of:

4/14/14 

TO: The Honorable Mayor Xavier Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager 

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

DATE: April 10, 2014

SUBJECT: **Recommendation that Council waive the competitive bid process and authorize the execution of a contract in an amount not to exceed \$12,500, on an "as needed basis" to Dunlap and Associates for financial advisory services, pursuant to Section §31.11 (E)(6)(g) of the City Code.**

During the past few weeks we have been contacting various financial institutions in order to obtain some terms and options for the financing of the proposed aquatic facility project. The financial markets have changed during the past few years and lending has become extremely difficult to obtain. We contacted four different banks and were only able to obtain one institution that was interested in providing a term sheet. That institution offered a \$5 million 15 year maximum term note at the current market rate of 3.27% with annual debt service of approx. 427,000 and total debt service payments of \$6.4 million (see attachment A). They also offered a \$3 million 15 year maximum term note at the current market rate of 3.27% with annual debt service of approx. 256,233 and total debt service payments of \$3,843,494 (see attachment B).

We also contacted the Florida League in order to obtain quotes on their upcoming bond issue and they were able to offer a \$5 million bond for a 30 year term but at a rate of approx. 4.7% and total debt service payments of \$9,987,131. They also offered a 20 year term option at a rate of 4.18% and a total debt service of \$8,056,065. The bond option is more expensive than a bank financing so we recommend going with a bank financing option for as many years as possible in order to lower annual debt service costs.

Based on these factors, we asked Mr Willy Bermello if his firm had knowledge of any financing options for projects they had worked on in the past. He recommended the firm of Dunlap and Associates.

We contacted Craig Dunlap of Dunlap and Associates in Winter Park, Florida. This company has been instrumental in obtaining financing for numerous Florida municipalities and counties, including Miami-Dade County.

We met with Mr. Dunlap on Friday April 4 and he presented us with a number for a \$5 million loan at 15 and 20 year bank options for what is called an All In True Interest Cost (TIC) ranging from 3.18%

Aquatic Facility Financing Options, page 2

for 15 years to 3.69% for a 20 year note. These rates are lower than what we have been able to obtain and is due to this firm's experience in this area as can be seen from their list of references which is on page 2 of attachment D.

Mr. Dunlap's fees for this service will not exceed \$12,500 and this fee plus any other closing costs is included in the All in TIC listed above. (See attachment C which lists 4 scenarios with corresponding rates and annual debt service).

As part of our due diligence in our recommendation of Dunlap & Associates, we contacted various references as listed on their brochure submittal to the City.

Please refer to attachment D page 1 which lists 33 financings executed by this firm over the past year totaling over \$940 million.

Pages 2 thru 9 of attachment D are email responses received from various governmental and educational entities that have used this firm and all speak very highly of their services. This includes page 2 from Florida International University which lists the new football stadium financing as one of the projects financed using the assistance of Dunlap and Associates.

Therefore, the Administration is requesting authorization to contract with Dunlap and Associates to assist staff in preparing an RFP and submitting same to all financial institutions they work with in order to obtain bids for the proposed financing. The Administration feels that the interest cost savings alone will more than pay for their fee in the long term based on the interest rates being quoted above by this firm.

Amortization Table (City of Miami Springs)

Initial Data

BOND DATA

Bond amount: **\$3,000,000.00**
 Annual interest rate: 3.27%
 Term in years: 15
 Payments per year: 1
 First payment due: 10/1/2014

TABLE DATA

Table starts at date:
 or at payment number: 1

Total Cash Outlay:

PERIODIC PAYMENT

Entered payment:
 Calculated payment: **\$256,232.90** unless you enter a value for "Entered payment".

CALCULATIONS

Use payment of: \$256,232.90 Beginning balance at payment 1: 3,000,000.00
 1st payment in table: 1 Cumulative interest prior to payment 1: 0.00

Table

Estimated Annual Payment on Loan:

