



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

**Vice Mayor Billy Bain
Councilwoman Roslyn Buckner**

**Councilman Bob Best
Councilman Jaime 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."

CITY COUNCIL REGULAR MEETING AGENDA Monday, November 9, 2015 – 7:00 p.m. City Hall, Council Chambers, 201 Westward Drive

1. Call to Order/Roll Call

2. Invocation: Councilman Petralanda

Salute to the Flag: Students from ISAAC Academy will lead the audience in the Pledge of Allegiance and Salute to the Flag

3. Awards & Presentations:

A) Aquatic Facility Construction Issues Discussion

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) October 26, 2015 – Regular Meeting

6. Reports from Boards & Commissions:

A) Board of Adjustment – Approval of Actions Taken at their Meeting of November 2, 2015 Subject to the 10-day Appeal Period

7. Public Hearings: None.

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

A) Approval of City Attorney's Invoice for October 2015 in the Amount of \$13,304.25

B) Recommendation by the Police Department that Council approve an expenditure of \$14,000.00 to Loxia Technologies, the lowest responsible quote after obtaining three written quotes (attached), for the purchase, installation and training of a VersaDial Audio Log for 911 operation, as these funds were approved in the FY 15/16 Budget pursuant to Section §31.11(C)(2) of the City Code

C) Recommendation by the Police Department that Council approve an expenditure of \$18,000.00 to Loxia Technologies, the lowest responsible quote after obtaining three written quotes (attached), for the purchase and installation of a new Panasonic Hybrid telephone system, as these funds were approved in the FY 15/16 Budget pursuant to Section §31.11(C)(2) of the City Code

9. Old Business:

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

B) Re-appointments to the following active Advisory Boards; Board of Adjustment/Zoning and Planning Board, Code Enforcement Board, Education Advisory Board, Historic Preservation Board, Board of Parks & Parkways, and Recreation Commission

C) Recommendation 1: Recommendation by Recreation that Council award City RFP #08-14/15 for Stafford Park Athletic Field Maintenance and RFP #09-14/15 for Peavy Dove and Prince Field Athletic Field Maintenance to Ballpark Maintenance, Inc., the lowest responsible bidder and authorize the execution of a contract (attached), in the amount of \$159,293.17, for the maintenance of the athletic fields at Stafford Park, Peavy Dove and Prince Field as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(1) of the City Code

Recommendation 2: The Recreation Department requests an additional \$19,600.30 to FY15/16 Budget account #001-5705-572.34-00 to cover the cost of our new fields maintenance contract. These funds would have to be budgeted from reserves

D) Recommendation by Recreation that Council reject the bid received in response to RFP #10-14/15 for field maintenance services for mowing, litter control, etc. After further discussion, the maintenance of these areas will be completed in-house by our Public Works Department

10. New Business:

A) Recommendation by Recreation that Council authorize the issuance and/or execution of a purchase order to Hector Turf, utilizing a cooperative purchase with National IPA under contract #120535 in an amount of \$15,530.00, for the purchase of a new Toro Sand Pro Model 3040 as funds were budgeted in the FY 15/16 Budget pursuant to Section 31.11 (E)(5) of the City Code

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Determining The Necessity And Appropriateness Of The Acquisition Of Equipment Pursuant To A Master Lease With Suntrust Equipment Finance And Leasing Corporation; Authorizing The Execution And Delivery Of Equipment Schedule No. 06 To Master Lease Agreement No. 04298; Authorizing The City Manager And Other Authorized City Officers To Execute The Lease Documentation, Evidence The Validity Of The Lease Documents, And Affix The City Seal Where Required; Directing The Execution Of Any Additional Lease Documentation By The Proper Officials And Officers Of The City In Order To Effectuate The Subject Transaction; Declaration Of Transaction Compliance With Internal Revenue Service Regulations; Effective Date

C) **Ordinance – First Reading** – An Ordinance Of The City Council Of The City Of Miami Springs Amending Code Of Ordinance Section 150-010, Roof Materials, Requirements And Re-Roofs; By Including A New Provision Permitting Flat Roofs With Continuous Parapets; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

D) Review and request from the Historic Preservation Board seeking permission to resubmit for consideration the designation of the Geiger Memorial

E) Request by the Historic Presentation Board for authorization to provide a newly drafted Designation Letter from the board

F) Consideration of the Board of Parks and Parkways Recommendations for the Yard of the Month Awards for December 2015 and January 2016

11. Other Business:

A) Consideration of Cancelling/Rescheduling the Regular Council meeting of Monday, November 23rd

12. Reports & Recommendations:

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

13. Adjourn

Please visit www.miamisprings-fl.gov for current meeting schedule or follow us on  Twitter @MIAMISPRINGSFL

Live streaming video of this meeting is available at <http://www.miamisprings-fl.gov/webcast>.

Anyone wishing to obtain a copy of an agenda item may contact the City Clerk at (305) 805-5006, download the complete agenda packet from www.miamisprings-fl.gov or view the materials at City Hall during regular business hours.

Pursuant to Florida Statute 286.0114, the City Council provides the public with a reasonable opportunity to be heard on all matters.

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 seven (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.



City of Miami Springs, Florida
City Council Meeting

Regular Meeting Minutes
Monday, October 26, 2015 7:00 p.m.

Council Chambers at City Hall
201 Westward Drive, Miami Springs, Florida

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:10 p.m.

Present were the following:

Mayor Zavier M. Garcia
Vice Mayor Bob Best
Councilman Billy Bain
Councilwoman Roslyn Buckner
Councilman Jaime A. Petralanda

City Manager Ronald K. Gorland
Assistant City Manager/Finance Director William Alonso
City Attorney Jan K. Seiden
Professional Services Supervisor Tammy Romero
City Clerk Erika Gonzalez-Santamaria

- 2. Invocation:** Offered by Councilwoman Buckner

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

- 3. Awards & Presentations:**

A) Presentation of Certificate of Sincere Appreciation Plaque to James J. Pessolano in Recognition of 18 Years of Dedicated Service to the City of Miami Springs

After welcoming remarks, Mayor Garcia presented Officer Pessolano with a plaque recognizing his years of service and Lt. Mulla then presented a gift on behalf of police administration.

B) Presentation of Certificate of Sincere Appreciation Plaque to Rene O. Alonso in Recognition of 28 Years of Dedicated Service to the City of Miami Springs

This item was pulled from the agenda and will be presented on another day.

C) Yard of the Month Award – November 2015 – Delores Orr – 31 Carlisle Drive
Ms. Orr was not present to receive the certificate at this time.

D) Presentation of Ceremonial Check in the amount of \$50,000 from the FRDAP State Grant for the Miami Springs Aquatic Center Interactive Water Play Components

Mr. Adam Belden and Mr. Jacob Benett of the Florida Park Service presented the Council with a ceremonial check in the amount of \$50,000.

4. Open Forum:

The following members of the public addressed the City Council: Steven Derenzo, Palmetto Drive and Lola Akerele, 8095 NW 12 Street.

5. Approval of Council Minutes:

A) October 12, 2015 – Regular Meeting

Vice Mayor Bain moved to approve the minutes. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

6. Reports from Boards & Commissions: None at this time.

7. Public Hearings:

A) An Ordinance Of The City Council Of The City Of Miami Springs Amending Code Of Ordinance Section 150-009, Construction Materials; By Providing An Exception For Aluminum “Florida Or Sun Rooms” That Comply With Certain Construction Conditions; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

Vice Mayor Bain moved to approve the Ordinance on second reading. Councilwoman Buckner seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

8. Consent Agenda: (Funded and/or Budgeted) None at this time.

9. Old Business:

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

There were no appointments made at this time.

Councilwoman Buckner inquired as to how to activate a committee that hasn't met in some time. The City Attorney addressed this item and answered her questions. The Council requested that the list of advisory board members that need to be reappointed be created for their consideration.

B) Update on Pool Project

Jorge Ferrer provided an update to Council on the recent PowerPoint presentation

10. New Business:

A) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Amending The Current Schedule Of Charges For The Use Of City Recreation Facilities And Related Services; Effective Date

Councilman Best moved to approve the recommendation. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

B) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Approving And Adopting A Revised City Employee “Pay Plan” For Fiscal Year 2015-2016; Reserving The Right And Authority To Amend Or Supplement The Plan; Effective Date

Vice Mayor Bain moved to approve the recommendation. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

C) Presentation and Discussion with City Lobbyist, Jose Fuentes, on the following:

- 1) Status of Annexation
- 2) Consideration of Execution of Extension of Settlement Agreement

Councilman Best moved to approve the recommendation. Councilman Petralanda seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilman Petralanda and Mayor Garcia voting Yes; Councilwoman Buckner voting No.

- 3) Recommendation by City Manager that Council approve an extension of the contract with Becker & Poliakoff, P.A. (Formerly The Fuentes & Rodriguez Consulting Group), for an additional one year period, in an amount of \$45,000.00 paid in monthly installments of \$3,750.00, for consulting and lobbying services, as funds were approved in the FY15/16 Budget, and pursuant to Section 31.11 (E)(6)(g) of the City Code and pursuant to the City’s existing contract

Vice Mayor Bain moved to approve the Ordinance. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

10. Other Business:

A) Consideration of Cancelling/Rescheduling the Regular Council meetings of Monday, November 23rd and Monday, December 28th

Vice Mayor Bain requested that this item be placed on the upcoming agenda to determine whether a second meeting in November is necessary. The Council gave general consensus on the item.

11. Reports & Recommendations:

A) City Attorney

The City Attorney had nothing to report at this time.

B) City Manager

City Manager Gorland reminded the public and Council that Halloween is Saturday. He stated that there will be a lot kids and adults walking around the City and advised to be careful when driving throughout the City.

C) City Council

Vice Mayor Best expressed his condolences to both Mr. Gorland and Mr. Alonso for their losses. He wished the public to be safe during Halloween.

Councilwoman Buckner reminded the public about Shred Day on November 18th.

Councilman Petralanda also expressed his condolences to Mr. Gorland and Mr. Alonso.

Councilman Bain provided his condolences to Mr. Gorland and Mr. Alonso. He also stated that he attended a wedding at the Curtiss Mansion and was pleased with the venue. He also requested that an awareness measure take place on the importance of bike riders wearing reflective clothing at dusk or during the night. He was also concerned with the parking at Bellas Bakery and requested that more effort be made to enforce parking.

Mayor Garcia also wished everyone a safe and happy Halloween. He also stated that his daughter, who is a sixth grader, will be playing with a high school soccer team and congratulated her.

13. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:40 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 9th day of November, 2015.*

Zavier M. Garcia, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



City of Miami Springs, Florida

The **Board of Adjustment** met in Regular Session at 6:30 p.m., on Monday, November 2, 2015 in the Council Chambers at City Hall.

1) Call to Order/Roll Call

The meeting was called to order at 6:30 p.m.

The following were present: Chairman Manuel Pérez-Vichot
Vice Chair Ernie Aloma
Juan Molina

Absent: Bill Tallman
Bob Calvert

Also present: City Attorney Jan K. Seiden
Planning and Zoning Director Chris Heid
Board Secretary Elora R. Sakal
Administrative Assistant I, Juan D. Garcia

2) Approval of Minutes

Minutes of the September 21, 2015 meeting were approved as written.

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

3) Swearing In:

Board Secretary Sakal swore in the Zoning and Planning Director, the applicants or representatives of the applicants who would testify should the Board have any questions.

4) New Business:

City Attorney Seiden advised the applicants that there are normally five active members on the Board. There are three Board members present which constitutes a quorum so the meeting can take place. In order to get relief, the applicants must get all three votes.

City Attorney Seiden stated that the applicants have the option to continue with the case tonight or postpone until the next Board of Adjustment meeting.

Both applicants chose to move forward with their cases.

**A) Case # 17-V-15
LOURDES MENENDEZ-MILITELLO
144 HOUGH DRIVE
ZONING: R-1C
LOT SIZE: 7,042 SQ. FT**

Applicant is seeking a variance in order to construct an attached flat roofed screen enclosure in the rear yard of an existing single family home.

Planning and Zoning Director Chris Heid read his recommendation to the Board.

Discussion ensued regarding the concern Chair Pérez-Vichot had with regards to Section 150-010 (f) which prohibits the screening of a porch.

City Attorney Seiden does not believe that screening constitutes living space. This case should be a variance for the screening.

City Attorney Seiden clarified that Section 150-009 reads *“open, semi-open, or screened enclosures including porches, patios, carports, or utility sheds, may be constructed of aluminum or similar fireproof materials.”* What Chair Pérez-Vichot has brought up is under Section 150-010 (f) and reads *“flat roofs would be permitted as open patios without screening in the rear yard would constitute non-living space so long as the property owner agrees that the patio area will never be enclosed as to constitute living space and will execute a recordable covenant running with the land”*.

City Attorney Seiden said that there are two variances; the rear yard setback and the fact that it will be screened.

Planning and Zoning Director Heid commented that this house does not have the minimum required rear yard setback of 25 ft. It was allowed to be built at 20 ft. which pushes the screen room a little further into the setback than it would if it had provided the 25 ft. setback.

Chair Pérez-Vichot mentioned that there had previously been a slightly larger screened patio.

Planning and Zoning Director Heid commented that there was no correspondence in favor or against the variance.

Applicant Lourdes Menendez-Militello commented that they would like to screen the patio because her husband is terribly allergic to mosquito bites.

Laura Menendez of 100 Hough Drive commented that she has no issue with the variance. Her and her daughter will also be enjoying the enclosure.

Board member Molina moved to approve the variance subject to the conditions recommended by Staff. Vice Chair Aloma seconded the motion which was carried unanimously on voice vote.

City Attorney Seiden advised the applicants of the 10 day appeal period.

**B) Case # 18-V-15
KATHIE AND MARTIN L. MARQUEZ
401 HUNTING LODGE DRIVE
ZONING: R-1B
LOT SIZE: 8,159 SQ. FT**

Applicant is seeking variances in order to enlarge an existing single family house.

Planning and Zoning Director Chris Heid read his recommendation to the Board.

Chair Pérez-Vichot asked Planning and Zoning Director Heid if the code has changed for flat roofs and Planning and Zoning Director Heid replied that the code has not changed but it is in the process of being changed.

Vice Chair Aloma commented that in this case, the applicant's plans show a parapet around the flat roof so the concern with the flat roof becomes irrelevant.

Planning and Zoning Director Heid commented that he wanted to add a second condition in which the garage not be permitted to be enclosed as a living space and remain a garage.

Chair Pérez-Vichot commented that he has a difficult time recommending something that is clearly not in the Code. The Board would be distancing themselves from the Code which is the basis for any decisions they make. Having said that, the applicants have a difficult site and it would be an improvement compared to what is currently there.

Chair Pérez-Vichot stated that on the south side of the property, Mr. Marquez is providing 20 ft. when 15 ft. is required, but on the north side, he is only providing 3 ft.

Mr. Marquez commented that he is only providing 3 ft. because of the garage.

Planning and Zoning Director Heid commented that he received one letter today in favor of the variance.

Planning and Zoning Director Heid mentioned that he distributed a footprint that Mr. Marquez provided showing the existing home in red overlaid with the proposed house in the shaded area (attached).

Vice Chair Aloma moved to deny the variances as requested. He believes that once the current home is demolished, it will be a new lot and there needs to be an effort to comply with the code. Board member Molina seconded the motion which failed 2-1 with Board member Molina being the dissenting vote.

5) Old Business: None.

6) Adjournment

There was no further business to be discussed and the meeting was adjourned at 6:54 p.m.

Respectfully submitted:

Elora R. Sakal
Board Secretary

Adopted by the Board on
this ___ day of _____, 2015.

Manny Perez-Vichot, Chair

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

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

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

November 5 for October

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	4,432.05	32.83
Human Resources Department	459.00	3.40
Risk Management	573.75	4.25
Finance Department	741.15	5.49
Professional Services	76.95	0.57
Building,Zoning & Code Enforcement Department	1,669.95	12.37
Planning	1,102.95	8.17
Police Department	380.70	2.82
Public Works Department	689.85	5.11
Recreation Department	433.35	3.21
IT Department		0.00
Golf	76.95	0.57
Senior		0.00
General - Administrative Work	<u>2,667.60</u>	<u>19.76</u>
Sub-total - General Fund	\$13,304.25	98.55
 <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	 \$13,304.25	 98.55

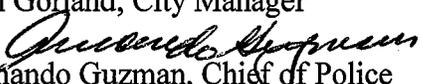


AGENDA MEMORANDUM

Meeting Date: November 9, 2015

To: The Honorable Mayor Xavier Garcia and Members of the City Council

Via: Ron Gorland, City Manager

From: 
Armando Guzman, Chief of Police

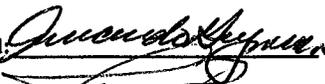
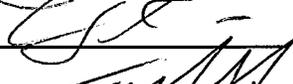
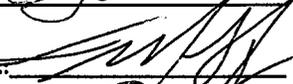
Subject: Call Recording System for Police Department

Recommendation: Recommendation by the Police Department that Council approve an expenditure of \$14,000.00 to Loxia Technologies, the lowest responsible quote after obtaining three written quotes (attached), for the purchase, installation and training of a VersaDial Audio Log for 911 operation, as these funds were approved in the FY 15/16 Budget pursuant to Section §31.11(C)(2) of the City Code.

Discussion/Analysis: The Police Department requires the ability to record all incoming calls and radio transmissions. The current system is outdated and non operable. We are requesting the funds for a VersaDial Audio Log for 911 operation, Versadial Server, radio compatible card, Windows server, back-up hard drive, installation and training.

Fiscal Impact (If applicable): N/A

Submission Date and Time: 11/04/2015 12:20 p.m.

