



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

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

**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, January 13, 2014 – 7:00 p.m.
Council Chambers – City Hall
201 Westward Drive – Miami Springs**

1. Call to Order/Roll Call

2. Invocation: Councilman Windrem

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) Proclamation – "Tom Curtis 'The Battery Man' Day"

B) Yard of the Month for December 2013 – Richard and Bonnie Wheeler – 33 Pinecrest Drive

C) Yard of the Month for January 2014 – David and Jessica Rodriguez – 464 La Villa Drive

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) 12-09-2013 – Regular Meeting

6. **Reports from Boards & Commissions:**
 - A) 01-06-2014 – Zoning and Planning Board – Cancellation Notice
 - B) 01-06-2014 – Board of Adjustment – Cancellation Notice
 - C) 01-07-2014 – Code Enforcement Board – Cancellation Notice

7. **Public Hearings:** None

8. **Consent Agenda: (Budgeted and/or Funded)**
 - A) Approval of the City Attorney's Invoice for December 2013 in the Amount of \$12,345.75, as Funds were Approved in the FY 13/14 Budget
 - B) Approval of the Curtis Publishing Company Invoice for the 2014-2015 Miami Springs Area Directory in the Amount of \$5,000.00, Utilizing Funds Budgeted in the FY 2013-2014 City Council – "City Event" Fund
 - C) Recommendation that Council Award a Bid to Wrangler Construction Inc., Utilizing Miami Dade County RPQ #20130171 in the Amount of \$110,185.00, Utilizing CITT Funds (\$5,000), and Funds Approved in the FY 2013-2014 Budget (\$105,185), for Sidewalk Improvements City Wide, Pursuant to Section 31.11 (E) (5) of the City Code
 - D) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$86,400.00, to Kelly Janitorial for Janitorial Services for All City Buildings, as Funds were Approved in the FY 2013-2014 Budget, Pursuant to Section 31.11 (E)(6)(g) of the City Code and Pursuant to the Contract Renewal Option Provided by the City's Existing Contract for an Additional One (1) Year Period
 - E) Recommendation that Council Approve a Change Order to H & R Paving, Utilizing Miami-Dade County RPQ # 20120159 in the Amount of \$17,100.00, for an Additional 180 Tons of Asphalt Needed for the Completion of the Hammond Dr. Project, Pursuant to Section 31.11 (F)(11)(b) of the City Code, to be Funded from Citizen Independent Transportation Trust (CITT) Funds

8. Consent Agenda: (continued)

- F) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure to Kimmons Builders Inc., the Lowest Responsible Quote, in the Amount of \$45,480.00 for City Hall Plumbing Restorations as Funds were Approved in the FY 13/14 Budget, Pursuant to Section 31.11(E)(6)(g) of the City Code
- G) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure to Triple J Plumbing, the Lowest Responsible Quote, in the Amount of \$30,550.00 for Replacement of Water Lines in City Hall as Funds were Approved in the FY 13/14 Budget, Pursuant to Section 31.11(E)(6)(g) of the City Code
- H) Recommendation that Council Approve an Expenditure in an Amount not to Exceed \$35,000.00, on an "As Needed Basis" to Aeration Technology, Inc. for Aerating the Golf Course Greens, Tees and Fairways, as Funds were Approved in the FY 2013-2014 Budget, as a Sole Source Provider, Pursuant to Section 31.11 (E)(6)(c) of the City Code
- I) Recommendation that Council Award a Bid to Howard Fertilizer & Chemical Company Inc., Utilizing the Town of Davie Bid # B-12-34-3, In the Amount of \$15,000.00, on an "As Needed Basis" for Custom Blended Fertilizers for the Golf Course Fairways, Tees and Putting Green Surfaces, as Funds were Approved in the Fiscal Year 2013-2014 Budget, Pursuant to Section 31.11 (E)(5) of the City Code
- J) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure in an Amount not to Exceed \$6,000.00 on an "As Needed Basis" to Palmdale Oil Company for Golf Course Fuel Services, as Funds were Approved in the FY 2013-2014 Budget, 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) Discussion Regarding Application Fees for Variance Requests to the Board of Adjustment and Board of Appeals
- C) Recommendation to Approve Wall of Fame Plaque/Award (tabled 9/23/13 and 10/14/13)
- D) Update on Okeechobee Boat Ramp
- E) City Clerk Selection Discussion

10. New Business:

- A) Consideration of a Request from Miami-Dade County League of Cities for Sponsorship Opportunities and Participation in their 60th Annual Installation Gala to be Held on Saturday, February 8, 2014 at Jungle Island
- B) Resolution No. 2014-3608 – A Resolution of the City Council of the City of Miami Springs Approving a New Lease Agreement with The School Board of Miami-Dade County, Florida for the 501 East Drive/Stafford Park Site; Authorizing the Proper Officers and Officials to Execute the Lease Agreement and any other Required Documentation Related thereto; Effective Date
- C) Resolution No. 2014-3609 – A Resolution of the City of Miami Springs Calling for the Holding of a Special Election for the City on Tuesday, April 8, 2014; Specifying the Purpose of the Special Election; Providing Authorizations and Directions to the City Clerk; Effective Date
- D) Consideration of Drafting a Resolution Requesting an Intergovernmental Agency Agreement with Miami-Dade County Granting the City of Miami Springs Autonomy Regarding Street Safety and Traffic Calming on all Roads in the City
- E) Review of Proposed Sublease Agreement (Revised Facility Agreement for Miami Springs Historical Society)

11. Other Business:

- A) Scheduling of a Special Meeting in February for Review of Investment Grade Audit from ConEdison

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.



Proclamation

By the Mayor of the City of Miami Springs

WHEREAS, exemplary achievements made by individuals symbolize the characteristics which make our community a thriving City, hence it is essential that they be praised and recognized for making a difference in our midst; and,

WHEREAS, Tom Curtis "The Battery Man" has initiative and ambition and is not afraid of working hard, and in 1940 he launched his first business, Curtis Battery and Electric Company in the back of a service station in Miami; and,

WHEREAS, Mr. Curtis has made many donations to different organizations and charities and is well known throughout the City for his kindness and generosity; and,

WHEREAS, Mr. Curtis provided the Miami Springs Women's Club with financial support to demolish the kitchen and bathrooms, to bring the bathrooms up to ADA standards, to install new tile floors, new plumbing, a new air conditioning system and new vinyl flooring for the main clubhouse; and,

WHEREAS, Mr. Curtis is a man with no limits when it comes to his dedication, success and generosity to his family and the community,

NOW, THEREFORE, I, Xavier M. Garcia, Mayor of the City of Miami Springs, Florida, do hereby proclaim Monday, January 13, 2014 as

"Tom Curtis 'The Battery Man' Day"

in Miami Springs and in observance thereof, I call upon the citizens of Miami Springs to join me in congratulating Mr. Curtis on this very special occasion.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Miami Springs, Florida to be affixed this 13th day of January 2014.

Zavier M. Garcia
Mayor

ATTEST:

Suzanne S. Hitaffer, CMC
Acting City Clerk



CERTIFICATE OF RECOGNITION

Presented to

Richard & Bonnie Wheeler

Of

33 Pincrest Drive

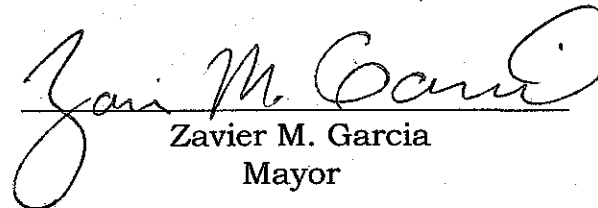
for their home being designated as

***“YARD OF THE MONTH”
DECEMBER 2013***

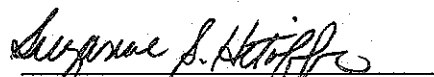
Presented this 13th day of January 2014.



CITY OF MIAMI SPRINGS, FLORIDA


Zavier M. Garcia
Mayor

ATTEST:


Suzanne S. Hitaffer, CMC
Acting City Clerk



CERTIFICATE OF RECOGNITION

Presented to

DAVID AND JESSICA RODRIGUEZ

Of

464 LAVILLA DRIVE

for their home being designated as

**“YARD OF THE MONTH”
JANUARY 2014**

Presented this 13th day of January 2014.

CITY OF MIAMI SPRINGS, FLORIDA

A handwritten signature in cursive script that reads "Xavier M. Garcia".

Zavier M. Garcia
Mayor

ATTEST:

A handwritten signature in cursive script that reads "Suzanne S. Hitaffer".

Suzanne S. Hitaffer, CMC
Acting City Clerk

DRAFT



City of Miami Springs, Florida

The Miami Springs City Council held a **REGULAR MEETING** in the Council Chambers at City Hall on Monday, December 9, 2013, at 7:00 p.m.

1. Call to Order/Roll Call

The meeting was called to order at 7:08 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
- Acting City Clerk Suzanne S. Hitaffer
- Assistant City Clerk Elora R. Sakal

2. Invocation: Offered by Councilman Lob

Salute to the Flag: Students from Miami Springs Middle School lead the audience in the Pledge of Allegiance and Salute to the Flag

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

3. Awards & Presentations:

3A) Certificate of Recognition to the Anchor Club for their Assistance with the Butterfly Garden

Mayor Garcia presented certificates to students from Miami Springs Senior High Anchor Club for their assistance with the plantings at the Butterfly Garden.

Anchor Club member Krista Schubert commented that Anchor is a co-ed club that does wonderful things for the community.

4. Open Forum:

Anchor Club Project

Anchor Club President Rebecca Shultz from Miami Springs Senior High School commented that every year the President has a project. Her project is to host a spaghetti dinner on January 11, 2014 at the Lions Club from 4:30 to 7:30 p.m. for all of the servicemen and servicewomen who are currently enrolled in the armed forces and veterans. She hopes that this announcement would help spread the word to those who are serving or who have served to come to the event.

Education Advisory Board Recommendations

Kim Werner, Education Advisory Board Liaison introduced herself as the Liaison member to the Education Advisory Board. She offered to address the Board's recommendations on the agenda and respond to any questions or comments.

449 Swallow Drive

Beatriz Obermann of 449 Swallow Drive asked if the permits for the building she lives in at 449 Swallow drive are moving forward and Mayor Garcia responded that Council cannot enter into a discussion in Open Forum. He encouraged Ms. Obermann to express her comments or concerns.

Ms. Obermann said that she attended a condominium association meeting on December 4th and they brought back information from three years ago.

City Manager Gorland explained that an extensive package was provided to Council documenting the many hours spent over the last few years regarding this issue; at this point he feels that the City has done everything possible. He offered to assist Ms. Obermann if something new is brought to his attention.

5. Approval of Council Minutes:

5A) 11-12-2013 – Regular Meeting

Minutes of the November 12, 2013 Regular meeting were approved as written.

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

6. Reports from Boards & Commissions:

6A) 11-19-2013 – Education Advisory Board – Minutes

Minutes of the November 19, 2013 Education Advisory Board meeting were received for information without comment.

6B) 12-02-2013 – Zoning and Planning Board – Cancellation Notice

Cancellation Notice of the December 2, 2013 Zoning and Planning Board meeting was received for information without comment.

6C) 12-02-2013 – Board of Adjustment – Cancellation Notice

Cancellation Notice of the December 2, 2013 Board of Adjustment meeting was received for information without comment.

6D) 12-03-2013 – Code Enforcement Board – Cancellation Notice

Cancellation Notice of the December 3, 2013 Code Enforcement Board meeting was received for information without comment.

7. Public Hearings:

7A) Second Reading – Ordinance No. 1060-2013 – An Ordinance of the City Council of the City Of Miami Springs Repealing And Deleting Article XIV, Mixed Use District, And Code of Ordinance Sections 150-145 through 150-153 in their Entirety; Reserving Article XIV and Code Sections 150-145 through 150-153 for Future Use; Repealing all Ordinances or Parts of Ordinances in Conflict; Directions to the Codifiers; Providing an Effective Date

City Attorney Jan K. Seiden read the title of the Ordinance.

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

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

8. Consent Agenda: (Agenda Items 8A, 8B, 8D, 8E, 8F, 8G were approved with one motion. Agenda Item 8C was pulled for discussion by Vice Mayor Bain)

8A) Approval of the City Attorney's Invoice for November 2013 in the Amount of \$12,453.75

There was no discussion regarding this item.

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

8B) Recommendation that Council Approve a Change Order to Wrangler Construction Inc., Utilizing Village of Palmetto Bay Bid 2011-PW-102, in the Amount of \$2,267.50 for Additional Sidewalk Improvements @ Hammond Drive due to Unforeseen Work that Needed to be Done to Meet City Code, Pursuant to Section 31.11 (F)(11)(b) of the City Code

There was no discussion regarding this item.

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

8C) Recommendation that Council Approve a Change Order to South Florida Maintenance in the Amount of \$21,060.00, Amending the Current Contract Previously Approved by Council, Effective October 1, 2013, for Maintenance of the Common areas Surrounding the Recreation Parks, Pursuant to Section 31.11 (F)(11)(c) of the City Code

To answer Vice Mayor Bain's question, City Manager Gorland stated that this item is budgeted in this fiscal year's budget.

Mr. Alonso explained that this item was originally budgeted because Greens Grade Services was providing the service and now it is going to South Florida Maintenance.

To answer Vice Mayor Bain's question, City Manager Gorland said that this item is normally considered a consent agenda item because funds are budgeted.

City Attorney Seiden stated that the standard of what falls within the consent is a matter of Administrative prerogative.

Vice Mayor Bain moved the item. Councilman Petralanda seconded the motion which was carried 5-0 on roll call vote.

8D) Recommendation that Council Award City RFP #01-13/14 and Approve the Execution of a Contract to Greens Grade Services, Inc., the Only Responsible Bidder, in the Amount of \$425,636.64, on an "As Needed Basis" for Golf Course Labor Services for Fiscal Year 2013-2014, Pursuant to Section 31.11(E)(1) of the City Code

There was no discussion regarding this item.

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

8E) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$15,111.00, on an "As Needed Basis" to Southern Waste Systems for Garbage and Recycling Collection Including All City Buildings with Various Pickups a Week for Fiscal Year 2013-2014, Pursuant to Section 31.11(E)(6)(g) of the City Code and Pursuant to the Contract Renewal Option Provided by the City's Existing Contract/Contract Vendor for an Additional One (1) Year Period

There was no discussion regarding this item.

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

8F) Recommendation that Council Approve an Expenditure to US Lubricants LLC, the Lowest Responsible Quote, in the Amount of \$25,000.00, on an "As Needed Basis" for Fuel for the Maintenance Equipment for the Golf Course for Fiscal Year 2013-2014, Pursuant to Section 31.11(C)(2) of the City Code

There was no discussion regarding this item.

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

8G) Purchase of Network Design Services/Configuration and Hardware to Upgrade the Existing Voice Over IP Technology (VoIP) to Enhance Security Measures for the Police Phone System:

8G 1. Recommendation that Council Approve \$1,500.00, to ITC Group, Inc., for Network Design/Configuration to Enhance Security Measures for the Police Phone System, for Fiscal Year 2013-2014, as a Sole Source Provider, Pursuant to Section 31.11(E)(6)(c) of the City Code, Utilizing Law Enforcement Trust Funds

Councilman Lob moved the item. Vice Mayor Bain seconded the motion

To answer Councilman Petralanda's question, Chief of Police Peter G. Baan said that there will be no downtime to the phone system. There may be some downtime to the police network but it will be minimal.

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

8G 2. Recommendation that Council Approve an Expenditure to CDW-G, the Lowest Responsible Quote, in the Amount of \$1,591.88, for Hardware Required to Enhance Security Measures for the Police Phone System, for Fiscal Year 2013-2014, Pursuant to Section 31.11(C)(2) of the City Code, Utilizing Law Enforcement Trust Funds

There was no discussion regarding this item.

Councilman Lob moved the item. Vice Mayor Bain 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

City Attorney Seiden advised Council that the Disability Advisory Board has a quorum but there are still two vacant seats that need to be filled. The Board needs to meet to discuss how to use some dollars that the City is entitled to from parking fines collected.

9B) Okeechobee Boat Ramp Discussion

City Manager Gorland commented that he distributed a cover memo to the City Attorney from the Florida League of Cities that was not included in the packet. He read the memo as follows:

"Good afternoon Jan,

At the City's request, a risk assessment was conducted on Dec 02, 2013 at a boat ramp located at North Royal Poinciana Blvd and Quail Ave along the Miami River C-6 Canal. The City is proposing to open the ramp to the public. The ramp is currently used by SFWMD and the Miami Springs PD when needed. Please find a report attached with photos and comments. The following observations are a direct result of this assessment.

Reasons for not opening to the public:

- 1. Limited space to safely launch and trailer watercraft*
- 2. Directly intersects bike path*
- 3. No parking available at site*
- 4. Maintenance costs*
- 5. The ramp was previously closed due to excessive noise and excessive speeds from wave runners/jet skis*
- 6. A State approved manatee program will be required along with a kiosk or permanent display board providing manatee info*
- 7. The C-6 Canal is considered an impaired water body (poor water quality)*

Recommendations to reduce liability if opened to the public:

- 1. Reduced horse power on watercraft*
- 2. No wave runners/jet skis"*

City Manager Gorland commented that there is nothing in the memo that says the boat ramp cannot be opened. There are other locations along Royal Poinciana for ramps to be installed.

To answer Councilman Petralanda's question, City Attorney Seiden stated that the gentleman that he spoke to suggested that the City would have to raise their premium from \$2MM to \$3MM.

Councilman Petralanda suggested moving the ramp to another location since there are issues with the current location of the ramp.

City Attorney Seiden reminded Council that the waterway is controlled by South Florida Water Management District (SFWMD) and anything that the City would like to do is subject to their approval and direction.

Discussion ensued regarding a new location next to the railroad track and whether or not it is privately owned.

Councilman Lob commented that he was asked to obtain information about a different lake that he mentioned at the last meeting. He plans to be in that area in a few weeks and he will speak with someone at that time.

Vice Mayor Bain noted that he is also going to look at the signage on I-75 where the airboat ramps are to see what language is posted on the signs.

City Attorney Seiden said that the more the City is involved with regulating the ramp, the more liability there will be.

Vice Mayor Bain stated that the reality is that there are people who are entering the waterway without having to go through the ramp.

City Attorney Seiden commented that from a City perspective, since the City does not regulate nor have jurisdiction over the waterway, it is not the City's issue. As of right now, if a resident were to put their own boat in the canal they will have to deal with SFWMD and not the City of Miami Springs.

Vice Mayor Bain commented that he does not believe that SFWMD is liable if a person were to enter the canal. People are entering the canal at their own risk.

City Attorney Seiden said that Vice Mayor Bain is correct and he is certain that the people who enter the canal have committed some kind of violation. SFWMD has complete jurisdiction over the C-6 canal. They have told the City that they have no issue with the City allowing people to use the canal.

Vice Mayor Bain asked what liability the SFWMD has on the west side of the lot and City Attorney Seiden replied that the lock is impenetrable. He is unsure because anything beyond the lock is within SFWM jurisdiction.

To answer Vice Mayor Bain's concerns, City Attorney Seiden replied that he would imagine that what the Florida League is talking about in terms of City liability is to the current corporate limits of the City which is the FEC railroad trestle.

Vice Mayor Bain asked City Attorney Seiden to find out from the Florida League about the waterway leading into the canal.

Mayor Garcia said that he would like to know all the answers and he would also like the public to know that Council is interested in doing something like this.

Vice Mayor Bain stated that before there is a commitment to any funding, he would like his question answered regarding the waterway coming into the canal and City Attorney Seiden replied that he will ask the SFWMD.

Vice Mayor Bain expressed his concern for why the City would be liable for anything that happens in the canal. He feels that it is the person's responsibility that uses the canal to be aware of what they are doing.

City Attorney Seiden explained that there is a difference between an open waterway and a closed waterway.

Discussion ensued regarding whether or not the City canal is navigable water.

City Attorney Seiden said that it all comes down to the amount of regulations that are put on the canal usage. From a liability standpoint, the City would be better off putting a sign that says that Miami Springs will exercise no jurisdiction over the use of the waterway. As the Chief of Police has said, he does not have adequate funding to actually enforce whatever regulations the City wants to implement.

City Attorney Seiden commented that if the City is going to consider having regulations for the use of the waterway then they have to consider funding positions for the Police Department in order to be able to enforce the regulations.

Councilman Lob clarified that the City can post a sign advising people that the City is not responsible and they can enter the canal at their own risk and City Attorney Seiden advised Council that it does not mean that the City will not be sued or that they should not have insurance.

Council requested additional information from the South Florida Water Management District (SFWMD) regarding the jurisdiction and associated liability in the waterways connecting to the C-6 Canal.

9C) Consideration of Request by Springs on the Green LLC, Principals Mr. /Ms. Manuel Perez-Vichot, to Purchase a Sliver of City Property Adjacent to 627 Eldron Drive in the Amount of One Hundred Fifteen Thousand Dollars (\$115,000)

City Manager Gorland read the memo included in the agenda packet in its entirety.

City Attorney Seiden stated that since Council has received the appraisal there are five steps. The first step is to determine a price. The next step is for the purchaser to submit a contract for the City to review and agree upon. The City has asked that Mr. Perez-Vichot think of some dates for having an election. He hopes to have a contract and a resolution for Council to approve at their next meeting in January. Due to the special provisions in the charter, it says that the City cannot sell, lease or rezone the property without the approval of the voters.

To answer Vice Mayor Bain's question, City Attorney Seiden replied that if the property was leased or used in the same aspect of the Country Club it would still have to be voted on.

Discussion ensued regarding leasing the property.

Vice Mayor Bain asked Mr. Perez-Vichot if he was interested in leasing and his partner, Mr. Aguerrebere, replied that he would have to look into the possibility, but initially land leasing is harder to finance.

Mayor Garcia said that he would like some type of provision where if this project does not occur within a certain amount of time then the property can revert back to the City.

Mr. Aguerrebere stated that the type of provision that Mayor Garcia mentioned had been discussed with City Attorney Seiden and they came up with five years. He suggested flexibility in the case that something happens in the market.

Mayor Garcia said that five years is flexible and if something occurs they can come before Council to ask for an extension, if needed.

Mr. Perez-Vichot agreed that five years is acceptable.

Vice Mayor Bain asked if Council would create the zoning for the property once a vote has been passed and City Attorney Seiden replied affirmatively.

Mayor Garcia said that he will look at the zoning regulations and advise City Attorney Seiden if he is going to limit the acceptable uses within the contract.

Councilman Windrem commented that Mr. Perez-Vichot is setting the example for hopefully the next few decades of development.

City Attorney Seiden clarified that the City would not be considering the sale of the property to anybody. This property owner has been tied to this property since the Golf Course was owned by the City of Miami. The only reason they are here for consideration is because of the Charter amendment that requires the approval by the voters. Any use within the Airport Golf District will be a permissible use.

Mayor Garcia said that he does not want to slow the process down. He asked what the next step was and City Attorney Seiden replied that Council should vote on a price and give direction to Mr. Perez-Vichot to prepare a contract.

Mayor Garcia suggested that Council stay with the appraisal that was given to them by the City appraiser.

Councilman Lob moved to accept the second appraisal of \$115,000. Councilman Windrem seconded the motion.

To answer Vice Mayor Bain's question, City Attorney Seiden explained that Council is telling Mr. Perez-Vichot what the City accepts and he can submit any contract they would like.

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

Mayor Garcia stated that the City Council is in favor of this occurring. He would also like for the City to do some kind of factual marketing campaign to circulate to the residents at a minimal cost.

Mr. Aguerrebere said that they have plans on sending out factual information. He suggested sharing it with Council beforehand and the City can endorse it.