\$256,232.90

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance
1	10/1/2014	3,000,000.00	98,100.00	158,132.90	2,841,867.10
2	10/1/2015	2,841,867.10	92,929.05	163,303.85	2,678,563.25
3	10/1/2016	2,678,563.25	87,589.02	168,643.88	2,509,919.37
4	10/1/2017	2,509,919.37	82,074.36	174,158.54	2,335,760.83
5	10/1/2018	2,335,760.83	76,379.38	179,853.52	2,155,907.31
6	10/1/2019	2,155,907.31	70,498.17	185,734.73	1,970,172.58
7	10/1/2020	1,970,172.58	64,424.64	191,808.26	1,778,364.32
8	10/1/2021	1,778,364.32	58,152.51	198,080.39	1,580,283.93
9	10/1/2022	1,580,283.93	51,675.28	204,557.62	1,375,726.32
10	10/1/2023	1,375,726.32	44,986.25	211,246.65	1,164,479.67
11	10/1/2024	1,164,479.67	38,078.49	218,154.42	946,325.25
12	10/1/2025	946,325.25	30,944.84	225,288.07	721,037.18
13	10/1/2026	721,037.18	23,577.92	232,654.99	488,382.20
14	10/1/2027	488,382.20	15,970.10	240,262.80	248,119.40
15	10/1/2028	248,119.40	8,113.50	248,119.40	0.00
			843,493.51	3,000,000.00	

New Money Scenarios

City of Miami Springs, Florida
Capital Improvement Revenue Note, Series 2014
(Aquatic Facility)
Summary of Bank Loan Scenarios*

	Scenario 1 \$3 million - 15yrs	Scenario 2 \$5 million - 15yrs	Scenario 3 \$3 million - 20yrs	Scenario 4 \$5 million - 20yrs
All-in True Interest Cost	3.18%	3.11%	3.75%	3.69%
Average Annual Debt Service	254,507	422,180	215,909	357,804
Total Debt Service	3,817,600	6,332,700	4,318,180	7,156,080

* For Informational Purposes Only - Preliminary and subject to change

Attachment C



“Integrity comes when character is tested; keep true and never be ashamed of doing what is right.”

City of Miami Springs



Dunlap & Associates, Inc.

Craig Dunlap, President

1146 Keyes Avenue

Winter Park, FL 32789

(407) 678-0977

jcdunlap@dunlapandassociates.com

Att. Ashurst D



"Integrity comes when character is tested; keep true and never be ashamed of doing what is right."

Table of Contents

Tab 1 – Firm Overview, Experience, and Rankings

Tab 2 – Personnel

Tab 3 – Bank Loan vs. Bond Issue

Tab 4 – New Money Scenarios



"Integrity comes when character is tested; keep true and never be ashamed of doing what is right."

Firm Overview

- Dunlap and Associates, Inc. is a full service independent financial advisory firm; our advice is unbiased and will not be influenced by any banking institution
- Dunlap and Associates, Inc.'s founder and lead banker, Mr. Dunlap, has over 42 years of experience in public finance as either financial advisor or underwriter and served as the Division of Bond Finance Director
- Dunlap and Associates Inc.'s financing team is comprised of ex State of Florida Division of Bond Finance Director, CPA's, ex Finance Directors and City Managers and Credit Analysts
- In Florida, Dunlap and Associates, Inc. currently represents approximately forty (40) issuers
- Principals and personnel of the firm have combined experience of over one hundred forty (140) years in all aspects of Florida Public Finance.



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Florida Experience



CITIES

- Apopka
- Atlantic Beach
- Aventura
- Bartow
- Casselberry
- Clewiston
- Cocoa
- Coral Springs
- Dania Beach
- Davie
- Daytona Beach
- DeBary
- Destin
- Fort Lauderdale
- Green Cove Springs
- Holly Hill
- Jacksonville Beach
- Lake Worth
- Lauderhill
- Maitland
- Neptune Beach
- North Miami Beach
- Oakland Park
- Ocala
- Plant City
- Riviera Beach
- Temple Terrace
- Vero Beach
- West Palm Beach
- Winter Park

COUNTIES

- Broward County
- Citrus County
- Lee County
- Miami-Dade County
- Orange County
- Osceola County
- Palm Beach County
- Pasco County

DISTRICTS

- Florida Governmental Utility Authority
- Florida Municipal Power Agency
- Keys Energy Services
- Kissimmee Utility Authority
- Reedy Creek Improvement District

HIGHER EDUCATION

- Bethune-Cookman University
- Florida Atlantic University
- Florida Gulf Coast University
- Florida International University
- Florida State University
- Lake Highland Preparatory School
- Nova Southeastern University
- University of Central Florida
- University of South Florida

POOLED LOAN PROGRAMS

- Florida Intergovernmental Finance Commission
- Sunshine Governmental Financing Commission