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: 	Dept./ Desc.: <u>Police Machinery & Equipment</u>
Prepared by: <u>Leah Cates</u> 	Procurement: 	Account No.: <u>001-2001-521.64-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ <u>N/A</u>
		Current request: \$ <u>14,000.00</u>
		Total vendor amount: \$ <u>14,000.00</u>

MAGNUS SECURITY & COMMUNICATIONS
 10537 SW 185TH TERRACE
 MIAMI, FL 33157
 Tel: (786) 399-1430

Quote

Quote #

2015-624

Date

10/28/2015

Name / Address
Miami Springs PD 201 Westward Dr. Miami Springs, FL 33166-5259

Description	Qty	Cost	Total
ENGAGE RECORD FOR 911 RECORDING 5 USER LICENSE WITH 5 LINES.	1	17,800.00	17,800.00
50% UPFRONT IS REQUIRED TO PROCEED WITH THIS ORDER.		Subtotal	\$17,800.00
		Sales Tax (0.0%)	\$0.00
		Total	\$17,800.00

Owner Signature: _____

Date: _____



Estimate

500 NE 191ST ST
Miami, FL 33179

Date	Estimate #
10/28/2015	1289

P. 305.428.2190	F. 305.407.9646
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Name / Address
Miami Springs PD 201 Westward Dr. Miami Springs, FL 33166-5259

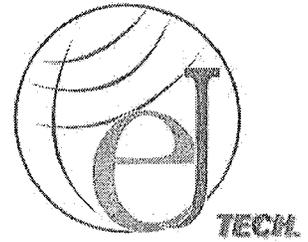
Customer P.O.

Description	Qty	Cost	Total
VersaDial Audio Log for 911 operation Versadial Server Radio Compatible Card T1/E1 Telephone compatible Card Windows Server 2008 R2 Versadial Backup Harddrive Installation & Training ***** CALL RECORDING	1	14,000.00	14,000.00
PLEASE SIGN AND FAX TO 1(305) 407-9646. A 50% DEPOSIT IS REQUIRED TO PROCEED WITH THIS ORDER; 25% DUE WHEN IMPLEMENTATION START AND 25% IS DUE UPON PROJECT COMPLETION. PLEASE REMIT PAYMENT TO: LOXIA TECHNOLOGIES 500 NE 191 STREET MIAMI, FL 33179	Subtotal		\$14,000.00
	Sales Tax (0.0%)		\$0.00
	Total		\$14,000.00

Authorized Signature: _____ Position: _____

Ej Technologies Corporation

14750sw 90ter
miami, FL 33196
(786)7605504
Meisonjf10@gmail.com
www.ejsystems.com



ESTIMATE

ADDRESS

Miami Spring PD
Miami spring PD
201 westward dr
Miami spring FI 33166

ESTIMATE # PS243

DATE 09/03/2015

ACTIVITY	QTY	RATE	AMOUNT
Product	1	23,000.00	23,000.00
VPI RECORDING SYSTEM FOR SALE CENTER AND 911 OPERATION			
Call and /or screen recording			
Live Monitoring			
Instant Recall			
PCI and HIPAA compliance			
Tag searchable CRM/CAD			
Data to call recordings			
Consolidated, mobile-friendly dashboards and scorecards			
ACD reports			
Custom metrics designer			
Real-time desktop tickers			
Wallboards			

ACTIVITY

QTY

RATE

AMOUNT

WWW.VPI-CORP.com

*Warranties Provided by the original equipment manufacturer.

*50% of the total is due upon acceptance of the proposal.

*taxes apply just on equipment...

TOTAL

\$23,000.00

Accepted By

Accepted Date



AGENDA MEMORANDUM

Meeting Date: November 9, 2015

To: The Honorable Mayor Xavier Garcia and Members of the City Council

Via: Ron Gorland, City Manager

From: Armando Guzman, Chief of Police *Armando Guzman*

Subject: Phone System for Police Department

Recommendation: Recommendation by the Police Department that Council approve an expenditure of \$18,000.00 to Loxia Technologies, the lowest responsible quote after obtaining three written quotes (attached), for the purchase and installation of a new Panasonic Hybrid telephone system, as these funds were approved in the FY 15/16 Budget pursuant to Section §31.11(C)(2) of the City Code.

Discussion/Analysis: The Police Department is in need of their own phone system. The current system is not reliable and has totally crashed numerous occasions, causing the inability to perform the duties expected of the police. Being able to receive routine and emergency calls on a 24-hour basis is a necessity to be able to deliver proper police service. We are requesting the funds for a 22-extension Panasonic Hybrid IP PBX phone system, with voicemail, paging, labor and training (including a 3 year warranty).

Fiscal Impact (If applicable): N/A

Submission Date and Time: 11/04/2015 12:20 p.m.

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <i>Armando Guzman</i>	Dept./ Desc.: <u>Police Machinery & Equipment</u>
Prepared by: <u>Leah Cates</u> <i>LC</i>	Procurement: <i>[Signature]</i>	Account No.: <u>001-2001-521.64-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <i>[Signature]</i>	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ <u>N/A</u>
		Current request: \$ <u>18,000.00</u>
		Total vendor amount: \$ <u>18,000.00</u>

MAGNUS SECURITY & COMMUNICATIONS
 10537 SW 185TH TERRACE
 MIAMI, FL 33157
 Tel: (786) 399-1430

Quote

Quote #
2015-623
Date
10/28/2015

Name / Address
Miami Springs PD 201 Westward Dr. Miami Springs, FL 33166-5259

Description	Qty	Cost	Total
THIS PROPOSAL PRESENTED TO MSPD TO INSTALL THE BELOW: PANASONIC NCP PHONE SYSTEM QT:1 PANASONIC TVA VOICEMAIL QT: 1 PANASONIC TDA PHONES QT: 22 PANASONINC ONHOLD MUSIC SYSTEM LABOR QT:1 ONE YEAR HARDWARE LIMITED WARRANTY	1	19,250.00	19,250.00
50% UPFRONT IS REQUIRED TO PROCEED WITH THIS ORDER.		Subtotal	\$19,250.00
		Sales Tax (0.0%)	\$0.00
		Total	\$19,250.00

Owner Signature: _____

Date: _____



Estimate

500 NE 191ST ST
Miami, FL 33179

Date	Estimate #
8/28/2015	1260

P. 305.428.2190 F. 305.407.9646

Name / Address
Miami Springs PD
201 Westward Dr.
Miami Springs, FL 33166-5259

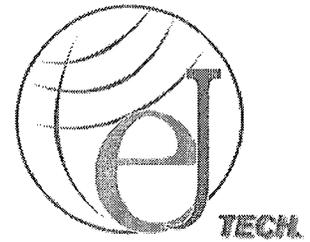
Customer P.O.

Description	Qty	Cost	Total
Estimate to install a 22 Ext phone system 1 Panasonic Hybrid IP PBX 1 Voicemail with email support 1 On Hold Announcements 2 Dispatch Phones 20 Phones Labor & Training All phone hardware has 3 year warranty. ***** PHONE SYSTEM	1	18,000.00	18,000.00
PLEASE SIGN AND FAX TO 1(305) 407-9646. A 50% DEPOSIT IS REQUIRED TO PROCEED WITH THIS ORDER; 25% DUE WHEN IMPLEMENTATION START AND 25% IS DUE UPON PROJECT COMPLETION. PLEASE REMIT PAYMENT TO: LOXIA TECHNOLOGIES 500 NE 191 STREET MIAMI, FL 33179		Subtotal	\$18,000.00
		Sales Tax (0.0%)	\$0.00
		Total	\$18,000.00

Authorized Signature: _____ Position: _____

Ej Technologies Corporation

14750sw 90ter
miami, FL 33196
(786)7605504
Meisonjf10@gmail.com
www.ejsystems.com



ESTIMATE

ADDRESS

Miami Spring PD
Miami spring PD
201 westward dr
Miami spring FI 33166

ESTIMATE # PS242

DATE 09/03/2015

ACTIVITY	QTY	RATE	AMOUNT
Product AVAYA HYBRID PARTNER CONTROL UNIT	1	4,600.00	4,600.00
WITH IP ADDON			
Product AVAYA 18D HYBRID PPHONES	20	189.00	3,780.00
Product AVAYA 34D HYBRID PHONE	2	225.00	450.00
Product AVAYA LICENSE	1	620.00	620.00
Product AVAYA RECEPTIONIST ADDON MODULE	2	102.50	205.00
Product AVAYA PROCESSING UNIT	1	952.00	952.00
Product AVAYA 10 LINE CARD	1	625.00	625.00
Product AVAYA 24 EXTENSION LINE CARD	1	728.00	728.00
Product AVAYA MUSIC ON HOLD MODULE	1	325.00	325.00
Product AVAYA VOICEMAIL MODULE	1	425.00	425.00

ACTIVITY	QTY	RATE	AMOUNT
Product Misc. WIRES AND HARDWARE INCLUDING	1	850.00	850.00
RACKMOUNT UNIT			
Product LABOR TO INSTALL AND PROGRAM AVAYA	1	4,200.00	4,200.00
SYSTEM			
Product TRAINING STAFF NOT TO EXCEE 4 HOURS	1	550.00	550.00

*50% of the total is due upon acceptance of the proposal.
*taxes apply just on equipment...

TOTAL

\$18,310.00



ALL ITEMS CARRY ONE YEAR LIMITED

MANUFACTURER WARRANTY EXCLUDING

LABOR

Accepted By

Accepted Date



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

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Erika Gonzalez-Santamaria, City Clerk
DATE: November 5, 2015
SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

<u>APPOINTMENT COUNCILMEMBER</u>	<u>CURRENT MEMBER</u>	<u>NEW TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT DATE</u>	<u>LAST APPOINTMENT DATE</u>
<u>Board of Adjustment/Zoning and Planning Board</u>				
Mayor Xavier Garcia	Juan Molina	04-30-2015	01-29-2015	01-29-2015
Vice Mayor Best	Bob Calvert	04-30-2015	01-28-2013	01-28-2013
Councilman Bain	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilwoman Buckner	Bill Tallman	04-30-2016	01-11-2010	05-14-2012
Councilman Petralanda	Manuel Pérez-Vichot	04-30-2014	12-14-1998	04-25-2011
Mayor Garcia	VACANT	10-31-2017		
<u>Architectural Review Board</u>				
Mayor Xavier Garcia	Marc Scavuzzo*	10-31-2014	08-27-2012	10-08-2012
Vice Mayor Best	Valentine Soler	10-31-2014	01-14-2013	01-14-2013
Councilman Bain	Joe Valencia*	10-31-2014	02-27-2012	02-27-2012
Councilwoman Buckner	Fredy Albiza*	10-31-2014	08-27-2012	11-19-2012
Councilman Petralanda	Ana Paula Ibarra*	10-31-2014	10-10-2011	10-08-2012
<u>Code Enforcement Board</u>				
Mayor Xavier Garcia	Jorge Filgueira*	11-30-2014	08-27-2012	08-27-2012
Mayor Xavier Garcia	Walter Dworak	09-30-2016	11-14-2005	09-14-2010
Vice Mayor Best	Marlene B. Jiménez	09-30-2015	03-02-2005	09-24-2012
Councilman Bain	John Bankston	09-30-2014	09-23-2002	09-10-2012
Councilman Bain	Rhonda Calvert	09-30-2014	09-25-2006	09-10-2012
Councilwoman Buckner	Jacqueline Martinez Regueira	09-30-2015	06-09-2003	11-19-2012
Councilman Petralanda	Robert (Bob) Williams	09-30-2016	03-10-2008	10-25-2010
<u>Code Review Board</u>				
Mayor Xavier Garcia	VACANT	04-30-2015		
Vice Mayor Best	Maria (Nuñez) Garrett	04-30-2014	05-08-2009	04-23-2012
Councilman Bain	Arthur Freyre	04-30-2017	05-19-2009	05-09-2011
Councilwoman Buckner	Dan Dorrego	04-30-2016	08-11-2003	05-24-2010
Councilman Petralanda	Jana Armstrong	04-30-2016	06-11-2001	05-10-2010
<u>Disability Advisory Board</u>				
Mayor Xavier Garcia	VACANT	12-31-2016		
Vice Mayor Best	Catherine Stadnik	12-31-2016	12-14-1998	02-14-2011
Councilman Bain	Grace Bain	12-31-2016	01-13-2014	01-13-2014
Councilwoman Buckner	Richard Barnes	12-31-2016	05-11-2009	01-24-2011
Councilman Petralanda	Thomas W. Cannon	12-31-2016		

Ecology Board

Mayor Zavier Garcia	Wendy Anderson Booher*	04-30-2015	01-12-2009	04-09-2012
Vice Mayor Best	Trina Aguila	04-30-2015	10-28-2013	10-28-2013
Councilman Bain	Carl Malek*	04-30-2017	11-22-2010	05-09-2011
Councilwoman Buckner	Marielys Acosta	04-30-2016	09-09-2013	09-09-2013
Councilman Petralanda	Michael Kobiakov	04-30-2016	08-12-2013	08-12-2013

Education Advisory Board

Mayor Zavier Garcia	Alyssa C. Roelans	05-31-2015	02-17-2015	02-17-2015
Vice Mayor Best	Constantino Hernandez	05-31-2015	04-27-2015	04-27-2015
Councilman Bain	Dr. Mara Zapata*	05-31-2015	06-13-2011	06-13-2011
Councilwoman Buckner	Ilia Molina	05-31-2015	02-05-2015	02-05-2015
Councilman Petralanda	Steve Owens	05-31-2015	05-13-2013	05-13-2013

Golf and Country Club Advisory Board

Mayor Zavier Garcia	Michael Domínguez*	07-31-2015	04-12-2010	09-26-2011
Vice Mayor Best	Mark Safreed	07-30-2015	08-08-2005	06-27-2011
Councilman Bain	George Heider	07-31-2015	08-13-2001	06-27-2011
Councilwoman Buckner	Ken Amendola*	07-31-2015	10-10-2011	10-10-2011
Councilman Petralanda	Art Rabade	07-31-2015	03-11-2013	03-11-2013

Historic Preservation Board

Mayor Zavier Garcia	Sydney Garton	01-31-2016	11-08-1993	02-08-2010
Vice Mayor Best	Charles M. Hill	02-28-2015	03-08-2004	03-26-2012
Councilman Bain	Yvonne Shonberger	02-28-2017	06-13-2005	09-10-2012
Councilwoman Buckner	Dr. James Watson	02-28-2015	06-09-2014	06-09-2014
Councilman Petralanda	Jo Ellen Phillips	01-31-2016	2-14-2013	08-26-2013

Board of Parks & Parkways

Mayor Zavier Garcia	Eric Richey	04-30-2015	02-13-1989	04-09-2012
Vice Mayor Best	Tammy K. Johnston	04-30-2015	04-27-2006	04-09-2012
Councilman Bain	Lynne V. Brooks*	04-30-2015	08-08-2011	04-09-2012
Councilwoman Buckner	Irene Priess	04-30-2017	08-13-2001	04-25-2011
Councilman Petralanda	Lee Fisher	04-30-2017	03-23-2015	03-23-2015

Recreation Commission

Mayor Zavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
Vice Mayor Best	Mark A. Johnston	04-30-2018	04-22-2013	04-22-2013
Councilman Bain	Dr. Stephanie Kondy	04-30-2017	06-13-2005	09-10-2012
Councilwoman Buckner	Miguel Becerra	04-30-2015	09-09-2015	09-09-2015
Councilman Petralanda	Alexander Anthony	04-30-2016	08-12-2013	08-12-2013

* Architectural Review Board

Ecology Board - Council confirmation required per §32.40

Education Advisory Board - Council confirmation required per §32.99 (A)

Board of Parks and Parkways – Council confirmation required per §32.30

“No Board/Commission member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the City Council.”



AGENDA MEMORANDUM

Meeting Date: November 9, 2015

To: The Honorable Mayor Zavier Garcia and Members of the City Council

Via: Ron Gorland, City Manager

From: Erika Gonzalez-Santamaria, MMC, City Clerk

Subject: Re-appointments to Boards

Recommendation: Recommendation that Council re-appoint the members listed below for the respective advisory board they sit on.

Discussion/Analysis: The following members need to be reappointed in order to continue serving as members of their respective board.

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Board of Adjustment/Zoning and Planning Board</u>				
Mayor Zavier Garcia	Juan Molina	04-30-2015	01-29-2015	01-29-2015
Vice Mayor Best	Bob Calvert	04-30-2015	01-28-2013	01-28-2013
Councilman Petralanda	Manuel Pérez-Vichot	04-30-2014	12-14-1998	04-25-2011
<u>Code Enforcement Board</u>				
Mayor Zavier Garcia	Jorge Filgueira*	11-30-2014	08-27-2012	08-27-2012
Vice Mayor Best	Marlene B. Jiménez	09-30-2015	03-02-2005	09-24-2012
Councilman Bain	John Bankston	09-30-2014	09-23-2002	09-10-2012
Councilman Bain	Rhonda Calvert	09-30-2014	09-25-2006	09-10-2012
Councilwoman Buckner	Jacqueline Martinez Regueira	09-30-2015	06-09-2003	11-19-2012
<u>Education Advisory Board</u>				
Mayor Zavier Garcia	Alyssa C. Roelans	05-31-2015	02-17-2015	02-17-2015
Vice Mayor Best	Constantino Hernandez	05-31-2015	04-27-2015	04-27-2015
Councilman Bain	Dr. Mara Zapata*	05-31-2015	06-13-2011	06-13-2011
Councilwoman Buckner	Ilia Molina	05-31-2015	02-05-2015	02-05-2015
Councilman Petralanda	Steve Owens	05-31-2015	05-13-2013	05-13-2013
<u>Historic Preservation Board</u>				
Vice Mayor Best	Charles M. Hill	02-28-2015	03-08-2004	03-26-2012
Councilwoman Buckner	Dr. James Watson	02-28-2015	06-09-2014	06-09-2014

Board of Parks & Parkways

Mayor Zavier Garcia	Eric Richey	04-30-2015	02-13-1989	04-09-2012
Vice Mayor Best	Tammy K. Johnston	04-30-2015	04-27-2006	04-09-2012
Councilman Bain	Lynne V. Brooks*	04-30-2015	08-08-2011	04-09-2012

Recreation Commission

Councilwoman Buckner	Miguel Becerra	04-30-2015	09-09-2015	09-09-2015
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Fiscal Impact (If applicable): N/A

Submission Date and Time: 11/04/2015 4:20 p.m.