10. New Business:

10A) Education Advisory Board Recommendations

1. Recommendation that the City of Miami Springs work together with the District to achieve the Anti-Defamation League's No Place for Hate status at Miami Springs Elementary School.
2. Recommendation that the City Council work with the District in establishing a partnership with Miami International Airport that specifically leads to student internships and part-time jobs for OJT students from Miami Springs Senior High School and to consult Dr. Sean Gallagan at George T. Baker Aviation if need be.
3. Recommendation that the City Council work with the District in hosting an Art Show that showcases the work of senior citizens and students from the Miami Springs schools.
4. Recommendation that the City Council work with the District in establishing a partnership with the Miami Springs Historical Society so that students can benefit from innovative ways in sharing the history of the community.

City Manager Gorland read the memo in the agenda packet in its entirety.

Mayor Garcia said that if Council is in agreement with these items he would like for them to be added to the compact with Miami-Dade County Public Schools.

Councilman Windrem asked if there is a cost associated with item one and Education Advisory Board member Kim Werner replied that there is a cost of \$1,200 to train the school but it does not necessarily have to come from the City.

Mayor Garcia clarified that by Council supporting these items they are not agreeing to the funding which is not to say that the Board cannot come to Council to ask.

City Attorney Seiden suggested that Council get some more detail for each item from the Education Advisory Board.

Mayor Garcia asked that Ms. Werner speak with the Board in finding out what actions, if any, are required from the Council for these items.

Councilman Petralanda said that he was able to speak with Education Advisory Board Chair John Salomon and what the Board would like is for Council to make connections with the airport.

Councilman Lob said that he would like direction as to what the Education Advisory Board wants Council and Staff to do besides saying that they will back the recommendation.

Ms. Werner said that she would take the question back to the Board and ask specifically what the Education Advisory Board needs to present to Council next time.

City Attorney Seiden was of the opinion that the City could not address the recommendation regarding Baker T. Aviation School without first consulting with the School Board, or making it part of the education compact. All the recommendations seem to meet the criteria.

By consensus, Council granted conceptual approval to the Education Advisory Board for all four recommendations.

10B) Interlocal Agreement Between the City of Miami Springs and the Village of Virginia Gardens Relating to Transportation Services

City Manager Gorland stated that this is a request to approve an Interlocal Agreement between the City of Miami Springs and the Village of Virginia Gardens relating to transportation services for a three-year renewal of a contract that termed out a short time ago.

The City Manager said that he spoke with Virginia Gardens' Mayor Deno and he supports the agreement.

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

Councilman Petralanda asked if the City is adding more stops to the circulator route and the City Manager responded that the Shuttle stops along the route when people flag it down and the formal stops are only for time consideration.

To answer Councilman Petralanda's question, City Manager Gorland explained that the agreement will continue based on what was agreed upon in the past; the route is changed as needed.

City Attorney Seiden explained that the purpose of the agreement is because the Village of Virginia Gardens contributes funds to the City of Miami Springs and there must be a document that evidences the transaction.

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

10C) Intergovernmental Agency Agreement Between the City of Miami Springs and Miami-Dade County to Perform Traffic Engineering Functions for the Installation and Maintenance of Designated Types of Traffic Control Devices on Local Municipal Streets Regarding Starbucks/Stadnik Pedestrian Crossing on Curtiss Parkway

City Manager Ronald K. Gorland read the title of the Intergovernmental Agency Agreement for the installation and maintenance of designated types of traffic control devices regarding the Starbucks/Stadnik pedestrian crossing. He said that this is a necessary step in order to install a more modern type of pedestrian warning for the crosswalk, which is a very dangerous spot.

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

Councilman Windrem feels this is very important. He recently spoke with a resident who complained about the crosswalks not having enough light at night. This is important since the City is a pedestrian friendly place and there needs to be as much modernization to help contribute to this reputation.

City Attorney Seiden commented that this item is similar to the boat ramp; the City is now assuming a responsibility for the installation and any liability that flows from it; this is the reason the County wants the City to sign the agreement that basically states the City is responsible.

To answer Vice Mayor Bain's question in regard to funding, City Manager Gorland responded that the project is still in the early stage and the cost is unknown. If possible, funding will come from the Citizen's Independent Transportation Trust (CITT) funds. The City's Police Department enforces the intersection by writing tickets and there is a program to create awareness for the people who travel the incoming bridge.

Councilman Lob asked if the City has had any recent discussions with the County in regard to modifying the traffic circle and the City Manager responded that there had not been any further discussions because the change involved a \$1MM+ plan that the City would have to fund.

Vice Mayor Bain suggested tabling the item pending a presentation of what the plans entail for the intersection.

City Manager Gorland explained that the only change is the installation of new lighting.

Vice Mayor Bain requested information on the cost of the new lighting and the source of funding.

The City Manager commented that the agreement does not commit the City to spending any funds.

City Attorney Seiden noted that the agreement gives authorization to the City to install the new lights and there is a sheet attached to the agreement with proposed figures.

City Manager Gorland felt that it is important to approve the agreement in order to move forward.

The City Attorney clarified that if Council approves the agreement nothing can move forward until Council approves the funding.

Vice Mayor Bain reiterated that he would like to see a detailed proposal and the expense should be covered by CITT funds.

Mayor Garcia assured Council that this is only a concept and no costs will be incurred unless they are approved by Council first.

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

10D) Resolution No. 2013-3607 – A Resolution of the City Council of the City of Miami Springs Requesting that Miami-Dade County Approve and Authorize the Co-designation of the 100 to 300 Block of Curtiss Parkway Fronting Grace Lutheran Church at 245 Curtiss Parkway as “Pastor Schmidt Way”; Requesting Authorization for the Placement of Proper Recognition Signage; Effective Date

City Attorney Seiden read the resolution by title.

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

10E) Discussion Regarding Application Fees for Variance Requests to the Board of Adjustment and Board of Appeals

City Manager Gorland read the agenda packet memo in its entirety.

Vice Mayor Bain expressed his concern that the fees are too high. He does not see why the fee cannot go back to \$100 like it was before. He was unaware that the fees increased this much and it was brought to his attention in regard to an issue with a variance.

Councilman Lob asked if the City can charge for a variance but not charge for an appeal and City Attorney Seiden replied that the City cannot do that.

City Attorney Seiden stated that Council can reduce the fees to something commensurate with the time that is put into the variances or appeals. The City is way below all standards and the process loses money.

City Attorney Seiden explained that Mr. Holland did a fabulous job and he was able to reduce the number of variance cases. He believes that \$350 for a variance case is well within respectful limits based upon the work that is involved in the process.

Mayor Garcia said that he is in favor of the current fees. He asked that Council be provided with a list that breaks down the costs associated with a variance request.

Councilman Petralanda stated that the City should lower the price if possible.

City Attorney Seiden said that he was not involved in the fee change but in his opinion, he would reverse the fees to \$500 for a variance and \$350 for an appeal because that is more reflective of the time that is required to get the work done.

Discussion ensued regarding hardships in variances.

Vice Mayor Bain moved to reduce the variance fee to \$100 and the appeals fee to \$100 for residents and \$350 for variances and \$600 for appeals for commercial. Councilman Lob seconded the motion.

City Manager Gorland explained that the commercial projects have required a great deal of work on inspections which can be charged for but just tracking them has become very labor intensive. In general, the City is staying within the State limits.

To answer Mayor Garcia's question, City Manager Gorland stated that if the City underestimates additional costs and the City does not have the ability to recover the fees then the funds come from the general fund.

Discussion ensued regarding the budgetary process and using general fund monies.

Vice Mayor Bain asked where the cost of variances is shown in the budget and Mr. Alonso replied that he would need to complete a separate analysis of the time involved in the process and compare that to the revenues in order to show whether the fee covers the cost or not.

Vice Mayor Bain said that he would like to see how Council made the decision to increase the fees.

City Attorney Seiden stated that he was not present when the decision was made but he assumes that there was testimony from the Building Department that estimated the time. The memo specifically tells Council how much time is devoted from staff time and other outside time.

Discussion ensued regarding the staff time being spent on variances.

Vice Mayor Bain would like to know what the extra funds are to justify the increase in variance and appeals fees.

City Attorney Seiden explained that if there is no charge for in-house labor and there are a few variance cases, then the \$350 will be spent on his time.

Mr. Alonso explained the budget process for FY12-13 and the fact that there was a deficit and changing the fees would bring in an additional \$97,000 in revenues for that year. One of the main reasons for the increase in fees was to help balance the budget.

Vice Mayor Bain withdrew his motion and Councilman Lob withdrew his second to the motion.

Mayor Garcia asked that the Administration provide Council with a brief list of fees that have been increased over the last five years.

Vice Mayor Bain would like to see the revenues that the Building Department has brought in over the last two years.

Councilman Lob stated that he would like to see the costs that the Building Department has incurred over the last two years.

Council directed the Administration to prepare a cost analysis of the Staff time spent processing variances and appeals and bring back the information to Council at the next meeting.

10F) Circle Closure Discussion

City Manager Ronald K. Gorland read the memo provided in the agenda packet in its entirety. He recommended that the number of Circle events be limited to no more than five that require full closure of the Circle; partial/full closings will be done for major events expecting attendance of 1,000 or more; no closings will last for more than five hours, except for the River Festival and certain events will be encouraged to move to Curtiss Parkway.

Mayor Garcia commented that this item came about because of complaints from businesses in the area stating that their sales dropped when small events were held on the Circle. He suggested pointing people in the direction of Curtiss Parkway when there is someone interested in having an event. The City Manager will still have discretion over the size of events occurring in the City.

Councilman Lob moved to approve the guidelines for Circle closing. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote.

11. Other Business:

11A) Scheduling of a Workshop Meeting in January 2014, to Discuss Code Revisions

Council scheduled a Workshop meeting to discuss Code revisions on Wednesday, January 15, 2014 at 7:00 p.m.

12. Reports & Recommendations:

12A) City Attorney

City Trademarks

City Attorney Seiden referred to previous discussions regarding the registration of City trademarks and the change in the law that will not allow registration of government trademarks. The attorney suggested that if the City wanted some protection it could adopt ordinances in order to protect against the use of City trademarks.

To answer Mayor Garcia's question, City Attorney Seiden said that the ordinance would probably have to be some type of injunctive relief because what the City is looking for is to prevent someone from using the City trademarks.

By consensus, Council agreed that City Attorney Seiden should draft the appropriate ordinances.

Resolution - Street Safety

City Attorney Seiden reported that Council received a copy of a South Miami resolution asking the County for more authority regarding street safety and traffic calming installations within their municipality. He asked Council if they were willing to pass a resolution to the County on the same basis.

By consensus, Council agreed to discuss the resolution at their next meeting.

City Clerk Position

City Attorney Seiden said that Mayor Garcia requested information in the nature of a legal opinion from him during the last meeting regarding the process for the selection of a City Clerk and individual interviews. He spoke with a representative of the Attorney General's Office of the State of Florida, Joe Centorino from the Miami-Dade Commission on Ethics and the City Attorney for the City of Coral Gables.

City Attorney Seiden explained that Mr. Centorino and the representative from the Attorney General's Office both seem to discourage the process without providing any kind of support and that it in fact is illegal by nature. The City Attorney for Coral Gables was whole heartedly in favor because it was the process that was used to hire him.

Attorney Seiden said that some Council members may want to have individual interviews and others may not. He suggested that Council interview the applicants during the January 8, 2014 Special meeting and they can reduce the selection to a lesser number, and then have individual telephone interviews or conferences with the applicants if they choose to do so.

City Attorney Seiden said that after the individual interviews, Council would then hold a final interview and they would reduce the selection or choose one at that time.

To answer City Attorney Seiden's question, Mayor Garcia commented that he does not want to reduce the number of applicants until he has gotten a chance to speak with them.

12B) City Manager

City Events

City Manager Gorland reported on all the events going on this month that are available online and in the Gazette. He reminded parents to get wristbands for their children for the Christmas at the Gazebo.

Classic Car Show

City Manager Gorland noted that the car show had a good turnout.

Jim Holland

City Manager Gorland stated that Staff is distraught over the loss of Jim Holland. He encouraged men to not deny pain and go to the doctor if they have chest pain.

12C) City Council

Due Date

Councilman Windrem commented that his son's due date is seven weeks from tomorrow.

Driver's License Renewal

Councilman Windrem said that he had the pleasure of having his license renewed at the Senior Center and he was there for no more than five minutes.

Jim Holland

Councilman Windrem noted that he had lunch with Jim at the Rotary Club meeting. He was a great guy and he misses him.

Happy Holidays

Vice Mayor Bain wished everyone a Merry Christmas and a Happy New Year.

Thank You

Vice Mayor Bain thanked City Attorney Seiden for "putting up" with him. He said that Attorney Seiden is a professional who is only protecting the City and he always respects his decision.

Classic Car Show

Councilman Petralanda said that the Circle looked great for the Car Show. He gave kudos to Public Works, Police and the Recreation Department for their hard work.

Christmas Caroling

Councilman Petralanda reported that the Miami Springs Senior High School students sang holiday songs at the Senior Center. They may be going back to sing again soon.

Jubilee

Councilman Petralanda reported that the Royal Poinciana United Methodist Church will be having students from Hialeah Middle School, Historical Society member and afterschool members from the church performing a Jubilee on Friday, December 14th at 7:00 p.m.

Happy Holidays

Councilman Petralanda wished everyone Happy Holidays.

Jim Holland

Councilman Lob gave his condolences to the Holland family. He said that Jim was a tremendous asset to the City and he is sorry to lose him.

Graduation

Councilman Lob stated that his daughter is graduating from the University of Florida this weekend.

Jim Holland

Mayor Garcia extended his condolences to the Holland family. Jim went with him to the Rotary Club Luncheon and he is glad that he invited him. He was an incredible man and those who had the opportunity to meet him knew that he really cared about his job. He had a reputation of doing what is right regardless of any political influence and he always stood his ground.

13. Adjournment

There being no further business to be discussed the meeting was adjourned at 9:32 p.m.

Zavier M. Garcia
Mayor

ATTEST:

Suzanne S. Hitaffer, CMC
Acting City Clerk

Approved as _____ during meeting of:

Transcription assistance provided by Elora R. Sakal.

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



City of Miami Springs, Florida

Zoning and Planning Board

CANCELLATION NOTICE

The Zoning and Planning Board meeting of Monday, January 6, 2014 has been canceled since there are no new cases to be heard by the Board.

Elora R. Sakal
Board Secretary

cc: City Council
City Manager
Assistant City Manager/Finance Director
City Attorney
Acting City Clerk
Zoning and Planning Board Members
Post



City of Miami Springs, Florida

Board of Adjustment

CANCELLATION NOTICE

The Board of Adjustment Regular Meeting of Monday, January 6, 2014 has been canceled due to the unfortunate passing of the City Planner.

Elora R. Sakal
Board Secretary

cc: Mayor and Council
City Manager
Assistant City Manager/Finance Director
City Attorney
Board of Adjustment Members
Post



CITY OF MIAMI SPRINGS
FLORIDA

CANCELLATION NOTICE
CODE ENFORCEMENT BOARD

The regular meeting of the Code Enforcement Board scheduled for Tuesday, January 7, 2014 has been cancelled in advance due to no cases to be heard.

Tex Ziadie

Tex Ziadie
Director-Building and Code Compliance Department

cc: City Clerk
City Manager
Code Enforcement Board Members by E-Mail
Post

City Council Meeting of:

1-13-2014

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

January 6 for December

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	2,053.35	15.21
Human Resources Department	742.50	5.50
Risk Management	876.15	6.49
Finance Department	768.15	5.69
Building, Zoning & Code Enforcement Department	975.37	7.22
Planning	1,287.23	9.54
Police Department	730.35	5.41
Public Works Department	464.40	3.44
Recreation Department	44.55	0.33
IT Department		0.00
Golf	869.40	6.44
Senior		0.00
General - Administrative Work	<u>3,534.30</u>	<u>26.18</u>
Sub-total - General Fund	\$12,345.75	91.45
<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	\$12,345.75	91.45

Agenda Item No.

City Council Meeting of:

1-13-2014



CITY OF MIAMI SPRINGS
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: 305.805.5014
Fax: 305.805.5037

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald K. Gorland, City Manager

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

DATE: December 11, 2013

SUBJECT: Gazette Directory Invoice

I am attaching a copy of the invoice we just received from Curtis Publishing for the 2014-15 Miami Springs Area Directory in the amount of \$5,000.

As you are aware this item was budgeted in Council's budget under the lump sum \$25,600 for "City Events", with each expenditure requiring Council approval before disbursements are made.

The Administration requests Council approval of this invoice so that payment can be processed.



CURTIS PUBLISHING COMPANY

Dec. 9, 2013

CITY OF MIAMI SPRINGS
201 Westward Drive
Miami Springs, FL 33166

INVOICE

Advertising including two center pages and two premium pages in the print and interactive online pages of the 2014-15 Miami Springs Area Directory. Every resident and business in Miami Springs will receive a copy of the Directory and additional copies will be available at City Hall, the Miami Springs Police Department, and the Community Center upon publication.

Total Due-----\$5000.00

Make check payable to Curtis Publishing, PO Box 526600, Miami, FL 33152



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

Agenda Item No.

City Council Meeting of:

1-13-2014

[Handwritten initials]

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager

FROM: Thomas Nash, Public Works Director

DATE: December 12, 2013

RECOMMENDATION:

Recommendation that Council award a bid to Wrangler Construction Inc., utilizing Miami Dade County RPQ #20130171 in the amount of \$110,185.00, for sidewalk improvements city wide, pursuant to Section 31.11 (E) (5) of the City Code.

REASON: Replacement of broken sidewalks which are hazardous to pedestrians. We are using a small portion of the Citizens Independent Transportation Trust for sidewalks close to bus stops.

COST: \$ 110,185.00

FUNDING: CITT funds Account # 135-0902-541-46-00 – \$ 5,000.00
Street repairs Account # 001-5402-541-4600 – \$105,185.00 *

DOCUMENTS: Quote & Miami Dade recommendation for Award

PROFESSIONAL SERVICES APPROVAL:

[Handwritten signature]

* FUNDS APPROVED IN THE FISCAL YEAR 2013-14 Budget

WRANGLER CONSTRUCTION, INC.

November 6, 2013

Mr. Lazaro Garaboa.

Via facsimile: Fax 305-805-5176

Re: Miami Springs Concrete Sidewalks.
Miami Springs, FL.

Subject: **Concrete sidewalks repairs.**

Dear Mr. Garaboa:

Please consider this correspondence as our Proposal for the Labor Material and Equipment needed for the completion of the **concrete sidewalks repair** at the referenced project. All construction will be in accordance with the information provided during the site visit.

This Proposal is based only on a site visit. No Drawings and/or Technical Specifications were provided.

ARTICLE 1 - BASE BID SCOPE OF WORK

- 1.1 Removal and disposal of approximately 24,100 SF of existing 4" concrete sidewalk (4,189 LF of 5' wide and 789 LF of 4' feet wide)
- 1.2 Installation of approximately 24,100 SF of new 5' and 4' wide x 4" thick concrete sidewalk (new sidewalks installation will include the corresponding base preparation.)
- 1.3 Final restoration as required

ARTICLE 2 - INCLUSIONS

ITEMS PROVIDED BY WRANGLER CONSTRUCTION, INC.

- 2.1 Furnish all labor, equipment and supervision to perform the scope of work outlined above.

ARTICLE 3 - EXCLUSIONS

- 3.1 Required police officers if any (By the City of Miami Springs.)
- 3.2 Permits costs and/or processing fees (By the City of Miami Springs.)
- 3.3 Sodding.
- 3.4 Wrangler Construction is not responsible for any unmarked underground utilities.

12855 SW 136 Avenue, Suite 206
Miami, Florida 33186

Telephone: 305-278-4719
Telefax:: 305-278-4720

ARTICLE 4 BASE BID QUOTATION

OUR LUMP SUM PROPOSAL FOR THE WORK:

ONE HUNDRED TEN THOUSAND ONE HUNDRED EIGHTY FIVE DOLLARS
and NO CENTS **(\$ 110,185.00).**

Please note that this Proposal is based **ONLY** on a site visit. No Drawings and/or Technical Specifications were provided.

All work will be done in accordance with the latest requirement requirements of the Miami Springs Public Work Department, Florida Building Code and the Florida Department of Transportation and of other applicable regulatory agencies having jurisdiction.

Performance Bond not included in this price.

We appreciate the opportunity to quote on this project. If we can be of further service, or if you have any questions regarding this Proposal, please do not hesitate to contact us at your earliest convenience. We remain

Cordially yours,

WRANGLER CONSTRUCTION, INC.

Felix R. Clavelo
PM/Estimator

WRANGLER



November 15, 2013

CERTIFIED MAIL No.

7011 1150 0000 4340 0412

FACSIMILE; TELEPHONE No.

(305) 278-4720; (305) 278-4719

Mr. Rafael A. Quesada
Wrangler Construction, Inc.
12855 SW 136 Avenue, Suite 206
Medley, Florida 33186

Re: Recommendation for Award

Request for Price Quotation (RPQ) No. 20130171 (MCC 7040 Plan – CICC 7040-0/07)
Push-Button Contract for Sidewalk Improvements

Dear Mr. Quesada:

This letter will serve as your notification that you have been recommended for award for the above referenced RPQ based on your Price Quotation submitted on Friday, October 25, 2013. The total RPQ amount is for nine hundred eighty-nine thousand six hundred fifty-nine dollars and thirty-two cents (\$989,659.32). This includes a base contract amount of eight hundred sixty-eight thousand seven hundred eighty-one dollars and twenty cents (\$868,781.20), a contingency amount of eighty-six thousand eight hundred seventy-eight dollars and twelve cents (\$86,878.12), and dedicated allowances totaling thirty-four thousand dollars and zero cents (\$34,000.00). The contract duration is established as **450-calendar days**. However, the recommendation of award is contingent upon the submission of the required items listed below:

1. Performance and Payment Bond as required in Contract No. MCC 7040 Plan, Section 2.0 Special Conditions, Page 16, Article 2.11, **PERFORMANCE AND PAYMENT BOND**. (The **original attached documents** must be used and three (3) sets must be provided).
2. Letter from Bonding Agent granting Miami-Dade County authorization to date the Performance Bond.
3. Copies of current insurance certificates.
4. Copies of required license(s).

The preceding documents are required as outlined within Contract MCC 7040 Plan and to be submitted within 10 business days. Failure to submit the document(s) within the specified time, or any extension granted, will result in the award being rescinded.

Subsequent to the review and approval of the aforementioned documents, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s), a copy(s) must be submitted to the Project Manager prior to commencement of work.

Page 2
Recommendation for Award
RPQ No. 20130171

No work is to be performed without a permit unless the Project Manager issues a written directive to proceed without permit(s).


This letter will also serve as a reminder that all work must be performed according to the scope of work and contract's terms and conditions, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations.

Additionally, this contract, along with any future contracts awarded to your firm, have very similar completion scheduled and competing deadlines. Please be advised that your firm must have the resources to ensure work proceeds without delay once the "Notice to Proceed" is issued. Lack of equipment, personnel or additional contracts with similar completion schedules, will not be reason for delay.

Further, it shall be understood that since proceeds from the Charter County Transportation System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this contract, no award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the Citizens' Independent Transportation Trust (CITT) and the County Commission have approved the award of the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto).

Should you have any questions please contact me at (305) 375-2930.

Sincerely,



Frank Aira, P.E., CFM
Division Manager, PWWM

FA/lc

cc: Antonio Cotarelo, P.E., PWWM
Bassam Moubayed, PWWM
Rene Idarraga, P.E., PWWM
Duane Kopp, P.E., PWWM
Joaquin Rabassa, P.E., PWWM
Ruth Rodriguez, PWWM
Alvaro Castro, PWWM
Bernard Philippeaux, PWWM
Marcia Martin, ISD
Ultimo De Oliveira, ISD
Patrice Hill, SBD
Traci Adams-Parish, SBD
Clerk of the Board
Project File

City Council Meeting of:

1-13-2014



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

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager

FROM: Thomas Nash, Public Works Director

DATE: December 16, 2013

RECOMMENDATION:

Recommendation that Council waive the competitive bid process and approve an expenditure of \$86,400.00, to Kelly Janitorial for janitorial services for all city buildings, pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract for an additional 1 year period.