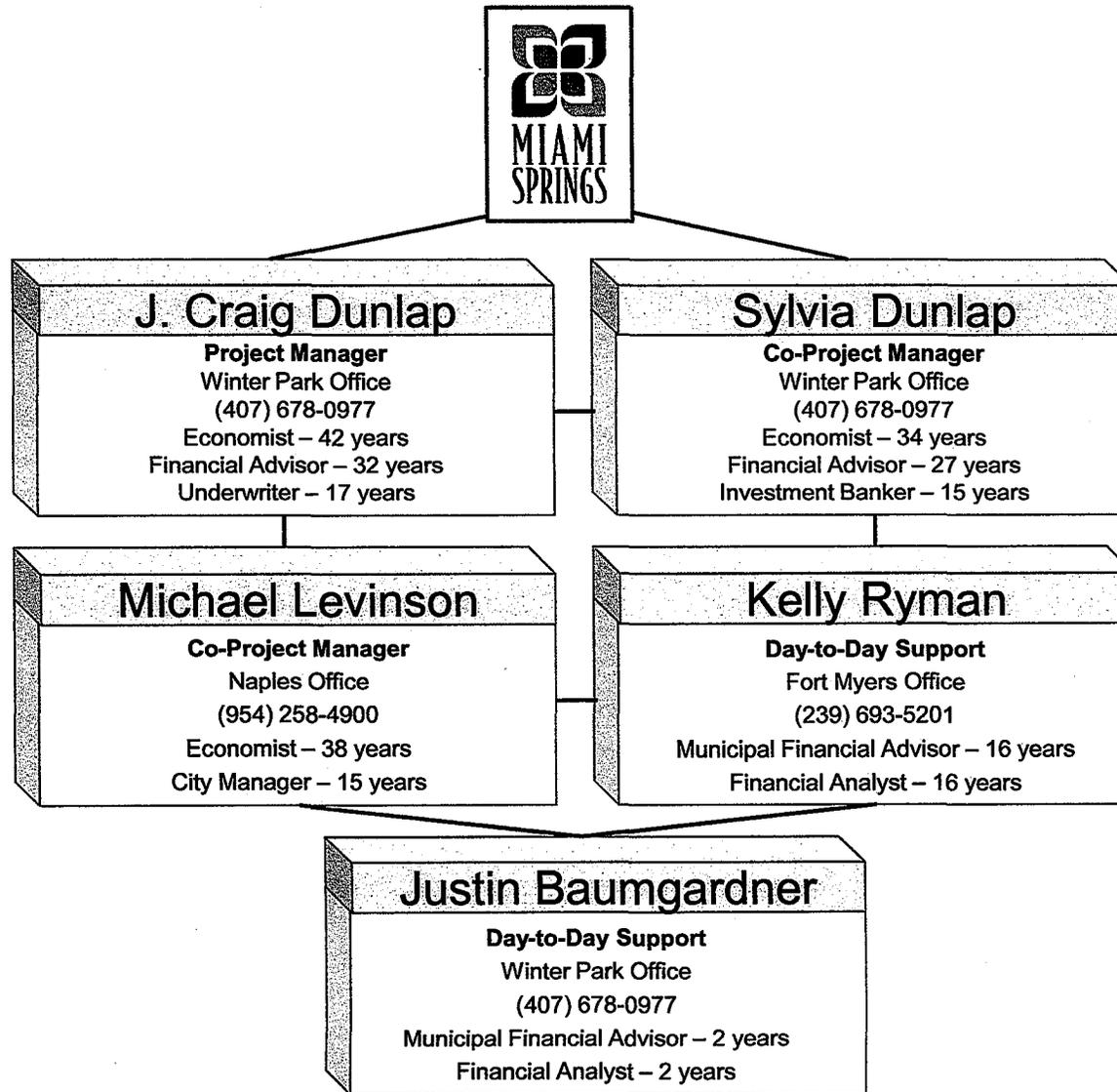


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Florida Financial Advisor Rankings

Florida Financial Advisor Rankings (Based on # of New Issues)		
	Ranking	
	2012	2013
Long Term Municipal New Issues	2	2
Tax-Exempt Long Term New Issues	2	2
Taxable New Issues	2	1
Negotiated New Issues	2	2
Revenue New Issues	2	2
New Money New Issues	2	2
Refunding New Issues	2	2