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Clerk</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>-</u>
Prepared by: <u>Erika Santamaria</u>	Procurement: _____	Account No.: _____
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/Funded <input type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ _____



AGENDA MEMORANDUM

Meeting Date: 11/9/2015

To: The Honorable Mayor Xavier Garcia and Members of the City Council

Via: Ron Gorland, City Manager *[Signature]*

From: Omar L. Luna, Recreation Director

Subject: Athletic Field Maintenance for Stafford, Peavy Dove and Prince Field

RECOMMENDATION 1: Recommendation by Recreation that Council award City RFP #08-14/15 for Stafford Park Athletic Field Maintenance and RFP #09-14/15 for Peavy Dove and Prince Field Athletic Field Maintenance to Ballpark Maintenance, Inc., the lowest responsible bidder and authorize the execution of a contract (attached), in the amount of \$159,293.17, for the maintenance of the athletic fields at Stafford Park, Peavy Dove and Prince Field as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(1) of the City Code.

DISCUSSION: This is for the overall maintenance of the athletic fields at Stafford Park, Peavy Dove and Prince Field. This does not include the common areas of these facilities which is being addressed in a separate agenda item. The contract includes the following: mowing, fertilization, aerification, weed control, insect control, pre-emergent herbicide, etc.

FISCAL IMPACT: This contract is an annual contract, however, due to timing of the contract periods we will only need an approval for a 10 month period for FY15/16. In September we extended our current contracts for maintenance of Peavy/Dove, Prince Field and the common areas with SFM and maintenance of Stafford Parks field with Ballpark on a month-to-month basis until a recommendation to award was made. For this reason, we will have already decreased our FY 15/16 budgeted amount of \$133,000.00 by \$19,856.00 for (2) months (months of October and November invoices) leaving a balance of \$113,144.00 in the FY15/16 budget.

With 10 months remaining in this FY, if approved, Ballparks Purchase Order will be opened in the amount of \$132,744.30 (for invoices from Dec. 2015 through Sept. 2016). Taking into count that the remaining balance of \$113,144.00 from above (per the previously committed month-to-month invoices), we will have a shortfall of \$19,600.30

RECOMMENDATION 2: The Recreation Department requests an additional \$19,600.30 to FY15/16 Budget account #001-5705-572.34-00 to cover the cost of our new fields maintenance contract. These funds would have to be budgeted from reserves.

\$133,000.00	Amount originally Budgeted for FY 15/16
- \$ 19,856.00	Amount deducted for Month-to-Month (Oct. and Nov.) paid to SFM and Ballpark
\$113,144.00	Remaining balance in FY15/16 Budget
- \$132,744.30	Amount needed for new Ballpark contract (10 months remaining in current FY)
\$ (19,600.30)	Shortfall in budget - Amount needed from designated fund balance

Submission Date and Time: 11/5/2015 3:36 PM

<p>Submitted by:</p> <p>Department: <u>Recreation</u></p> <p>Prepared by: <u>Omar Luna</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Approved by (sign as applicable):</p> <p>Dept. Head: <u><i>[Signature]</i></u></p> <p>Procurement: <u><i>[Signature]</i></u></p> <p>Asst. City Mgr.: <u><i>[Signature]</i></u></p> <p>City Manager: <u><i>[Signature]</i></u></p>	<p>Funding:</p> <p>Dept./ Desc.: <u>Parks and Recreation</u></p> <p>Account No.: <u>001-5705-572.34-00</u></p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ <u>\$133,000.00</u></p> <p>Current request: \$ <u>\$ 19,601.00</u></p> <p>Total vendor amount: \$ <u>\$152,601.00</u></p>
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STAFFORD PARK ATHLETIC FIELD MAINTENANCE RFP#08-14/15
PEAVY/DOVE AND PRINCE ATHLETIC FIELD MAINTENENACE RFP#09-14/15
AWARD CONTRACT

THIS AGREEMENT made and entered into this ____ day of November, 2015, by and between the CITY OF MIAMI SPRINGS, a Municipal Corporation organized and existing under the Laws of the State of Florida, (hereinafter referred to as "City"), and BALLPARK MAINTENANCE, INC., (hereinafter referred to as Contractor);

WITNESSETH:

WHEREAS, the City of Miami Springs has determined it is necessary and in the best public interest to establish a contract for STAFFORD PARK, PEAVY/DOVE AND PRINCE FIELD ATHLETIC FIELD MAINTENANCE and,

WHEREAS, the City of Miami Springs has solicited RFP# 08-14/15 FOR STAFFORD PARK AND RFP# 09-14/15 FOR PEAVY/DOVE AND PRINCE FIELD; and,

WHEREAS, Contractor has properly submitted its RFP# 08-14/15 FOR STAFFORD PARK AND RFP# 09-14/15 FOR PEAVY/DOVE AND PRINCE FIELD for STAFFORD PARK, PEAVY/DOVE AND PRINCE FIELD ATHLETIC FIELD MAINTENANCE as set forth in the attached Contract documents and in accordance with the terms and conditions thereof; and,

WHEREAS, the City administration and the City of Miami Springs City Council have determined that the **response** of Contractor to the City's RFP# 08-14/15 FOR STAFFORD PARK AND RFP# 09-14/15 FOR PEAVY/DOVE AND PRINCE FIELD is the most acceptable response

meeting specifications for the certain items contained in the City's published September 29th, 2015;
and,

WHEREAS, the City of Miami Springs City Council accepted the **response** of Contractor to provide STAFFORD PARK, PEAVY/DOVE AND PRINCE FIELD ATHLETIC FIELD MAINTENANCE at its City council meeting of November 9th, 2015 and directed the preparation of this RFP# 08-14/15 FOR STAFFORD PARK AND RFP# 09-14/15 FOR PEAVY/DOVE AND PRINCE FIELD Award Contract for execution by the City and Contractor;

NOW, THEREFORE, the parties to this Contract hereby agree as follows:

1. **RECITALS**. That the foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. That the following listed "Contract Documents" for this RFP# 08-14/15 FOR STAFFORD PARK AND RFP# 09-14/15 FOR PEAVY/DOVE AND PRINCE FIELD award are attached hereto and by this specific reference made a part hereof, to-wit:

- a) The Legal Notice of the RFP# 08-14/15 FOR STAFFORD PARK AND RFP# 09-14/15 FOR PEAVY/DOVE AND PRINCE FIELD
- b) General Conditions and Instructions.
- c) Contractor Questionnaire and Acknowledgement Form
- d) Special Conditions
- e) Request for Proposal Requirements
- f) Scope of Work Specifications of RFP# 08-14/15 FOR STAFFORD PARK AND RFP# 09-14/15 FOR PEAVY/DOVE AND PRINCE FIELD
- g) Additional Forms:
 - Certification Regarding Drug- Fee Workplace
 - Equal Employment Opportunity Clause For Contracts
 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - Indemnification and Hold Harmless
 - Anti-Kickback Affidavit
 - Non-Collusive Affidavit
 - Rate Sheet

- Maps of Fields
- h) Amendment 1 dated October 12, 2015
- i) Response of Contractor to RFP# 08-14/15 FOR STAFFORD PARK AND RFP# 09-14/15 FOR PEAVY/DOVE AND PRINCE FIELD

3. **BOUND BY DOCUMENTS.** That the parties mutually agree to be bound by the aforesaid "Contract Documents" in the administration and completion of this Contract.

4. **CONTRACTOR REPRESENTATIONS.** That Contractor represents and warrants to the City that the Contractor (i) possesses all qualifications, licenses and expertise required by the RFP# 08-14/15 FOR STAFFORD PARK AND RFP# 09-14/15 FOR PEAVY/DOVE AND PRINCE FIELD for the performance of the requested services; (ii) is and shall be, at all times during the term hereof, fully qualified and trained to perform the services and (iii) will perform the services in the manner described in the Contract Documents.

5. **CONTRACT SERVICES.** That this RFP# 08-14/15 FOR STAFFORD PARK AND RFP# 09-14/15 FOR PEAVY/DOVE AND PRINCE FIELD Award Contract shall encompass the following work to be performed by the Contractor, to-wit:

STAFFORD PARK, PEAVY/DOVE AND PRINCE FIELD ATHLETIC FIELD MAINTENANCE

in the contracted amounts of:

STAFFORD PARK \$61,917.53 annually

PEAVY/DOVE AND PRINCE FIELD \$97,375.64 annually

6. **CONTRACTOR DUTIES.** That Contractor agrees to provide all services, materials, and equipment necessary for the timely completion of its duties and responsibilities as set forth in its proposal and all other referenced and attached "Contract Documents".

7. **OWNERSHIP OF INFORMATION AND DOCUMENTS.** That Contractor understands and agrees that any information, document, report or any other material which is given by the City to Contractor or which is otherwise obtained or prepared by Contractor, pursuant to or under the terms of this Contract, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

8. **PAYMENT.** That the City agrees to make all payments to the Contractor for all work performed in accordance with the terms and conditions for payment contained in the referenced and attached "Contract Documents".

9. **BUDGETARY APPROPRIATION.** That notwithstanding anything contained herein to the contrary, the parties hereto mutually acknowledge that in the event that no funds or insufficient funds are budgeted and appropriated during any term of the contract for the payment of the obligations hereunder to the Contractor, the City's obligations under this Contract shall automatically terminate on the last day of the fiscal year in which funds were budgeted and appropriated for this Contract.

10. **AUDIT AND INSPECTION RIGHTS.**

A. That the City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Contractor under this Contract, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Contract. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after the final payment is made under this Contract.

B. That the City may, at all reasonable times during the term hereof, inspect Contractor's facilities and perform such tests as the City deems reasonably necessary to determine whether the goods or services required to be provided by Contractor under this Contract conform to the terms hereof. Contractor shall make available to the City all applicable facilities, at a reasonable time, and will assist with the facilitation of any tests or inspections by City representatives.

11. **SOLICITATION OF CONTRACT:** That Contractor represents and warrants to the City that Contractor has not employed or retained any person or company employed by the City to solicit or secure this Contract and that Contractor has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Contract.

12. **PUBLIC RECORDS.** That Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertinent to this Contract, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply

with the provisions of these sections shall result in the immediate cancellation of this Contract by the City.

13. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:**

That Contractor understands that Contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, and record keeping. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

14. **INDEMNIFICATION.** That Contractor shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction of loss of any property arising out of, resulting from or in connect with the performance or non-performance of the services contemplated by this Contract which is, in whole or in part, by any act, omission, default or negligence or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement.

15. **DEFAULT.** That if Contractor fails to comply with any term or condition of this Contract or fails to perform any of its obligations hereunder, then Contractor shall be default. Upon the occurrence of a default hereunder the City, in addition to all remedies available to it by law may, as provided herein, upon written notice to Contractor, terminate this Contract whereupon all

payments, advances, or other compensation paid by the City to Contractor for the period during which Contractor was in default shall be immediately returned to the City. Contractor understands and agrees that termination of this Contract under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence performance of the services within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to the City for expenses incurred as a result of the non-performance including all costs and expenses incurred by the City in the re-procurement of services, including consequential and incidental damages.

16. **RESOLUTION OF CONTRACT DISPUTES WITH CITY.** That Contractor understands and agrees that all disputes between Contractor and the City based upon an alleged violation of the terms of this Contract by the City shall be submitted to the City Manager for resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. Contractor shall not be entitled to seek judicial relief unless Contractor has first received the City Manager's written decision, within a reasonable period of time after submission, which fails to resolve the matters in dispute between the parties.

17. **CITY'S TERMINATION RIGHTS.**

A. That the City shall have the right to terminate this Agreement at any time following Contractor's receipt of written notification of default and Contract termination to be effective thirty (30) days thereafter. In such event, the City shall pay to Contractor compensation for services rendered and City approved expenses incurred prior to the effective date of termination.

B. That the City shall have the right to terminate this Contract upon the occurrence of an event of default hereunder in the event that Contractor fails to cure a default within 30 days of receiving notice of the default. In such event the City shall not be obligated to pay any amounts to Contractor for any period during which the Contractor was in default and Contractor shall reimburse to the City all amounts received for any period during which Contractor was in default under this Contract.

18. **INSURANCE.** That Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by the City. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage shall be furnished to the City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be cancelled during the performance of the services under this Contract without thirty (30) calendar days prior written notice to the City. Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that Contractor shall, at any time, upon request, file duplicate copies of the policies of such insurance with the City.

19. **NONDISCRIMINATION.** That Contractor represents and warrants to the City that Contractor does not and will no engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Contract on account of race, color, sex, religion, age, handicap, marital status or national origin. Contractor 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 Contract.

20. **ASSIGNMENT.** That this Contract shall not be assigned by Contractor, in whole or in part, without the prior written consent of the City Manager, which may be withheld or conditioned, in the City Manager's sole and exclusive discretion.

21. **LIQUIDATED DAMAGES. Not Applicable.**

22. **CONTRACT DURATION.**

This contract will be in effect for a one (1) year period effective from date of award and the prices quoted hereunder shall be firm to the City of Miami Springs for the duration of the contract. Prior to, or upon completion, of that initial term, the City of Miami Springs shall have the option to renew this contract for an additional four (4) one (1) year periods on a year-to-year basis. The renewals are contingent upon satisfactory performance by the contractor and availability of funds.

23. **NOTICES.** All Notices or other communications required under this Contract, 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 address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

Kevin, Hardy, President
BALLPARK MAINTENANCE, INC.,
8836 SW 131 Street
Miami, FL 33176

TO THE CITY:

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

24. **ATTORNEY FEES AND COSTS.** That should it become necessary for either party to this Contract to bring suit to enforce any provisions hereof or for damages on account of any breach of this Contract, 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.

25. **APPLICABLE LAW AND VENUE.** THIS AGREEMENT and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Florida. In the event of litigation in regard to the parties' agreement, the venue for such action shall be in Miami-Dade County, Florida.

26. **PUBLIC RECORDS PROVISION.** That Contractor understands public records, subject to the provisions of Section 119.0701, Florida Statutes, is created to read:

(1) For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service. (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

27. MISCELLANEOUS PROVISIONS.

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

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

C. That no waiver or breach of any provisions of this Contract shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. That should any provision, paragraph, sentence, word or phrase contained in this Contract 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 Contract shall remain unmodified and in full force and effect or limitation of its use.

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

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

G. That Contractor has been procured and is being engaged to provide services to the City as an Independent Contractor, and not as an agent or employee of the City. Accordingly, Contractor 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. Contractor further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Contractor, and Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Contract.

H. That this instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of the date hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force or effect.

I. That this Contract may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed to be an original Contract.

CITY OF MIAMI SPRINGS,
A Municipal Corporation

BY: _____
RONALD K. GORLAND, City Manager

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, CMC
City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared RONALD K. GORLAND and ERIKA GONZALEZ-SANTAMARIA, the City Manager and City Clerk respectively, of the City of Miami Springs,

[] personally known to me, or
[] produced identification: _____

who being first duly sworn by me, state that they have executed the foregoing Contract for the purposes herein expressed.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2015.

NOTARY PUBLIC, State of Florida at Large

MY COMMISSION EXPIRES:

BALLPARK MAINTENANCE, INC.,

BY: _____
Print Name: _____
Print Title: _____

ATTEST:

Print Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared _____
_____, President and Secretary respectively, of the
firm of BALLPARK MAINTENANCE, INC.,

personally known to me, or
 produced identification: _____

who being first duly sworn by me, state that they have executed the foregoing Contract for the purposes herein expressed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2015.

NOTARY PUBLIC, State of Florida at Large

MY COMMISSION EXPIRES:



AGENDA MEMORANDUM

Meeting Date: 11/9/2015

To: The Honorable Mayor Xavier Garcia and Members of the City Council

Via: Ron Gorland, City Manager *Ron*

From: Omar L. Luna, Recreation Director

Subject: Common Area Maintenance for all Park Facilities

RECOMMENDATION:

Recommendation by Recreation that Council reject the bid received in response to RFP #10-14/15 for field maintenance services for mowing, litter control, etc. After further discussion, the maintenance of these areas will be completed in-house by our Public Works Dept.

DISCUSSION:

The City posted the RFP #10-14/15 for the maintenance of common areas. South Florida Maintenance was the only responsible bidder in the amount of \$52, 416.00. After further discussion with Tom Nash, Public Works Director we feel confident that Public Works can provide the same if not better maintenance to our common areas at no additional costs to their budget or the Recreation budget.

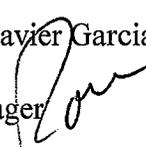
FISCAL IMPACT: None.

Submission Date and Time: 11/4/2015 1:56 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u><i>Omar Luna</i></u>	Dept./ Desc.: <u>None</u>
Prepared by: <u>Omar Luna</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>None</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>None</u>
Budgeted/ Funded: <input type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>None</u>
		Current request: \$ <u>None</u>
		Total vendor amount: \$ <u>None</u>



AGENDA MEMORANDUM

Meeting Date: 10/23/2015
To: The Honorable Mayor Xavier Garcia and Members of the City Council
Via: Ron Gorland, City Manager 
From: Omar L. Luna, Recreation Director
Subject: Toro Sand Pro

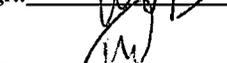
RECOMMENDATION:

Recommendation by Recreation that Council authorize the issuance and/or execution of a purchase order to Hector Turf, utilizing a cooperative purchase with National IPA under contract # 120535 (attached), in an amount of \$15,530.00, for the purchase of a new Toro Sand Pro Model 3040 as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: Purchase a Toro Sand Pro Model#3040 with a QAS Nail Drag and Drag Mat Carrier System. Need to replace existing Sand Pro due to age of equipment, repair cost and difficulty obtaining replacement parts. Funding approved in the FY 15/16 budget utilizing National IPA Contract # 120535. This will be part of the SunTrust Lease Option over five (5) years.

FISCAL IMPACT: Annual lease payment of \$3,106.00 budgeted in FY15-16 budget.