DISCUSSION: This is the last renewable year for city wide janitorial services contract. The amount is \$7,200.00 a month and ends January 31, 2015.

COST: \$86,400.00

FUNDING: Funds were approved during the Budget Hearings

Department/ Description/ Account Number:

- City Hall/ Public Services/Other Contractual/ 001-5405-541-34-00: \$13,800.00
- Police//PublicServices/Other Contractual/ 001-5405-541-3400: \$16,800.00
- Police-CPO/Public Services/Other Contractual/ 001-5405-541-34-00: \$4,200.00
- Public Works/ Public Services/Other Contractual/ 001-5405-541-34-00: \$ 9,600.00
- Recreation/Parks & Rec./Other Contractual/ 001-5701-572-34-00: \$31,200.00
- Senior Center/Other Contractual/Janitorial/140-5101-519-34-01: \$10,800.00

PROFESSIONAL SERVICES APPROVAL:

KELLY JANITORIAL SYSTEMS, INC.

10095 NW 28 Terrace, Doral, FL 33172
305-220-0666

12-11-2013

Ms. Rosa Hernandez
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Dear Ms. Hernandez:

We are pleased to renew our agreement with for the Janitorial Maintenance of your facility with the same terms and conditions.

Thank you for your consideration and the opportunity to provide these services to you and your organization.

Cordially,

Luisa Alonso

Kelly Janitorial Systems, Inc.

(305)710-2347

1(800)988-6534

Kelly@kellyjanitorial.com

Website: kellyjanitorial.com



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

Agenda Item No.
City Council Meeting of:
1-13-2014

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager
FROM: Thomas Nash, Public Works Director
DATE: January 3, 2014

RECOMMENDATION:

Recommendation that Council approve a change order to H & R Paving, utilizing Miami-Dade County RPQ # 20120159 in the amount of \$ 17,100.00, for additional 180 tons of asphalt needed for the completion of the Hammond Dr. project, pursuant to Section §31.11 (F)(11)(b) of the City Code.

DISCUSSION: During the resurfacing of Hammond Dr. undetected environmental underground conditions required an additional 180 tons of asphalt to improve & finish the roadway.

REQUEST: \$ 17,100.00

Previously Approved	\$ 92,153.65 on September 23, 2013
Current request:	<u>\$ 17,100.00</u>
Total vendor amount:	\$109,253.65

FUNDING: CITT
Department/ Description: Citizens Independent Transportation Trust
Account Number: 135-0902-541-4600

PROFESSIONAL SERVICES APPROVAL:



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

Agenda Item No.

City Council Meeting of:

1-13-2014

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager
FROM: Thomas Nash, Public Works Director
DATE: January 9, 2014

RECOMMENDATION:

Recommendation that Council waive the competitive bid process and approve an expenditure to Kimmons Builders Inc., the lowest responsible quote, in the amount of \$45,480.00 for the City Hall plumbing restorations as funds were approved in the FY 13/14 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION: Public Works has done their due diligence in obtaining three responsible quotes for each facet of this project. It was discovered in the onset of the quoting inquires that pursuing the bid process would cost unwarranted staff time and effort therefore further delaying what is construed as a time sensitive situation. Public Works feels strongly that by further delaying this project the potential for catastrophic damages is inevitable and could create displacement of vital offices within City Hall.

REQUEST: \$ 45,480.00

FUNDING: Funds were approved during Budget Hearings
Department/ Description: Building Maintenance Improvements
Account Number: 001-5405-541-6300

ATTACHMENTS: Quotes from
Kimmons Builders Inc.
BDC Construction Corp.
Diaza Drywall System Corp.

PROFESSIONAL SERVICES APPROVAL:

KIMMONS BUILDERS INC.

General Contractors, Lic. No. CB C033126

7551 N. W. 72 Avenue
Miami, Florida 33166

To: Miami Springs Public Works

Attn: Tom Nash, Todd Ramirez Fax: 305-805-5176 Phone: 305-805-5170

Number of Pages / Including Cover Sheet: 4

From: Tim Kimmons

Date: December 20, 2013

Re: Miami Springs City Hall, 201 Westward Dr, Miami Springs, FL 33166

Job: In City Hall Building 1st & 2nd Floor Ladies restrooms; 1st & 2nd Floor Men's restrooms; 2nd Floor Men's restroom in Police Station and 1st Floor holding cell.

Kimmons Builders Inc. hereby agrees to perform the following described work as a single phase project at the above address to include:

1st & 2nd Floor Ladies Restrooms:

1. After others remove and store any items that are to be reused and after plumbing is disconnected by others, demolish and remove toilet dividers, vanity apron, wall mirror and acoustical ceiling.
2. After installation of new hot and cold water piping by others, return to site and provide and install new glazed ceramic 6"x6" white wall tile with white grout over the existing wall tiles (140 SF total) and light brown 12"x12" non-slip floor tile over the existing floor tiles and around the existing floor drain (80 SF total).
3. Provide and install new 2'x2' acoustical ceiling tile and white painted steel grid on first floor bathroom only. Excludes bathroom entry foyers and 2nd floor ladies bathroom ceiling.
4. Above tile lines and below acoustical ceiling line, patch and repair wall plaster where new plumbing lines are installed by others.
5. Provide and install new clear 1/4" plate wall mirror approximately (74" x 25").
6. Change (1) 110 volt electric outlet to a GFCI outlet in the existing box. Install (1) owner provided wall light fixture onto the existing electric light box.
7. Paint walls above tile lines in the same or similar color with low VOC or zero VOC paint.
8. Provide and install new baked enamel, floor mounted, overhead braced toilet partitions (for 2 toilets) to match existing design in manufacturer's standard color, core and hardware.
9. Provide and install (1) new plastic laminated plywood vanity apron, in owner's choice of manufacturer's standard colors, with 4" side wall splashes to match size of existing vanity apron.
10. Provide (2) white elongated flush-o-meter type toilet bowls (10" rough) with split front seats; (2) 19" round white china lavatory sinks; and, (2) lavatory faucets in polished chrome finish.
11. Remove our construction debris to an approved disposal site.

INITIAL: _____
Owner

Owner's Agent


Contractor

1st & 2nd Floor Men's Restrooms:

1. After others remove and store any items that are to be reused and after plumbing is disconnected by others, demolish and remove toilet dividers, vanity apron, wall mirror and acoustical ceiling.
2. After installation of new hot and cold water piping by others, return to site and provide and install new glazed ceramic 6"x6" white wall tile with white grout over the existing wall tiles (150 SF total) and light brown 12"x12" non-slip floor tile over the existing floor tiles and around the existing floor drain (90 SF total).
3. Provide and install new 2'x2' acoustical ceiling tile and white painted steel grid on first floor bathroom only. Excludes bathroom entry foyers and 2nd floor Men's bathroom ceiling.
4. Above tile lines and below acoustical ceiling line, patch and repair wall plaster where new plumbing lines are installed by others.
5. Provide and install new clear 1/4" plate wall mirror approximately (53" x 25").
6. Change (1) 110 volt electric outlet to a GFCI outlet in the existing box. Install (1) owner provided wall light fixture onto the existing electric light box. Provide and install (2) +/- 24"x48" fluorescent ceiling light fixtures (lay-in type on first floor and surface mounted on 2nd floor).
7. Paint walls above tile lines in the same or similar color with low VOC or zero VOC paint.
8. Provide and install new baked enamel, floor mounted, overhead braced toilet partitions (for 2 toilets and 1 privacy screen) to match existing design in manufacturer's standard color, core and hardware.
9. Provide and install (1) new plastic laminated plywood vanity apron, in owner's choice of manufacturer's standard colors, with 4" side wall splashes and (1) round hole for trash to match size of existing vanity apron.
10. Provide (2) white elongated flush-o-meter type toilet bowls (10" rough) with split front seats; (1) 19" round white china lavatory sink; (1) lavatory faucet in polished chrome finish; and, (1) wall mount white china urinal.
11. Remove our construction debris to an approved disposal site.

2nd Floor Men's restroom in Police Station:

1. After plumbing is disconnected by others, demolish and remove any remaining tiles and tile substrate from (1) wall, which has a urinal.
2. Provide and install new 1/2" cementitious tile board on this wall to at least 60" high. Provide and install new glazed ceramic wall tile (40SF of 4"x4" tiles) in a similar color (exact match may not be possible) with white cement based grout onto this new cementitious board.
3. Remove our construction debris to an approved disposal site.

1st Floor Holding Cell:

1. After wall cutting is performed by others, provide and install new galvanized wire lath and stucco to repair up to 40 SF of this wall.
2. Color match and paint this new wall upon completion of these repairs.
3. Remove our construction debris to an approved disposal site.

INITIAL: _____
Owner

Owner's Agent


Contractor

Exclusions:

- a) Governmental fees, processing to DERM and Dade County Fire Dept.; bonds, liquidated damages, engineer's and architect's fees; additional insurance beyond our existing limits, additional insured; ADA compliance
- b) Smoke and fire alarms, fire sprinklers, ductwork, exhaust fans; responsibility for noise, dust, odors, mold, mildew and lead based paints; overtime, nights, weekends and holidays; diagonal and irregular tile installations, butt joints, mosaics, glass tile, stone, sealing of tile and grout
- c) Plumbing work and related opening of walls and ceilings; additional requirements added to this scope by inspectors or others; warranty, alterations and repairs to owner provided items and to existing elements that remain for reuse; materials testing and abatement
- d) Changing of electric boxes, pulling new wire, correction of existing code violations

Cost of this work is \$45,480.00
(Forty Five Thousand Four Hundred Eighty Dollars)



Payment schedule as follows:

- 1. \$5,500.00 due when demo work is complete in 1st bathroom;
- 2. 5,500.00 due upon completion of our work in 1st bathroom;

- 3. 5,500.00 due when demo work is complete in 2nd bathroom;
- 4. 5,500.00 due upon completion of our work in 2nd bathroom;

- 5. 5,500.00 due when demo work is complete in 3rd bathroom;
- 6. 5,500.00 due upon completion of our work in 3rd bathroom;

- 7. 5,500.00 due when demo work is complete in 4th bathroom;
- 8. 5,500.00 due upon completion of our work in 4th bathroom;

- 9. 1,480.00 due upon completion of our work, as described herein, in 2nd floor men's restroom in Police Station and 1st floor holding cell.

Construction payments are due and payable upon receipt of invoice. Unpaid invoices will cause delays. Interest shall accrue on outstanding balances after 3 days at the rate of 1-1/2% per month.

Any alteration to the above specifications will become part of a change order. Additional work will be performed upon owner's acceptance of this change order. Material orders are non-cancelable and restocking and other charges may apply to changes made after order placement. Once products are installed, any removal or replacement will be performed at an additional charge. All agreements are contingent upon strikes, accidents and delays beyond our control.

Prior to construction, please remove any hanging pictures, glass shelving or other fragile or valuable contents to a remote area until the construction work is finished. Please cover any items sensitive to dust with plastic sheeting prior to commencement of this work.

Any documents required by the Building Department or other authorities are to be provided by the owner (i.e. The City of Miami Springs). Any additional work that may be required by the city or county, beyond that proposed herein, to bring this structure into compliance with existing or new building codes will be an extra charge above this contract total.

INITIAL: _____
Owner

Owner's Agent



Contractor

To the extent permitted by the State of Florida, owner agrees to pay contractor the reasonable costs and expenses of collection including attorney's fees for any balance and any unpaid deficiency that is owed on contract. All litigation shall be in Dade County, Florida.

Owner hereby agrees to provide admittance to the structure from (8:00 A.M. – 5:00 P.M.) upon commencement of work. We may withdraw this proposal if not accepted within thirty days. This proposal is accepted as written and Kimmons Builders, Inc. is hereby authorized to proceed with this work with payment due as specified.

Please sign below:

Owner

Owner's Agent

 PRESIDENT
Contractor

Date

Date

DECEMBER 20, 2013
Date



P.O. Box 660476
Miami Springs,
FL 33266-0476
www.bdcmiami.com

ESTIMATE

Date	Estimate #
11/15/2013	10353

Name / Address

City of Miami Springs
 345 N Royal Poinciana Blvd
 Miami Springs, FL 33166

P.O. No.	Project	Sales Representative
	11/15/13 Restrooms Renovation	Albert De La Vega

Description	Total
-------------	-------

RE: Restrooms Renovation

NOTE: This is a preliminary proposal for informational/budgeting purposes only. A final proposal will be given when the scope of work be clear, precise and complete. All prices included herein are quoted as of today's date with no allowance made for price increases.

MEN'S RESTROOM No. 1: ITEMIZED [same price breakdown applies for Bathroom # 2]	
Demolition Work: remove plumbing fixtures, bathroom accessories, toilet partitions, light fixtures, AC Grilles & drop ceiling and grid	690.00
Drywall Patchwork Allowance: perform necessary drywall and finish patchwork after demolition	205.00
Acoustical Drop Ceiling: Standard 2x4 Grid and Standard Square Edge Ceiling Tile	475.00
Toilet Partitions: provide and install new High Pressure Laminated floor mounted toilet partitions and (1) urinal screen in the same location of the existing.	1,775.00
NOTE: For Stainless Steel toilet partitions, ADD \$ 820.00 to above price	
Cultured Marble Vanity Top w/(1) square bowl integrated, Backsplash and Apron	840.00
NOTE: For Corian Vanity Top, ADD \$1,150.00 to above price	
Tile Materials: provide standard Ceramic tile for floor and walls up to 69" H	1,690.00
Tile Installation: standard installation.	1,400.00
Mirror: provide and install (1) 62" x 30" Channel Frame Mirror	305.00
Bathroom Accessories: provide and install (2) Bobrick Surface Mounted Single Tissue Dispenser	210.00
Priming & Painting: walls and door	190.00

Total

Authorized Signature

Acceptance Signature

Date



P.O. Box 660476
Miami Springs,
FL 33266-0476
www.bdcmiami.com

ESTIMATE

Date Estimate #
 11/15/2013 10353

Name / Address

City of Miami Springs
 345 N Royal Poinciana Blvd
 Miami Springs, FL 33166

P.O. No.	Project	Sales Representative
	11/15/13 Restrooms Renovation	Albert De La Vega
	Description	Total
	Plumbing Fixtures: Provide (1) new Lavatory Faucet Kohler K-45100-4 and P-Trap, (2) Water Closet Flushometers Kohler K-4350 with Sloan Royal Valve No. III and (1) new Kohler K- 4989-T Urinal with Sloan Royal Valve No. 186-1to be installed BY OTHERS	1,540.00
	Electrical Fixtures: Provide (2) new 2x4 3 Light T8 Parabolic Multi Volt Troffer and (1) GFI Electrical Outlets to be installed BY OTHERS	295.00
	Air Conditioning Vents: Provide & install (1) AC Supply Air Grille	85.00
	TOTAL PRICE FOR MEN'S RESTROOM No. 2	9,700.00
	WOMEN'S RESTROOMS No. 1 ITEMIZED [same price breakdown applies for Bathroom # 2]	
	Demolition Work: remove plumbing fixtures, bathroom accessories, toilet partitions, light fixtures, AC Grilles	690.00
	Drywall Patchwork Allowance: perform necessary drywall and finish patchwork after demolition	205.00
	Acoustical Drop Ceiling: Standard 2x4 Grid and Standard Square Edge Ceiling Tile	425.00
	Toilet Partitions: provide and install new High Pressure Laminated floor mounted toilet partitions in the same location of the existing.	1,565.00
	NOTE: For Stainless Steel toilet partitions, ADD \$ 625.00 to above price	
	Cultured Marble Vanity Top w/(2) square bowls integrated, Backsplash and Apron	920.00
	Tile Materials: provide standard Ceramic tile for floor and walls up to 69" H	1,585.00
	Tile Installation: standard installation.	1,260.00
	Mirror: provide and install (1) 70" x 30" Channel Frame Mirror	360.00
	Bathroom Accessories: provide and install (2) Bobrick Surface Mounted Single Tissue Dispenser	210.00

Total

Authorized Signature

Acceptance Signature

Date



P.O. Box 660476
Miami Springs,
FL 33266-0476
www.bdcmiami.com

ESTIMATE

Date Estimate #
 11/15/2013 10353

Name / Address

City of Miami Springs
 345 N Royal Poinciana Blvd
 Miami Springs, FL 33166

P.O. No.	Project	Sales Representative
	11/15/13 Restrooms Renovation	Albert De La Vega

Description	Total
Priming & Painting: walls and door	160.00
Plumbing Fixtures: Provide Lavatory Faucet Kohler K-45100-4., and P-Trap, (2) Water Closet Flushometers Kohler K-4350 with Sloan Royal Valve to be installed BY OTHERS	1,445.00
Electrical Fixtures: Providely (2) new 2x4 3 Light T8 Parabolic Multi Volt Troffer and (1) GFI Electrical Outlets to be installed BY OTHERS	295.00
Air Conditioning Vents: Provide & install (1) AC Supply Air Grille	85.00
TOTAL PRICE FOR WOMEN'S RESTROOM No. 2	9,205.00
DETECTIVE RESTROOM	
Demolition: chip out and remove section of wall tile and Sheetrock (approx. 14 SF)	290.00
Drywall: provide and install new cement board	270.00
Ceramic Tile: provide and install Ceramic Tile to match existing as closely as possible	670.00
HOLDING AREA AT POLICE STATION	
Sanded Woncote Patchwork ALLOWANCE	780.00
Priming & Painting of patchwork	160.00
Dumpsters & Rubbish Removal	1,450.00
Supervision	2,000.00
Final Cleanup	200.00
Overhead & Profit	2,500.00

***** General Notes *****

All materials and equipment are as indicated, however, in some cases shall be approved equal or substitute (for discontinued).

Total

Authorized Signature

Acceptance Signature

Date



P.O. Box 660476
Miami Springs,
FL 33266-0476
www.bdcmiami.com

ESTIMATE

Date Estimate #
 11/15/2013 10353

Name / Address

City of Miami Springs
 345 N Royal Poinciana Blvd
 Miami Springs, FL 33166

P.O. No.	Project	Sales Representative
	11/15/13 Restrooms Renovation	Albert De La Vega
	Description	Total

ALLOWANCE items are items that are either not clearly defined and need to be specified or selected by Customer or are items that have vast price ranges or styles. All work shall be performed in accordance with standard Construction Industry practices.

All areas within the scope of our work will be cleaned and all debris generated shall be removed from the premises and the area shall be left broom clean.

Work shall be performed during normal working days.

Customer to provide sufficient space for Contractor parking and Dumpsters

The existing structural, partitions, subflooring, electrical, plumbing, equipment and/or systems etc. that are in the affected areas of our work are assumed to be functional, structurally sound, level and square and as per CODE. Unless specifically mentioned otherwise, corrections of any existing deficiencies are not included in this proposal.

This proposal is valid for 15 days

*** Contract Exclusions ***

- 1) Permits, permit fees and processing
- 2) Architectural / Engineered drawings & calculations
- 3) Security Guard
- 4) Damage or replacement to any hidden/unmarked Utilities, wiring, piping etc.
- 5) Fire Alarm / Fire Sprinklers
- 6) Any type of Testing / Special Inspectors
- 7) Replacement of any damaged or otherwise unfavorable conditions (existing or generated during construction) not specifically mentioned above.
- 8) Hazard, windstorm, Flood and Builder's Risk Insurance and/or any Bond
- 9) Any additional work not specifically mentioned above.

Total

Authorized Signature

Acceptance Signature

Date



P.O. Box 660476
Miami Springs,
FL 33266-0476
www.bdcmiami.com

ESTIMATE

Date Estimate #
 11/15/2013 10353

Name / Address

City of Miami Springs
 345 N Royal Poinciana Blvd
 Miami Springs, FL 33166

P.O. No.	Project	Sales Representative
	11/15/13 Restrooms Renovation	Albert De La Vega
	Description	Total

*** PAYMENT SCHEDULE ***

10% upon execution of Contract, remaining payments shall be based on a percentage of Completion.

Any alterations or deviation from above specifications involving extra costs shall be executed only upon written orders and shall become an extra charge over and above the estimate.

All agreements are contingent upon strikes, accidents or delays beyond our control. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs.

Customer's signature below indicates that the above prices, specifications and conditions are satisfactory and hereby accepted.

Total

\$46,130.00

Authorized Signature

Acceptance Signature

Date



Metal Partitions & Drywall
13370 SW 131ST ST, SUITE 103 Miami, Florida 33186
Ph. (305) 969-4765 Fax (305) 969-6326

PROPOSAL: # CITY HALL-01

DATE: 11/14/13

PROPOSAL SUBMITTED TO: CITY HALL OF MIAMI SPRINGS
ATTN: TOM NASH
ADDRESS: 201 WESTWARD DR
CITY: MIAMI SPRINGS FLORIDA
PHONE: 305 805-5000

JOB NAME: CITY HALL OF MIAMI SPRINGS
MENS AND WOMANS BATHROOM ON FIRST AND SECOND FLOOR

SCOPE OF WORK

- REMOVE EXISTING TILE FROM WALLS WITH EXISTING DRYWALL
- REMOVE EXISTING FLOOR TILE
- REMOVE TOILET DIVIDERS
- PROVIDE DUMPSTER AND REMOVE TRASH AND DEBRIS
- PROVIDE AND INSTALL NEW DENSIELD BOARD TO RECEIVE NEW TILE
- PROVIDE AND INSTALL NEW TILE ON WALLS AND FLOOR SELECTED BY OWNER
- FINISH IN THE AREAS WHERE TILE IS NOT INSTALLED
- PROVIDE NEW BACKING FOR NEW PLUMBING FIXTURES INSTALLED BY PLUMBER
- REPAIR EXISTING FRAMING AS NECESSARY
- PRIME AND PAINT WALLS AND CEILING; COLOR SELECTED BY OWNER
- MISCELLANOUS CUT AND PATCH REPAIR FOR THE AREA OF NEW WATER LINES
- PROVIDE AND INSTALL NEW TOILET PARTITIONS



Metal Partitions & Drywall
13370 SW 131 ST. SUITE 103 Miami, Florida 33186
Ph. (305) 969-4765 Fax (305) 969-6326

PROPOSAL: # CITY HALL-01

DATE: 11/14/13

PROPOSAL SUBMITTED TO: CITY HALL OF MIAMI SPRINGS
ATTN: TOM NASH
ADDRESS: 201 WESTWARD DR
CITY: MIAMI SPRINGS FLORIDA
PHONE: 305 805-5000
FAX:

JOB NAME: CITY HALL OF MIAMI SPRINGS
MENS AND WOMANS FIRST AND SECOND FLOOR

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE NECESSARY FOR COMPLETION OF THE FOLLOWING JOB AS DESCRIBED:

DEMOLITION AND NEW WORK

- 1. DEMOLITION OF WALLS AND FLOOR
2. NEW TILE
3. NEW DRYWALL
4. PAINTING
5. NEW TOILET DIVIDERS

TOTAL PRICE FOR JOB THIS JOB\$ 48,000.00

PAYMENT SCHEDULE

- 1. WHEN FRAMING IS DONE 40%
2. WHEN HANGING IS DONE 40%
3. WHEN FINISH IS DONE 20%

RESPECTS

ANY ALTERATIONS OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING AN EXTRA CHARGE WILL BE EXECUTED ONLY UPON WRITTEN ORDER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE JOB AS SPECIFIED. PAYMENT WILL BE AS OUTLINED ABOVE.

DATE _____

BY CONTRACTOR: _____
BY DIAZA DRYWALL SYSTEMS, CORP: _____



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

Agenda Item No.