Personnel



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President



J. Craig Dunlap MBA
Project Manager – Day-to-Day Contact

Economist: 42 yrs

Financial Advisor: 32 yrs

Underwriter: 17 yrs

Division of Bond Finance Director: 4 yrs

- Located In Winter Park, Florida
- Economist for 42 years
- Financial advisor for 32 years
- Underwriter for 17 years
- Extensive background in a full range of public financings
- Lead financing project manager for the private to public municipalization of the electric system for the City of Winter Park
- Served on the investment advisory boards for: Kissimmee Utility Authority, the Utility Board of the City of Key West, Florida Municipal Power Agency
- Holds an undergraduate degree from Florida State University and a Masters degree from the School of Business of the University of North Dakota
- Appointed by the Governor of Florida to the Municipal Advisory Council of the Division of Bond Finance as one of two investment banking representatives.
- Twice named Associate of the Year for 1984-1985 and 2004-2005 by the Florida Municipal Electric Association. Mr. Dunlap is the only two-time winner in the history of this award.
- Testified before the Florida Public Service Commission on need hearings



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Consultant



Sylvia Dunlap
Co-Project Manager

Economist: 34 yrs

Financial Advisor: 27 yrs

Investment Banker: 15 yrs

Credit Analyst: 8 yrs

- Located in Orlando, Florida
- Financial Advisor for 27 years
- Provides consulting services to cities, counties, higher education, airports, expressway authorities, municipal utilities, school districts and foreign governments.
- She has financed over \$25 billion in tax-exempt and taxable bonds, fixed and variable rate paper, including commercial paper, credit enhanced facilities, letter of credit, lines of credit, bank loans and swaps for governmental entities throughout Florida
- Her expertise as credit analyst is a helpful throughout the rating agency preparation and presentation process
- Since 2007, she has continued to serve on the Orange County Industrial Development Board and Education Facilities Authority,



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Senior Vice President



Michael S. Levinson
Co-Project Manager

Economist: 38 yrs

City Manager: 15 yrs

Financial Analyst: 23 yrs

Florida Governor's Sterling Award

Malcolm Baldrige Award

- Located in Naples, Florida
- Prior City Manager of Coral Springs, Florida
- Served as Economic Development Director/Economist for the City of Dallas, managing the Dallas Industrial Development Corporation
- Served as Development Finance Administrator for the City of Miami
- Holds a Bachelor of Science degree in Economics and Business Administration from Quinnipiac University, a Masters degree in Economics from Southern Connecticut and attended Yale University Graduate School of Economics, taking coursework toward his Ph.D
- Serve as First President Emeritus of the Florida Sterling Council, advancing corporate excellence throughout the State of Florida
- Under his stewardship, the City of Coral Springs received the Malcolm Baldrige National Quality Award for corporate excellence, becoming the first and only local or state government to receive this Presidential Award. The City is also the first corporation in the State of Florida to become a two-time recipient of the Governor's Sterling Award for performance excellence (1997 and 2003)
- Recognized with numerous awards, including Tribute, Florida House of Representatives, presented for dedication and managerial excellence.



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Vice President



Kelly Ryman
Day-to-Day Contact

Municipal Finance: 16yrs

Financial Advisor: 16yrs

Financial Analyst: 16yrs

- Located in Lee County, Florida
- Financial Advisor for 16 years
- Working and Day-to-Day knowledge of higher education financings, SWAPS, Variable Rate Debt, and Refundings
- Extensive background in a full range of public financings
- Expertise in debt sizing and structuring
- Expertise in Rating Agency Presentations
- Speaker at Florida Government Finance Officers Association conferences



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Associate



Justin Baumgardner
Day-to-Day Contact

Municipal Finance: 2yrs

Financial Advisor: 2yrs

Financial Analyst: 2yrs

- Joined Dunlap & Associates, Inc. in 2012
- Holds a Bachelor of Science in Business Administration with a Major in Finance and Minor in Economics from Auburn University
- Held Series 7 and Series 63 Licenses
- Assists clients on a variety of financings including : capital improvement, public power, general obligation, public power, utility systems and higher education
- Assists clients on a day-to-day basis and responsible for: technical and quantitative analysis for new money, refundings, and restructuring issues, analyzing bond refundings, originating and analyzing request for proposals for financings options , preparation of rating agency presentations, review of feasibility studies, evaluations of bank loan proposals, and assisting through the financing process from origination to execution.