Submission Date and Time: 10/28/2015 3:27 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: 	Dept./ Desc.: <u>Parks & Recreation/Machinery & Equipment</u>
Prepared by: <u>Omar Luna</u>	Procurement: 	Account No.: <u>001-5705-572.64-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ <u>3,106.00</u>
		Current request: \$ _____
		Total vendor amount: \$ <u>3,106.00</u>



1301 NW 3rd Street
Deerfield Beach, FL 33442
Tel 954-429-3200 Fax 954-725-6701

Quotation

Sold To:

City of Miami Springs
Attn: Mr. Omar Luna
Recreation Director
Via E-mail: lunao@miamisprings-fl.gov

Date: 09/30/15
Quote # 60515-2
Terms N30

City of Miami Springs				
Qty.	Model	Description	Unit Price	Extension
1	08706	Toro Sand Pro 2040Z	\$ 9,039.14	\$ 9,039.14
1	08717	Nail Drag	\$ 1,414.64	\$ 1,414.64
1	08718	Finish Drag Mat Kit	\$ 421.50	\$ 421.50
Total for (1) Sand Pro 2040Z				\$ 10,875.28
OR				
1	08703	Toro Sand Pro 3040	\$ 13,424.59	\$ 13,424.59
1	08761	QAS Nail Drag	\$ 1,043.97	\$ 1,043.97
1	08756	Drag Mat Carrier System	\$ 1,061.17	\$ 1,061.17
Total for (1) Sand Pro 3040				\$ 15,529.73

Toro Pricing per National IPA Account

Terms:

All prices quoted FOB Deerfield Beach unless otherwise indicated.
The preceding pricing is valid for 30 Days.
Prices and incentives based upon complete package purchase.
Prices include assembly where applicable and accessibility to parts and service manuals.
Timing of delivery may vary and is subject to manufactures availability.
Purchaser is responsible for applicable taxes and duties.
No credit card payments on equipment purchases.
Thank you for considering Hector Turf for your equipment needs.
If I can be of any further assistance, please do not hesitate to contact me.

Quotation Provided By:

HECTOR TURF

Doug Francis
Sales Account Representative
Commercial Products

Patricia A. Bradley

From: Laurie Bland
Sent: Wednesday, October 07, 2015 11:10 AM
To: Patricia A. Bradley
Subject: FW: Toro National IPA Contract & Ordering Process From Hector Turf
Attachments: Toro Company Pricing.pdf; Toro_Contract Amendment As of 2015.pdf; Toro National IPA Executive Summary for National IPA Contract# 120535.pdf

From: Malvis Moya [mailto:sales@hectorturf.com]
Sent: Thursday, September 24, 2015 3:17 PM
To: 'Laurie Bland' <blandl@miamisprings-fl.gov>
Cc: Doug Francis <dfrancis@hectorturf.com>
Subject: Toro National IPA Contract & Ordering Process From Hector Turf

Toro National IPA Executive Summary for National IPA Contract# 120535

Enclosed and below is information on the Toro National IPA Contract and Ordering Process

<http://www.nationalipa.org/>

National IPA is a cooperative purchasing organization dedicated to serving:

- City/Local Government
- County Government
- State Government
- Public and Private Educational Institutions and Systems
- Special Districts
- Government-Education Healthcare Entities
- Nonprofits

National IPA Contracting Process

All agreements offered through National IPA have been awarded via a thorough Request for Proposal (RFP) competitive solicitation by a public agency (Principal Procurement Agency, PPA). The contracting process is the foundation of National IPA and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National IPA ensures that industry best practices, processes and procedures are applied.

The Process

1. The Principal Procurement Agency (PPA) prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.
2. The PPA issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences/meetings.
3. Interested suppliers respond to the solicitation.
4. The PPA evaluates the responses, negotiates the final terms and conditions and ultimately awards the master agreement.

5. All documentation is posted on the National IPA website and made available to the public.

National IPA is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The PPA teams and the National IPA team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

The Principal Procurement Agencies

The Principal Procurement Agencies (PPA) who currently solicit and award cooperative contracts available through National IPA are considered some of the best procurement teams in the nation. National IPA is honored to be partnered with the best-of-the-best when it comes to process, procedures and industry leaders.

For a complete listing of current PPAs, click here http://www.nationalipa.org/ppa_list.html

If you have additional questions, please feel free to call National IPA at (866) 408-3077.

<image003.jpg>100 Years Strong

Malvis Moya

Administrative Assistant
Commercial/Irrigation Sales Division
HECTOR TURF
Office: 954.429.3200 ext. 214
Fax: 954.725.6701
sales@hectorturf.com
www.hectorturf.com

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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 120535-01
CONTRACT AMENDMENT NO. 2
PAGE 1
CONTRACT OFFICER: LLOYD B. WINDLE ll/swb

THIS CONTRACT IS AMENDED AS FOLLOWS:

GROUNDSKEEPING, GOLF AND SPORTSFIELD MAINTENANCE EQUIPMENT

Pursuant to Contract Number 120535-01 Special Terms and Condition, Paragraph 6, the City is hereby exercising its option to renew the contract for the time period of **November 27, 2014 through November 26, 2015.**

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 27th DAY



OF October, 2014, AT TUCSON, ARIZONA.

Signature _____ Date 10/27/14

Darren Redetzke Vice President, Commercial Business
Typed Name and Title

The Toro Company
Company Name

8111 Lyndale Ave S
Address

darren.redetzke@toro.com
Email Address

Bloomington MN 55420
City State Zip



Marcheta Gilesple, C.P.M., CPPO, CPPB, CPM

As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: October 2, 2013

CONTRACT NO.: 120535
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
SB
CONTRACT OFFICER: LLOYD B. WINDEE, II

THIS CONTRACT IS AMENDED AS FOLLOWS:

GROUNDSKEEPING, GOLF AND SPORTS FIELDS MAINTENANCE EQUIPMENT

Pursuant to Contract No. 120535-01, Special Terms and Conditions, Section 4, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of November 27, 2013 through November 26, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 15 DAY
OF oct, 2013, AT TUCSON, ARIZONA.

Darren Redetzke 10/15/2013
Signature Date
DARREN REDETZKE VICE PRESIDENT
Typed Name and Title

THE TORO COMPANY

THE TORO COMPANY
Company Name
811 Lyndale Av S.
Address
Darren.Redetzke@toro.com
Email Address
Bloomington, MN 55420
City State Zip

Marcheta Gillespie
Marcheta Gillespie, C.P.M., C.P.P.O., C.R.P.B., C.P.M.
as Director of Procurement and not personally

City of Tucson
Contract
For
Grounds Maintenance Equipment
With
The Toro Company

Effective: November 27, 2012

The following documents comprise the executed contract between the City of Tucson and The Toro Company, effective November 27, 2012:

- I. Signed Offer and Acceptance
- II. Negotiated Confirmation Letter dated November 9, 2012
- III. Toro's Response to Request for Best and Final Offer, October 29, 2012
- IV. Toro's Response to Request for Revise Offer, September 20, 2012
- V. Toro's Response to the Interview Agenda, September 6, 2012
- VI. Toro's Response to the Request for Proposal
- VII. The Terms and Conditions of the Request For Proposal, incorporated by reference

National Cooperative, Term and
Renewal, Scope and Pricing
language are found in the RFP

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

THE TORO COMPANY

Company Name

8111 LYNDALE AV. S.

Address

BLOOMINGTON MN 55420

City

State

Zip

[Signature]

Signature of Person Authorized to Sign

DARREN REDETZKE

Printed Name

VICE PRESIDENT

Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 120535.

Approved as to form this 27th day of Nov, 2012.

CITY OF TUCSON, a municipal corporation

Awarded this 26 day of November, 2012.

[Signature]
As Tucson City Attorney and not personally

[Signature]
As Director of Procurement and not personally

November 9, 2012

Mr. Pete Whitacre
The Toro Company
8111 Lyndale Ave. S.
Bloomington, MN 55420

Sent this day via email to:
pate.whitacre@toro.com

**RE: City of Tucson RFP #120535 -- Groundskeeping, Golf and Sports Field
Maintenance Equipment
Negotiation Confirmation Letter**

Dear Mr. Whitacre:

Based on previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, The Toro Company must specify such in a written response to this request.

A. Negotiated Items:

The following agreement and clarifications have been made between the City of Tucson and The Toro Company with regard to Request for Proposal No. 120535.



2. Parts Pilot Program:

- a. It is agreed that OEM and Performance Parts are included in this contract.
 - b. The pilot program is limited to the territory covered by Simpson Norton. If successful, the contract will be amended to add national coverage.
 - c. Additional details are contained in The Toro Company Revised Offer.
3. Price Lists: It is agreed that the discount off each product line is applied to the current MSRP. MSRP price lists are typically revised and published with an effective date of November 1.
 4. Used Equipment: It is agreed that used equipment is included in the contract, but that no administrative fee is applicable. The authorized Toro distributors will provide pricing based on fair market value for available equipment.
 5. Golf Irrigation: At this time, Golf Irrigation equipment is not included in the contract. The City is amenable to re-consider this product line during the term of the contract.
 6. pCard: pCard is accepted for payment with a convenience fee allowable per Visa guidelines at the distributor level.
 7. Payment Terms: Payment terms are Net 30. Late fees may be applicable.
 8. Field Day: It is agreed that the City of Tucson's Toro Distributor shall conduct an annual field day for the City of Tucson to include in general a demonstration of equipment, education programs, training programs, etc. Similar programs could be provided by other participating Toro distributors for their respective agencies.

B. Order of Precedence:

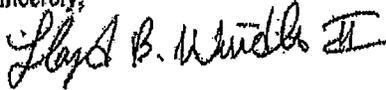
The following documents comprise the order of precedence of the executed contract.

1. Negotiated Confirmation Letter dated ~~October 30, 2012~~ *November 9, 2012*
2. Firm's Response to Request for Best and Final Offer
 - a. The Toro Company Best and Final Offer email and attachment dated October 29, 2012.
3. Firm's Response to Request for Revised Offer
 - a. The Toro Company Revised Offer Response email and attachment dated September 20, 2012.
4. Firm's Response to Interview Agenda
 - a. The Toro Company Interview Agenda Response email and attachment dated September 6, 2012.
5. Firm's Response to Request for Proposal
 - a. The Toro Company Request for Proposal Response.

Your response to this letter must be received by the City's Department of Procurement on or before November 13, 2012 at 4:00 PM local Arizona time.

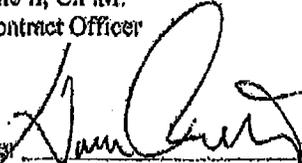
The City of Tucson appreciates your interest in this contract. If you should have any questions, please do not hesitate to contact me at (520) 837-4105.

Sincerely,



Lloyd Windle II, C.P.M.
Principal Contract Officer

Concurrence:



Darren Redetzko, Vice President

Date:

11/12/2012

o: File No. 120535

RESOLUTION NO. 2015 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, DETERMINING THE NECESSITY AND APPROPRIATENESS OF THE ACQUISITION OF EQUIPMENT PURSUANT TO A MASTER LEASE WITH SUNTRUST EQUIPMENT FINANCE AND LEASING CORPORATION; AUTHORIZING THE EXECUTION AND DELIVERY OF EQUIPMENT SCHEDULE NO. 06 TO MASTER LEASE AGREEMENT NO. 04298; AUTHORIZING THE CITY MANAGER AND OTHER AUTHORIZED CITY OFFICERS TO EXECUTE THE LEASE DOCUMENTATION, EVIDENCE THE VALIDITY OF THE LEASE DOCUMENTS, AND AFFIX THE CITY SEAL WHERE REQUIRED; DIRECTING THE EXECUTION OF ANY ADDITIONAL LEASE DOCUMENTATION BY THE PROPER OFFICIALS AND OFFICERS OF THE CITY IN ORDER TO EFFECTUATE THE SUBJECT TRANSACTION; DECLARATION OF TRANSACTION COMPLIANCE WITH INTERNAL REVENUE SERVICE REGULATIONS; EFFECTIVE DATE

WHEREAS, the City Council of the City of Miami Springs desires to obtain certain equipment (the "Equipment") described in Equipment Schedule No. 06 to the Master Lease Agreement No. 04298 (collectively, the "Lease") with SunTrust Equipment Finance and Leasing Corporation the form of which has been reviewed by the City prior to the passage of this Resolution; and,

WHEREAS, the subject Equipment is essential for the City to perform its governmental functions; and,

WHEREAS, the funds made available under the Lease will be applied to the acquisition of the Equipment in accordance with the Lease; and,

WHEREAS, the City has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and,

WHEREAS, the City proposes to enter into the Lease with SunTrust Equipment Finance and Leasing Corporation substantially in the form previously reviewed by staff and being presented to the City Council:

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

Section 1: That the City Council of the City of Miami Springs hereby finds and determines that the terms of the Lease in the form presented to the City Council and incorporated into this Resolution are in the best interests of the City for the acquisition of the Equipment.

Section 2: That the City Council of the City of Miami Springs hereby determines that the Lease and the acquisition and financing of the Equipment under the terms and conditions as described therein are hereby authorized and approved.

Section 3: That the City Council of the City of Miami Springs hereby authorizes the City Manager of the City of Miami Springs, and any other officer of the City who shall have the power to execute contracts on behalf of the City, to execute, acknowledge and deliver the Lease with any changes, insertions and omissions therein as may be approved by the officers who execute the Lease; that such approval is to be conclusively evidenced by such execution and delivery of the Lease; that the City Manager or Assistant City Manager/Finance Director of the City of Miami Springs, and any other officer of the City so empowered, are hereby authorized to affix the official seal of the City to the Lease and attest the same.

Section 4: That the City Council of the City of Miami Springs hereby authorizes and directs the proper officials and officers of the City to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, other documents, any and all other acts and things necessary and proper for carrying out this Resolution and the Lease.

Section 5: That the City Council of the City of Miami Springs hereby authorizes and directs that pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), the subject Lease is a "qualified tax-exempt obligation" for purposes of Section 265(b) (3) of the Code.

Section 6: That this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this _____ day of _____, 2015, on a motion by _____ and seconded by _____.

Vice Mayor Bain
Councilman Best
Councilwoman Buckner
Councilman Petralanda
Mayor Garcia

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, MMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney



SENT VIA EMAIL

alonsow@miamisprings-fl.gov

November 05, 2015

City of Miami Springs, FL
William Alonso, Assistant City manager
201 Westward Drive
Miami Springs, FL 33166

Re: Equipment Schedule #04298-006

Dear Mr. Alonso:

Enclosed you will find the following documentation with regards to financing equipment for your review and execution:

Schedule Documentation:

- Exhibit A-Equipment Schedule No. 06
- Acceptance Certificate
- Payment Schedule
- Exhibit B-1-Tax Agreement and Arbitrage Certificate
- Exhibit C-Resolution of Governing Body
- Exhibit D-Incumbency Certificate
- Exhibit E-Opinion of Counsel Letter dated November 13,2015
- Exhibit F - Escrow Agreement, with its Schedule I and Exhibit A;
- Exhibit G-1-Confirmation of Outside Insurance
- Exhibit for Self-Insurance to Lease and Addendum
- Disbursement Authorization
- 8038-G – SunTrust Equipment Finance & Leasing Corp., no longer provide the service of completing or submitting the 8038-G to the IRS.
- Please copy the following link and complete the appropriate form: http://apps.irs.gov/app/picklist/list/formsPublications.html;jsessionid=oe6S1Sxb2WJLCum-hAK0OQ_?value=8038-G&criteria=formNumber. Please place a copy of the 8038-G that your office will be submitting to the IRS with your executed documents. We will follow-up within 30 days for a copy of the receipt of confirmation.
 - Invoice – please return check for fees with documents

Please return the enclosed executed documents, via priority express delivery service (ex. Fed Ex or UPS), for my receipt on or Thursday, November 12, 2015 for funding on November 13, 2015 as indicated below.

Patrece Donadelle 404-813-4316 SunTrust
Equipment Finance & Leasing Corp.
303 Peachtree St., 25th Floor
Atlanta, GA 30308

If you should have any questions or comments, please call me directly at 404-813-4316 or
via email at patrece.donadelle@suntrust.com

Sincerely,

Patrece Donadelle

Patrece Donadelle

Bank Officer- Closer

CITY OF MIAMI SPRINGS, FL
INDEX TO LEGAL DOCUMENTS
BANK-QUALIFIED -ESCROW

Master Lease Agreement No. 04298, Dated 11/2/05; ON FILE

Exhibit A - Equipment Schedule No. 05;

Acceptance Certificate;

Payment Schedule;

Exhibit B-1 - Tax Agreement and Arbitrage Certificate;

Exhibit C - Resolution of Governing Body;

Exhibit D - Incumbency Certificate;

Exhibit E - Opinion of Counsel;

Exhibit F - Escrow Agreement, with its Schedule I and Exhibit A;

Exhibit G-1 Confirmation of Outside Insurance;

Exhibit G-2 Questionnaire for Self-Insurance to Lease and Addendum;

Form 8048-G.

**EQUIPMENT SCHEDULE NO. 06
TO LEASE NO. 04298**

The following Equipment comprises an Equipment Group which is the subject of the Master Lease Agreement dated as November 2, 2005 (the "Agreement") between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms each of its representations, warranties and covenants contained in the Agreement. Lessee warrants that no Non-Appropriation and no Event of Default, or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, has occurred under the Agreement. An Acceptance Certificate and Payment Schedule are attached to this Equipment Schedule and by reference are made a part hereof. The terms capitalized in this Equipment Schedule but not defined herein shall have the meanings assigned to them in the Agreement.