City Council Meeting of:

1-13-2014

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager
FROM: Thomas Nash, Public Works Director
DATE: January 9, 2014

RECOMMENDATION:

Recommendation that Council waive the competitive bid process and approve an expenditure to Triple J Plumbing, the lowest responsible quote, in the amount of \$30,550.00 for replacement of water lines in City Hall as funds were approved in the FY 13/14 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION:

Public Works has done their due diligence in obtaining three responsible quotes for each facet of this project. It was discovered in the onset of the quoting inquires that pursuing the bid process would cost unwarranted staff time and effort therefore further delaying what is construed as a time sensitive situation. Public Works feels strongly that by further delaying this project the potential for catastrophic damages is inevitable and could create displacement of vital offices within City Hall.

REQUEST: \$ 30,550.00

FUNDING: Funds were approved during Budget Hearings
Department/ Description: Building Maintenance Improvements
Account Number: 001-5405-541-6300

ATTACHMENTS: Quotes from
Triple J Plumbing
Bradford Plumbing LLC.
Douglas Orr Plumbing, Inc.

PROFESSIONAL SERVICES APPROVAL:

TR

Proposal

TRIPLE J PLUMBING

PROPOSAL#:0778

135 E. 37th St.

Sheet #:

Hialeah ,Fl. 33013

Date: 7/30/2013

(305) 439-9820 (305) 558-0596 FAX

CC # 17163

Invoice:

Work to be performed :

Name: City of Miami Springs
Address:
201 Westward Drive
Miami Springs, Fl. 33166

Address:
201 Westward Dr.
Miami Springs, Fl. 33166
Date: 7/30/2013

PROPOSAL

Replacing of existing galvanize Hot and Cold water distribution lines for entire building with copper.

Remodeling of Plumbing for first and second floor ladies restrooms.

Disconnection of existing plumbing for restrooms.

Removal of Plumbing fixtures and demolition by City of M. Springs.

Purchases of plumbing fixture by City.

Material & Labor

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

Thirty thousand five hundred and fifty Dollars \$ **30,550.00**

with payments to be made as follows:

Acceptance of contract: _____ Respectfully submitted : _____

Per : Leonardo Perez

Proposal

BRADFORD PLUMBING LLC.
 wwwbradfordplumbing.com
 CFC 041673
 P.O. Box 660835
 Miami Springs FL 33266-0835
 305 8713094 fax 876 9254



Estimate

DATE ESTIMATE #
 8/1/2013 372

TO : NAME / ADDRESS
 City Of Miami Springs public works
 Tom Nash
 345 N. royal poinciana blvd.
 Miami Springs FL 33166

Ship To
 201 westward drive
 Miami Springa, FL 33166

Customer E-mail: nasht@miamisprings-fl.gov E-mail to : david1bradford2@gmail.com FAX # TEL # P.O. NO. TERMS DEP RE...

ITEM	DESCRIPTION	QTY	COST	TOTAL
*	**** NOTE : the fire department is already done in copper pipes		0.20	0.20
*	**** NOTE : if passable I will need to store fitting in a closet were?		0.20	0.20
permit	minimum charge for permit NOTE ! the fee is usually paid by city no charge	0	650.00	0.00
*	**** NOTE :replace all galvanized water pipes with mew copper L in police aria and public aria cold water only hot water is not used (the only place was police shower which was done) I plan to Propress all piping in drop ceilings and solider in walls for raster service 1-1/2" and smaller		0.20	0.20
labor pe...	Charge for labor dig 2' ditch from 3" back flow to wall chiller room for 1-1/4" pipe to fill water tower	4	95.00	380.00
labor pe...	Charge for labor run 3" copper to new 2-1/2" water main then 1-1/4" to water tower back flow preventer and water heater 1-1/4 run 40' strapped to wall	6	95.00	570.00
labor pe...	Charge for labor connect fire station system tie in to 3" copper in ditch along wall behind existing 3" back flow preventer	1	95.00	95.00
labor pe...	Charge for labor run 2-1/2" from 3" main to riser to 4 public bathrooms using drop ceilings 120' run on hangers	32	95.00	3,040.00
labor pe...	Charge for labor run 1-1/4" main from to police bath in drop ceiling in fire station 20' run	4	95.00	380.00
labor pe...	Charge for labor cut wall and pipe cold water pipe to UR. and W.C in police bath	4	95.00	380.00
labor pe...	Charge for labor run 3/4" copper cold water pipe off new 2-1/2" main to kitchen sink riser 30' run strapped to wall	2	95.00	190.00
labor pe...	Charge for labor drill holes in floor of cabinets to replace risers to kitchen sink and cut wall and drill hole in floor new ice maker box run new ice maker line from kitchen to ice maker box in 1/2" copper on hangers	4	95.00	380.00
labor pe...	Charge for labor cut wall in ladies bathroom to repipe both men and ladies bathroom both 1st & 2nd floor trash to your trash container	16	95.00	1,520.00
labor pe...	Charge for labor cut ceiling in hall in front of ladies bath room and to dispatch aria and in bathroom	8	95.00	760.00
labor pe...	Charge for labor after wall is cut repipe to 8 toilets 2 urinals , 4 laboratory's	28	95.00	2,660.00
labor pe...	Charge for labor run 1-1/2" cold water pipe in to police dispatch aria to janitor sink both 1st floor & 2nd floor reduce at 1" run for lawn sprinkler branch	16	95.00	1,520.00
labor pe...	Charge for labor cut wall and run 1" pipe from meter box out side with hose bib with new 1" back flow preventer	5	95.00	475.00
labor pe...	Charge for labor cut wall inside jail house bathroom and replace 1" pipe from hose bib out side , jail toilet . jail lavatory	8	95.00	760.00
labor pe...	Charge for labor install new hose bib outside on east wall from water pipe supplying water heater	1	95.00	95.00

It's been a pleasure working with you!

TOTAL

all wall celing and floor patches by outhers .repairs limited to here in

SIGNATURE _____

BRADFORD PLUMBING LLC.
 wwwbradfordplumbing.com
 CFC 041673
 P.O. Box 660835
 Miami Springs FL 33266-0835
 305 8713094 fax 876 9254



Estimate

DATE ESTIMATE #
 8/1/2013 372

TO : NAME / ADDRESS

City Of Miami Springs public works
 Tom Nash
 345 N. royal poinciana blvd.
 Miami Springs Fl 33166

Ship To
 201 westward drive
 Miami Springa, Fl 33166

Customer E-mail: nasht@miamisprings-fl.gov E-mail to : david1bradford2@gmail.com FAX # TEL # P.O. NO. TERMS DEP RE...

ITEM	DESCRIPTION	QTY	COST	TOTAL
back test	time it takes to use tester to certify back flow device.**** NOTE : price for inspection only .additional charge if needed --. If unit fails then we need to take unit apart clean / replace parts (If necessary)/ then retest . done on time and material	3	76.00	228.00
labor pe...	old unit on water tower and new unit for yard sprinkler system and main 3" Charge for labor over time hours to shut down building and cross over water systems at each bathroom group these bathrooms will be shut down in each phase 1) I plan to re pipe both public bath rooms on first floor at same time shut down after hours = 4 hr 2) I plan to re pipe both public bath rooms on 2nd floor at same time shut down after hours = 4 hr 3) police aria 1st floor 4 hr 4) temporally water connection to both systems then repipe out cross to both systems = 2 shut downs 8 hr 5) police bathroom 2nd floor 2 hr	22	190.00	4,180.00
	SUB TOTAL OF JOB			17,613.60
materials	UNEXPECTED PLUMBING MATERIALS OR JOB COST / SEE BELOW		0.00	0.00
1 1/2 B...	1-1/2" ball valve IPS or sweet	3	22.36	67.08
1 1/2 45 ...	1 -1/2 45 copper	6	8.36	50.16
1 1/2 c epl	1 - 1/2" copper pressure coupling	4	4.17	16.68
1 1/2 C ...	1- 1/2 COPPER ELL sweat pressure	4	17.43	69.72
1 1/2 C H	1- 1/2" copper hanger with rod and pin	14	11.76	164.64
1 1/2 ES...	1- 1/2 Escution CHROME PLATES FOR EXTRUDING PIPE	9	3.92	35.28
1 1/2 x 1...	1- 1/2 X 1- 1/4 X 1 COPPER T	2	20.33	40.66
1 1/2 x 1...	1 -1/2 x 1 copper fitting reducer	2	8.48	16.96
1 1/2 x 1...	1-1/2 x 1 pro press T copper	1	25.36	25.36
1 1/2 x 1...	1-1/2 x 1/2 pro press T copper	2	22.36	44.72
1 1/2 x 3...	1- 1/2 x 1-1/4 x 1 copper T	2	18.68	37.36
1 1/2pp 90	1-1/2" pro press 90	4	29.53	118.12
1 1/2pp ...	1 -1/2 BALL VALVE pro press	1	73.44	73.44
1 1/2pp ...	1-1/2" slip coupling pro press	4	16.25	65.00
1 1/2pp ell	1-1/2" ell St pro press	1	26.36	26.36
1 1/2PP T	1-1/2" pro press copper T	1	33.69	33.69
1 1/2pp ...	1-1/2 propress X 1" reducing bushing	1	15.56	15.56
1 1/4 ball	1- 1/4 ball valve sweat or IPS	2	33.40	66.80
1 1/4 pp ...	1 -1/4 PP ball	4	128.44	513.76

TOTAL

It's been a pleasure working with you!

all wall celing and floor patches by outhers .repairs limited to here in

SIGNATURE _____

BRADFORD PLUMBING LLC.
 wwwbradfordplumbing.com
 CFC 041673
 P.O. Box 660835
 Miami Springs FL 33266-0835
 305 8713094 fax 876 9254



Estimate

DATE ESTIMATE #
 8/1/2013 372

TO : NAME / ADDRESS

City Of Miami Springs public works
 Tom Nash
 345 N. royal poinciana blvd.
 Miami Springs Fl 33166

Ship To
 201 westward drive
 Miami Springa, Fl 33166

Customer E-mail E-mail to : FAX # TEL # P.O. NO. TERMS
 nasht@miamisprings-fl.gov david1bradford2@gmail.com DEP RE...

ITEM	DESCRIPTION	QTY	COST	TOTAL
1 1/4 pp ...	1- 1/4 PP 90	10	28.12	281.20
1 1/4 x 1...	1- 1/4 x 1 x 1 copper T	13	14.25	185.25
1 1/4 x 1...	1- 1/4 x 1 x 3/4 copper T	2	12.21	24.42
1 1/4 X ...	1-1/4" x 3/4" PRO PRESS T	1	36.69	36.69
1 1/4 X ...	1- 1/4 X 3/4 COPPER T	1	12.21	12.21
1 1/4CAP	1- 1/4 COPPER CAP	12	3.65	43.80
1 clean ...	1" cleaning brush	2	5.40	10.80
1 X 1/2 ...	1 X 1 X 1/2 copper T	2	4.90	9.80
1 X 3/4 ...	1" X 3/4 COPPER REDUCING BUSHING	2	1.68	3.36
1 X 3/4 ...	1 x 3/4x3/4 C T 5	5	5.82	29.10
1 X 3/4 ...	1 x 1 x3/4 C T	3	5.82	17.46
1" ball	1" ball valve	1	24.79	24.79
1 X 3/4 ...	1 x 3/4 x 1/2C T end red T	2	5.82	11.64
1" C TEE	1" COPPER TEE	2	4.90	9.80
1" CH	1" COPPER HANGER W/ROD & ANCHOR	14	9.80	137.20
1" cpl	1" copper pressure coupling	2	2.76	5.52
1" ELL	1" COPPER ELL PRESSURE	2	2.10	4.20
1" nillpe...	1" brass nipples different lengths average cost 1-6"	1	18.00	18.00
1" pp ad...	1" pro press adapter female	2	8.69	17.38
1" pp ad...	1" propress female adapter	2	16.89	33.78
1" pp ball	1" ball valve pro press	2	79.22	158.44
1" pp cupl	1" propress coupling with out stop	1	11.36	11.36
1"y strai...	1" Y strainer for back flow	1	125.00	125.00
1/2 ball	1/2 ball valve	4	10.39	41.56
1/2 C C...	1/2" COPPER HARD CAPS	10	0.29	2.90
1/2 c cpl	1/2" copper coupling	4	2.00	8.00
1/2 CP	1/2 L COPPER PIPE SOLD IN 20 FT LENGTHS	7	32.31	226.17
1/2 ell	1/2 90 degree elbows	6	0.43	2.58
1/2 esch	1/2 esch. chrome wall plates for roach control	13	3.92	50.96
1/2 ST E...	1/2 STREET ELL COPPER	4	0.60	2.40
1/2 C T	1/2 copper T	14	2.69	37.66
2 1/2 c p...	2-1/2 copper pipe type L 20 '	6	384.48	2,306.88
2-1/2 H...	2-1/2 COPPER HANGERS WITH ROD & PIN		12.00	12.00
2 1/2 pp ...	2-1/2" pro press ball valve rental of jaw sold separately	2	212.36	424.72

It's been a pleasure working with you!

TOTAL

all wall celing and floor patches by outthers .repairs limited to here in

SIGNATURE _____

BRADFORD PLUMBING LLC.
 wwwbradfordplumbing.com
 CFC 041673
 P.O. Box 660835
 Miami Springs FL 33266-0835
 305 8713094 fax 876 9254



Estimate

DATE ESTIMATE #
 8/1/2013 372

TO : NAME / ADDRESS

City Of Miami Springs public works
 Tom Nash
 345 N. royal poinciana blvd.
 Miami Springs Fl 33166

Ship To

201 westward drive
 Miami Springa, Fl 33166

Customer E-mail

E-mail to :

FAX #

TEL #

P.O. NO.

TERMS

nasht@miamisprings-fl.gov

david1bradford2@gmail.com

DEP RE...

ITEM	DESCRIPTION	QTY	COST	TOTAL
ref box	refrigerator box NEW CODE TYPE WITH MINI ARRESTER used to put valve in wall behind REF.	1	40.57	40.57
rental P...	I own the propress machine with jaws 1/2" - 2" when I need jaws 2-1/2" - 4" X-LC I can rent them \$ 110.00 per day THE PRO PRESS SYSTEM USES COPPER FITINGS THAT CAN BE CRIMPED ON, NO SOIRERING NESSARY . THIS IS MORE EXPENCE BUT GOES A HOLE OF A LOT FASTER system guaranteed by veigra for 50 years. there is 2 different jaw types available. I can only rent X-LT jaws. Veigra is the only manufacture that will say which jaw to use	10	110.00	1,100.00
excess p...	excess panel steel door 8" - 14" which do you need ?	5	38.65	193.25
DEP	SUB TOTAL OF JOB DEPOSIT REQUIRED TO START JOB THANK YOU		0.00	13,611.56 0.00

It's been a pleasure working with you!

TOTAL

\$31,225.16

all wall celing and floor patches by outhers .repairs limited to here in

SIGNATURE _____

Proposal
Douglas Orr Plumbing, Inc.
301 Flagler Drive
Miami Springs, Florida 33166
Phone: (305) 887-1687 Fax: (305) 888-0678
C.C.-0012463 State: CFC021452

To: MIAMI SPRINGS PUBLIC WORKS	Phone: (786) 229-9719	Fax: (000) 000-0000	Date: 8-28-13
Street: 201 WESTWARD DRIVE	Job Name: MIAMI SPRINGS PUBLIC WORKS		
City, State & Zip: MIAMI SPRINGS, FL 33166	Job Location: 201 WESTWARD AVE Miami Springs		
Architect / Engineer: /	Sheets:	Date of Plans:	e-mail: nasht@miamisprings-fl.gov

We Propose hereby to furnish material and labor – complete in accordance with specifications below for the sum of:
Dollars: \$50,580.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Isi Darryl Egger

Note: This proposal may be withdrawn by us within 30 days.

We hereby submit specifications and estimates for:

Plumbing installation to include the following:

1. Replace the water piping in the older existing City Hall / Police / Fire Department. Newer Fire Department section will not be re-piped but new main will pass thru and connect to the existing branches.
2. Piping will start where the water service enters the building on the north end and run thru the ceiling of the Fire Department connecting to there existing piping in the ceiling. Piping will then enter the office area thru the ceiling and route to the fixtures in the walls and ceilings.
3. Fixtures will be remove and replace as needed to re-pipe bathroom, mop sinks, and kitchen sinks.
4. Walls and ceilings will be opened to run piping and we will coordinate with Building Management to keep damages to a minimum.
5. Water shut downs and bathroom closures will be coordinated with Building Management.
6. Fixtures to be re-piped to include:
 - a. (10) Toilets
 - b. (3) Urinals
 - c. (10) Lavatories
 - d. (2) Mop Sinks
 - e. (1) Shower
 - f. (3) Hose Bibs
 - g. (12) A/C make-up water
 - h. (1) Kitchen Sink
7. Permit fee allowance of \$500.00 is included.
8. Hose Bibs will be replaced as close to there existing location as possible with out damaging more walls and or ceilings.
9. New water piping in type L copper connecting to the existing piping and fixtures.
10. Copper joints 2" and over to be copper Pro-press and joints under 2" soldered.

Proposal
Douglas Orr Plumbing, Inc.
301 Flagler Drive
Miami Springs, Florida 33166
Phone: (305) 887-1687 Fax: (305) 888-0678
C.C.-0012463 State: CFC021452

This proposal does not include:

- . Bid or performance bond
- . Back flow preventer or certification
- . Hot water heater or piping
- . Firesafing beyond the minimum required by the South Florida Building Code
- . Repair or replace of existing fixtures or piping that is to remain
- . Handicap bars or toilet room accessories
- . Temporary water or sanitary facilities
- . Insulation
- . Painting
- . Cabinetry
- . Re-circulating System or pump
- . Fixtures
- . Patching of Drywall or Plaster
- . Handling or warranty of Fixtures and Appliances Furnished by Others
- . Access Panels
- . Electric work
- . Overtime

Should Douglas Orr Plumbing retain counsel to collect any sums due and owing, including appellate fees, you agree to pay all reasonable attorney's fees and costs incurred in collecting sums due under this agreement. Interest shall accrue on outstanding balances after 30 days at the rate of 1 1/2% per month.

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Document2

Signature _____

Date of Acceptance: _____

Signature _____

Following are some of the advantages of the ConEdison *Solutions* program:

- ✓ **No risk Investment Grade Audit (IGA)**
- ✓ Energy Policy Act of 2005 tax deduction sharing
- ✓ **Act as City's advocate – vendor neutral approach**
 - ❖ City can direct purchase equipment from manufacturers
 - ❖ We will utilize the City's preferred local contractors
- ✓ In-house self perform business model
- ✓ Open book pricing – **ECM MasterPlan**
- ✓ **Below industry standard overhead & cost structure**
- ✓ **Highly experienced Miami Springs project team**
- ✓ **We have the Horsepower!!**
 - ❖ **We have completed over 3,500 Investment Grade Energy Audits in Florida**
 - ❖ Over \$1.5 billion in energy services provided annually
 - ❖ Strong corporate bonding & insurances
 - ❖ Corporate performance guarantees
 - ❖ Leverage favorable financing terms, conditions & rates
 - ❖ Extensive renewable technology experience
 - ❖ Highest NAESCO (National Association of Energy Service Companies) certification
 - ❖ ConEdison's Jim Dixon is current NAESCO Chairman of the Board

PRELIMINARY ENGINEERING AUDIT OVERVIEW:

ConEdison *Solutions* has completed a Preliminary Energy Audit (PEA) for the City of Miami Springs. The PEA targeted several facilities in the City namely the City Hall, Public Works Building, Recreation and Community Center, Senior Center, and Golf Course. Additional areas that are for further consideration include the public parks and the street lighting.

The objective of the PEA was to identify potential energy conservation measures that will provide a budget neutral solution to address some of the City's key infrastructure improvement needs, including the concerns related to "duct-work issues" at City Hall. The goal is for all improvements to be paid for using both energy and operational savings associated with the energy conservation measures.

Based on interviews with the staff, the primary area of concern is related to the aging ductwork at City Hall. We have completed preliminary development for three mechanical solutions that will address this issue. In addition, the following issues and goals were noted by various staff members:

- The water piping in the City Hall building is the original galvanized metal piping. The piping has several areas with severe corrosion and several patches have been installed. There is concern the piping could burst and result in flooding the City Hall building.



- The restrooms in City Hall do not meet current ADA standards.
- The City desires to install new bollard lights along Westward Drive, similar to what has already been completed along Curtiss Parkway.
- The outdoor pool is in need of extensive repairs that will cost in the neighborhood of \$400,000-\$1,000,000+ at the Community Center. In addition, the City would like to relocate the pool and build a new pool in the adjacent parking lot.

ConEdison Solutions will work with the City of Miami Springs to incorporate as many of the key City initiatives as desired by the City Administration. Each of our projects is customized to meet the goals and objectives of our clients. Pros and cons of various potential solutions will be discussed, along with the financial Performance to give the City the information necessary to make informed decisions.

As part of the PEA, ConEdison Solutions has performed the following engineering analysis:

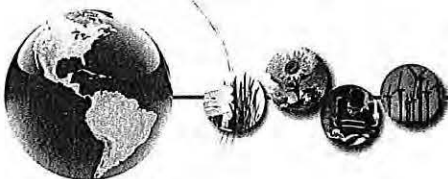
- ✓ **Building-by-building lighting, plumbing, and mechanical audits**
- ✓ **Temperature and humidity data logging**
- ✓ **Occupancy data logging**
- ✓ **Preliminary development of financial and facility options for various improvements**

The PEA included extensive interviews with City personnel along with extensive data collection and equipment inventory. Energy calculations were performed using commercially available software that takes into account the interactive effects of lighting and HVAC loads.

As a result of this engineering effort, ConEdison *Solutions* has developed a “menu” of Energy Conservation Measures that the City can use to select a project for implementation under the EECBG program. We refer to this “menu” as the **ECM MasterPlan**. Provided on pages 39 to 40 of this report is the menu of Energy Conservation Measures (ECMs).

A summary of the Energy Conservation Measures (ECMs) identified for the sites surveyed as part of this initial energy audit include:

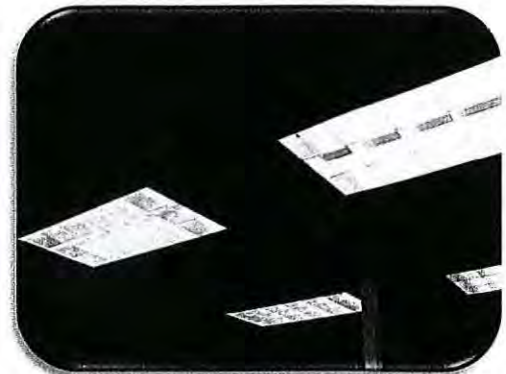
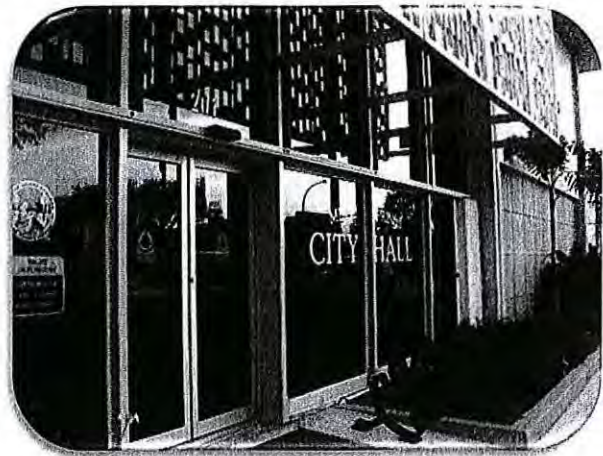
1. Interior Lighting System Improvements and Occupancy Controls
2. Exterior Building and Parking Lot Lighting
3. Water Conservation Measures
4. Heating, Ventilating and Air Conditioning (HVAC) System Improvements
5. Energy Management and Control System Modifications
6. Street Lighting
7. Pool Automation and Control
8. On-site Hypochlorite Generation
9. Supplemental Solar Thermal Pool Heating
10. PC Power Management
11. Vending Machine Controls
12. Ice Machine Heat Exchanger
13. City Park Lighting



Facility Descriptions

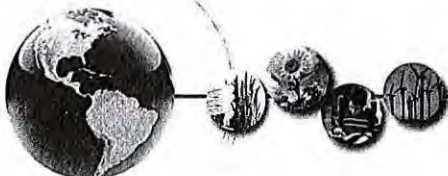
CITY HALL

The City Hall building located at 201 Westward Dr in Miami Springs, Florida is almost 60 years old and has approximately 18,000 square feet of mixed use spaces. The facility has multiple uses and includes the police department and a fire station for the City of Miami Springs. The north side of the facility includes the bays for housing the fire engines and a dormitory area for the fire fighters. The south side of the facility is a two-story structure that serve as general administration and dispatch for both the fire rescue and police. The second story includes additional administrative offices and the Counsel chambers.