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Bank Loan vs. Bond Issue

Bank Loan vs. Bond Issue		
	Bank Loan	Bond Issue
Terms Negotiable	Yes	No
Lower Cost of Issuance	Yes	No
Shortest Execution Time	Yes	No
Capital Adequacy, Gross Up Risk	Yes	No
Change in Corporate Tax Rate	Yes	No
Tenor Competitiveness	Up to 20yrs	20yrs+

Bank Loan vs. Bond Issue

- Advantages

1. Lower Issuance Cost
2. Typically, No Debt Service Requirement
3. Rates are Competitive
4. Less Time, Quicker Execution

- Disadvantages

1. Amortization and “Put Provisions”
2. Terms and Conditions Could Result in Rate Increase
3. Gross-Up Provisions – Change in Corporate Tax Rates
Capital Adequacy, Determination of Taxability
4. Call Provisions – “Make Whole” Language
5. Bank Demand is Volatile

Bank Loan vs. Bond Issue

- Banks have become very aggressive in lending to municipalities
- Banks are tightening credit standards
- Risk profiles of municipal governments are more attractive to bank credit departments
- Depending on the terms and amortization periods, banks have offered: 1) rates of 15-40 basis points better than bond issues, 2) lower costs of issuance and 3) shorter execution time
- Banks offer callable and non-callable loans
- The interest rate on callable loans will bear a higher rate of interest than non-callable loans with “make-whole provisions”

Bank Loan vs. Bond Issue

- Bank Loan Provisions:
 - Gross-Up
 - Corporate Tax Rate Change
 - Capital Adequacy Requirements
 - “Put Options”
 - “Make-Whole”

New Money Scenarios

City of Miami Springs, Florida
Capital Improvement Revenue Note, Series 2014
(Aquatic Facility)
Summary of Bank Loan Scenarios*

	Scenario 1 \$3 million - 15yrs	Scenario 2 \$5 million - 15yrs	Scenario 3 \$3 million - 20yrs	Scenario 4 \$5 million - 20yrs
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Average Annual Debt Service	254,507	422,180	215,909	357,804
Total Debt Service	3,817,600	6,332,700	4,318,180	7,156,080

* For Informational Purposes Only - Preliminary and subject to change



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Attachment D

Listing of Recent Financings

Pasco County	\$15,310,000	11/1/2013
Florida Municipal Power Agency	\$16,745,000	10/3/2013
City of Temple Terrace	\$24,335,000	9/25/2013
Florida Municipal Power Agency	\$15,000,000	9/16/2013
- Town of Davie	\$14,405,000	9/11/2013
- City of Neptune Beach	\$3,280,000	9/10/2013
- City of Neptune Beach	\$745,000	9/10/2013
Reedy Creek Improvement District	\$344,960,000	9/5/2013
Reedy Creek Improvement District	\$40,950,000	9/5/2013
FSU Financial Assistance, Inc.	\$8,115,000	8/22/2013
Florida Municipal Power Agency	\$16,460,000	8/15/2013
- Lee County	\$35,540,000	8/14/2013
City of Ocala	\$7,700,000	8/9/2013
- Bonita Springs Utilities	\$7,330,000	8/6/2013
- Lee County	\$53,755,000	7/31/2013
- Lee County	\$39,440,000	7/31/2013
Florida Municipal Power Agency	\$7,175,000	7/25/2013
Seminole Boosters, Inc.	\$6,500,000	7/16/2013
- City of Lauderhill	\$11,225,000	7/11/2013
Reedy Creek Improvement District	\$54,915,000	7/10/2013
Pasco County	\$33,785,000	7/10/2013
Pasco County	\$9,985,000	7/10/2013
Florida Gulf Coast University	\$5,100,000	7/1/2013
Florida Gulf Coast University	\$6,800,000	7/1/2013
- City of Holly Hill	\$1,540,000	6/26/2013
Florida Gulf Coast University	\$30,000,000	6/11/2013
- City of Vero Beach	\$8,465,000	6/10/2013
- Lee County	\$41,475,000	5/29/2013
- City of Holly Hill CRA	\$5,000,000	4/24/2013
Florida Governmental Utility Authority	\$18,090,000	3/28/2013
Florida Governmental Utility Authority	\$20,140,000	3/28/2013
Florida Governmental Utility Authority	\$27,325,000	3/28/2013
Trinity Preparatory School	\$13,000,000	3/1/2013