EQUIPMENT GROUP

The cost of the Equipment Group to be funded by Lessee under this Lease is **\$362,500.00** (the "Acquisition Cost"). The Equipment Group consists of the following Equipment which has been or shall be purchased from the Vendor(s) named below for the prices set forth below:

Two (2) Peterson RS3 Trash Cranes	\$319,000.00
One (1) Toro Groundmaster 3500-D	\$30,500.00
One (1) Toro Sand Pro	\$13,000.00

TOTAL AMOUNT: \$362,500.00

The Equipment Group is essential to the governmental functions of Lessee. The Equipment Group is or will be located at the following address(es). Prior to relocation of the Equipment Group or any portion thereof during the Lease Term, Lessee will provide written notice to Lessor:

**MIAMI SPRINGS GOLF CLUB
650 CURTISS PARKWAY
MIAMI SPRINGS, FL 33166**

CITY OF MIAMI SPRINGS, FL,
Lessee

**SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.,**
Lessor

By: _____
Name: Ronald K. Gorland
Title: City Manager
Date: _____

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

Address: 201 Westward Drive
Miami Springs, FL 33166

Address: 3333 Peachtree Road, 3rd Floor
Atlanta, GA 30326

Telephone: 305/805-5011
Facsimile: 305/805-5037

Telephone:
Facsimile:

ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee identified below and, with respect to the above referenced Equipment Schedule and Lease, that:

1. The Equipment described below has been delivered and installed in accordance with Lessee's specifications, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date indicated below:

2. Attached are (a) evidence of insurance with respect to the Equipment in compliance with Article VII of the Agreement; (b) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof (evidence of official intent to reimburse such payment as required by the Code having been delivered separately by Lessee); and (c) financing statements executed by Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is subject to certificate of title laws.

3. Rental Payments shall be due and payable by Lessee on the dates and in the amounts indicated on the Payment Schedule attached to the Equipment Schedule. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Fiscal Year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current Fiscal Year. Lessee anticipates that sufficient funds shall be available to make all Rental Payments due in subsequent Fiscal Years.

4. Lessee hereby authorizes and directs Lessor to fund the Acquisition Cost of the Equipment by paying, or directing the payment by Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof

_____ 6. **Final Acceptance Certificate.** This Acceptance Certificate constitutes final acceptance of all of the Equipment identified in the Equipment Schedule described above. Lessee certifies that upon payment in accordance with paragraph 4 above, or direction to Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease. [CHECK BOX IF APPLICABLE.]

CITY OF MIAMI SPRINGS, FL,
Lessee

By: _____
Name: Ronald K. Gorland
Title: City Manager
Date: _____

PAYMENT SCHEDULE

The Funding Date with respect to the above referenced Equipment Group shall November 13, 2015. Lessor shall retain any interest or income accruing between the Funding Date and the date on which interest begins to accrue in accordance with the Payment Schedule more fully set forth below. The annual Interest rate applicable to the Equipment Group shall be 2.300%. The first Rental Payment is due on February 13, 2016 and subsequent payments are due quarterly as set forth below.

Payment Number	Payment Date	Payment Amount	Interest Component	Principal Component	Prepayment Price
0	11/13/2015	-	-	-	NA
1	2/13/2016	19,239.17	2,084.39	17,154.78	348,798.67
2	5/13/2016	19,239.17	1,985.75	17,253.42	331,372.72
3	8/13/2016	19,239.17	1,886.54	17,352.63	313,846.57
4	11/13/2016	19,239.17	1,786.76	17,452.41	296,219.64
5	2/13/2017	19,239.17	1,686.41	17,552.76	278,491.35
6	5/13/2017	19,239.17	1,585.48	17,653.69	260,661.13
7	8/13/2017	19,239.17	1,483.97	17,755.20	242,728.38
8	11/13/2017	19,239.17	1,381.88	17,857.29	224,692.52
9	2/13/2018	19,239.17	1,279.20	17,959.97	206,552.95
10	5/13/2018	19,239.17	1,175.93	18,063.24	188,309.08
11	8/13/2018	19,239.17	1,072.07	18,167.10	169,960.30
12	11/13/2018	19,239.17	967.60	18,271.57	151,506.02
13	2/13/2019	19,239.17	862.54	18,376.63	132,945.63
14	5/13/2019	19,239.17	756.87	18,482.30	114,278.51
15	8/13/2019	19,239.17	650.60	18,588.57	95,504.05
16	11/13/2019	19,239.17	543.72	18,695.45	76,621.64
17	2/13/2020	19,239.17	436.22	18,802.95	57,630.66
18	5/13/2020	19,239.17	328.10	18,911.07	38,530.48
19	8/13/2020	19,239.17	219.36	19,019.81	19,320.47
20	11/13/2020	19,239.17	109.99	19,129.18	-
	total	384,783.40	22,283.40	362,500.00	
		=====	=====		

CITY OF MIAMI SPRINGS, FL,
 Lessee

By: _____
 Name: Ronald K. Gorland
 Title: City Manager
 Date: _____

* After payment of Rental Payment due on such date.

[Escrow]

Lease Number: 04298
Equipment Schedule: 06**TAX AGREEMENT AND ARBITRAGE CERTIFICATE**

This **TAX AGREEMENT AND ARBITRAGE CERTIFICATE** (this "Certificate") is executed and delivered by **CITY OF MIAMI SPRINGS, FL** ("Lessee") in favor of **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** and its successors and assigns ("Lessor") in connection with that certain Master Lease Agreement dated as of November 2, 2005 (the "Agreement") and the Equipment Schedule referenced above (the "Equipment Schedule"), each by and between Lessor and Lessee. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Agreement and the Equipment Schedule (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **\$362,500.00** (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by **SUNTRUST BANK**, as escrow agent ("Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of November 13, 2015, (the "Escrow Agreement"), by and between Lessor, Lessee and Escrow Agent.

1.4. Lessee will complete and timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. Lessee has not issued, and reasonably anticipates that it and its subordinate entities, if any, will not issue, tax-exempt obligations (including the Lease) in the amount of more than \$10,000,000 during the current calendar year. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code and agrees that it and its subordinate entities, if any, will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Other than the Principal Amount held under the Escrow Agreement, Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents. As used in this certificate, the term "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1. It is contemplated that the entire Principal Amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield in excess of the yield on the Lease.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by April 18, 2015.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless: (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

[(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed \$5,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above.]¹

Section 5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

Section 6. No Private Use; No Consumer Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private

¹ Not applicable to all transactions; see amount limitation.

Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.1, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Post-Issuance Compliance.

8.1 In the event an action takes place (or is anticipated to take place) that will cause the Equipment not to be used for qualified uses under Section 141 of the Code, Lessee will consult with bond counsel as soon as practicable about taking remedial action as described in Treasury Regulation Section 1.141-12. Lessee will take all actions necessary to ensure that the "nonqualified bonds" (as defined in Treasury Regulation Section 1.141-12) are properly remediated in accordance with the requirements of the Treasury Regulations. Lessee is familiar with the Internal Revenue Service's Voluntary Compliance Agreement Program pursuant to which issuers of tax-exempt debt may voluntarily resolve violations of the Code and applicable Treasury Regulations on behalf of the holders of such debt or themselves through closing agreements with the Internal Revenue Service.

8.2. Lessee will actively monitor the requirements of the Code and the Treasury Regulations (a) set forth in this certificate and confirm that such requirements are met no less than once per year; (b) related to the allocation and accounting of proceeds to capital projects and will maintain a list that specifies the allocation of proceeds of the Lease to the costs of the Equipment; (b) related to arbitrage limitations, including yield restriction, rebate requirements and the investment of gross proceeds of the Lease. The offices within Lessee that are currently responsible for such monitoring are the administration and accounting departments.

Section 9. Miscellaneous.

9.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

9.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

9.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

IN WITNESS WHEREOF, this Tax Agreement and Arbitrage Certificate has been executed on behalf of Lessee as of November 13, 2015.

CITY OF MIAMI SPRINGS, FL,
Lessee

By: _____
Name: Ronald K. Gorland
Title: City Manager
Date: _____

[Escrow]

Lease Number: 04298
Equipment Schedule: 06

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the ____ day of _____, _____, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 06, AN ESCROW AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the governing body of **CITY OF MIAMI SPRINGS, FL** (“Lessee”) desires to obtain certain equipment (the “Equipment”) described in Equipment Schedule No. 06 to the Master Lease Agreement (collectively, the “Lease”), between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** (“Lessor”) and Lessee, the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be deposited with **SUNTRUST BANK** (“Escrow Agent”) pursuant to an Escrow Agreement between Lessor, Lessee and Escrow Agent (the “Escrow Agreement”) and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, Lessee has satisfied the legal requirements, including those relating to any applicable public bidding requirements, to arrange for the acquisition of the Equipment and the execution and delivery of the Lease and the Escrow Agreement; and

WHEREAS, Lessee proposes to enter into the Lease with **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** and the Escrow Agreement with Lessor and Escrow Agent substantially in the forms presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Lease and the Escrow Agreement (collectively, the “Financing Documents”) in substantially the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The City Manager of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The City Clerk of Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”), Lessee hereby specifically designates the Lease as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 5. This resolution shall take effect immediately.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Lease and Escrow Agreement executed on behalf of Lessee are the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: _____, 2015

CITY OF MIAMI SPRINGS, FL,
Lessee

By: _____
Name: Ronald K. Gorland
Title: City Manager

Attested By: _____
Name: Erika Gonzalez-Santamaria
Title: MMC, City Clerk

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting **City Clerk** of **CITY OF MIAMI SPRINGS, FL**, a political subdivision duly organized and existing under the laws of the State of Florida ("Lessee"), that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names.

I further certify that (i) the officers of Lessee listed below have the authority on behalf of Lessee to execute and deliver the Master Lease Agreement dated as of **November 02, 2005** between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, and Lessee, all Equipment Schedules thereunder and all other documents, agreements and certificates contemplated by the foregoing; and (ii) the signatures set opposite the respective names and titles of such officers are their true and authentic signature.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>	<u>PHONE NUMBER</u>
Ronald K. Gorland	City Manager		305/805-5011

IN WITNESS WHEREOF, I have duly executed this certificate as of this ____ day of _____, _____.

By:
Name: Erika Gonzalez-Santamaria
Title: MMC, City Clerk

[LETTERHEAD OF LESSEE'S COUNSEL]

November 13, 2015

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

3333 Peachtree Road, 3rd Floor
Atlanta, GA 30326

Re: Master Lease Agreement dated as of November 2, 2005 (the "Agreement") by and between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** ("Lessor") and **CITY OF MIAMI SPRINGS, FL** ("Lessee")

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the above-referenced Agreement and related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement and Equipment Schedule No. 06 executed pursuant thereto (together with the Agreement, the "Lease") and the Escrow Agreement dated as of November 13, 2015 between Lessor, Lessee and SunTrust Bank, as escrow Agent (the "Escrow Agreement," and together with the Lease, the "Financing Documents"). The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion that:

1. Lessee is a political subdivision of the State of Florida (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has the power under applicable law to enter into the Financing Documents, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Financing Documents have been duly authorized, executed and delivered by and on behalf of Lessee, and are legal, valid and binding obligations of Lessee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.
4. The authorization and execution of the Financing Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Lease and the obligation to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee, the authority of Lessee or its officers or its employees to enter into the Financing Documents, the proper authorization and/or execution of the Financing Documents or the documents contemplated thereby, the obligation of Lessee to make Rental Payments under the Lease, or the ability of Lessee otherwise to perform its obligations under the Financing Documents and the transactions contemplated thereby. To the best of our knowledge, no such litigation, action, suit or proceeding is threatened.
7. The Equipment is personal property, and when used by Lessee will not be or become fixtures under the laws of the State.
8. Resolution No. _____ of the governing body of Lessee was duly and validly adopted by such governing body on _____, _____, and such resolution has not been amended, modified, supplemented or repealed and remains in full force and effect.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Very truly yours,

(type name and title under signature)

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

ESCROW AGREEMENT

This **ESCROW AGREEMENT**, made and entered into as of the Date shown on Schedule I, by and among **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, a Virginia corporation (“Lessor”), the lessee named on Schedule I, which is a political subdivision or public body politic and corporate of the State or Commonwealth shown on Schedule I (“Lessee”), and **SUNTRUST BANK**, a Georgia banking corporation, as Escrow Agent (“Escrow Agent”).

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RECITALS

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Escrow Agreement, have the meanings specified below or on Schedule I.

“**Acquisition Costs**” means, with respect to the Equipment, the contract price paid or to be paid to the person entitled to such payment upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract herefore. Acquisition Costs may include the administrative, engineering, legal, financial and other costs incurred by Lessee in connection with the acquisition, delivery and financing of the Equipment, if approved by Lessor.

“**Equipment**” means the personal property described in the Acceptance Certificate executed pursuant to the Lease, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Equipment Acquisition Fund.

“**Equipment Acquisition Fund**” means the account by that name established and held by Escrow Agent pursuant to Article II of this Escrow Agreement.

“**Escrow Agent Fee**” has the meaning set forth in Section 6.1 and the amount of such Escrow Agent Fee is shown on Schedule I.

“**Escrow Agreement**” means this Escrow Agreement and any duly authorized and executed amendment or supplement hereto.

“**Initial Deposit Amount**” means the amount shown as the Initial Deposit Amount on Schedule I.

“**Lease**” means the Master Lease, together with the Equipment Schedule identified on Schedule I, by and between Lessee and Lessor, and any duly authorized and executed amendment or supplement thereto.

“**Master Lease**” means the Master Lease Agreement, dated as of the date shown on Schedule I, by and between Lessee and Lessor, including any Equipment Schedules entered into thereunder and any duly authorized and executed amendment or supplement thereto.

“**Payment Request Form**” means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

“**Qualified Investments**” means the ST Leasing – Corp Agency NOW Account, a SunTrust Deposit Account for Escrow customers of SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and SunTrust Bank. By signing this Escrow Agreement, Lessee acknowledges that such Qualified Investment is a permitted investment under any state, county or municipal law applicable to the investment of Lessee’s funds.

ARTICLE II. APPOINTMENT OF ESCROW AGENT; AUTHORITY

Section 2.1. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent to receive, hold, invest and disburse the moneys to be paid to Escrow Agent pursuant to this Escrow Agreement and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent hereunder.

Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no additional duties or obligations shall be implied hereunder. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform any of its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may be incurred as a result of Escrow Agent so acting or failing to so act; *provided, however*, Escrow Agent shall not be relieved from liability for damages arising out of its proven gross negligence or willful misconduct under this Escrow Agreement. Escrow Agent shall in no event incur any

liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel, which may be counsel to any party hereto, given with respect to any question relating to the duties and responsibilities of Escrow Agent hereunder or (ii) any action taken or omitted to be taken in reliance upon any instrument delivered to Escrow Agent and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall not be bound in any way by any agreement or contract between Lessor and Lessee, including the Master Lease, whether or not Escrow Agent has knowledge of any such agreement or contract.

Section 2.2. Authority. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution of this Escrow Agreement by the representatives whose signatures are affixed hereto.

ARTICLE III. EQUIPMENT ACQUISITION FUND

Section 3.1. Equipment Acquisition Fund. Escrow Agent shall establish a special escrow account designated as the "Equipment Acquisition Fund" (the "Equipment Acquisition Fund"), shall keep such Equipment Acquisition Fund separate and apart from all other funds and moneys held by it and shall administer such Equipment Acquisition Fund as provided in this Escrow Agreement.

Section 3.2. Deposit. Upon execution of the Lease and delivery to Lessor by Lessee of all documents required to be delivered thereunder, Lessor shall deposit or cause to be deposited with Escrow Agent an amount equal to the Initial Deposit Amount. Escrow Agent shall credit such amount to the Equipment Acquisition Fund. The Initial Deposit Amount is to be sent by Lessor to Escrow Agent by wire transfer to: **SunTrust Bank, ABA# 061000104, Account# 9443001321, Account Name: Escrow Services Richmond, Beneficiary as shown on Schedule I, Attention: Matthew Ward.**

Section 3.3. Disbursements. Escrow Agent shall use the moneys in the Equipment Acquisition Fund from time to time to pay the Acquisition Cost of each item of Equipment, within a reasonable time of receipt with respect thereto of a Payment Request Form executed by Lessor and Lessee. Upon receipt of a Payment Request Form executed by Lessor and Lessee, an amount equal to the Acquisition Cost as shown therein shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Payment Request Form may have schedules, invoices and other supporting document attached to it, Lessor will send to Escrow Agent only the page or pages showing the signatures of Lessor and Lessee, the Acquisition Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Payment Request Form without the need to review or verify any such schedules, invoices or other supporting documentation.

Section 3.4. Transfers Upon Completion. Unless all of the funds deposited by Lessor in the Equipment Acquisition Fund have been previously disbursed pursuant to Section 3.3 or paid to Lessor pursuant to Section 3.5, on the Ending Date shown on Schedule I, Escrow Agent shall pay upon written direction all remaining moneys in the Equipment Acquisition Fund to Lessor or its assignee for application as a prepayment of the unpaid Principal under the related Lease. Any amounts paid pursuant to this Section 3.4 shall be subject to a prepayment fee equal to two percent (2%) of such amount. Lessor shall apply amounts received under this Section 3.4 first to unpaid fees, late charges and collection costs, if any, which have accrued or been incurred under the Master Lease, then to overdue Principal and Interest on the Lease and then, in the sole discretion of Lessor, either (i) to Principal payments thereafter due under the Lease in the inverse order of their maturities or (ii) proportionately to each Principal payment thereafter due under the Lease. In the event that Lessor elects to apply any such amounts in accordance with clause (i) of the preceding sentence, Lessee shall continue to make Rental Payments as scheduled in the applicable Payment Schedule. In the event that Lessor elects to apply such amounts in accordance with clause (ii) of this Section 3.4, Lessor shall provide Lessee with a revised Payment Schedule which shall reflect the revised Principal balance and reduced Rental Payments due under the Lease. Capitalized terms used in this Section 3.4, but not defined herein, shall have the meanings given to such terms in the Lease. Escrow Agent shall have no responsibility to see to the appropriate application of any moneys returned under this Section 3.4.

Section 3.5. Liquidation. Upon receipt of written notice from Lessor or Lessee that the Lease has been terminated pursuant to Sections 3.2 or 12.2 thereof, Escrow Agent shall liquidate all investments held in the Equipment Acquisition Fund and transfer the proceeds thereof and all other moneys held in the Equipment Acquisition Fund to Lessor.

Section 3.6. Responsible Party. Lessee shall be responsible for the initiation of the disbursement process pursuant to Section 3.3 hereof. Neither Escrow Agent nor Lessor shall be responsible for any additional monies assessed to Lessee resulting from disbursements made from the Equipment Acquisition Fund.