The majority of the interior lighting is 32W T8, with exception of a few areas with T-12 lighting. Lighting levels appear appropriate in all areas, with the possible exception of the apparatus floor in the fire department section of the facility. There were no lighting controls noted in the facility.

Plumbing fixtures throughout the facility consisted of 3.5 gpf floor mounted water closets with manual flush valves and 1.6 gpf urinals. Existing lavatory faucets are manual with high flow aerators. Hot water is produced by electric domestic hot water heaters. It was also noted during the walkthrough that the restrooms do not meet current ADA standards and the existing water piping is the original galvanized piping that is in poor condition.





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

Agenda Item No.

City Council Meeting of:

1-13-2014

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager
 Paul O'Dell, Golf Director

FROM: Laurie Bland, Golf Course Superintendent

DATE: December 18, 2013

RECOMMENDATION:

Recommendation that Council approve an expenditure in an amount not to exceed \$35,000.00, on an "as needed basis" to Aeration Technology INC for aerating the greens, tees and fairways, as funds were approved in the FY 13/14 Budget, as a sole source provider, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: To aerate all playing surfaces and provide quality turf conditions to improve playability.

REQUEST: Current request: \$ 35,000.00 Funds available
 Total vendor amount: \$ 35,000.00

FUNDING: Funds were approved during Budget Hearings
Department/ Description: Golf Course Maintenance
Account Number: 001-5708-572-52-33

PROFESSIONAL SERVICES APPROVAL:



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

Agenda Item No.

City Council Meeting of:

1-13-2014

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager
 Paul O'Dell, Golf Director

FROM: Laurie Bland, Golf Course Superintendent

DATE: December 18, 2013

RECOMMENDATION:

Recommendation that Council award a bid to Howard Fertilizer & Chemical Company Inc, utilizing the Town of Davie Bid # B-12-34-3 in the of amount \$15,000.00, on an "as needed basis" for custom blended fertilizers, for the fiscal year 2013-2014, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: To improve playability of the fairway, tee, and putting green surfaces.

REQUEST:

Current request:	\$15,000.00 Funds available
Previously approved amount FY 13/14:	<u>\$45,000.00</u>
TOTAL AMOUNT:	\$60,000.00 *

FUNDING:

Department/ Description:	Golf Course maintenance
Account Number:	001-5708-572-52-32

PROFESSIONAL SERVICES APPROVAL:

* FUNDS APPROVED IN THE FISCAL YEAR 2013-14 Budget.



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

Agenda Item No.

City Council Meeting of:

01-13-14

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager
Paul O'Dell, Golf Director

FROM: Laurie Bland, Golf Course Superintendent

DATE: December 20, 2013

RECOMMENDATION:

Recommendation that Council waive the competitive bid process and approve an expenditure in an amount not to exceed \$6,000.00 on an "as needed basis" to Palmdale Oil Company for fuel services as funds were approved in the FY 13/14 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION: To pay the remainder of the outstanding invoices with this vendor.

REQUEST: Current request: \$ 5,228.28 Funds available
Total vendor amount: \$ 5,228.28

FUNDING: Funds were approved during Budget Hearings
Department/ Description: Golf Course Maintenance
Account Number: 001-5708-572-52-02

PROFESSIONAL SERVICES APPROVAL:



CITY OF MIAMI SPRINGS
 OFFICE OF THE CITY CLERK
 201 Westward Drive
 Miami Springs, FL 33166-5259
 Phone: 305.805.5006
 Fax: 305.805.5028

Agenda Item No. 9A

City Council Meeting of:

1-13-2014

TO: Honorable Mayor Garcia and Members of the City Council
 FROM: Suzanne S. Hitaffer, Acting City Clerk
 DATE: January 6, 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 Xavier Garcia	Francisco Fernández	04-30-2015	10-14-1991	11-28-2011
Vice Mayor Bain – Group 2	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilman Lob – Group 3	Bill Tallman	04-30-2016	01-11-2010	05-14-2012
<u>Architectural Review Board</u>				
Vice Mayor Bain – Group 2	Joe Valencia	10-31-2014	02-27-2012	02-27-2012
<u>Code Enforcement Board</u>				
Mayor Xavier 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
Vice Mayor Bain – Group 2	Carrie Figueredo	06-30-2015	08-24-2009	08-24-2009
<u>Code Review Board</u>				
Mayor Xavier Garcia	Connie Kostyra*	04-30-2015	VACANT	VACANT
Councilman Lob – Group 3	Dan Dorrego	04-30-2016	08-11-2003	05-24-2010
Councilman Petralanda-Group 4	Jana Armstrong	04-30-2016	06-11-2001	05-10-2010
<u>Disability Advisory Board</u>				
Mayor Xavier Garcia	Charlene Anderson*	12-31-2016	VACANT	VACANT
Councilman Windrem – Group 1	Catherine Stadnik	12-31-2016	12-14-1998	02-14-2011
Vice Mayor Bain – Group 2	Peter Newman*	12-31-2016	VACANT	VACANT
Councilman 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
------------------------------	-------------------	------------------------	---------------------------------	-----------------------------

Education Advisory Board

Mayor Zavier Garcia	Caridad Hidalgo	05-31-2015	01-28-2013	01-28-2013
Councilman Windrem – Group 1	Michael G. Hunter***	05-31-2015	05-14-2012	05-14-2012
Vice Mayor Bain – Group 2	Dr. Mara Zapata	05-31-2015	06-13-2011	06-13-2011
Councilman Lob – Group 3	Dr. John Salomon	05-31-2015	12-14-2009	06-13-2011

Golf and Country Club Advisory Board

Mayor Zavier Garcia	Michael Domínguez	07-31-2013	04-12-2010	09-26-2011
Councilman Windrem – Group 1	Mark Safreed	07-31-2013	08-08-2005	06-27-2011
Vice Mayor Bain – Group 2	George Heider	07-31-2013	08-13-2001	06-27-2011
Councilman Lob – Group 3	Ken Amendola	07-31-2013	10-10-2011	10-10-2011
Councilman Petralanda-Group 4	Art Rabade	07-31-2013	03-11-2013	03-11-2013

Historic Preservation Board

Mayor Zavier Garcia	Sydney Garton**	01-31-2016	11-08-1993	02-08-2010
---------------------	-----------------	------------	------------	------------

Recreation Commission

Mayor Zavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
---------------------	-----------------	------------	------------	------------

* Connie Kostyra resigned on April 28, 2011.
 Charlene Anderson resigned on June 6, 2011.
 Peter Newman resigned on August 1, 2009.

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

*** Three absences

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



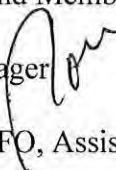
CITY OF MIAMI SPRINGS
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5035
Fax: (305) 805-5018


Agenda Item No.

City Council Meeting of:

1-13-2014

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager 

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

DATE: January 3, 2014

RE: Variance/Appeal Fees

During the Council meeting of December 9, 2013, Council requested some financial analysis regarding the cost of processing variance and appeals requests. Councilman Bain also requested the last three years of revenues/expenditures of the Building Department operation.

On pages 3 and 4 of the attachment, our City Attorney has prepared a memo detailing the uncertainty of trying to calculate the true cost of a variance/appeal due to the differences in each of the cases. In order to provide Council with some estimate of these costs, the Building Department has prepared some conservative estimates resulting in the following:

- As you can see on page 1 of the attachment, processing of a typical variance costs range from approximately \$486.23 to \$916.27 depending on the variance. This page also shows that there have been 21 variance requests over the past two fiscal years, 13 in FY2012 and 8 in FY2013.
- Page 2 of the attachment shows the cost of appeals to range between \$223.48 and \$456.96 depending on the appeal. There have been 5 requests for appeals over the past 2 fiscal years, 2 in FY2012 and 3 in FY2013.

Finally, on page 5 of the attachment we have prepared a three year revenue/expenditure report showing the surplus/deficit of the Building operation both before indirect costs are allocated and after. In order to comply with the State guidelines that the operation cannot generate a "profit", the calculation must include an allocation of the indirect costs involved in the operation as if it were a stand-alone operation. The report shows that there were deficits in FY2011 and 2012 and a surplus in FY2013.

VARIANCES

1. How many requests for variances have been processed in the last 2 fiscal years (FY11-12 and FY12-13)

21 requests for variances have been processed in the last 2 fiscal years. 13 in FY12 and 8 in FY13.
Prior history= FY11=31 FY10=32 FY09=37

Variance Costs (Per variance)

Note: All below are approximations as every variance is unique

	MINIMUM	MAXIMUM (including meeting time)
Admin Assist preparation	2 HOURS-\$43.72	3 HOURS-\$65.58
City Planner review/prep/attend	3 HOURS-\$132.96	5 HOURS-\$221.60
City Attorney review & attend	2 HOURS-\$270	4 HOURS-\$540
CC Officer-Packet Distribution	30 Mins-\$17.25	1 HOUR-\$34.49
Mailings to surrounding residents	5 letters-\$2.30	10 letters-\$4.60
Docs/plans/surveys/envelopes	Copies/materials-\$20	\$50
Totals	\$486.23	\$916.27

APPEALS

1. How many requests for appeals have been processed in the last 2 fiscal years (FY11-12 and FY12-13)

5 requests for appeals have been processed in the last 2 fiscal years. 2 in FY12 and 3 in FY13.
Prior history= FY11=2 FY10=1 FY09=5

Appeal Costs (Per appeal)

Note: All below are approximations as every variance is unique

	MINIMUM	MAXIMUM (including meeting time)
Admin Assist preparation	1 HOUR-\$21.86	2 HOURS-\$43.72
City Planner review/prep/attend	1 HOURS-\$44.32	2 HOURS-\$88.64
City Attorney review & attend	1 HOURS-\$135	2 HOURS-\$270
Mailings to surrounding residents	5 letters-\$2.30	10 letters-\$4.60
Docs/plans/surveys/envelopes	Copies/materials-\$20	\$50
Totals	\$223.48	\$456.96



**CITY OF MIAMI SPRINGS
OFFICE OF THE CITY ATTORNEY**
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: 305.858-0220
Fax: 305.854-6810

TO: Elora R. Sakal, Assistant City Clerk
FROM: Jan K. Seiden, City Attorney
DATE: December 10, 2013
SUBJECT: Variance/Appeal Fees

It is almost an impossible task for me to specify an amount of my time that is customarily attributable to any particular variance or appeal case.

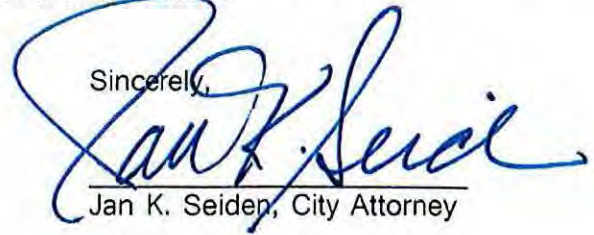
Any particular variance or appeals case may involve some or all of the following, to wit;

- Direct contact with Applicant
- Direct contact with Building Dept. Director or Staff personnel
- Direct contact with City Planner
- Direct contact with City Manager or Assistant City Manager
- Review of case agenda item
- Review of case application
- Review of street file on subject property
- Review of previously issued or pending permits
- Review of applicable Code of Ordinance provisions (current and previous provisions)
- Attendance at City for conferences with Staff personnel
- Attendance at City for Board meeting
- Attendance at City for Board of Appeals meeting
- Preparation of City Attorney notes/comments for Board of Adjustment case
- Preparation of City Attorney notes/comments for Board of Appeals case
- Direct contact with City Council members
- Calls to other City(s) or City Attorney(s) on case issues
- Legal research when required

The aforesaid categories may apply to each variance and appeal cases to be heard by the Board of Adjustment and Board of Appeals. Obviously, the number of cases to be considered for variance relief naturally increases the amount of time and effort expended and billed.

In sum, the fees the City charges for variances and appeals cases are very reasonable and should probably be considered for increases in the near future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jan K. Seiden". The signature is fluid and cursive, with a large initial "J".

Jan K. Seiden, City Attorney

P.S. The unfortunate and untimely death of the City Planner only serves as further support for the charging of higher fees, as it will prove more difficult to provide the basic services previously provided by the City Planner.

cc: City Manager
Assistant City Manager/Finance Director

BUILDING DEPARTMENT FINANCIAL ANALYSIS
Comparative for the periods ending September 30, 2011, 2012 and 2013
(100% OF YEAR COMPLETED)

	<u>9/30/2013</u>	<u>9/30/2012</u>	<u>9/30/2011</u>
Building Permits	190,393	140,163	150,168
Electrical Permits	54,947	27,496	56,038
Plumbing Permits	29,124	27,337	101,724
Roofing Permits	49,901	35,980	31,814
Mechanical Permits	19,624	21,622	66,467
Zoning Permits	35,670	1,150	4,650
Certification of Completions	1,815	1,965	1,325
Structural Permits	19,750	16,761	19,116
Other Permits	239,744	116,842	112,290
Reoccupancy Inspection	22,475	15,600	-
Total Fees Collected	663,443	404,916	543,592
Expenditures:			
<u>Direct costs:</u>			
Personnel	304,192	297,057	285,226
Inspector Costs	83,915	102,240	94,188
City Attorney	16,599	15,650	16,101
Operating costs	32,872	33,439	27,207
Capital outlay	-	1,022	2,470
Total direct expenditures	437,578	449,408	425,192
Total surplus(deficit) before indirect costs	225,865	(44,492)	118,400
<u>Indirect cost:</u>			
City Clerk	14,017	14,268	14,300
City Manager	17,701	17,498	17,258
Finance	80,456	71,988	73,417
Human Resources	16,544	15,992	16,125
City Planner	25,457	26,094	25,895
IT Dept	34,964	33,935	34,122
	-	-	-
Total indirect expenditures	189,139	179,775	181,117
Total surplus(deficit) from operations	36,726	(224,267)	(62,717)


5

1-13-2014



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: January 8, 2014

RE: **WOF Plaque Discussion**

We have looked at several options and we recommend going with a Fabric Banner Note that stipulates the header of City of Miami Springs WOF. The banner will be 14ft Long X 3ft Wide, it will placed strategically between the two existing pieces of art work on the second floor of the Community Center walking track (**Exhibit A**).

The actual plaque/recognition symbol has a couple of options that could work. We have discussed the options of cast bronze plaques, etched metal plaques and fabric banner notes.

Cast Bronze Plaques (Exhibit B): 14in X 20in bronze plaque for both indoors/outdoors. The bronze plaque is very traditional and classy, but it is also very expensive and on average it takes about 6 to 8 weeks to produce. Due to the size, it might be difficult to see the Inductees.
Cost for the plaque: \$1098.00

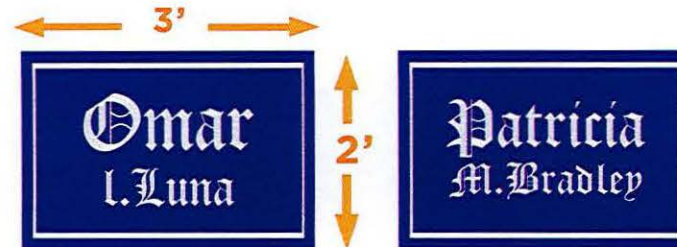
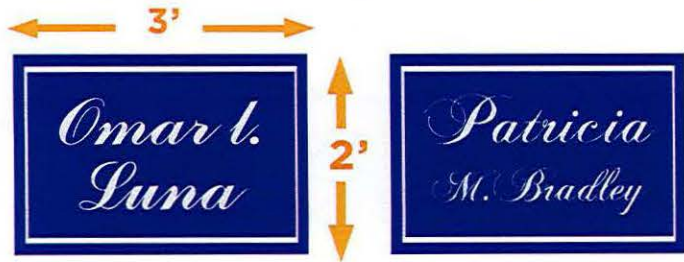
Etched Metal Plaques (Exhibit C): 14in X 20in etched metal plaque for only the indoors. The etched metal plaque is very nice, not as traditional as a bronze plaque, but it could work very well inside the Community Center. It takes about 3 weeks to produce and it cost \$458.00 per plaque. Due to the size, it might be difficult to see the Inductees.

Fabric Banner Notes (Exhibit A): 24in X 36in fabric banner notes is not traditional at all, but it is a very innovative idea and it could possibly work for our project. It is stretched over a frame which gives it a 3D feeling. The cost for each one is \$185.00

We recommend that we move forward with the Fabric Banner Note, stretched over a wood frame for our header. We like the bronze plaques and etched metal plaques, but it might be difficult to see from the gym floor. The fabric banner notes for the inductees could be a nice fit, if it all ties in together.

Fabric Banner 14' x 3'

Qty 1 - Fabric Banner Note: Stretch over frame





EXHIBIT

tabbles

B

**MIAMI SPRINGS
RECREATION CENTER**

TOWN COUNCIL

W. C. HERRELL, MAYOR

E. N. GALL A. B. PLASSEY

J. H. ALLEN G. E. SCHULZ

RECREATION COMMISSION

A. R. SCHMIDT, CHAIRMAN

E. J. BEROUNSKY H. L. MCGEE

W. A. BISHOP MARY CURRY

J. D. RYAN, TOWN CLERK

A. H. PEAVY, JR., RECREATION DIRECTOR

MAURICE H. CONNELL & ASSOCIATES, INC.

CONSULTING ENGINEERS

APRIL 1956

EXHIBIT

tabbles

C



**MORTON
SALT**

1-13-2014

Suzanne S. Hitaffer

From: Miami-Dade County League of Cities <mdclc@bellsouth.net>
Sent: Tuesday, December 10, 2013 1:12 PM
To: Miami-Dade County League of Cities
Subject: Save the Date: 60th Annual Installation Gala
Attachments: 60th Annual Installation Gala.pdf



Miami Dade County
League of Cities

226 East Flagler Street | Suite 200 | Miami, Florida 33131 | T 305-416-4155 | F 305-416-4157

Save the Date

60th Annual Installation Gala

Saturday, February 8, 2014

Jungle Island

1111 Parrot Jungle Trail

Miami, FL 33132

Invitation to Follow

Attached find the Sponsorship Opportunities.

305-416-4155 or mdclc@bellsouth.net

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.





60th Annual Installation Gala

Saturday, February 8, 2014

Platinum Sponsor \$15,000

2 tables of twelve with premium seating
Title sponsorship
Full page recognition in the event program (color)
Recognition on the event invitation
Recognition night of the event
Recognition on the web site
GOBO recognition displayed night of the event
Award recognition night of the event

Gold Sponsor \$10,000

2 tables of ten with premium seating
Full page recognition in the event program (color)
Recognition on the event invitation
Recognition night of the event
Recognition on the web site
GOBO recognition displayed night of the event
Award recognition night of the event

Silver Sponsor \$5,000

1 table of twelve with quality seating
Half page recognition in the event program (color)
Recognition night of the event
Recognition on the web site
Award recognition night of the event

Bronze Sponsor \$2,500

1 table of ten with quality seating
Quarter page recognition in the event program (color)
Recognition night of the event
Recognition on the web site
Award recognition night of the event

Tickets

Individual Tickets- \$165

Tables of Ten- \$1,500

Advertising Opportunities

Full Page Color - \$1,250
(5.5 X 8.5)

Half Page Color- \$750
(5.5 X 4.25)

Half Page B/W- \$500
(5.5 X 4.25)

Quarter Page Color- \$600
(2.75 X 4.25)

Quarter Page B/W- \$250
(2.75 X 4.25)

Contact Information

(305) 416-4155

Excerpts: January 14, 2013 CCRM

10B) Recommendation that Council Authorizes Staff to Reserve a Table of Ten at a Cost of \$1,300.00 for the Miami-Dade County League of Cities 59th Annual Installation Gala to be Held on Saturday, February 9, 2013 at Jungle Island and to also Approve a 1/2 Page, Color ad at a Cost of \$750.00

Mayor Garcia explained that he asked the City Manager to have the City Clerk call the Council members to see if they would be able to attend. He asked Council if they had made a decision.

Councilman Best confirmed that he would attend with his wife.

The Mayor stated that purchasing six tickets would be a lot less than purchasing an entire table and he already spoke with the League to let them know the City's position.

Councilman Lob moved to approve the purchase of six tickets, with no ad. Councilwoman Bain seconded the motion, which carried 5-0 on roll call vote.

1-13-2014



RESOLUTION NO. 2014-3608

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS APPROVING A NEW LEASE AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA FOR THE 501 EAST DRIVE/STAFFORD PARK SITE; AUTHORIZING THE PROPER OFFICERS AND OFFICIALS TO EXECUTE THE LEASE AGREEMENT AND ANY OTHER REQUIRED DOCUMENTATION RELATED THERETO; EFFECTIVE DATE

WHEREAS, the City and the School Board are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of both the students of Miami-Dade County Public Schools and the residents of the City; and,

WHEREAS, the School Board owns and has under its jurisdiction a certain parcel of real property, located in Miami-Dade County, Florida, at 501 East Drive, commonly referred to as Stafford Park; and,

WHEREAS, the City currently operates the Stafford park site pursuant to a Lease Agreement between the Parties, dated October 13, 1981 ("Existing Agreement"); and,

WHEREAS, the parties have agreed that the Existing Agreement shall automatically terminate effective with the Commencement Date of the proposed new Lease Agreement for this site; and,

WHEREAS, the City and School Board are desirous of entering into this new Lease Agreement to allow for the continued use of the site by both Parties for recreational and/or educational purposes, and to provide for various site improvements as may be proposed and properly authorized; and,

WHEREAS, in anticipation of the City's passage of this resolution approving and authorizing the new Lease Agreement, The School Board of Miami-Dade County, Florida has proposed a companion resolution approving the new Lease Agreement to be considered at its meeting of January 15, 2014; and,

WHEREAS, the City Council of the City of Miami Springs has determined that it is in the best interests of the City and its citizens to approve and authorize the new Lease Agreement with The School Board of Miami-Dade County, Florida for the 501 East Drive/Stafford Park site:

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

Section 1: That the Lease Agreement attached hereto as Exhibit "A" with The School Board of Miami-Dade County, Florida, for the 501 East Drive/Stafford Park site, is hereby approved and authorized by the City Council of the City of Miami Springs.

Section 2: That the proper officers and officials of the City are hereby authorized and directed to execute the subject Lease Agreement and any other required documentation related thereto.

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

(THIS SPACE INTENTIONALLY LEFT BLANK)

Resolution No. 2014-3608

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this 13th day of January 2014.

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

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

Zavier M. Garcia
Mayor

ATTEST:

Suzanne S. Hitaffer, CMC
Acting City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Jan K. Seiden, Esquire
City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 20__, between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and the CITY OF MIAMI SPRINGS, a Florida municipal corporation ("**CITY**"). The BOARD and CITY are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD and CITY are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of both the students of Miami-Dade County Public Schools (the "**District**") and the residents of the CITY; and

WHEREAS, the BOARD owns and has under its jurisdiction a certain parcel of real property, located in Miami-Dade County, Florida, at 501 East Drive, as hereinafter described in Article II below; and

WHEREAS, the CITY currently operates the site as Stafford Park pursuant to a Lease Agreement between the Parties, dated October 13, 1981 ("**Existing Agreement**"); and

WHEREAS, the Existing Agreement shall automatically terminate effective with the Commencement Date (as defined below) of this Agreement.