Guaranteed Entitlement Refunding Revenue Bonds, Series 2013B
St. Lucie Project Revenue Note, Series 2013
Taxable Non-Ad Valorem Refunding Revenue Note, Series 2013
All-Requirements Power Supply Project Revenue Bonds, Series 2013A
Water and Sewer Revenue Refunding Bonds, Series 2013
Water and Sewer Revenue Note, Series 2013A
Water and Sewer Refunding Revenue Note, Series 2013B
Ad Valorem Tax Bonds, Series 2013A
Ad Valorem Tax Refunding Revenue Bonds, Series 2013B
Educational, Including Athletic, Facilities Improvement Revenue Refunding Bond, Series 2013
Tri-City Project Refunding Revenue Bonds, Series 2013
Non-Ad Valorem Refunding Bonds, Series 2013
Capital Improvement Refundign Revenue Certificate Series 2013
Utility System Refunding Revenue Bond, Series 2013
Water and Sewer Revenue Bonds, Series 2013A
Water and Sewer Revenue Bonds, Series 2013B
Stanton Project Refunding Revenue Bonds, Series 2013
Promissory Note, Series 2013 (Student Athletic Dorm)
Capital Improvement Revenue Bonds, Series 2013 (Electric)
Utilities Revenue Refunding Bonds, Series 2013-1
Half-cent Sales Tax Refunding and Improvement Revenue Bonds, Series 2013A
Guaranteed Entitlement Revenue Refunding Bonds, Series 2013A
Amended and Restated Capital Improvement Revenue Bonds, Series 2005B (Parking Project)
Amended and Restated Capital Improvement Revenue Bonds, Series 2005A (Housing Project)
Water and Sewer Revenue Note, Series 2013
Capital Improvement Revenue bonds, Series 2013
Water and Sewer System Refunding Revenue Note, Series 2013
Tourist Development Tax Bonds, Series 2013 (Minnesota Twins)
Redevelopment Revenue Note, Series 2013
Utility Revenue Bonds (Lake Aqua Utility System), Series 2013A and 2013B
Utility Revenue Bonds (Pasco Aqua Utility System), Series 2013A and 2013B
Utility Revenue Bonds (Unified Utility System), Series 2013A and 2013B
Industrial Development Revenue Bonds, (Trinity Preparatory School Project), Series 2013

Attachment D

1

(2)

FIU

William Alonso

From: Christina Jardim <cjardim@fiu.edu>
Sent: Wednesday, April 09, 2014 6:18 PM
To: William Alonso
Subject: RE: Dunlap Associates

Hi William,

Dunlap and Associates is a solid firm to assist you in obtaining financing. FIU is currently using Dunlap's services on a public private partnership we are negotiating for student housing facilities and I have found them to be knowledgeable, thorough and diligent. They respond promptly when called upon and have been willing to work under extremely tight deadlines. One of their strengths is the number and quality of their connections in the financing arena due to the length of time they have been in this business. As a result, they can pick up the phone and get things done quickly.

In the past Dunlap was involved in the financing of our football stadium and I understand their work was well-regarded, though that was before my time. _____

Please let me know if you have any other questions.

Best regards,

Christina Jardim
Director, Enterprise Development
Florida International University
Phone: 305.348.3621

From: William Alonso [<mailto:alonsow@miamisprings-fl.gov>]
Sent: Wednesday, April 09, 2014 5:12 PM
To: Christina Jardim
Subject: FW: Dunlap Associates

The City of Miami Springs is considering using the services of this firm to assist us in obtaining financing for an aquatic project. The firm has listed you as references. Could you let us know how your experience has been in using their services? Did they meet your expectations? Any details you can provide will be appreciated.

William Alonso
Assistant City Manager/Finance Director
City of Miami Springs



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Town of Davie

William Alonso

From: William Ackerman <William_Ackerman@davie-fl.gov>
Sent: Thursday, April 10, 2014 8:02 AM
To: William Alonso
Subject: RE: Dunlap Associates

Good morning! The Town of Davie has been using Dunlap and Associates for around 10 years and their services and expertise are phenomenal. They will answer all of your questions in a timely manner and they don't charge you for every phone call or email you send them. They've assisted us on several bond issuances / refundings and have worked with us with the rating agencies and have done a great job. They know the market extremely well.

I'd highly recommend them. We've worked primarily with Damon Adams and he's been fantastic.