ARTICLE IV. TRUST; INVESTMENT

Section 4.1. Irrevocable Trust. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessor and Lessee, and such moneys, together with any income or interest earned, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee (other than Lessor's security interest granted hereunder).

Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists in the Equipment Acquisition Fund or any part of the Equipment Acquisition Fund or to file any financing statement under the Uniform Commercial Code of any jurisdiction with respect to the Equipment Acquisition Fund or any part thereof.

Section 4.2. Investment. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent only in Qualified Investments. Such investments shall be registered in the name of Escrow Agent and held by Escrow Agent for the benefit of Lessor and Lessee. Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article IV. Such investments and re-investments shall be made giving full consideration for the time at which funds are required to be available. Any income received on such investments shall be credited to the Equipment Acquisition Fund and any loss on such investments shall be charged to the Equipment Acquisition Fund. Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article IV.

Section 4.3. Disposition of Investments. Escrow Agent shall, without further direction from Lessor or Lessee, sell such investments as and when required to make any payment from the Equipment Acquisition Fund.

Section 4.4. Accounting. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement which shall be available for inspection by Lessor or Lessee, or the agent of either of them, at any time during regular business hours upon prior written request. Escrow Agent shall furnish to Lessor and Lessee no less than quarterly an accounting of all investments and interest and income therefrom.

Section 4.5. Termination. This Escrow Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder. Notwithstanding the foregoing, this Escrow Agreement shall not be considered to be terminated until all fees, costs and expenses of Escrow Agent have been paid in full. Upon termination, Escrow Agent shall be discharged from all duties and responsibilities under this Escrow Agreement.

ARTICLE V. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 5.1. Validity. Escrow Agent may act upon any writing or instrument or signature which it believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so, and Escrow Agent shall be under no duty to make any investigation or inquiry as to any of the foregoing. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same.

Escrow Agent shall be entitled to rely upon any statement, certificate, document or instrument presented to it by or on behalf of Lessee by any of Lessee's Authorized Representatives shown on Schedule I and shall be entitled to rely upon any such statement, certificate, document or instrument presented to it by any other person who identifies himself or herself as an authorized representative of Lessee.

Section 5.2. Use of Counsel and Agents. Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers. Escrow Agent shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder and shall be paid or reimbursed the reasonable fees and expenses of such counsel, as provided in Section 6.1. Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

Section 5.3. Interpretation. As an additional consideration for and as an inducement for Escrow Agent to act hereunder, it is understood and agreed that, in the event of any disagreement between the parties to this Escrow Agreement or among them or any other persons resulting in adverse claims and demands being made in connection with or for any money or other property involved in or affected by this Escrow Agreement, Escrow Agent shall be entitled, at the option of Escrow Agent, to refuse to comply with the demands of such parties, or any of such parties, so long as such disagreement shall continue. In such event, Escrow Agent shall make no delivery or other disposition of the Equipment Acquisition Fund or any part of the Equipment Acquisition Fund. Anything herein to the contrary notwithstanding, Escrow Agent shall not be or become liable to such parties or any of them for the failure of Escrow Agent to comply with the conflicting or adverse demands of such parties or any of such parties.

Escrow Agent shall be entitled to continue to refrain and refuse to deliver or otherwise dispose of the Equipment Acquisition Fund or any part thereof or to otherwise act hereunder, as stated above, unless and until:

1. the rights of such parties have been finally settled by binding arbitration or duly adjudicated in a court having jurisdiction of the parties and the Equipment Acquisition Fund; or
2. the parties have reached an agreement resolving their differences and have notified Escrow Agent in writing of such agreement and have provided Escrow Agent with indemnity satisfactory to Escrow Agent against any liability, claims or damages resulting from compliance by Escrow Agent with such agreement.

In the event of a disagreement between such parties as described above, Escrow Agent shall have the right, in addition to the rights

described above and at the option of Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all money and property comprising the Equipment Acquisition Fund and may take such other legal action as may be appropriate or necessary, in the opinion of Escrow Agent. Upon such tender, the parties hereto agree that Escrow Agent shall be discharged from all further duties

and responsibilities under this Escrow Agreement; *provided, however*, that the filing of any such legal proceedings shall not deprive Escrow Agent of its compensation hereunder earned prior to such filing and discharge of Escrow Agent of its duties and responsibilities hereunder.

The parties hereto jointly and severally agree that, whether under this Section 5.3 or any other provisions of this Escrow Agreement, in the event any controversy arises under or in connection with this Escrow Agreement or the Equipment Acquisition Fund or in the event that Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or the Equipment Acquisition Fund, to pay to Escrow Agent reasonable additional compensation for its extraordinary services and to reimburse Escrow Agent for all costs and expenses associated with such controversy or litigation, including reasonable attorney's fees.

Section 5.4. Limited Liability of Escrow Agent. Escrow Agent shall not be liable in connection with the performance or observation of its duties or obligations hereunder except for in the case of its proven gross negligence or willful misconduct. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by such party hereunder or under the Master Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it as Escrow Agent hereunder.

Section 5.5. Indemnification. Escrow Agent shall have no obligation to take any legal action in connection with this Escrow Agreement or towards its enforcement, or to appear in, prosecute or defend any action or legal proceeding which would or might involve it in any cost, expense, loss or liability unless security and indemnity, as provided in this Section 5.5, shall be furnished.

To the extent permitted by applicable law, Lessee agrees to indemnify Escrow Agent and its officers, directors, employees and agents and save Escrow Agent and its officers, directors, employees and agents harmless from and against any and all Claims (as hereinafter defined) and Losses (as hereinafter defined) which may be incurred by Escrow Agent or any of such officers, directors, employees or agents as a result of Claims asserted against Escrow Agent or any of such officers, directors, employees or agents as a result of or in connection with Escrow Agent's capacity as such under this Escrow Agreement by any person or entity. For the purposes hereof, the term "Claims" shall mean all claims, lawsuits, causes of action or other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, cross action or impleader) Escrow Agent or any such officer, director, employee or agent, even if groundless, false or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, result from, relate to or be based upon, in whole or in part: (a) the acts or omissions of Lessor or Lessee, (b) the appointment of Escrow Agent as escrow agent under this Escrow Agreement, or (c) the performance by Escrow Agent of its powers and duties under this Escrow Agreement; and the term "Losses" shall mean losses, costs, damages, expenses, judgments and liabilities of whatever nature (including but not limited to attorneys', accountants' and other professionals' fees, litigation and court costs and expenses and amounts paid in settlement), directly or indirectly resulting from, arising out of or relating to one or more Claims. Upon the written request of Escrow Agent or any such officer, director, employee or agent (each referred to hereinafter as an "Indemnified Party"), and to the extent permitted by law, Lessee agrees to assume the investigation and defense of any Claim, including the employment of counsel acceptable to the applicable Indemnified Party and the payment of all expenses related thereto and, notwithstanding any such assumption, the Indemnified Party shall have the right, and Lessee agrees to pay the cost and expense thereof, to employ separate counsel with respect to any such Claim and participate in the investigation and defense thereof in the event that such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Party which are different from or additional to those available to either Lessor or Lessee. Lessee hereby agrees that the indemnifications and protections afforded Escrow Agent in this Section 5.5 shall survive the termination of this Escrow Agreement.

ARTICLE VI. COMPENSATION

Section 6.1. Escrow Agent Fee. Escrow Agent and/or Lessor shall be paid by Lessee the Escrow Agent Fee shown on Schedule I for the ordinary services to be rendered hereunder (the "Escrow Agency Fees") from interest earnings from a deduction taken by Lessor and expressly authorized by Lessee at the time the Escrow Account is closed, and will be paid and/or reimbursed by Lessee upon request for all costs, expenses, disbursements and advances, such as reasonable attorney's fees and court costs, incurred or made by Escrow Agent in connection with carrying out its duties hereunder, including the costs, expenses, disbursements and advances described in Sections 5.2, 5.3 and 6.2. The Escrow Agent Fee and such other costs, expenses, disbursements and advances shall be payable solely from the interest earnings from the Equipment Acquisition Fund. In the event a shortfall occurs, said shortfall shall be the responsibility of Lessee and not the responsibility of Escrow Agent, Lessor, or their agents or assigns. Such shortfall shall be paid by Lessee to Escrow Agent within 30 days following receipt by Lessee of a written statement setting forth such shortfall.

Section 6.2. Investment Fees. Escrow Agent shall be entitled to charge reasonable fees and commissions in connection with the investment by it of amounts held in the Equipment Acquisition Fund (the "Investment Fees"). Investment Fees are more fully delineated and defined in any prospectus referenced in or attached to the attached Schedule I. Other Investment Fees may apply for self-directed

investment choices or for extraordinary investments outside the Qualified Investment defined herein. Lessor and Lessee hereby authorize Escrow Agent to periodically deduct the Investment Fees from investment earnings on the Equipment Acquisition Fund.

Section 6.3. Security for Fees and Expenses. As security for all fees and expenses of Escrow Agent hereunder and any and all losses, claims, damages, liabilities and expenses incurred by Escrow Agent in connection with its acceptance of appointment hereunder or with the performance of its obligations under this Escrow Agreement and to secure the obligation of Lessee to indemnify Escrow Agent as set forth in Section 5.5, Escrow Agent is hereby granted a security interest in and a lien upon the Equipment Acquisition Fund, which security interest and lien shall be prior to all other security interests, liens or claims against the Equipment Acquisition Fund or any part thereof.

ARTICLE VII. CHANGE OF ESCROW AGENT

Section 7.1. Removal of Escrow Agent. Lessor and Lessee, by written agreement, may by written request, at any time and for any reason, remove Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and be subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or the requirements of any federal or state supervising or examining authority, then for the purposes of this Section 7.1, the combined capital and surplus of such bank or trust company may be conclusively established in its most recent report of condition so published.

Section 7.2. Resignation of Escrow Agent. Escrow Agent may resign at any time from its obligations under this Escrow Agreement by providing written notice to the parties hereto. Such resignation shall be effective on the date set forth in such written notice which shall be no earlier than 30 days after such written notice has been given, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been approved by Lessor and Lessee. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, Escrow Agent shall be entitled to tender into the custody of a court of competent jurisdiction all assets then held by it hereunder and shall thereupon be relieved of all further duties and obligations under this Escrow Agreement. Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

Section 7.3. Merger or Consolidation. Any entity into which Escrow Agent may be merged or converted, or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 7.1) shall be the successor to Escrow Agent without any execution or filing or further act.

ARTICLE VIII. ADMINISTRATIVE PROVISIONS.

Section 8.1. Notice. All written notices to be given under this Escrow Agreement shall be given by mail, by facsimile or by overnight courier to the party entitled thereto at its contact information specified on Schedule I, or at such contact information as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or if given by other means, when delivered at the address or facsimile number specified in Schedule I. Any notice given by any party shall be given to both other parties.

Section 8.2. Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Escrow Agreement and the Equipment Acquisition Fund in connection with an assignment by Lessor of its rights under the Lease.

Section 8.3. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 8.4. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.5. Entire Agreement; Amendments. This Escrow Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. By execution of this Escrow Agreement, Escrow Agent shall not be deemed or considered to be a party to any other document, including the Master Lease.

This Escrow Agreement may be amended, supplemented or modified only by written documents duly authorized, executed and delivered by each of the parties hereto.

Section 8.6. Captions. The captions or headings in this Escrow Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 8.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of the parties under this Escrow Agreement, and for

better assuring and confirming the rights and benefits provided herein.

Section 8.8. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

Section 8.9. Execution in Counterparts. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Escrow Agreement.

Section 8.10. Waiver of Jury Trial. Lessor, Lessee and Escrow Agent hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Escrow Agreement.

Section 8.11. No Tax Reporting. Escrow Agent will not be responsible for tax reporting of any income on the Equipment Acquisition Fund.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTION PAGE OF ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the Date of Escrow Agreement shown on Schedule I.

SUNTRUST BANK,
Escrow Agent

**SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.,**
Lessor

By: _____
Name:
Title:

By: _____
Name: _____
Title: _____

CITY OF MIAMI SPRINGS, FL,
Lessee

By: _____
Name: Ronald K. Gorland
Title: City Manager

[SEAL]

Schedule I Information to Complete Escrow Agreement
Exhibit A Payment Request Form

SCHEDULE I

INFORMATION TO COMPLETE ESCROW AGREEMENT

Lease Number: 04298

Equipment Schedule: 006

Date of Escrow Agreement: November 13, 2015

Name of Lessee: CITY OF MIAMI SPRINGS, FL

Lessee's State / Commonwealth: Florida

Fees: \$250.00 (Escrow Agent)
Investment Fees, if any, are more fully defined on the attached prospectus, if any
Extension and other fees may be applicable if not disbursed by the Ending Date.

Initial Deposit Amount: **\$362,500.00**

Date of Master Lease Agreement: November 2, 2005

Beneficiary Name for Fund: CITY OF MIAMI SPRINGS, FL

Ending Date: November 13, 2020

Lessee's Address: 201 Westward Drive
Public Works Building
Miami Springs, FL 33166

Attention: Ronald K. Gorland, City Manager

Lessee's Telephone: (305) 805-5011

Lessee's Facsimile: (305) 805-5037

Lessee's Taxpayer Identification Number: 59-6000374

Lessee's Authorized Representatives: Ronald K. Gorland, City Manager _____ [signature]
_____ [name/title] _____ [signature]

Escrow Agent's Address: SunTrust Bank
919 East Main Street, 7th Floor
Richmond, VA 23219
Attention: Matt Ward

Escrow Agent's Telephone: (804) 782-7182

Escrow Agent's Facsimile: (804) 782-7855

Lessor's Address: SUNTRUST EQUIPMENT FINANCE & LEASING CORP.
3333 Peachtree Road, 3rd Floor
Atlanta, GA 30326
Attention: Escrow Disbursement Coordinator

Lessor's Telephone: (404) 813-4316

Lessor's Taxpayer Identification Number: 26-1256148

EXHIBIT A

PAYMENT REQUEST FORM NO. _____

SUNTRUST BANK, as Escrow Agent under an Escrow Agreement dated as of November 13, 2015 (the "Escrow Agreement") by and among Escrow Agent, **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, as Lessor, and **CITY OF MIAMI SPRINGS, FL**, as Lessee, is hereby requested to pay, from the Equipment Acquisition Fund, to the person or entity designated below as payee, that amount set forth opposite each such name, in payment of the Acquisition Costs of the Equipment designated opposite such payee's name and described on the attached page(s). The terms capitalized in this Payment Request Form but not defined herein shall have the meanings assigned to them in the Escrow Agreement.

Payee

Amount

Equipment

Lessee hereby certifies that:

1. Attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (a) a manufacturer's or dealer's invoice; and (b) unless this Payment Request Form relates to partial payment of a Vendor, as defined in the Lease, in connection with a purchase order approved by Lessor, Lessee's Acceptance Certificate relating to the Equipment.

2. The representations and warranties contained in the Lease are true and correct as of the date hereof.

3. No Non-Appropriation or Event of Default, as each such term is defined in the Lease, or event which with the giving of notice or passage of time or both would constitute an Event of Default, has occurred.

Dated: _____, 20__.

CITY OF MIAMI SPRINGS, FL,
Lessee

**SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.,**
Lessor

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

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

DATE: **November 13, 2015**

TO: Florida League of Cities

Attn: Bryan Beard 407/367-1742

Insurance Agent Name & Address
Phone Number and Fax Number

Gentlemen:

CITY OF MIAMI SPRINGS, FL has entered into a Master Lease Agreement dated as of November 2, 2005 with **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**. In accordance with the Agreement, Lessee certifies that it has instructed the insurance agent named above to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a **Certificate of Insurance and Long Form Loss Payable Clause naming SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and/or its assigns as Loss Payee.**

The Coverage required is \$362,500.00.

- b. Public Liability Insurance evidenced by a **Certificate of Insurance naming SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and/or its assigns as Additional Insured.**

The following minimum coverage is required:

Liability:	\$ 500,000.00 per person
Liability - Bodily Injury:	\$1,000,000.00 aggregate
Liability - Property Damage:	\$1,000,000.00 property damage liability

PROPERTY:	(Two (2) Peterson RS3 Trash Cranes	\$319,000.00
	One (1) Toro Groundmaster 3500-D	\$30,500.00
	One (1) Toro Sand Pro	\$13,000.00
	Total:	\$362,500.00

LOCATION: **MIAMI SPRINGS GOLF CLUB
650 CURTISS PARKWAY
MIAMI SPRINGS, FL 33166**

Upon issuance of the coverage outlined above, please mail a certificate of insurance to SUNTRUST EQUIPMENT FINANCE & LEASING CORP., 211 Perimeter Center Parkway, Suite 100, Atlanta, GA 30346.

Your courtesy in issuing and forwarding the requested certificate at your earliest convenience will be appreciated.

Very truly yours,

CITY OF MIAMI SPRINGS, FL

By: _____
Name: Ronald K. Gorland
Title: City Manager
Date: _____

**QUESTIONNAIRE FOR SELF-INSURANCE TO
 MASTER LEASE AGREEMENT**

In connection with the Master Lease Agreement (the "Agreement"), dated as of November 2, 2005, made and entered into by and between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, as Lessor (the "Lessor"), and the lessee identified below, as Lessee (the "Lessee"), Lessee warrants and represents to Lessor the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. Property Insurance.

a. Lessee is self-insured for damage or destruction to the Equipment.

YES NO (circle one)

If yes, the dollar amount limit for property damage to the Equipment under the Lessee's self-insurance program is \$_____.

b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for all risk property damage.

YES NO (circle one)

If yes, the dollar limit for property damage to the Equipment under such umbrella policy is \$_____.

2. Liability Insurance.

a. Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar limit for such liability claims under the Lessee's self-insurance program is \$_____.

b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability including injury or death of persons or damage to property as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar amount of the umbrella policy's limits for such liability coverage is \$_____.

3A. Self Insurance Fund.

a. Lessee maintains a self-insurance fund.