WHEREAS, the BOARD and CITY are desirous of entering into this Agreement to allow continued use of the site by both Parties for recreational and/or educational purposes, and provide for various site improvements as described hereinbelow; and

WHEREAS, the City of Miami Springs by the adoption of Resolution No. _____, at its meeting of _____, 20__, approved this Agreement; and

WHEREAS, The School Board of Miami-Dade County, Florida has authorized this Agreement in accordance with Board Action No. _____, at its meeting of January 15, 2014.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and CITY agree as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

DESCRIPTION OF LEASED PREMISES

Effective with the Commencement Date of this Agreement (as defined in Article III below), the BOARD hereby leases to the CITY, a parcel of land situated in Miami-Dade County, Florida, consisting of an approximate 9.22 acres portion of folio #05-3120-000-0350, as more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Site"). The CITY covenants and agrees that, in the event the BOARD notifies the CITY that it will require use of the Site on a regular and ongoing basis for recreational or educational purposes during regular school hours, as provided for in Article V below, the Site shall thereafter be use jointly by the Parties.

III.

TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the "Effective Date"). The term of this Agreement shall be for a period of ten (10) years, commencing on the Effective Date of the Agreement (the "Commencement Date"). The Parties agree that the Existing Agreement between the BOARD and CITY for use of the Site shall automatically terminate effective with the Commencement Date of this Agreement by operation of law, without further action by or notice from either Party.

IV.

CONSIDERATION

The CITY shall pay the BOARD as consideration for use and occupancy of the Site throughout the term of this Agreement, and any renewal thereof, the sum of one dollar (\$1.00) per year in advance beginning on the Commencement Date, and on the anniversary date of the Commencement Date each year thereafter.

V.

USE OF SITE

Other than as specified in Article XXXV below, the Site shall be used solely by the CITY for the operation of recreational programs and for no other purpose. The CITY covenants and agrees to accept the Site in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of this Agreement, subject to all easements, covenants or other encumbrances and limitations of record. The BOARD makes no representations or warranties

of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Site for the CITY'S operations or any specific use. The CITY, by executing this Agreement, agrees and acknowledges that the BOARD has made no representations whatsoever regarding the Site. The CITY represents that it is relying and will continue to rely solely on its own investigations of the Site in its decision to occupy or use it, and the CITY further acknowledges and agrees that the BOARD shall not indemnify the CITY in any way with respect to condition of the Site. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

Effective with the Commencement Date, the CITY shall have full control, custody, right and use of the Site at all times throughout the term of this Agreement ("**CITY'S Period of Use**"). However, should the BOARD require use of all or a portion of the Site for a special event or function during the CITY'S Period of Use, the Board shall request said use through the CITY'S designated representative, with a minimum of seventy-two (72) hours advance notice. Approval of said requests shall not be unreasonably withheld, provided such use does not conflict with the CITY'S operations or previous obligations.

Notwithstanding the above, the BOARD reserves the right, in its sole and absolute discretion, to use all or a portion of the Site on a regular and ongoing basis for recreational or educational purposes during regular school hours on regular school days and during summer school, as established through the BOARD'S approved school calendar ("**BOARD'S Period of Use**"). In such event, the BOARD shall provide the CITY with written notice of the BOARD'S intent to commence using the Site, a minimum of thirty (30) days prior to the effective date of such use. Thereafter, the Parties, through their designated representatives, shall meet prior to the start of each regular school year, as established through the BOARD'S approved school calendar, or as soon thereafter as possible, to establish a mutually agreeable and reasonable schedule for use of the Site by the Parties. Such schedule of use and the exact areas of use may be modified from time to time throughout the school year by mutual agreement of the Parties, or their duly authorized designees.

The use of the Site for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. The sale or consumption of alcoholic beverages on the Site is expressly prohibited. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, CITY, County, State, or Federal government upon the Site.

The CITY agrees that the only storage permitted on the Site shall be maintenance

materials routinely associated with the operation and maintenance of Park sites. Any such storage shall comply with the provisions of Articles XXIX and XXX of this Agreement. The Site may not be used for the storage or long-term parking of vehicles. The CITY shall secure and lock all perimeter and parking lot gates at the completion of its daily period of use, and may remove all unauthorized vehicles stationed thereon using all lawful means.

The CITY, in addition to its own utilization of the Site, shall have the option of contracting with not-for-profit parties to use the Site to provide CITY-sponsored recreational services and programs to the general public during the CITY'S Period of Use. In that event, the CITY shall be responsible during such use for all maintenance, clean-up, risk management and supervision of the Site and other terms and conditions set forth in this Agreement, the same as if the CITY itself were utilizing the Site. Further, the CITY shall require such entities or groups to provide liability insurance, naming both the CITY and the BOARD as additional insureds, in accordance with the rules and regulations established from time to time by the BOARD for use of the Site. The CITY shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD prior to such entity's use of the Site.

The Parties agree that portions of the Site shall be closed from time to time to reduce the impact on the turf or to complete turf or other maintenance activities. During periods of joint use, the Parties agree that the method, scope and scheduling of any such closure shall be as mutually agreed to by the BOARD and CITY, or their respective designees, with the Parties to work cooperatively in this regard.

The CITY shall provide proper supervision of the Site and maintain the Site safe and secure during the CITY'S Period of Use.

VI.

IMPROVEMENTS TO THE SITE BY THE CITY

The CITY may construct additional recreational improvements on the Site (hereinafter referred to as the "Work"), all at the CITY'S sole cost and expense, subject to the prior written approval of the BOARD or its designee. The CITY agrees that no construction, major repairs, alterations or improvements on the Site may be undertaken unless the plans are first submitted to and approved by the BOARD, or designee, which the BOARD may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. The plans shall be prepared in accordance with all applicable laws, rules, regulations,

statutes and codes, including, without limitation, the BOARD'S design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the CITY shall provide evidence of same to the BOARD prior to commencement of any Work. The CITY'S contractors must be pre-qualified by the BOARD before commencing the Work or any construction activities on the Site. Unless otherwise agreed to by the Parties, the BOARD'S Building department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Regulations for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the CITY upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided. All work shall be limited to those areas designated in the plans.

The CITY shall cause any and all contractors and subcontractors doing work on the Site to indemnify and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims. In addition, the CITY shall require its contractors to provide proof of insurance coverage in the types and amounts of coverage as may be reasonably required by the BOARD, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The School Board of Miami-Dade County, Florida, its members, officers and employees", as additional insured on the Commercial General Liability Insurance.

The CITY covenants and agrees that it shall indemnify and hold harmless the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the CITY on the Site.

In addition, the CITY shall cause each and every of its contractors and subcontractors to further covenant and agree, at the City's Contractor's own expense (as City Contractor is defined below), and upon written request by the BOARD, to defend any suit, action or demand

brought against the BOARD on any claim or demand arising out of, resulting from, or incidental to the City Contractor's performance under any contract by and between the CITY and/or its assigns and any and all contractors and subcontractors ("City Contractor"). This provision shall survive the expiration or early termination of this Agreement. Furthermore, the City and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with City Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between the City and/or its assigns and any City Contractor.

At the expiration, termination or cancelation of this Agreement, all improvements or facilities installed, operated and maintained by the CITY on the Site shall be surrendered in conformance with the provisions of Article XX of this Agreement.

Unless otherwise agreed to by the Parties, the CITY shall retain responsibility for Maintenance, Utilities and for Damage or Destruction, under Articles VII, IX, and XXVIII of this Agreement, as well as any required custodial services with respect to any newly constructed improvements.

VII.
MAINTENANCE

The CITY, at the CITY'S expense, shall be responsible for all maintenance, repair and upkeep of the Site, as is necessary to keep the same in a good, safe, clean and code compliant condition at all times, including, without limitation: (a) turf and field maintenance and mowing, (b) maintenance and repair of all trees, landscaping and irrigation systems, (c) maintenance and repair of fences and gates along the perimeter of or located within the Site, (d) maintenance and repair of all utilities servicing the Site, (e) maintenance and repair of all buildings and improvements, including, without limitation, recreation centers, play apparatus, shelters, walking surfaces, parking areas, restrooms, etc., and (e) general maintenance and cleaning of grounds, including trash and litter pick-up and removal generated during the CITY'S Period of Use.

The BOARD, at the BOARD'S expense, shall be responsible for pick-up and removal of trash and litter generated by the BOARD during the BOARD'S Period of Use, should the BOARD initiate same, as provided for in Article V.

The CITY may apply certain herbicides and pesticides to the grounds at the Site during the CITY'S Period of Use, using a certified technician, after submitting specifications and environmental information to the BOARD or its designee, and securing written approval from same to utilize the product.

In compliance with the November 2012 version of the State Requirements for
Page 6 of 22

Educational Facilities, or its successor document, the CITY shall conduct annual inspections of any bleachers it has placed on the Site, to assure they are in a safe condition and free from hazard, and shall secure a certificate from a structural engineer on a biennial basis attesting to same. A copy of the biennial certificate shall be provided to the BOARD without demand.

Notwithstanding the above, the BOARD reserves the right to promulgate and enforce reasonable rules and regulations regarding responsibility for maintenance of the Site.

VIII.

INSURANCE

The CITY shall, on or before the Commencement Date, provide the BOARD with confirmation of the CITY'S self-insurance program or, in the alternative, proof of insurance in the types and amounts of coverage as may be reasonably required by the BOARD, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The School Board of Miami-Dade County, Florida, its employees and agents", as additional insured on the Commercial General Liability Insurance. Proof of coverage shall be provided to the BOARD on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the BOARD on or before the Commencement Date of this Agreement, and shall remain in full force and effect during the term of this Agreement, and the CITY shall furnish the BOARD evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy.

IX.

UTILITIES AND OTHER SERVICES

The CITY shall be responsible for payment of any and all utilities relating to the use and operation of the Site, including without limitation, electricity, water, sewer, trash collection, solid waste disposal and storm water. The CITY shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense.

X.

INDEMNIFICATION AND HOLD HARMLESS

The CITY does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or

judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the CITY. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the CITY, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed to indemnify the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's sovereign immunity.

XI.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever. The Parties hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the Site.

XII.

LIABILITY FOR DAMAGE OR INJURY

Subject to the limitations included within Section 768.28, Florida Statutes, the BOARD shall not be liable for any damage or injury which may be sustained by the CITY or any persons on or about the Site, other than damage or injury resulting from the negligent performance or

failure of performance on the part of the BOARD, its agents, representatives or employees, or failure of the BOARD to perform its covenants under this Agreement. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

Subject to the limitations included within Section 768.28, Florida Statutes, the CITY shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the Site during the BOARD'S period of use, other than damage or injury resulting from the negligent performance or failure of performance on the part of the CITY, its agents, representatives or employees, or failure of the CITY to perform its covenants under this Agreement. The CITY shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

XIII.

ASSIGNMENT AND SUBLETTING

Other than as provided for in Article V and Article XXXV, the CITY shall not, at any time during the term of this Agreement, sublet in part or whole the Site, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the Site, or permit the Site to be occupied by other persons, firms, corporations, or governmental units, without the BOARD'S prior written consent, which may be withheld at the BOARD'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a default under this Agreement, and may result, at the BOARD'S sole option, in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XIV.

OPTION TO RENEW

If not in default in performance of the obligations set forth in this Agreement, the CITY shall have the right to extend the term of this Agreement, under the same terms and conditions set forth herein, for one (1) additional term of ten (10) years from the expiration of the original term, with the mutual agreement of the BOARD, and provided the CITY gives written notice to the BOARD at least sixty (60) days prior to the expiration of the current term. Approval of such renewal requests shall not be unreasonably withheld.

XV.

CANCELLATION

In addition to the provisions of Articles XVI and XXVIII, the BOARD and CITY shall have

Page 9 of 22

the right to cancel this Agreement without cause or penalty, by giving the other Party written notice at least one (1) year prior to the effective date of said cancellation.

XVI.

DEFAULT

The BOARD shall notify the CITY in writing regarding CITY'S failure to perform or to comply with the terms and condition of this Agreement. If the CITY fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the CITY's curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the BOARD shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the CITY.

The CITY shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the CITY with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the CITY shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

XVII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the Site, without hindrance or interference by the other Party.

XVIII.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXX, after first providing reasonable notice to the CITY, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the Site to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Site, provided such activities do not unreasonably interfere with the CITY'S use of the Site.

XIX.

TAXES AND REGULATORY COMPLIANCE

The CITY shall be responsible for payment of any taxes, fees or other assessments,

including but not limited to sales tax, which may be imposed on the Site as a result of the use and occupancy of the Site by the CITY or the Society, as hereinafter defined. If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the CITY'S or Society's use or occupancy of the Site, the CITY acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at the CITY'S sole cost and expense.

XX.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the CITY agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the Site to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The CITY shall be required to promptly remove all of the CITY'S personal property and other items belonging to the CITY from the Site. In addition, upon the expiration, cancellation or termination of this Agreement, the CITY agrees, at the BOARD'S sole option, to remove any improvements or facilities constructed by the CITY on the Site and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement. In the event the BOARD elects to retain said improvements constructed by the CITY, the CITY agrees to convey title to the improvements to the BOARD, without compensation due to the CITY. The CITY shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the Site. Any of the CITY'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXI.

AMENDMENTS

The BOARD and the CITY, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by the BOARD and the CITY and shall be incorporated as part of this Agreement.

XXII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, or as

otherwise provided by law, in the use of the Site. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Site by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIII.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXIV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXV.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVI.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the CITY. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVII.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic
Page 12 of 22

mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Deputy Chief Facilities & Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
E-mail: arijo@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In the case of notice or communication to the CITY:

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any and all approvals required under this Agreement, including, without limitation, establishing use schedules, modifying the areas or periods of use, placing the CITY in default, and reviewing and approving all matters relating to the CITY'S construction of improvements on the Site, including renovation and use of the free standing building on the Site. The Superintendent of Schools or his/her designee shall also be the party designated by the BOARD to grant or deny any approvals

required by this Agreement for the renewal, cancellation and/or termination of this Agreement as provided herein.

D. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the BOARD and counsel for the CITY may deliver Notice on behalf of the BOARD and the CITY, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXVIII

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the BOARD, in the event the Site, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the Site is rendered untenable or unfit for the purposes intended, the CITY may, at the CITY'S sole option, either cancel this Agreement by giving written notice to the BOARD, or repair or replace the damaged/destroyed facilities, at the CITY'S expense. If the CITY opts to repair or replace the damaged/destroyed facilities, then the CITY shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenable within the aforementioned time period, then the BOARD may, at its sole option, place the CITY in default.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the CITY shall surrender the Site to the BOARD in compliance with Article XX of the Agreement.

Any damage or destruction sustained to the Site as a result of the BOARD'S actions shall be repaired by the BOARD at the BOARD'S sole cost and expense.

XXIX.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the Site, or arising from the CITY'S use or occupancy of the Site, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Site. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Site (unless caused solely by the BOARD), or that arises at any time from the CITY'S use or occupancy of the Site.

The CITY shall not cause or permit to occur: (a) any violation of any Environmental Law in the Site or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Site, or the transportation to or from the Site of any Hazardous Substance.

The CITY shall, at the CITY'S expense, comply with all applicable Environmental Laws with respect to the Site. The CITY shall, at the CITY'S own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the Site during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the CITY with respect to the Site, then the CITY shall, at the CITY'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The CITY shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the Site, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the CITY'S use, generation, storage,

transportation or disposal of Hazardous Substances in or at the Site.

The CITY shall indemnify the BOARD against any Hazardous Substances Discharge demonstrated to have been caused by the CITY. The obligations and liability of the CITY under this paragraph shall survive the expiration or termination of this Agreement.

XXX.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXI.

SUBORDINATION

In addition to the provisions of Article XXXVI, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the Site, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the CITY shall execute promptly any certificate that the BOARD may request.

It is understood and agreed that all contracts by and between the CITY and third parties shall be subordinate to this Agreement. It is further understood and agreed, however, that the BOARD shall have neither fiscal responsibility nor any responsibility as to compliance of any such contract by and between the CITY and third parties.

XXXII.

**FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS &
ACCESS TO RECORDS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

The CITY acknowledges and accepts the authority of the BOARD to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access

the CITY'S records, its legal representatives', assigns' and contractors' records and the obligation of the CITY to retain and to make those records available upon request, and in accordance with all applicable laws. The CITY shall keep records to show its compliance with this Agreement. In addition, the CITY'S assigns, contractors and subcontractors must make available, upon the BOARD'S request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The CITY'S, its assigns, contractors and sub-contractors shall (a) retain all records for five (5) years after the completion of any construction work at the Site; and (b) the CITY shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement. Upon termination of this Agreement all public records in possession of the CITY, its assigns, and, if applicable, its contractors and subcontractors, must be transferred to the BOARD at no cost to the BOARD. If records are stored electronically, the records must be provided in a compatible format to the BOARD's operating system.

The CITY shall incorporate this provision into every contract that it enters into relating to the Site.

XXXIII.

USE OF FACILITY AS A REVENUE GENERATOR

The BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with the BOARD'S Policies, relating to the Site, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the CITY'S rights to peaceful enjoyment of the Site.

XXXIV.

REPRESENTATIONS

The CITY is duly organized, validly existing, and in good standing under the laws of the State of Florida and has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the CITY of its obligations under this Agreement, have been duly authorized by all necessary actions of the CITY, and do not contravene or conflict with any rules, regulations, policies or laws governing the CITY, or any other agreement binding on the CITY. The individual(s) executing this Agreement on behalf of the CITY has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement.

Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXV.

LICENSE AGREEMENT WITH THE SOCIETY

The CITY may enter into a license agreement with the Miami Springs Historical Society, Inc., a Florida not-for-profit corporation ("**Society**"), to allow the Society to renovate and use the existing free standing building ("**Building**") on the Site, for the operation by the Society of the Miami Springs Historical Museum. Such renovation and ongoing use of the Building by the Society shall be at no cost to the BOARD. In addition, the license agreement between the CITY and the Society shall be subject to review and approval by the School Board Attorney's Office and the District's Office of Risk and Benefits Management, with a copy of the approved and executed document to be attached as **Exhibit "B"** to this Agreement and made a part hereof.

XXXVI.

EASEMENTS AND OTHER LAND RESTRICTIONS

The BOARD reserves the right, in the BOARD'S sole discretion, to grant any easements, covenants, encumbrances or other land restrictions over the Site, provided such easements, covenants, encumbrances or other land restrictions do not unreasonably interfere or negatively impact the CITY'S operations at the Site. In such event, the BOARD shall provide a copy of said instrument to the CITY within ninety (90) days following recordation of same.

XXXVII.

MISCELLANEOUS PROVISIONS

- A. **RECORDATION:** Neither this Agreement nor a memorandum thereof may be recorded among the Public Records of Miami-Dade County, Florida, by either Party.
- B. **EMINENT DOMAIN:** If any part of the Site is taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The CITY may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.
- C. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state

guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your City health department.

- D. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.
- E. **BROKERS:** The CITY represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of the CITY ("Indemnitor"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the BOARD ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.
- F. **PROMOTION.** Other than activities undertaken to promote the CITY'S recreational programs or the Society's operation of the Miami Springs Historical Museum at the Site, the CITY shall not be permitted to use the Site nor any structure thereon for promotion or advertising of any type or nature whatsoever.
- G. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts, each of which constitutes the Agreement of the Parties and each of which will be treated as an original.

XXXVIII.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the CITY.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the BOARD and the CITY have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

CITY:
CITY OF MIAMI SPRINGS

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Alberto M. Carvalho
Superintendent of Schools
Date: _____

ATTEST:

**TO THE BOARD: APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

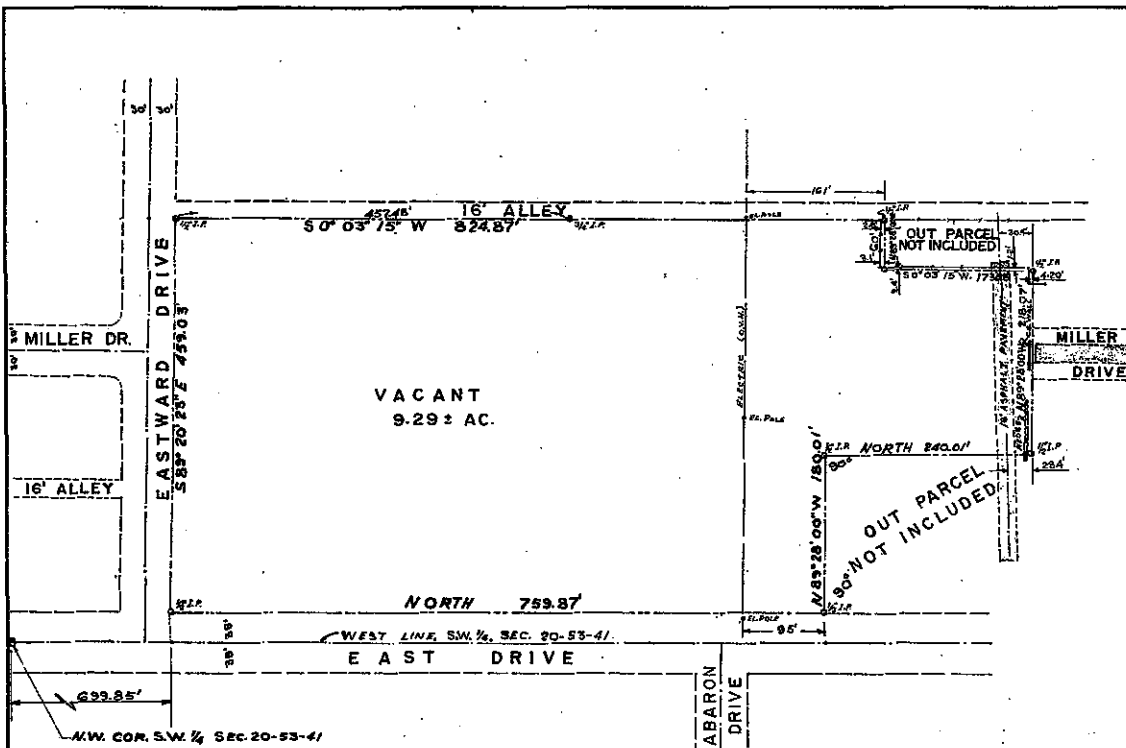
By: _____
City Clerk

By: _____
School Board Attorney

**TO THE CITY: APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:**

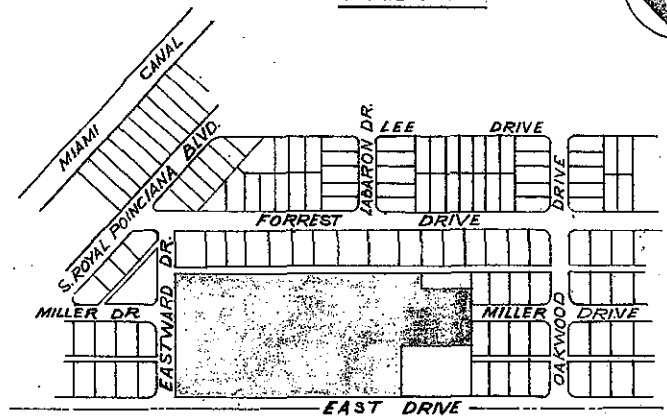
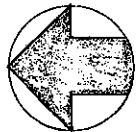
By: _____
City Attorney

DRAFT



SKETCH OF SURVEY

SCALE 1"=100'



LOCATION MAP

SCALE 1"=300'

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 20, Township 53 South, Range 41 East, Dade County, Florida.

I HEREBY CERTIFY: That the attached "SKETCH OF SURVEY" of the above described property is true and correct to the best of my knowledge, information and belief, as recently surveyed and plotted under my direction, and that there are not above-ground encroachments other than those shown.

Mike Hernandez
MIKE HERNANDEZ
 Professional Land Surveyor No. 7138
 State of Florida.