If you need anything else, let me know.

Good luck.

Bill

From: William Alonso [<mailto:alonsow@miamisprings-fl.gov>]
Sent: Wednesday, April 09, 2014 5:09 PM
To: William Ackerman; pvu@fiu.edu; citymgr@covb.org; clawson@covb.org; ablakeskee@rcid.org; pwinton@leegov.com; rsheets@govserv.com; cjardin@fiu.edu
Cc: Tammy Romero
Subject: Dunlap Associates

The City of Miami Springs is considering using the services of this firm to assist us in obtaining financing for an aquatic project. The firm has listed you as references. Could you let us know how your experience has been in using their services? Did they meet your expectations? Any details you can provide will be appreciated.

William Alonso
Assistant City Manager/Finance Director
City of Miami Springs



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Lee County

William Alonso

From: Winton, Peter <PWinton@leegov.com>
Sent: Thursday, April 10, 2014 8:45 AM
To: William Alonso
Subject: RE: Dunlap Associates

William,

We have had Dunlap as our financial consultant for six years.

They have provided excellent and very responsive service. They really know their stuff. They exceed expectations and have saved us money and helped us work out of difficult situations.

Please feel free to call if you have further questions.

Pete

Pete Winton
Assistant County Manager
Lee County Administration
wintonpx@leegov.com
Phone: (239) 533-2777
FAX: (239) 485-2262

From: William Alonso [<mailto:alonsow@miamisprings-fl.gov>]
Sent: Thursday, April 10, 2014 8:40 AM
To: Winton, Peter; ablakeslee@rcid.org; citymgr@covb.org; clawson@covb.org; rsheets@govserv.com
Subject: Dunlap Associates

The City of Miami Springs is considering using the services of this firm to assist us in obtaining financing for an aquatic project. The firm has listed you as references. Could you let us know how your experience has been in using their services? Did they meet your expectations? Any details you can provide will be appreciated.

William Alonso CPA, CGFO, CGMA
Assistant City Manager/Finance Director
City of Miami Springs
201 Westward Drive
Miami Springs, Fla. 33166
305-805-5014
Fax: 305-805-5018
Cell: 786-219-6883
Email: alonsow@miamisprings-fl.gov

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City of Lauderhill

William Alonso

From: Sean Henderson <shenderson@lauderhill-fl.gov>
Sent: Thursday, April 10, 2014 9:09 AM
To: William Alonso
Subject: RE: Website Inquiry

Great leadership, sound advice, personable service.

Sean Henderson
Deputy Finance Director
City of Lauderhill

From: William Alonso [<mailto:alonsow@miamisprings-fl.gov>]
Sent: Thursday, April 10, 2014 9:09 AM
To: Sean Henderson
Subject: RE: Website Inquiry

I'm sorry, Dunlap and Associates from Winter Park, Florida, They listed an \$11,225,000 Capital Improvements bond Series 2013-1.

William Alonso CPA, CGFO, CGMA
Assistant City Manager/Finance Director
City of Miami Springs
201 Westward Drive
Miami Springs, Fla. 33166
305-805-5014
Fax: 305-805-5018
Cell: 786-219-6883
Email: alonsow@miamisprings-fl.gov



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From: Sean Henderson [<mailto:shenderson@lauderhill-fl.gov>]
Sent: Thursday, April 10, 2014 9:06 AM
To: William Alonso
Subject: RE: Website Inquiry

What is the name of the firm?

From: William Alonso [<mailto:alonsow@miamisprings-fl.gov>]
Sent: Thursday, April 10, 2014 8:54 AM
To: Sean Henderson
Subject: Website Inquiry

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Holly Hill

William Alonso

From: Kurt Swartzlander <kswartzlander@hollyhillfl.org>
Sent: Thursday, April 10, 2014 9:26 AM
To: William Alonso
Subject: Re: Dunlap & Associates

Mr. Alonso,

We have an excellent working relationship with Dunlap and associates and within the last two years have worked on both bond refundings (2) and new bond issuances (2). They have always been extremely thorough and timely in all aspects of the services they have provided our City. They worked extremely well in developing and completing the bond RFP process and worked with both bond counsel and the City attorney, Myself (Finance Director) and the City Manager to complete all four of our recent bond issues. I would highly recommend the services of Dunlap & Associates.

I hope this helps and if you need further clarification please let me know.