YES NO (circle one)

If yes, please complete the following:

Monies in the self-insurance fund are subject to annual appropriation.

YES NO (circle one)

The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$_____.

b. Amounts paid from the Lessee's self-insurance fund are subject to limitations for each claim.

YES NO (circle one)

If yes, the dollar amount of limit per claim is \$_____.

3B. No Self Insurance Fund.

a. If Lessee does not maintain a self-insurance fund, please complete the following:
Lessee obtains funds to pay claims for which it has self-insured from the following sources:

b. The limitations on the amounts payable for claims from the above sources are as follows:

4. Authority.

a. The following entity or officer has authority to authorize payment for claim:

b. In the event the entity or officer named in the prior response denies payment of a claim, does the claimant have recourse to another administrative officer, agency or the courts?

YES NO (circle one)

If yes, to whom does the claimant have recourse?

5. Certificates of Insurance.

Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

IN WITNESS WHEREOF, Lessee has caused this Questionnaire to be executed as a supplement to the representations of Lessee in the Agreement by its duly authorized officer.

CITY OF MIAMI SPRINGS, FL,
Lessee

By: _____
Name: Ronald K. Gorland
Title: City Manager
Date: _____

Telephone: 305/805-5011
Facsimile: 305/805-5047

Attachment

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

**ADDENDUM TO EQUIPMENT SCHEDULE NO. 06
TO MASTER LEASE AGREEMENT (LEASE NO. 04298)
RELATING TO SELF-INSURANCE**

THIS ADDENDUM is made as of November 13, 2015, between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** (the "Lessor") and **CITY OF MIAMI SPRINGS, FL** (the "Lessee").

Recitals

- A. Lessor and Lessee have entered into a Master Lease Agreement dated as of November 2, 2005 (the "Agreement").
- B. Lessee desires to lease equipment described in Equipment Schedule No. 06 to the Agreement (the "Equipment") and Lessee has requested that Lessor lease such Equipment to Lessee.
- C. With respect to Equipment Schedule No. 06, Lessee has requested that Lessor permit it to provide self-insurance for liability claims and property damage.
- D. Lessor is willing to grant Lessee's request subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Agreement, it is hereby agreed as follows:

- 1. The terms capitalized in this Addendum but not defined herein shall have the meanings assigned to them in the Agreement.
- 2. Lessee hereby represents and warrants that all representations and warranties contained in the Agreement are true and correct as of the date hereof and that neither a Non-Appropriation nor any Event of Default or event which, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred under the Agreement.
- 3. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain in full force and affect and are hereby ratified and confirmed by Lessee.
- 4. Lessee represents and warrants that all representations and warranties contained in the Questionnaire for Self- Insurance to Master Lease Agreement (the "Questionnaire") are true and correct as of the date hereof.
- 5. Lessor acknowledges receipt of the Questionnaire and, in reliance upon the information provided therein, agrees that Lessee may satisfy the requirements of Sections 7.1 through 7.3 of the Agreement with respect to Equipment Schedule No. 06 through self-insurance.
- 6. By written notice to Lessee, Lessor may revoke its agreement relative to Equipment Schedule No. 06 to accept self-insurance in lieu of the insurance required by Section 7.1 through 7.3 of the Agreement at any time during the related Lease Term when Lessor deems itself insecure with respect to such self-insurance. Within thirty (30) days of receipt of notice from Lessor, Lessee agrees to obtain insurance in compliance with Section 7.1, 7.2 and 7.3 of the Agreement and provide evidence thereof to Lessor.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

CITY OF MIAMI SPRINGS, FL,
Lessee

**SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.,**
Lessor

By: _____
Name: Ronald K. Gorland
Title: City Manager
Date: _____

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

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

DISBURSEMENT AUTHORIZATION

November 13, 2015

SunTrust Equipment Finance & Leasing Corp.
3333 Peachtree Rd., 3rd Floor
Atlanta, GA 30326

Gentlemen:

In connection with the certain Equipment Schedule No. 06 executed between SunTrust Equipment Finance & Leasing Corp. and the Lessee identified below, pursuant to that certain Master Lease Agreement No. 04298 dated as of November 2, 2005, Lessee hereby directs SunTrust Equipment Finance & Leasing Corp. to wire transfer the monies as follows:

Destination Information:

Wire Information:

Bank Name	<u>SunTrust Bank</u>
Bank ABA Number	<u>061000104</u>
Account Number	<u>9443001321</u>
Account Name	<u>Escrow Services Richmond</u>
Attention	<u>Matthew Ward</u>
Dollar Value	<u>\$362,500.00</u>
Reference	<u>CITY OF MIAMI SPRINGS – Lease 04298-06</u>

TOTAL DISBURSEMENTS: \$362,500.00

CITY OF MIAMI SPRINGS, FL,
Lessee

By: _____
Name: Ronald K. Gorland
Title: City Manager
Date: _____

Remit To:

SunTrust Equipment Finance & Leasing Corp.

11/13/2015

CITY OF MIAMI SPRINGS

Reference: Lease: 04298-006

INVOICE

Due Date: Upon funding

Documentation Fee: \$100.00

Escrow Fee: \$250.00

Total Due **\$ 350.00**

ORDINANCE NO. – 2015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 150-010, ROOF MATERIALS, REQUIREMENTS AND RE-ROOFS; BY INCLUDING A NEW PROVISION PERMITTING FLAT ROOFS WITH CONTINUOUS PARAPETS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE

WHEREAS, the City has recently begun to receive requests to allow flat roofs on new structures to be built in the City; and,

WHEREAS, although the requests have mostly involved “modern style” construction, the flat roof authorization would also accommodate the “pueblo style” construction which is historically significant to the City; and,

WHEREAS, a material part of the discussions related to the authorization of new flat roof structures is the requirement to provide a continuous parapet to screen the roofing materials and any equipment to be located on the roof; and,

WHEREAS, the City administrative staff proposed the authorization of newly constructed flat roof structures to the City Council for its review and discussion; and,

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to authorize the use of flat roofs with continuous parapets on the newly constructed structures in the City;

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

Section 1: That Code of Ordinance Section, 150-010, Roof Materials, Requirements and Re-Roofs, is hereby amended as follows:

Sec. 150-010. Roof Materials, requirements, and re-roofs.

A).....

B).....

C).....

D).....

E) Flat roofs are also permitted with a continuous masonry parapet with a minimum height of 18 inches, but in all cases taller than any rooftop equipment that may be placed thereon, and may be constructed of any material

approved by the Florida Building Code, and shall have a minimum pitch as required by the Florida Building Code.

(F) (-E) Flat roofs without parapet screening shall also be permitted for home additions, attached garages or carports, or detached accessory structures ~~shall only be permitted~~ if the residential structure on the property, or a substantial adjoining or adjacent portion thereof, has an existing flat roof that will continue to be maintained. If permitted, based upon the foregoing criteria, such flat roofs shall have a minimum pitch of ~~one fourth inch rise per foot of run~~ as required by the Florida Building Code.

(G) (F) Notwithstanding the foregoing, flat roofs will be permitted on "open patios", without screening, in rear yard areas, which constitute non-living space, so long as the property owner agrees that the patio area will never be enclosed so as to constitute "living space", and will execute a recordable and appropriate "Covenant Running-With-the-Land" to provide notice to future purchasers of the property and further assurances of compliance to the City. In addition, the provisions of this section shall also be applicable to appropriate instances of reverse frontage.

(H) (G) Re-roofs.....

(I) (H) ~~Reserved.~~ If a dispute arises as to whether all conditions have been met, any applicant can file an application in accordance with the procedures set forth in the Code of Ordinances for securing variances from the City to secure a final determination from the Board of Adjustment and City Council.

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

Section 3: Effective Date. That this Ordinance shall take effect immediately upon adoption.

PASSED ON FIRST READING this _____ day of _____, 2015, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this _____ day of _____ 2015, on a motion made by _____ and seconded by _____.

Vice Mayor Bain _____
Councilman Best _____
Councilwoman Buckner _____
Councilman Petralanda _____
Mayor Garcia _____

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, MMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

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



City of Miami Springs
Office of the City Clerk

Erika Gonzalez-Santamaria, MMC, City Clerk
Elora R. Sakal, Deputy City Clerk
Juan D. Garcia, Administrative Assistant I

MEMO

To: The Honorable Mayor Garcia and members of the City Council
Thru: Erika Gonzalez-Santamaria, MMC, City Clerk
From: Elora R. Sakal, Deputy City Clerk
Subject: Requests for Approval from the Historic Preservation Board
Date: October 29, 2015

1. Based on the Boards actions taken at their meeting of September 16, 2015, the Historic Preservation Board members would like to bring the following recommendations to the attention of the City Council:

“Board member Shonberger made a motion to resubmit the Roy S. Geiger designation report to Council at their meeting of October 12, 2015 subject to the changes discussed by the Board and approved via email. Board member Watson seconded the motion which carried unanimously on voice vote.”

*(Meeting minutes and designation report attached)

2. Based on the Boards actions taken at their meeting of October 21, 2015, the Historic Preservation Board members would like to bring the following recommendations to the attention of the City Council:

a) ***“Board member Hill made a motion to get approval from the City Council to amend the designation letter that is sent to property owners to advise them that their home is being designated as a historical site. Vice Chair Phillips seconded the motion, which carried unanimously on voice vote.”***

b) ***“Vice Chair Phillips made a motion to seek approval from the City Council to include the introductory letter provided by Board member Hill as part of the designation letter process. Board member Hill seconded the motion, which carried unanimously on voice vote.”***

*(Meeting minutes attached)

LOCAL DESIGNATION REPORT

SITE: Roy S. Geiger / First Marine Aviation Force Monument



**CITY OF MIAMI SPRINGS, FLORIDA
HISTORIC PRESERVATION BOARD
2015**

PREPARED BY: Miami Springs Historic Preservation Board

DESIGNATION/RESOLUTION #2015-1

PROPERTY: Roy S. Geiger / First Marine Aviation Force Monument

LOCATION/ADDRESS: South side of Deer Run centered on median of Curtiss Parkway public right-of-way

PROPERTY OWNERS: City of Miami Springs

ZONING: N/A; Median of Roadway not zoned

TAX FOLIO NUMBER: N/A

LEGAL DESCRIPTION: Longitude: 25.81546; Latitude: 80.286365; Section 019: Township 53S: Range 41 E.

STRUCTURES: 4 sided white painted brick trapezoidal Monument, 20 ft. h x 4 ft. w at base tapering to 3 ft. at rounded top.

YEAR BUILT: 1948

RATINGS OF AREAS OF SIGNIFICANCE:

(Based on a scale of 1-3; 3 being the highest rating)

<u>3</u>	HISTORY
<u>1</u>	ARCHITECTURE
<u>0</u>	ARCHEOLOGY

IMPACTS: To be designated under the Special Designation Category. Conforming to this category, there is no requirement for a Certificate of Appropriateness.

The impact will be to recognize and honor the Marine Corp Retirees and the Monument they left preserving historical events that occurred in the City of Miami Springs.

SIGNIFICANCE OF SITE

Monument commemorates Marine Corps history that occurred locally on land that would become Miami Springs and surrounding areas. The Marine Corps had seven pilots that were Navy trained. They choose Captain Roy S. Geiger (Marine pilot #5) to start their first Marine pilot training school. Its graduates would comprise the First Marine Aviation Force that was deployed to France to fly in WWI.

Glenn H. Curtiss offered the Marine Corp. his 50 acre flying school located aside the Miami River for \$1/year for the duration of WWI. In 1918 – Captain Roy S. Geiger, USMC, seeking a base for the 1st Aviation Force, moved his command to the small airstrip on the edge of the Everglades on the Miami River south (now South River Drive) between 33rd and 35th Ave. Geiger absorbed the entire complex, arranging to commission the instructors in the reserves and requisitioning the school's Jennys. The Marine Flying Field quickly became a bustling military complex of hangars, warehouses, machine shops, and gunnery and bombing ranges. This was the Marine Corps' first airbase.

On April 1, Captain McIlvain's squadron arrived at the field from Lake Charles; the First Aviation Force was now consolidated at one location. Take-offs and landings were practiced on what would become Curtiss Parkway. Bombing and strafing were practiced where the Golf Course is today. 135 pilots that were trained here eventually flew in France with the First Aviation Force.

The commanding officer of this field and the First Marine Aviation Force, Captain Roy Geiger, was the fifth flyer in the newly-formed U.S. Marine Corps aviation program. His training had consisted of 107 heavier-than-air flights, totaling 73 hours of flight time, plus 14 free-balloon ascents! And so he launched a career that led him to become one of the most distinguished aviators in Marine aviation history, one of its greatest pilots and a four star General. In the battle of Okinawa he became the only marine ever to command a field army. His aviation career spanned active combat in every significant Marine Corps action around the world until his death in 1947.

HISTORICAL CONTEXT

Given Miami's enthusiasm for the flying exhibitions, Mayor Sewell asked the Wright Brothers to establish a winter flight school in Miami. The Wright Brothers, reclusive by nature, declined, citing the press of other projects.

Once again, Sewell turned to Curtiss, on December 15, 1911. The City of Miami would provide a proper ground and pay \$1,000. The school would remain open 6 to 12 weeks between December 20 and January 1 using aero planes and hydroplanes. There would be hydroplanes on the bay every day and one day of racing with 2 or more machines in air at the same time.

Braddock's Pasture, a 30 acre tract just east of the golf links, could be obtained for \$100 and cleared for another \$100 for a total cost to city \$1,200. Curtiss representatives were in the city looking over the site. The aviation school would be sponsored by the Merchants' Association with E. G. Sewell coordinating. In 1916 the U.S. Congress approved funding to establish military aviation schools throughout the country. Former Mayor E. G. Sewell led the campaign to have schools established in Miami. It was thought that a site near the Everglades would be ideal for training with land-based planes, while hydro-planes could use Biscayne Bay. Early in May 1917 Curtiss Flying School was moved to a permanent site, 50 acres just below the present lock on the Miami Canal near today's 33rd Ave.

Glenn H. Curtiss was exploring every opportunity to promote flight and create a demand for aircraft. The Army and Navy had trained pilots. The Marine Corps did not. Curtiss saw an opportunity to do his patriotic duty while opening a new client stream; he offered to lease this school to the Marine Corps for \$1/year for the duration of WWI for the purpose of training their own pilots.

ARCHITECTURE

Monument architecture is appropriate in traditional Military style, consistent with its original dedication date November 13, 1948. White painted brick is a background for 3 bronze plaques approx. 1 ft. h x 2 ft. w. The plaques are centered. The top plaque honors the First Marine

Aviation force, the center plaque is the Marine Corps Emblem, the bottom plaque honors Captain Roy S. Geiger (General deceased). The memorial on Curtiss Parkway was erected in Memory of First Marine Aviation Force by members of the First Marine Flying Force Veterans Association.

ARCHEOLOGY

(Not Applicable)

STANDARDS FOR CERTIFICATE OF APPROPRIATENESS

The standards will follow the general guidelines as recommended for historic properties as detailed in *The Secretary of the Interior's Standards for the Treatment of Historic Properties* as developed in 1922 and codified as 36CFR Part 68 in the July 12, 1995, *Federal Register* (Vol. 60, No.133)

Standards for Certificate of Appropriateness do not apply to structures designated in the Special Designation category.

CRITERIA FOR DESIGNATION

The Roy S. Geiger / First Marine Aviation Force Monument designation is based on the following criteria of Section 153.20 of the *City of Miami Springs Historic Preservation Ordinance* (153).

- (A)(1) *Are associated with distinctive elements of the cultural, social, political, economic, scientific, religious, prehistoric, and architectural history that have contributed to the pattern of history in the community, the county, South Florida, the state or the nation;*
- (A)(2) *Are associated with the lives of persons significant in our past;*
- (A)(3) *Embody the distinctive characteristics of a type, period, style, or method of construction or work of a master; or that possess high artistic value, or that represent a*

distinguishable entity whose components may lack individual distinction;

DESIGNATION RECOMMENDATION

The recommendation is that the Historic Preservation Board of the City of Miami Springs designates the Roy S. Geiger / First Marine Aviation Force Monument. The designation of the above property is under the Special Designation Category. Designation is based on historical, architecture and contextual significance.

DATE _____

Signature of Chairman or
Vice-Chairman of the
Miami Springs Preservation Board

BIBLIOGRAPHY (If applicable)

Carbonell, Antolin – Glenn Curtiss' Aviation Sites Timeline, research, circa 2000

Carbonell, Antolin – Aviation in Miami: The First 100 Years, Exhibit narrative History Miami, circa 2006

Gabby, Donald C. "The Curtiss Flying School and U.S. Marines Flying Field" South Florida History Magazine Summer 1991 P. 4-12

The Home News Weekly – "Monument Marking First Marine Training Site to be dedicated Nov. 13", November 12, 1948

The Home News Weekly – "Marine Monument", November 19, 1948

Internet search Roy S. Geiger

Miami Daily News – "Marines Dedicate Monument Here", November 13, 1948

Report submitted to the Historic Preservation Board on April 15, 2015 by Board member Shonberger



CITY OF MIAMI SPRINGS, FLORIDA

The **Miami Springs Historic Preservation Board** met at 7:00 p.m., on Wednesday, September 16, 2015 in the City Hall Council Chambers.

The meeting was called to order at 6:36 p.m.

1) Call to Order/Roll Call

The following were present:

Chair Sydney Garton
Charles M. Hill
James Watson
Yvonne Shonberger

Absent:

Vice Chair JoEllen Phillips

Also Present:

Deputy City Clerk Elora R. Sakal
Board Liaison, Vice Mayor Bob Best

2) Approval of Minutes: June 17, 2015 Regular Meeting

Minutes of the June 17, 2015 meeting were approved as written.

Board member Shonberger moved to approve the minutes as written and Board member Hill seconded the motion, which carried unanimously on voice vote.

3) Old Business:

Chair Garton recognized and thanked Vice Mayor Best for his attendance tonight.

a. Reconsideration on Resubmission of the Designation of the General Geiger Memorial Monument

Board member Shonberger commented that the changes discussed at the last meeting are not reflected on the report she has.