MIAMI, FLORIDA
 (305) 444-8910

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

Dade County, Florida		
SCALE: Shown	APPROVED BY:	DRAWN BY: M.H.
DATE: 6-14-82		REVISED: M.H.
SKETCH OF SURVEY		
Of a Portion of the Southwest 1/4 of Section 20, Township 53 South, Range 41 East, Miami Springs, Dade County, Florida.		
DRAWING NUMBER		075006148201

Exhibit "B"

Copy of License Agreement between the City of Miami Springs
and the Miami Springs Historical Society, Inc.

Comment [AC1]: LICENSE
AGREEMENT TO BE DRAFTED BY
CITY AND PROVIDED TO THE
DISTRICT FOR REVIEW AND
APPROVAL

DRAFT

RESOLUTION NO. 2014-3609

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS CALLING FOR THE HOLDING OF A SPECIAL ELECTION FOR THE CITY ON TUESDAY, APRIL 8, 2014; SPECIFYING THE PURPOSE OF THE SPECIAL ELECTION; PROVIDING AUTHORIZATIONS AND DIRECTIONS TO THE CITY CLERK; EFFECTIVE DATE

WHEREAS, the City has been approached by a real estate developer to purchase a small area of the Miami Springs Golf Course comprising 10,299 square feet, as is more accurately depicted on Exhibit "A" attached hereto; and,

WHEREAS, the subject property has never been used as part of the Golf Course since the City's acquisition of the Course in 1997; and,

WHEREAS, the subject property is currently subject to a License Agreement with an adjacent property owner (former James Medical Clinic property) as it has comprised part of the adjacent property's parking area for many years; and,

WHEREAS, the City and the proposed contract purchaser have agreed upon a purchase price of \$115,000 after having secured two (2) appraisals of the subject area of the Golf Course; and,

WHEREAS, the City Council has negotiated the purchase price and agreed that a formal Contract for the Sale and Purchase of the subject property would be agreed upon prior to the Special Election; and,

WHEREAS, City of Miami Springs Charter Section 1.04(5) prohibits the sale or rezoning of Miami Springs Golf and Country Club property without first being approved and authorized by a majority of the qualified City electors voting in an election to consider any such actions; and,

WHEREAS, at the regular City Council meeting of January 13, 2014 the City Council approved the calling of a Special Election on Tuesday, April 8, 2014, to place the proposed sale of Golf Course property before the electors of the City as required by City Charter; and,

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

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

Resolution No. 2014-3609

§11.01 STATE ELECTION CODE ADOPTED FOR MUNICIPAL ELECTIONS.

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

WHEREAS, the City Clerk has been advised by the Miami-Dade County Elections Department that the City may conduct a Special Election on Tuesday, April 8, 2014, so long as an appropriate Resolution calling the Special Election, and all other required information and documentation, are timely submitted to the Elections Department following the adoption of this resolution; and,

WHEREAS, the City Council of the City of Miami Springs has determined that it is both proper and appropriate to conduct a Special City Election on April 8, 2014, to allow the City electors to determine if the area of the Miami Springs Golf and Country Club property set forth on Exhibit "A" attached hereto should be sold and rezoned for development, as required by City Charter Section 1.04(5):

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

Section 1: That a City Special Election shall be called for and conducted on April 8, 2014.

Section 2: That the purpose of the Special Election is to allow the qualified electors of the City to vote on the following ballot question as required by City Charter Section 1.04(5);

**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 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

_____ NO

Resolution No. 2014-3609

Section 3: That the Miami-Dade County Elections Department is hereby requested to schedule a Miami Springs Special Election for Tuesday, April 8, 2014, to consider the ballot question set forth in Section 2 herein.

Section 4: That the City Clerk is hereby directed to advertise the Special City Election in accordance with the requirements of law.

Section 5: That the City Clerk, as the Supervisor of Elections for the City, is hereby authorized and directed to forward this Resolution to the Miami-Dade County Elections Department to insure that the Charter question previously set forth herein is properly placed on the Special City Election ballot by the Miami-Dade County Elections Department, and to conduct the Special City Election in accordance with all the requirements of law, and to cooperate with and assist the Miami-Dade County Elections Department in the conduct of this Election.

Section 6: That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

(THIS SPACE INTENTIONALLY LEFT BLANK)

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this 13th day of January, 2014.

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


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

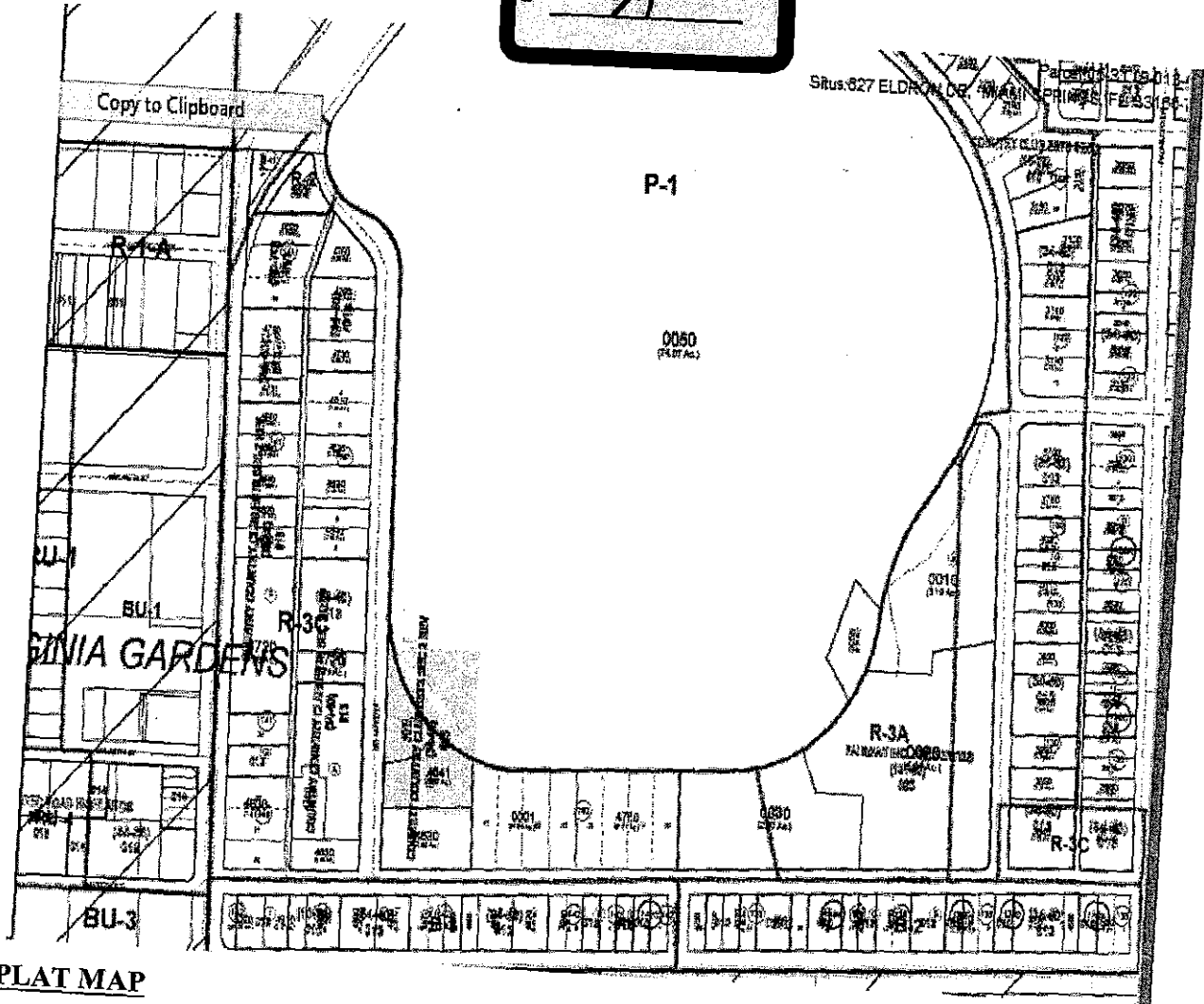
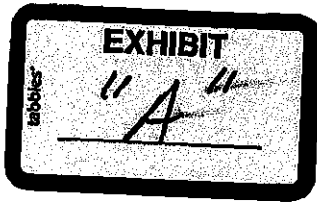
Zavier M. Garcia
Mayor

ATTEST:

Suzanne S. Hitaffer, CMC
Acting City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Jan K. Seiden, Esquire
City Attorney



PLAT MAP

OWNER OF RECORD

The owner of record as per Miami Dade County Public Records is:


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

Source: www.miamidade.gov

Suzanne S. Hitaffer

From: Payne, Nkenga <NPayne@southmiamifl.gov>
Sent: Thursday, December 05, 2013 11:50 AM
To: Payne, Nkenga
Cc: mdclc@bellsouth.net
Subject: Res. No. 243-13-14061
Attachments: Res No 243-13-14061.pdf

✓ **Agenda Item No.**
City Council Meeting of:

1-13-2014 

Good Morning,

Attached please find Resolution No. 243-13-14061 adopted by our City Commission on November 5, 2013. This resolution is requesting Miami-Dade County to enter into an Intergovernmental Agency Agreement granting the City autonomy regarding street safety and traffic calming on all roads in the City that are not designated county, state or federal roads.

Commissioner Walter Harris is the sponsor of this resolution and would like the support of other municipalities. Please share this resolution with your elected officials.

Thanks,

*Nkenga "Nikki" Payne, CMC
Deputy City Clerk
City of South Miami
6130 Sunset Drive
South Miami, FL 33143
(305)663-6340 office
(305)663-6348 fax
npayne@southmiamifl.gov
www.southmiamifl.gov*

Please note: The state of Florida has a very broad public records law. Written communications, including emails, are therefore subject to disclosure to the public and media upon request.

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.



RESOLUTION NO. 243-13-14061

A Resolution of the City of South Miami, Florida, requesting an Intergovernmental Agency Agreement granting the City of South Miami autonomy regarding street safety and traffic calming on all roads in the City of South Miami that are not designated county, state or federal roads.

WHEREAS, pursuant to Section 2-96.1 of the Miami-Dade County Code of Ordinances, all traffic and traffic engineering services in Miami-Dade County ("County") are under the exclusive jurisdiction of the County; and

WHEREAS, Section 2-96.1 provides that the County Manager or designee, in his/her sole discretion, may authorize municipalities, which desire and are equipped and able to perform certain traffic engineering functions, to assume, together with all liability and without additional cost to the County, through an individual Intergovernmental Agency Agreement, and for local municipal streets only, the installation and maintenance of regulatory and street name signs, warning signs, construction warning signs, markings and barricades, pavement markings, traffic maintenance and traffic calming devices, all as may be specifically provided in the Agreement and subject to performing appropriate traffic engineering studies if required by such Agreement. The Department shall, however, retain exclusive jurisdiction over the permanent closure of access to any road or street; and

WHEREAS, the City of South Miami ("City) desires to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to its local municipal streets only; and

WHEREAS, presently all issues relating to traffic calming and street safety must first be directed through the County with studies and monitoring at a cost to the county in time and money; and

WHEREAS, the County has previously determined that the City is both equipped and able to perform the traffic engineering functions as herein specified on its local streets; and

WHEREAS, it would be advantageous to both the County and the City to allow the City to assume responsibility of their roads and streets.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The City Manager is hereby instructed to seek an Intergovernmental Agency Agreement with Miami-Dade County authorizing the City to perform certain traffic engineering functions and to assume, together with all liability and without additional cost to the County, responsibility for installation and maintenance of regulatory and street name signs, warning signs, construction warning signs, markings and barricades, pavement markings, traffic maintenance and traffic calming devices, all as may be specifically provided in the Agreement

and subject to performing appropriate traffic engineering studies if required by such Agreement, on all roads in the City of South Miami that are not designated county, state or federal roads.

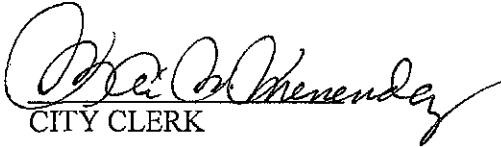
Section 2. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption by vote of the City Commission.

PASSED AND ADOPTED this 5th day of November, 2013.

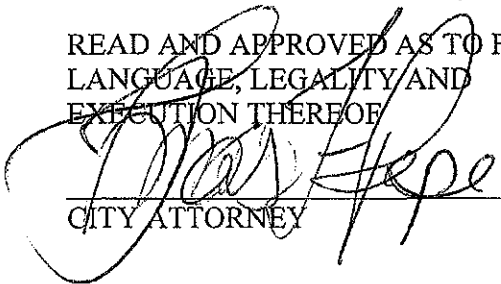
ATTEST:

APPROVED:


CITY CLERK


MAYOR

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF


CITY ATTORNEY

COMMISSION VOTE: 5-0
Mayor Stoddard: Yea
Vice Mayor Liebman: Yea
Commissioner Newman: Yea
Commissioner Harris: Yea
Commissioner Welsh: Yea

1-13-2014



SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is entered into this ____ day of January, 2014 by and between the CITY OF MIAMI SPRINGS, a Florida Municipal Corporation, hereinafter referred to as "City", and MIAMI SPRINGS HISTORICAL SOCIETY, INC., a Florida Non-Profit Corporation, hereinafter referred to as "SOCIETY";

WITNESSETH:

WHEREAS, "SOCIETY" has approached the City to solicit authorization to utilize the free standing building located at 501 East Drive; and,

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

WHEREAS, the City Council of the City of Miami Springs has reviewed and discussed the proposal of "SOCIETY" and has determined that, subject to the terms and conditions of this Agreement, it is in the best interests of the City and its citizens to authorize "SOCIETY" to relocate the Miami Springs Historical Museum it operates to the proposed location;

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

AUTHORITY TO SUBLEASE

The parties hereto hereby acknowledge the existence of the underlying Lease Agreement between the City of Miami Springs and The School Board of Miami-Dade County, Florida (hereinafter referred to as "BOARD") for the Stafford Park area which includes the subject free standing building located at 501 East Drive (see copy of survey attached hereto as Exhibit # 1). It is further acknowledged that this Sublease between the City and the Society is specifically subject to the approval of the Board.

INCLUSION OF LEASE TERMS AND CONDITIONS

Attached hereto as Exhibit # 2, and by this reference made a part hereof, is a copy of the Lease Agreement between the City and the Board which encompasses the subject Sublease Property at 501 East Drive. The parties hereto acknowledge and agree that the terms and conditions of this Sublease are specifically subject to the provisions contained in the Lease between the City and the Board and agree to be bound by same.

COMPLIANCE WITH LEASE PROVISIONS

SOCIETY hereby acknowledges and agrees that all matters requiring compliance with the City's underlying Lease with Board shall be communicated or provided to the City for transmission or forwarding to Board, and that SOCIETY shall have no direct contact with Board regarding any Lease or Sublease matter.

USE OF PREMISES

The City of Miami Springs hereby grants to SOCIETY a Sublease to utilize the entire free standing building located at 501 East Drive for the relocation and operation of the Miami Springs Historical Museum upon the terms and conditions set forth herein. The parties mutually acknowledge that this Agreement is for the free standing structure itself and that no parking is provided on site. A sketch of the building is attached hereto as Exhibit # 3.

PAYMENTS FOR USAGE

SOCIETY will not be required to pay the City any fee for the usage of the 501 East Drive building pursuant to this Agreement. However, SOCIETY is responsible for the payment of all utilities, insurances, license and permit fees applicable to the operation of the premises.

REHABILITATION OF PREMISES

It is hereby acknowledged by the parties hereto that the subject building is not currently in the proper condition to operate the proposed Miami Springs Historical Museum. In partial consideration of the City entering into this Agreement, SOCIETY has, subject to the approval of the City and Board, agreed to properly renovate, reconstruct, and rehabilitate the structure, at its sole cost and expense, so as to be able to secure all proper governmental approvals, certificates, licenses and permits to operate the proposed museum. The City and Board shall determine whether the permitting and inspection process shall be administered by the Board or the City Building Department.

MAINTENANCE OF PREMISES

SOCIETY agrees that it will properly maintain the subject building and all its systems and equipment following the opening of the museum to the public. The City shall only be responsible for the structural integrity of the building, its roof, and the Thor Guard lightning prediction system located in the building and on the building roof under this Agreement.

ACCEPTANCE OF SUBLEASE

SOCIETY hereby accepts this Sublease granted by the City for the use of the freestanding building located at 501 East Drive for the operation of the Miami Springs Historical Museum upon the terms and conditions set forth herein.

TERM OF AGREEMENT

This Agreement shall begin on the ___ day of _____ 2014 and terminate on the ___ day of _____, 2024.

TERMINATION OF AGREEMENT BASED UPON CAUSE

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

If the violation(s) cannot reasonably be cured within the required thirty (30) day period, the violating party shall request, and the non-violating party shall grant, any additional curative time that may be reasonably required, so long as the violating party has already commenced actions to cure the violation(s), and said party continues to diligently pursue said curative actions during the curative extension period.

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

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

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

EVENT SECURITY

SOCIETY agrees to employ all required "Off Duty" Miami Springs Police Officers necessary to provide adequate security for any and all future events and activities that may reasonably require security. The determination of the number of officers required for security shall be made by the City's Chief of Police, in his sole and exclusive discretion.

INSURANCE

SOCIETY shall, at all times during the term hereof, maintain liability insurance coverage in the amount of \$1,000,000 (One million dollars) which shall also name the City of Miami Springs and The School Board of Miami-Dade County, Florida as an additional insureds under the policy. All such insurance, including renewals, shall be subject to the approval of the City and Board for adequacy of protection, and evidence of such coverage shall be furnished to the City and Board on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be cancelled during the performance of this Agreement with the City. Completed Certificates of Insurance shall be filed with the City and Board prior to the beginning of each annual term of this Agreement.

HOLD HARMLESS AND INDEMNIFICATION

In addition to the aforementioned required insurance coverage to be provided to the City of Miami Springs and The School Board of Miami-Dade County, Florida, SOCIETY shall hold the City of Miami Springs and The School Board of Miami-Dade County, Florida, including their officials, employees and representatives, harmless and indemnify both the City and Board against all claims, demands, damages, actions, causes of actions, liability, costs, expenses, and attorney's fees arising out of, or resulting from, injury to or death of persons, or damage to or loss of property, sustained on or about the licensed premises, arising from the management services, acts, actions, omissions or failures to act of SOCIETY or its insurer are responsible to provide protection, coverage, and representation to the City, its officials, employees, and representatives for any incident that may occur during the term hereof.

PROHIBITED ACTIVITIES

SOCIETY shall not use the premises for any inappropriate or unlawful purpose and shall comply with all State, County, City and Board laws, statutes, ordinances, policies, rules and regulations applicable now, or in the future, to the operation of SOCIETY and the premises. SOCIETY shall not permit any offensive or dangerous activity, foul or inappropriate language, gestures, blood (real or simulated), or sexually suggestive conduct offensive to the City or the Board, nor any nuisance or other conduct in violation of law or of the public policy of the Board, City, County or State on the premises.

DRUG FREE WORKPLACE

SOCIETY agrees to operate the subject premises and proposed museum as a drug free workplace and to ensure that this policy applies to all Society representatives and invitees while on the premises.

NONDISCRIMINATION

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

ASSIGNMENT

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

ATTORNEY FEES AND COSTS

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

NOTICES

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

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

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

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

MIAMI SPRINGS HISTORICAL SOCIETY, INC.
Attention: Beverly Roetz, President
71 East 51 Place
Hialeah, FL 33013

-AND-

MIAMI SPRINGS HISTORICAL SOCIETY, INC.
Attention: Current President
P. O. Box 660175
Miami Springs, FL 33266

-AND-

Fernando J. Suco, Registered Agent
211 Deer Run
Miami Springs, FL 33166

NOTICES TO BE GIVEN TO SCHOOL BOARD SHALL BE ADDRESSED AS FOLLOWS:

Marta Cil-Alvarado
1450 N. E. 2nd Avenue, Room 524
Miami, FL 33132

-AND-

Michael Levine
1450 N. E. 2nd Avenue
Miami, FL 33132

MISCELLANEOUS PROVISIONS

A. That this Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising from this Agreement shall be in Miami-Dade County, Florida.

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

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

D. That this Agreement constitutes the sole and entire understanding between the parties hereto. Except for the inclusion of all terms and conditions of the parties Rental Agreement, if any, as may be applicable to the usage of the facility contemplated by the Agreement. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

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

F. That SOCIETY is engaged with the City as an Independent Contractor, and not as an agent or employee of the City. Accordingly, "SOCIETY" shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pensions Ordinances of the City, nor any rights generally afforded classified or unclassified employees. "SOCIETY" further understands that Florida Worker's Compensation benefits available to employees of the City are not available to it, and it agrees to provide its own workers' compensation insurance for any employee or agent rendering services to "SOCIETY" under this Agreement.

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

MIAMI SPRINGS HISTORICAL SOCIETY, INC.
A Florida Non-profit Corporation

WITNESSES:

Print Name: _____

By: _____
BEVERLY ROETZ, President

Print Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was executed before me this _____ day of _____, 2013, by BEVERLY ROETZ, President of the Miami Springs Historical Society, Inc. who is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

Notary Public, State of Florida

COMMISSION:

CITY OF MIAMI SPRINGS
A Florida Municipal Corporation

WITNESSES: (As to both signatories)

By: _____

Print Name: _____

RONALD K. GORLAND
City Manager

Print Name: _____

ATTEST:

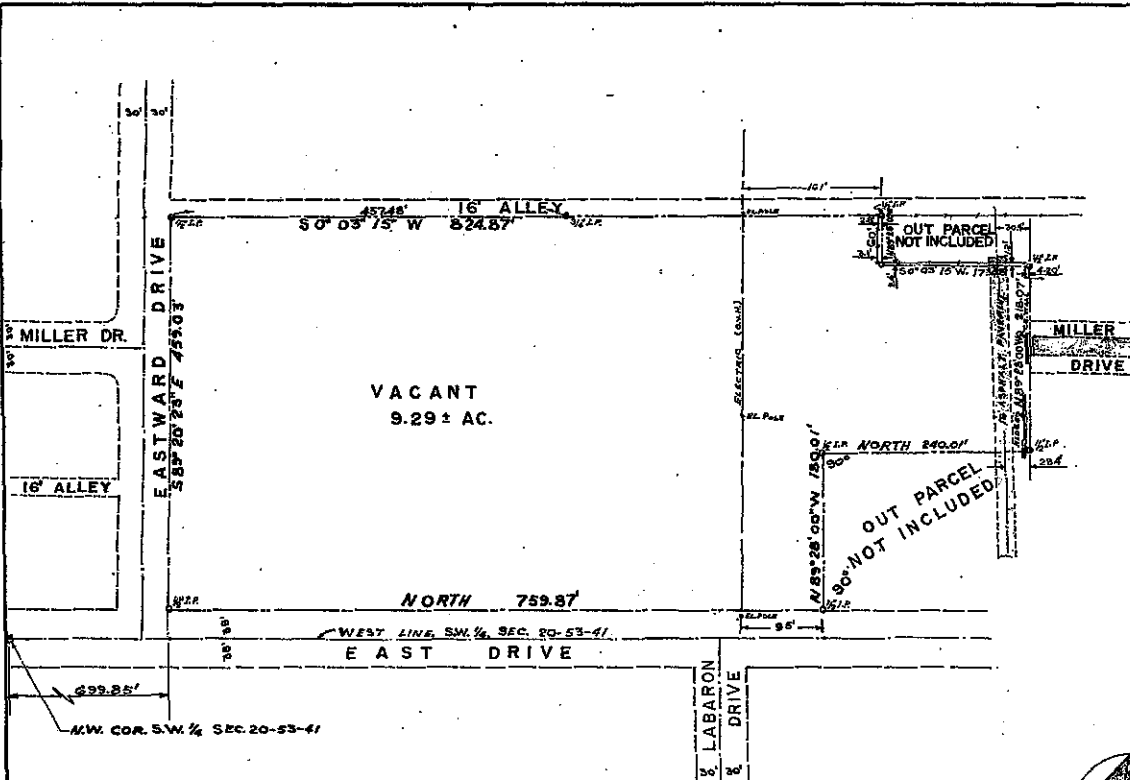
SUZANNE HITAFFER, CMC
Acting City Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by RONALD K. GORLAND, City Manager and SUZANNE HITAFFER, Acting City Clerk of the City of Miami Springs, Florida. They are personally known to me or have produced _____ (type of identification) as identification, and did (did not) take an oath.