Thanks,
Kurt Swartzlander

On Thu, Apr 10, 2014 at 9:19 AM, William Alonso <alonsow@miamisprings-fl.gov> wrote:

The City of Miami Springs is considering using the services of this firm to assist us in obtaining financing for an aquatic project. The firm has listed you as references. Could you let us know how your experience has been in using their services? Did they meet your expectations? Any details you can provide will be appreciated.

William Alonso CPA, CGFO, CGMA

Assistant City Manager/Finance Director

City of Miami Springs

201 Westward Drive

Miami Springs, Fla. 33166

305-805-5014

Fax: 305-805-5018

Cell: 786-219-6883

Email: alonsow@miamisprings-fl.gov

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City of Vero Beach

William Alonso

From: Lawson, Cindy <CLawson@covb.org>
Sent: Thursday, April 10, 2014 9:45 AM
To: William Alonso
Cc: Vonada, Joyce
Subject: RE: Dunlap Associates

Mr. Alonso: Dunlap and Associates has been the City's financial advisor for many years. Mr. Dunlap is very knowledgeable and professional. He has assisted the City with several refinancing issues in recent years, and has been very proactive in identifying opportunities to lower interest rates and costs on outstanding debt. In support of debt issuance and financial planning, he frequently makes presentations to our Council and Commission and they rely upon his advice. I would highly recommend his firm.

Cindy Lawson
Finance Director
City of Vero Beach

From: William Alonso [<mailto:alonsow@miamisprings-fl.gov>]
Sent: Wednesday, April 09, 2014 5:09 PM
To: william_ackerman@davie-fl.gov; pvu@fiu.edu; Vonada, Joyce; ablakeskee@rcid.org; pwinton@leegov.com; rsheets@govserv.com; cjardin@fiu.edu
Cc: Tammy Romero
Subject: Dunlap Associates

The City of Miami Springs is considering using the services of this firm to assist us in obtaining financing for an aquatic project. The firm has listed you as references. Could you let us know how your experience has been in using their services? Did they meet your expectations? Any details you can provide will be appreciated.

William Alonso
Assistant City Manager/Finance Director
City of Miami Springs

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Neptune Beach

William Alonso

From: Steve Ramsey <sramsey@neptune-beach.com>
Sent: Thursday, April 10, 2014 9:59 AM
To: William Alonso
Subject: RE: Dunlap and Associates

Yes. This firm did an excellent job with our recent financing and refinancing. They were very responsive and included me on all decisions that were made. They are a very professional firm and well respected. I would recommend them and plan to use them on future projects.

Steven L. Ramsey, Director of Finance
City of Neptune Beach, Florida

From: William Alonso [<mailto:alonsow@miamisprings-fl.gov>]
Sent: Thursday, April 10, 2014 9:25 AM
To: sramsey@neptune-beach.com
Subject: Dunlap and Associates

The City of Miami Springs is considering using the services of this firm to assist us in obtaining financing for an aquatic project. The firm has listed you as references. Could you let us know how your experience has been in using their services? Did they meet your expectations? Any details you can provide will be appreciated.

William Alonso CPA, CGFO, CGMA
Assistant City Manager/Finance Director
City of Miami Springs
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Cell: 786-219-6883
Email: alonsow@miamisprings-fl.gov



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Bonita Springs

William Alonso

From: Debbie Bautista <DBautista@bsu.us>
Sent: Thursday, April 10, 2014 10:16 AM
To: William Alonso
Subject: Dunlap & Associates

William,

We hired Dunlap & Associates as our financial advisor in November 2011 and have since done three very successful refinancing transactions with their assistance. We work primarily with Kelly Ryman who covers clients in the southwest part of the state. Each transaction involved issuance of an RFP, evaluation of proposals received, presentation to our Board, the Lee County IDA & Lee County BOCC for approvals, as well as transaction structuring, document review and preparation and coordinating closing with all parties in the working group. Kelly attended all meetings with me and stayed on top of everything throughout each refinancing. The firm employs individuals with a wealth of public finance experience and knowledge. They send out monthly market updates and stay in touch throughout the year. I highly recommend this firm.

Feel free to call me if you have any specific questions.

Debbie Bautista
Finance Director
Bonita Springs Utilities, Inc.
11860 E. Terry Street
Bonita Springs, FL 34135
Phone - 239-390-4810
Fax - 239-992-9223
Cell - 239-872-3516

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