Board Secretary Sakal commented that she made all of the changes from the last meeting and did not send it to the Board. She only sent the Michael House designation accidentally. She will send it to the Board as soon as possible.

Board member Shonberger stated that the longitude and latitude that was provided by Board member Hills Hill needs to be included in the report.

Board member Hill commented that they are designating this monument as the Roy S. Geiger and questioned what would happen if later the name gets changed and Board member Shonberger replied that they are designating the monument as a special category. If this monument was removed or demolished for whatever reason this designation will no longer apply.

Discussion ensued regarding what the implication of designation is and what designating means in terms of property, object or structure.

Vice Mayor Best stated that he believes this monument at one time was designated or given to the Golf Course when the City of Miami owned it. It was the responsibility of a group of Marines to bring it forward and get ~~to-instructed~~ it constructed and signed off on by the City of Miami. He asked the Board if they had any information relative to that.

Chair Garton said that the Board was told by the City Attorney in a letter that this was on Miami Springs' property.

Board member Shonberger commented that the Marine retirees are the ones who built the monument. When Miami Springs bought back the Golf Course, it included that area of Curtiss Parkway and Deer Run. If you look up the tax folio number on the property appraiser's website, you will see the whole area which includes both sides of Curtiss Parkway and the median.

Vice Mayor Best asked how it got there and what form did it take to make it what it is today and if there is anything that exists to qualify it and the Board could not provide a response.

Vice Mayor Best explained that there should be original documents that go along with the actual report showing the change from the City of Miami to the City of Miami Springs. He said that this is important that it be done correctly going forward and he would hate to see it not move forward due to a technicality.

Chair Sydney stated that she agrees with the Vice Mayor's comments. The Board relied on a letter that was produced by the City Attorney regarding who owns the property.

Board member Shonberger commented that if it is designated, she would like to see a plaque on the monument showing that it is designated but she is aware that it is the City's decision.

Chair Garton clarified that the letter from the City Attorney was not actually a letter but a copy of meeting minutes from the October 27, 2014 City Council meeting.

The Board agreed to include the last revision date at the bottom of the report so that they know what the latest version is.

Vice Mayor Best strongly recommended that the Board place this recommendation on the October 12th Council meeting to ensure that everything on the report is done correctly.

Board member Shonberger made a motion to resubmit the Roy S. Geiger designation report to Council at their meeting of October 12, 2015 subject to the changes discussed by the Board and approved via email. Board member Watson seconded the motion which carried unanimously on voice vote.

b. Designation of the Michael House – 27 Hunting Lodge Drive

Board member Shonberger added information for the architecture portion of the report (attached for the record).

Discussion ensued regarding the letter that is sent to **those whose property is being considered for designation**. The Board agreed to discuss this at their next meeting to re-word the letter to sound softer and nicer.

Board member Hills Hill and Board member Watson stated that they would each work on the letter and bring it back to the Board at the next meeting for discussion.

4) New Business:

a. Curtiss Mansion Report

Vice Chair Phillips was not present to give a report.

b. Reports from Board Members

Board member Shonberger advised the Board of the Kickoff party for the Historical Society that will take place at her home on Saturday, October 26, 2015.

c. Information/Reports from Board Liaison from City Council

Vice Mayor Best commented that the mind power that the Board has collectively and what they do for the City is nothing short of amazing and he thanked the Board for it. He is disappointed with the fact that the Board is meeting on a quarterly basis. He is unaware of how that happened and believes it needs some review.

Vice Mayor remembered some discussion in the past on how the meetings would take up the time of the Clerk and Deputy Clerk with regards to the minutes being duplicitous in many ways because some Boards would meet on a monthly basis and would have nothing to discuss. If the Board would allow him, he can address this issue with the appropriate people.

Board Secretary Sakal clarified that the change to quarterly meetings was done by City Administration. A letter was sent out to all of the Advisory Boards to advise them of the change. The letter stated that if a Board felt that they needed to meet more than a quarterly basis they can submit a request to the City Manager and City Clerk for approval.

The Board requested the approval to meet on October 21, 2015 and November 18, 2015 at 6:30 p.m.

Chair Garton asked if the plaque was ever created and installed on the Goodlett home and Board Secretary Sakal replied that she believes former Deputy Clerk Hitaffer ordered the plaque and it was installed. She will look into it and let the Board know.

5) Preparation of the Agenda for the Next Board Meeting

The following items are to be put on the agenda for the next meeting:

- Designation of the Michael House
- Revision of Designation Letter that is sent to those whose property is being considered

6) Adjourn

There was no further business to discuss and the meeting adjourned at 7:46 p.m.

Respectfully submitted:



Elora R. Sakal
Board Secretary

Adopted by the Board on
this 21ST day of October, 2015.

Sydney R. Garton, Chair

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

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



CITY OF MIAMI SPRINGS, FLORIDA

The **Miami Springs Historic Preservation Board** met at 6:30 p.m., on Wednesday, October 21, 2015 in the City Hall Council Chambers.

The meeting was called to order at 6:36 p.m.

1) Call to Order/Roll Call

The following were present:

Chair Sydney Garton
Vice Chair Jo Ellen Phillips
Charles M. Hill
James Watson

Absent:

Yvonne Shonberger

Also Present:

Deputy City Clerk, Elora R. Sakal
Administrative Assistant, Juan D. Garcia

2) Approval of Minutes: September 16, 2015 Regular Meeting

Minutes of the September 16, 2015 meeting were approved as amended.

Board member Hill made the following changes:

Page 2; Paragraph 1 - Hills to Hill

Page 2; Paragraph 4 - "to instructed" to "it constructed"

Page 3; Paragraph 5 - Hills to Hill

Board member Hill moved to approve the minutes as amended. Vice Chair Phillips seconded the motion, which carried unanimously on voice vote.

3) Old Business:

a. Reconsideration on Resubmission of the Designation of the General Geiger Memorial Monument

Chair Garton commented that she had asked Board Secretary Sakal to forward a piece of information to the Board that she gathered from a pamphlet from the dedication ceremony that was held for the Roy S. Geiger Monument. The information was written by Grant Writer Carol Foster (attached).

Board member Watson had a concern with the location of the air strip and Chair Garton replied that the pamphlet states the correct location of the air strip which is on the edge of the Everglades on the Miami River which is now South River Drive between 33rd and 35th Avenue.

Board member Hill commented that he was unsure of the spelling of a name on page 3; paragraph 3. Board Secretary Sakal commented that she will speak with Grant Writer Carol Foster to clarify the spelling of the name.

Chair Garton stated that on page 3; paragraph 2 the spelling of Jennys was incorrect. Board Secretary Sakal replied that she will make the correction in the report.

Chair Garton said that the last paragraph of information in the pamphlet gave comprehensive information that was not in the report.

Vice Chair Phillips moved to add the last paragraph of the pamphlet to the significance of site in the designation report. Board member Watson seconded the motion, which carried unanimously on voice vote.

b. Designation of the Michael House – 27 Hunting Lodge Drive

This item was tabled for the next meeting.

4) New Business:

a. Revision of Designation Letter to Property Owners

Discussion ensued regarding softening of the designation letter that is mailed out to property owners of historical properties.

Board member Hill made a motion to get approval from the City Council to amend the designation letter that is sent to property owners to advise them that their home is being designated as a historical site. Vice Chair Phillips seconded the motion, which carried unanimously on voice vote.

Chair Garton feels that the closure of the designation letter should be changed to state that it is coming from the Historical Preservation Board, instead of the City Clerk's Office.

Board Member Hill drafted and provided the board with an introductory letter for the property owners to advise them that their property has been placed under consideration for designation as a local historical site (attached). He would like to recommend the letter to the City Council for their approval in order to move forward in revising the designation letter.

Vice Chair Phillips made a motion to seek approval from the City Council to include the introductory letter provided by Board member Hill as part of the designation letter process. Board member Hill seconded the motion, which carried unanimously on voice vote.

Chair Garton provided the Board with a letter that was drafted by the City Attorney in the past that explained the proposed commencement of the designation process for a property owner (attached).

b. Curtiss Mansion Report

Vice Chair Phillips informed the board that the new website for the Curtiss Mansion is up, curtissmansion.com, and has created a significant impact. General Motors is scheduled to have a photo shoot at the mansion on October 22nd. In addition, a photographer from Paris was interested in reserving the mansion for three days for a photo shoot with three artists that are coming for Art Basil. The photographer mentioned that the website had attracted him.

Vice Chair Phillips advised the board that the Miami-Dade Historic Preservation Board is having issues with developers in regards to historical designations. The county appointed a panel to reeducate the county commission on historic preservation benefits. The Chair of the panel asked Vice Chair Phillips for any information the City of Miami Springs has in regards to historically designating homes and the impacts it has on the properties. Through this, the Miami Springs Historic Preservation Board will be able to contribute to the Miami-Dade County Historic Preservation Board.

Vice Chair Phillips mentioned that the Miami-Dade County Historic Preservation Board has a list included in their Charter of all of the historically County designated properties in Miami-Dade County. She commented that they are going to visit the 10 municipalities that do their own designations in Miami-Dade County to get each municipality's list of designated properties and combine it to form one list of all the historically designated properties in Miami-Dade County.

Vice Chair Phillips stated that the two County attorneys lectured the Miami-Dade County Historic Preservation Board on the roles of the Board, the Sunshine Law, and the Public Records Law. She felt that it was a very informative lecture and will share it with the Board since it relates to their Board.

c. Reports from Board members

Board member Watson mentioned that the Tour of Homes event is coming up on Sunday, November 15th and tickets will be sold at the Farmers Market.

d. Information/Reports from Board Liaison

The Board Liaison was not present.

5) Preparation of the Agenda for the Next Board Meeting:

The following items are to be placed on the agenda for the next meeting of November 18th:

- Designation for the Michael House – 27 Hunting Lodge Drive

6) Adjourn

There was no further business to discuss and the meeting adjourned at 7:34 p.m.

Respectfully submitted:

Elora R. Sakal
Board Secretary

Transcription assistance provided by Juan D. Garcia

Adopted by the Board on
this ___ day of _____, 2015.

Sydney R. Garton, Chair

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

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City of Miami Springs
Office of the City Clerk

Erika Gonzalez-Santamaria, MMC, City Clerk
Elora R. Sakal, Deputy City Clerk
Juan D. Garcia, Administrative Assistant I

MEMO

To: The Honorable Mayor Garcia and members of the City Council
Thru: Erika Gonzalez-Santamaria, MMC, City Clerk
From: Elora R. Sakal, Deputy City Clerk
Subject: Requests for Approval from the Historic Preservation Board
Date: October 29, 2015

1. Based on the Boards actions taken at their meeting of September 16, 2015, the Historic Preservation Board members would like to bring the following recommendations to the attention of the City Council:

“Board member Shonberger made a motion to resubmit the Roy S. Geiger designation report to Council at their meeting of October 12, 2015 subject to the changes discussed by the Board and approved via email. Board member Watson seconded the motion which carried unanimously on voice vote.”

*(Meeting minutes and designation report attached)

2. Based on the Boards actions taken at their meeting of October 21, 2015, the Historic Preservation Board members would like to bring the following recommendations to the attention of the City Council:

a) ***“Board member Hill made a motion to get approval from the City Council to amend the designation letter that is sent to property owners to advise them that their home is being designated as a historical site. Vice Chair Phillips seconded the motion, which carried unanimously on voice vote.”***

b) ***“Vice Chair Phillips made a motion to seek approval from the City Council to include the introductory letter provided by Board member Hill as part of the designation letter process. Board member Hill seconded the motion, which carried unanimously on voice vote.”***

*(Meeting minutes attached)

OFFICE OF THE CITY CLERK
201 WESTWARD DRIVE
MIAMI SPRINGS, FL 33166



TELEPHONE:
305-805-5006
FAX:
305-805-5028

Mr.
Street
Miami Springs, FL 33166

RE: Street Address, Miami Springs, Florida 33166

Dear Property Owners:

This letter is to advise you that this office has received a site designation report on your property, the _____.

The report, a copy of which is enclosed, will be formally presented to the Historic Preservation Board at a meeting on month 0, 2011 in the Council Chambers, second floor of City Hall, at 7:00 p.m., and a public hearing will be held at that time.

You should also know that, effective with the receipt by this office of the designation report, a moratorium is now in effect on the property described in the report which requires that you do not do either of the following:

- (1) Erect any structure on the subject property,
- (2) Alter, restore, renovate, move, or demolish any portion of the subject property, until such time as final administrative action, as provided by Chapter 153 of the City's Code of Ordinances, is completed.

Enclosed is a document from the City entitled "Impact of Historic Designation", which is intended to educate you on the issues related to the proposed historic designation of your property.

In addition, you will be provided ample opportunity, before the Historic Preservation Board, to discuss and present your position regarding the proposed designation, and directly with the City Council, should you decide to appeal the Board's decision to designate your property.

If you have any questions, or desire to receive a copy of Chapter 153 of the Code of Ordinances, please feel free to contact me at 305.805.5006.

Name
Date
Page 2

By copy of this letter, we are notifying the Historic Preservation Board and other required officers and agencies that the designation report has been received.

Again, if you need additional information or documentation, please do not hesitate to contact this office and we shall endeavor to provide accurate and timely information.

Sincerely,

Magalí Valls, CMC
City Clerk

Attachments

cc: **City of Miami Springs:**

City Council
City Manager
Assistant City Manager/Finance Director
City Attorney
Planning & Zoning Director
City Building Official
Building & Code Compliance Director
Historic Preservation Board members

cc: Clerk of the Board of County Commissioners
111 N. W. First Street
Suite 210
Miami, FL 33128

cc: Miami-Dade County
Historic & Archeological Resources
111 N. W. 1st Street, Suite 695
Miami, FL 33128

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City Clerk's Office – 6 February 2012

IMPACT OF HISTORIC DESIGNATION

It is the public policy of the City to protect, enhance and perpetuate the buildings and structures, improvements, landscape features and archaeological sites and districts which represent distinctive elements of the City's county's or region's cultural, social economic, political, scientific, religious, prehistorical or architectural history.

The City complies with its stated public policy by safeguarding historic sites within the City, fostering civic pride by providing education on the accomplishments of the past, and by promoting, protecting, and enhancing individual sites within the City for the attraction and education of City residents and visitors to the Community.

In order to implement and comply with the foregoing public policy of the City, the Historic Preservation Board was created and empowered by the enactment of Code of Ordinance Chapter No. 153 and given the power, authority and jurisdiction to designate, regulate and administer to historic, cultural, archaeological and architectural buildings and structures, improvements, landscape features and sites and districts in the City.

The exercise of the jurisdiction and powers of the Board is mainly concentrated in its authority to "*designate*" individual buildings or structures, improvements, landscape features or sites and districts for historic preservation. The process and procedures of "*designation*" are contained, and more fully explained, within Article III of Code Chapter 153 (Sections 153-20 through 153-26). These provisions should be carefully reviewed by any property owner who is subject to "*designation*" to insure that all appropriate procedures and rights of appeal are followed and provided.

In addition to the foregoing, it is essential that property owners who are subject to "*designation*" clearly understand the benefits and detriments that are a direct result of "*designation*".

BENEFITS

- The prestige and recognition derived from being the owner of a designated building or structure, improvements, landscape feature, site or district from local, county, state and federal governments and regulatory agencies.
- The potential availability for the receipt of restoration or improvement grants from governmental entities or regulatory agencies.
- Participation in "official tours" of historically designated and preserved buildings or structures, improvements, landscape features, or sited or districts within the City.
- Possibility of qualifying for "tax relief" from governmental taxing authorities and agencies.
- "*Designation*" may be seen as an enhancement or price increasing factor to potential purchasers of the subject of designation.

DETRIMENTS

- Imposition of an automatic and immediate “moratorium” against any work being performed on or in the subject of designation upon the filing of a Staff Designation Report (Code Section 153-26).
- The requirement to secure a “Certificate of Appropriateness” from the Historic Preservation Board before erecting, altering, restoring, renovating, excavating, moving or demolishing anything in or on the subject of designation (Code Section 153-35)
 - ❖ Regular Certificates (Code Section 153-36)
 - ❖ Special Certificates (Code Section 153-37)
- Demolition related to anything in or on a subject of designation must be authorized by the issuance of a Special Certificate of Appropriateness by the Historic Preservation Board.
- No building permit shall be issued by any authorized building official for a subject of designation without the issuance of a Certificate of Appropriateness.
- A Certificate to Dig must be issued before any designated archaeological site may be excavated, filled, subjected to tree removal or any other activity that may reveal or disturb the site.
- All work performed pursuant to the issuance of a Certificate of Appropriateness shall strictly conform to the specific requirements of the Certificate which will be subject to verification by a Board representative and an appropriate building official of the City.
- Imposition of a fine of Five Hundred (\$500.00) Dollars a day, the issuance of other civil or criminal penalties, and requirement that all unapproved work be removed, may be authorized against any owner by the Historic Preservation Board for failing to comply with the provisions of Chapter 153.
- Designation may be seen as a “detriment” and price reducing factor to potential purchasers of the subject or designation.

Notwithstanding anything previously contained herein, owners of property that may be subject to designation by the Historic Preservation Board of the City should carefully review Code of Ordinance Chapter No. 153, advise their legal and financial advisors of the proposed designation, and contact any City official or department for any further information or documentation that may be required to fully comprehend the potential impact of Historic Designation.

City Attorney Jan K. Seiden – 24 September 2012

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

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Erika Gonzalez-Santamaria, CMC, City Clerk 
VIA: Elora R. Sakal, Deputy City Clerk
DATE: November 5, 2015
SUBJECT: Board of Parks and Parkways Recommendation

At their last meeting on September 10, 2015, the Board of Parks and Parkways recommended the following to Council:

1. Yard of the Month

- a) Yard of the Month - December, 2015 - 140 Apache Street

By consensus, the Board agreed to nominate 140 Apache Street as the December, 2015 yard of the month.

- b) Yard of the Month - January, 2016 - 69 Hunting Lodge Drive

By consensus, the Board agreed to nominate 69 Hunting Lodge Drive as the January, 2016 yard of the month.