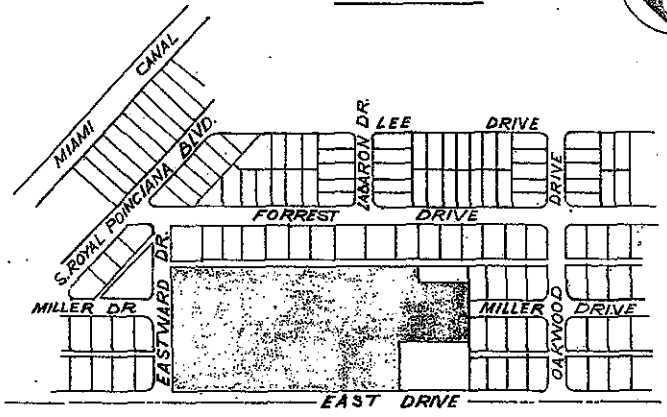
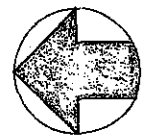
Notary Public, State of Florida

COMMISSION:



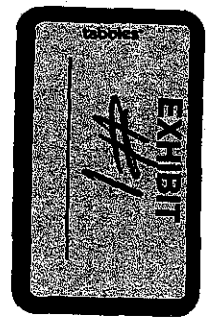
SKETCH OF SURVEY

SCALE 1"=100'



LOCATION MAP

SCALE 1"=300'



LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 20, Township 53 South, Range 41 East, Dade County, Florida.

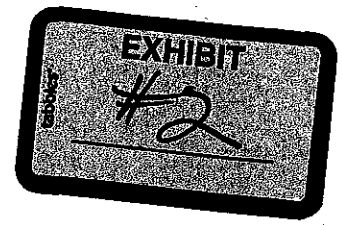
I HEREBY CERTIFY: That the attached "SKETCH OF SURVEY" of the above described property is true and correct to the best of my knowledge, information and belief, as recently surveyed and plotted under my direction, and that there are not above-ground encroachments other than those shown.

Mike Hernandez
MIKE HERNANDEZ
 Professional Land Surveyor No. 7138
 State of Florida.

MIAMI, FLORIDA
 (305) 444-8910

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

Dade County, Florida		
SCALE: SHOWN	APPROVED BY:	DRAWN BY: M.H.
DATE: 6-14-82		REVIEWED: M.H.
SKETCH OF SURVEY		
Of a Portion of the Southwest 1/4 of Section 20, Township 53 South, Range 41 East, Miami Springs, Dade County, Florida.		
DRAWING NUMBER		075006148201



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 20__, between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "BOARD"), and the CITY OF MIAMI SPRINGS, a Florida municipal corporation ("CITY"). The BOARD and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the BOARD and CITY are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of both the students of Miami-Dade County Public Schools (the "District") and the residents of the CITY; and

WHEREAS, the BOARD owns and has under its jurisdiction a certain parcel of real property, located in Miami-Dade County, Florida, at 501 East Drive, as hereinafter described in Article II below; and

WHEREAS, the CITY currently operates the site as Stafford Park pursuant to a Lease Agreement between the Parties, dated October 13, 1981 ("Existing Agreement"); and

WHEREAS, the Existing Agreement shall automatically terminate effective with the Commencement Date (as defined below) of this Agreement.

WHEREAS, the BOARD and CITY are desirous of entering into this Agreement to allow continued use of the site by both Parties for recreational and/or educational purposes, and provide for various site improvements as described hereinbelow; and

WHEREAS, the City of Miami Springs by the adoption of Resolution No. _____, at its meeting of _____, 20__, approved this Agreement; and

WHEREAS, The School Board of Miami-Dade County, Florida has authorized this Agreement in accordance with Board Action No. _____, at its meeting of January 15, 2014.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and CITY agree as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

DESCRIPTION OF LEASED PREMISES

Effective with the Commencement Date of this Agreement (as defined in Article III below), the BOARD hereby leases to the CITY, a parcel of land situated in Miami-Dade County, Florida, consisting of an approximate 9.22 acres portion of folio #99-3120-000-0350, as more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Site"). The CITY covenants and agrees that, in the event the BOARD notifies the CITY that it will require use of the Site on a regular and ongoing basis for recreational or educational purposes during regular school hours, as provided for in Article V below, the Site shall thereafter be use jointly by the Parties.

III.

TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the "Effective Date"). The term of this Agreement shall be for a period of ten (10) years, commencing on the Effective Date of the Agreement (the "Commencement Date"). The Parties agree that the Existing Agreement between the BOARD and CITY for use of the Site shall automatically terminate effective with the Commencement Date of this Agreement by operation of law, without further action by or notice from either Party.

IV.

CONSIDERATION

The CITY shall pay the BOARD as consideration for use and occupancy of the Site throughout the term of this Agreement, and any renewal thereof, the sum of one dollar (\$1.00) per year in advance beginning on the Commencement Date, and on the anniversary date of the Commencement Date each year thereafter.

V.

USE OF SITE

Other than as specified in Article XXXV below, the Site shall be used solely by the CITY for the operation of recreational programs and for no other purpose. The CITY covenants and agrees to accept the Site in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of this Agreement, subject to all easements, covenants or other encumbrances and limitations of record. The BOARD makes no representations or warranties

of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Site for the CITY'S operations or any specific use. The CITY, by executing this Agreement, agrees and acknowledges that the BOARD has made no representations whatsoever regarding the Site. The CITY represents that it is relying and will continue to rely solely on its own investigations of the Site in its decision to occupy or use it, and the CITY further acknowledges and agrees that the BOARD shall not indemnify the CITY in any way with respect to condition of the Site. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

Effective with the Commencement Date, the CITY shall have full control, custody, right and use of the Site at all times throughout the term of this Agreement ("CITY'S Period of Use"). However, should the BOARD require use of all or a portion of the Site for a special event or function during the CITY'S Period of Use, the Board shall request said use through the CITY'S designated representative, with a minimum of seventy-two (72) hours advance notice. Approval of said requests shall not be unreasonably withheld, provided such use does not conflict with the CITY'S operations or previous obligations.

Notwithstanding the above, the BOARD reserves the right, in its sole and absolute discretion, to use all or a portion of the Site on a regular and ongoing basis for recreational or educational purposes during regular school hours on regular school days and during summer school, as established through the BOARD'S approved school calendar ("BOARD'S Period of Use"). In such event, the BOARD shall provide the CITY with written notice of the BOARD'S intent to commence using the Site a minimum of thirty (30) days prior to the effective date of such use. Thereafter, the Parties, through their designated representatives, shall meet prior to the start of each regular school year, as established through the BOARD'S approved school calendar, or as soon thereafter as possible, to establish a mutually agreeable and reasonable schedule for use of the Site by the Parties. Such schedule of use and the exact areas of use may be modified from time to time throughout the school year by mutual agreement of the Parties, or their duly authorized designees.

The use of the Site for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. The sale or consumption of alcoholic beverages on the Site is expressly prohibited. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, CITY, County, State, or Federal government upon the Site.

The CITY agrees that the only storage permitted on the Site shall be maintenance

materials routinely associated with the operation and maintenance of Park sites. Any such storage shall comply with the provisions of Articles XXIX and XXX of this Agreement. The Site may not be used for the storage or long-term parking of vehicles. The CITY shall secure and lock all perimeter and parking lot gates at the completion of its daily period of use, and may remove all unauthorized vehicles stationed thereon using all lawful means.

The CITY, in addition to its own utilization of the Site, shall have the option of contracting with not-for-profit parties to use the Site to provide CITY-sponsored recreational services and programs to the general public during the CITY'S Period of Use. In that event, the CITY shall be responsible during such use for all maintenance, clean-up, risk management and supervision of the Site and other terms and conditions set forth in this Agreement, the same as if the CITY itself were utilizing the Site. Further, the CITY shall require such entities or groups to provide liability insurance, naming both the CITY and the BOARD as additional insureds, in accordance with the rules and regulations established from time to time by the BOARD for use of the Site. The CITY shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD prior to such entity's use of the Site.

The Parties agree that portions of the Site shall be closed from time to time to reduce the impact on the turf or to complete turf or other maintenance activities. During periods of joint use, the Parties agree that the method, scope and scheduling of any such closure shall be as mutually agreed to by the BOARD and CITY, or their respective designees, with the Parties to work cooperatively in this regard.

The CITY shall provide proper supervision of the Site and maintain the Site safe and secure during the CITY'S Period of Use.

VI.

IMPROVEMENTS TO THE SITE BY THE CITY

The CITY may construct additional recreational improvements on the Site (hereinafter referred to as the "Work"), all at the CITY'S sole cost and expense, subject to the prior written approval of the BOARD or its designee. The CITY agrees that no construction, major repairs, alterations or improvements on the Site may be undertaken unless the plans are first submitted to and approved by the BOARD, or designee, which the BOARD may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. The plans shall be prepared in accordance with all applicable laws, rules, regulations,

statutes and codes, including, without limitation, the BOARD'S design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the CITY shall provide evidence of same to the BOARD prior to commencement of any Work. The CITY'S contractors must be pre-qualified by the BOARD before commencing the Work or any construction activities on the Site. Unless otherwise agreed to by the Parties, the BOARD'S Building department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Regulations for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the CITY upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided. All work shall be limited to those areas designated in the plans.

The CITY shall cause any and all contractors and subcontractors doing work on the Site to indemnify and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims. In addition, the CITY shall require its contractors to provide proof of insurance coverage in the types and amounts of coverage as may be reasonably required by the BOARD, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The School Board of Miami-Dade County, Florida, its members, officers and employees", as additional insured on the Commercial General Liability Insurance.

The CITY covenants and agrees that it shall indemnify and hold harmless the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the CITY on the Site.

In addition, the CITY shall cause each and every of its contractors and subcontractors to further covenant and agree, at the City's Contractor's own expense (as City Contractor is defined below), and upon written request by the BOARD, to defend any suit, action or demand

brought against the BOARD on any claim or demand arising out of, resulting from, or incidental to the City Contractor's performance under any contract by and between the CITY and/or its assigns and any and all contractors and subcontractors ("City Contractor"). This provision shall survive the expiration or early termination of this Agreement. Furthermore, the City and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with City Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between the City and/or its assigns and any City Contractor.

At the expiration, termination or cancelation of this Agreement, all improvements or facilities installed, operated and maintained by the CITY on the Site shall be surrendered in conformance with the provisions of Article XX of this Agreement.

Unless otherwise agreed to by the Parties, the CITY shall retain responsibility for Maintenance, Utilities and for Damage or Destruction, under Articles VII, IX, and XXVIII of this Agreement, as well as any required custodial services with respect to any newly constructed improvements.

VII. MAINTENANCE

The CITY, at the CITY'S expense, shall be responsible for all maintenance, repair and upkeep of the Site, as is necessary to keep the same in a good, safe, clean and code compliant condition at all times, including, without limitation, (a) turf and field maintenance and mowing, (b) maintenance and repair of all trees, landscaping and irrigation systems, (c) maintenance and repair of fences and gates along the perimeter of or located within the Site, (d) maintenance and repair of all utilities servicing the Site, (e) maintenance and repair of all buildings and improvements, including, without limitation, recreation centers, play apparatus, shelters, walking surfaces, parking areas, restrooms, etc., and (e) general maintenance and cleaning of grounds, including trash and litter pick-up and removal generated during the CITY'S Period of Use.

The BOARD, at the BOARD'S expense, shall be responsible for pick-up and removal of trash and litter generated by the BOARD during the BOARD'S Period of Use, should the BOARD initiate same, as provided for in Article V.

The CITY may apply certain herbicides and pesticides to the grounds at the Site during the CITY'S Period of Use, using a certified technician, after submitting specifications and environmental information to the BOARD or its designee, and securing written approval from same to utilize the product.

In compliance with the November 2012 version of the State Requirements for
Page 6 of 22

Educational Facilities, or its successor document, the CITY shall conduct annual inspections of any bleachers it has placed on the Site, to assure they are in a safe condition and free from hazard, and shall secure a certificate from a structural engineer on a biennial basis attesting to same. A copy of the biennial certificate shall be provided to the BOARD without demand.

Notwithstanding the above, the BOARD reserves the right to promulgate and enforce reasonable rules and regulations regarding responsibility for maintenance of the Site.

VIII.

INSURANCE

The CITY shall, on or before the Commencement Date, provide the BOARD with confirmation of the CITY'S self-insurance program or, in the alternative, proof of insurance in the types and amounts of coverage as may be reasonably required by the BOARD, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The School Board of Miami Dade County, Florida, its employees and agents", as additional insured on the Commercial General Liability Insurance. Proof of coverage shall be provided to the BOARD on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the BOARD on or before the Commencement Date of this Agreement, and shall remain in full force and effect during the term of this Agreement, and the CITY shall furnish the BOARD evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy.

IX.

UTILITIES AND OTHER SERVICES

The CITY shall be responsible for payment of any and all utilities relating to the use and operation of the Site including without limitation, electricity, water, sewer, trash collection, solid waste disposal and storm water. The CITY shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense.

X.

INDEMNIFICATION AND HOLD HARMLESS

The CITY does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or

judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the CITY. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the CITY, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed to indemnify the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's sovereign immunity.

XI.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever. The Parties hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the Site.

XII.

LIABILITY FOR DAMAGE OR INJURY

Subject to the limitations included within Section 768.28, Florida Statutes, the BOARD shall not be liable for any damage or injury which may be sustained by the CITY or any persons on or about the Site, other than damage or injury resulting from the negligent performance or

failure of performance on the part of the BOARD, its agents, representatives or employees, or failure of the BOARD to perform its covenants under this Agreement. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

Subject to the limitations included within Section 768.28, Florida Statutes, the CITY shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the Site during the BOARD'S period of use, other than damage or injury resulting from the negligent performance or failure of performance on the part of the CITY, its agents, representatives or employees, or failure of the CITY to perform its covenants under this Agreement. The CITY shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

XIII.

ASSIGNMENT AND SUBLETTING

Other than as provided for in Article V and Article XXXV, the CITY shall not, at any time during the term of this Agreement, sublet in part or whole the Site, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the Site, or permit the Site to be occupied by other persons, firms, corporations, or governmental units, without the BOARD'S prior written consent, which may be withheld at the BOARD'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a default under this Agreement, and may result, at the BOARD'S sole option, in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XIV.

OPTION TO RENEW

If not in default in performance of the obligations set forth in this Agreement, the CITY shall have the right to extend the term of this Agreement, under the same terms and conditions set forth herein, for one (1) additional term of ten (10) years from the expiration of the original term, with the mutual agreement of the BOARD, and provided the CITY gives written notice to the BOARD at least sixty (60) days prior to the expiration of the current term. Approval of such renewal requests shall not be unreasonably withheld.

XV.

CANCELLATION

In addition to the provisions of Articles XVI and XXVIII, the BOARD and CITY shall have

Page 9 of 22

the right to cancel this Agreement without cause or penalty, by giving the other Party written notice at least one (1) year prior to the effective date of said cancellation.

XVI.

DEFAULT

The BOARD shall notify the CITY in writing regarding CITY'S failure to perform or to comply with the terms and condition of this Agreement. If the CITY fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the CITY's curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the BOARD shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the CITY.

The CITY shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the CITY with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the CITY shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

XVII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peacefully have, hold and enjoy the Site, without hindrance or interference by the other Party.

XVIII.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXX, after first providing reasonable notice to the CITY, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the Site to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Site, provided such activities do not unreasonably interfere with the CITY'S use of the Site.

XIX.

TAXES AND REGULATORY COMPLIANCE

The CITY shall be responsible for payment of any taxes, fees or other assessments,

including but not limited to sales tax, which may be imposed on the Site as a result of the use and occupancy of the Site by the CITY or the Society, as hereinafter defined. If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the CITY'S or Society's use or occupancy of the Site, the CITY acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at the CITY'S sole cost and expense.

XX.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the CITY agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the Site to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The CITY shall be required to promptly remove all of the CITY'S personal property and other items belonging to the CITY from the Site. In addition, upon the expiration, cancellation or termination of this Agreement, the CITY agrees, at the BOARD'S sole option, to remove any improvements or facilities constructed by the CITY on the Site and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement. In the event the BOARD elects to retain said improvements constructed by the CITY, the CITY agrees to convey title to the improvements to the BOARD, without compensation due to the CITY. The CITY shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the Site. Any of the CITY'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXI.

AMENDMENTS

The BOARD and the CITY, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by the BOARD and the CITY and shall be incorporated as part of this Agreement.

XXII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, or as

otherwise provided by law, in the use of the Site. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Site by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIII.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXIV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXV.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVI.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the CITY. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVII.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic

mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Deputy Chief Facilities & Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
E-mail: arjio@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In the case of notice or communication to the CITY:

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any and all approvals required under this Agreement, including, without limitation, establishing use schedules, modifying the areas or periods of use, placing the CITY in default, and reviewing and approving all matters relating to the CITY'S construction of improvements on the Site, including renovation and use of the free standing building on the Site. The Superintendent of Schools or his/her designee shall also be the party designated by the BOARD to grant or deny any approvals

Page 13 of 22

required by this Agreement for the renewal, cancellation and/or termination of this Agreement as provided herein.

D. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the BOARD and counsel for the CITY may deliver Notice on behalf of the BOARD and the CITY, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXVIII

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the BOARD, in the event the Site, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the Site is rendered untenantable or unfit for the purposes intended, the CITY may, at the CITY'S sole option, either cancel this Agreement by giving written notice to the BOARD, or repair or replace the damaged/destroyed facilities, at the CITY'S expense. If the CITY opts to repair or replace the damaged/destroyed facilities, then the CITY shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place the CITY in default.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the CITY shall surrender the Site to the BOARD in compliance with Article XX of the Agreement.

Any damage or destruction sustained to the Site as a result of the BOARD'S actions shall be repaired by the BOARD at the BOARD'S sole cost and expense.

XXIX.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "Hazardous Substances" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "Environmental Law" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the Site, or arising from the CITY'S use or occupancy of the Site, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances on, at, to or from the Site. The term "Hazardous Substances Discharge" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Site (unless caused solely by the BOARD), or that arises at any time from the CITY'S use or occupancy of the Site.

The CITY shall not cause or permit to occur: (a) any violation of any Environmental Law in the Site or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Site, or the transportation to or from the Site of any Hazardous Substance.

The CITY shall, at the CITY'S expense, comply with all applicable Environmental Laws with respect to the Site. The CITY shall, at the CITY'S own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the Site during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the CITY with respect to the Site, then the CITY shall, at the CITY'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The CITY shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the Site, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the CITY'S use, generation, storage,

transportation or disposal of Hazardous Substances in or at the Site.

The CITY shall indemnify the BOARD against any Hazardous Substances Discharge demonstrated to have been caused by the CITY. The obligations and liability of the CITY under this paragraph shall survive the expiration or termination of this Agreement.

XXX.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXI.

SUBORDINATION

In addition to the provisions of Article XXXVI, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the Site, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the CITY shall execute promptly any certificate that the BOARD may request.

It is understood and agreed that all contracts by and between the CITY and third parties shall be subordinate to this Agreement. It is further understood and agreed, however, that the BOARD shall have neither fiscal responsibility nor any responsibility as to compliance of any such contract by and between the CITY and third parties.

XXXII.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS &

ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

The CITY acknowledges and accepts the authority of the BOARD to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access

the CITY'S records, its legal representatives', assigns' and contractors' records and the obligation of the CITY to retain and to make those records available upon request, and in accordance with all applicable laws. The CITY shall keep records to show its compliance with this Agreement. In addition, the CITY'S assigns, contractors and subcontractors must make available, upon the BOARD'S request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The CITY'S, its assigns, contractors and sub-contractors shall (a) retain all records for five (5) years after the completion of any construction work at the Site; and (b) the CITY shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement. Upon termination of this Agreement all public records in possession of the CITY, its assigns, and, if applicable, its contractors and subcontractors, must be transferred to the BOARD at no cost to the BOARD. If records are stored electronically, the records must be provided in a compatible format to the BOARD's operating system.

The CITY shall incorporate this provision into every contract that it enters into relating to the Site.

XXXIII.

USE OF FACILITY AS A REVENUE GENERATOR

The BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with the BOARD'S Policies, relating to the Site, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the CITY'S rights to peaceful enjoyment of the Site.

XXXIV.

REPRESENTATIONS

The CITY is duly organized, validly existing, and in good standing under the laws of the State of Florida and has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the CITY of its obligations under this Agreement, have been duly authorized by all necessary actions of the CITY, and do not contravene or conflict with any rules, regulations, policies or laws governing the CITY, or any other agreement binding on the CITY. The individual(s) executing this Agreement on behalf of the CITY has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this

Page 17 of 22

Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXV.

LICENSE AGREEMENT WITH THE SOCIETY

The CITY may enter into a license agreement with the Miami Springs Historical Society, Inc., a Florida not-for-profit corporation ("**Society**"), to allow the Society to renovate and use the existing free standing building ("**Building**") on the Site, for the operation by the Society of the Miami Springs Historical Museum. Such renovation and ongoing use of the Building by the Society shall be at no cost to the BOARD. In addition, the license agreement between the CITY and the Society shall be subject to review and approval by the School Board Attorney's Office and the District's Office of Risk and Benefits Management, with a copy of the approved and executed document to be attached as Exhibit "B" to this Agreement and made a part hereof.

XXXVI.

EASEMENTS AND OTHER LAND RESTRICTIONS

The BOARD reserves the right, in the BOARD'S sole discretion, to grant any easements, covenants, encumbrances or other land restrictions over the Site, provided such easements, covenants, encumbrances or other land restrictions do not unreasonably interfere or negatively impact the CITY'S operations at the Site. In such event, the BOARD shall provide a copy of said instrument to the CITY within ninety (90) days following recordation of same.

XXXVII.

MISCELLANEOUS PROVISIONS

- A. **RECORDATION:** Neither this Agreement nor a memorandum thereof may be recorded among the Public Records of Miami-Dade County, Florida, by either Party.
- B. **EMINENT DOMAIN:** If any part of the Site is taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The CITY may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.
- C. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state

Page 18 of 22

guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your City health department.

- D. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.
- E. BROKERS: The CITY represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of the CITY ("Indemnitor"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the BOARD ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.
- F. PROMOTION: Other than activities undertaken to promote the CITY'S recreational programs or the Society's operation of the Miami Springs Historical Museum at the Site, the CITY shall not be permitted to use the Site nor any structure thereon for promotion or advertising of any type or nature whatsoever.
- G. COUNTERPARTS: This Agreement may be signed in any number of counterparts, each of which constitutes the Agreement of the Parties and each of which will be treated as an original.

XXXVIII.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the CITY.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the BOARD and the CITY have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

CITY:
CITY OF MIAMI SPRINGS

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Alberto M. Carvalho
Superintendent of Schools
Date: _____

ATTEST:

**TO THE BOARD: APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

By: _____
City Clerk

School Board Attorney

**TO THE CITY: APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:**

By: _____
City Attorney

DRAFT

Exhibit "A"

Sketch and Legal Description of Site, certified as follows:

**"The School Board of Miami-Dade County, Florida, its successors and/or assigns; and
Walter J. Harvey, Esq., School Board Attorney and its successors in office"**

DRAFT

Exhibit B

Copy of License Agreement between the City of Miami Springs
and the Miami Springs Historical Society, Inc.

Comment [AC1]: LICENSE
AGREEMENT TO BE PROVIDED TO
CITY AND PROVIDED TO THE
DISTRICT FOR REVIEW AND
APPROVAL

DRAFT

