



***CITY OF MIAMI SPRINGS, FLORIDA***

**Mayor Xavier M. Garcia**

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

**Councilman Michael Windrem  
Councilman Jaime A. Petralanda**

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

**AGENDA  
REGULAR MEETING  
Monday, December 9, 2013 – 7:00 p.m.  
Council Chambers – City Hall  
201 Westward Drive – Miami Springs**

- 1. Call to Order/Roll Call**
- 2. Invocation: Councilman Lob**  
  
**Salute to the Flag:** Students from Miami Springs Middle School will lead the audience in the Pledge of Allegiance and Salute to the Flag
- 3. Awards & Presentations:**
  - A) Certificate of Recognition to the Anchor Club for their Assistance with the Butterfly Garden**
- 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) 11-12-2013 – Regular Meeting

**6. Reports from Boards & Commissions:**

- A) 11-19-2013 – Education Advisory Board – Minutes
- B) 12-02-2013 – Zoning and Planning Board – Cancellation Notice
- C) 12-02-2013 – Board of Adjustment – Cancellation Notice
- D) 12-03-2013 – Code Enforcement Board – Cancellation Notice

**7. Public Hearings:**

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

**8. Consent Agenda:**

- A) Approval of the City Attorney's Invoice for November 2013 in the Amount of \$12,453.75.
- B) Recommendation that Council Approve a Change Order to Wrangler Construction Inc., Utilizing Village of Palmetto Bay Bid 2011-PW-102, in the Amount of \$2,267.50 for Additional Sidewalk Improvements @ Hammond Drive due to Unforeseen Work that Needed to be Done to Meet City Code, Pursuant to Section 31.11 (F)(11)(b) of the City Code
- C) Recommendation that Council Approve a Change Order to South Florida Maintenance in the Amount of \$21,060.00, Amending the Current Contract Previously Approved by Council, Effective October 1, 2013, for Maintenance of the Common areas Surrounding the Recreation Parks, Pursuant to Section 31.11 (F)(11)(c) of the City Code
- D) Recommendation that Council Award City RFP #01-13/14 and Approve the Execution of a Contract to Greens Grade Services, Inc., the Only Responsible Bidder, in the Amount of \$425,636.64, on an "As Needed Basis" for Golf Course Labor Services for Fiscal Year 2013-2014, Pursuant to Section 31.11(E)(1) of the City Code

8. Consent Agenda: (continued)

- E) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$15,111.00, on an "As Needed Basis" to Southern Waste Systems for Garbage and Recycling Collection Including All City Buildings with Various Pickups a Week for Fiscal Year 2013-2014, Pursuant to Section 31.11(E)(6)(g) of the City Code and Pursuant to the Contract Renewal Option Provided by the City's Existing Contract/Contract Vendor for an Additional One (1) Year Period
- F) Recommendation that Council Approve an Expenditure to US Lubricants LLC, the Lowest Responsible Quote, in the Amount of \$25,000.00, on an "As Needed Basis" for Fuel for the Maintenance Equipment for the Golf Course for Fiscal Year 2013-2014, Pursuant to Section 31.11(C)(2) of the City Code
- G) Purchase of Network Design Services/Configuration and Hardware to Upgrade the Existing Voice Over IP Technology (VoIP) to Enhance Security Measures for the Police Phone System:
  - 1. Recommendation that Council Approve \$1,500.00, to ITC Group, Inc., for Network Design/Configuration to Enhance Security Measures for the Police Phone System, for Fiscal Year 2013-2014, as a Sole Source Provider, Pursuant to Section 31.11(E)(6)(c) of the City Code, Utilizing Law Enforcement Trust Funds
  - 2. Recommendation that Council Approve an Expenditure to CDW-G, the Lowest Responsible Quote, in the Amount of \$1,591.88, for Hardware Required to Enhance Security Measures for the Police Phone System, for Fiscal Year 2013-2014, Pursuant to Section 31.11(C)(2) of the City Code, Utilizing Law Enforcement Trust Funds

9. Old Business:

- A) Appointments to Advisory Boards by the Mayor and Council Members
- B) Okeechobee Boat Ramp Discussion
- C) Consideration of Request by Springs on the Green LLC, Principals Mr./Ms. Manuel Perez-Vichot, to Purchase a Sliver of City Property Adjacent to 627 Eldron Drive in the Amount of One Hundred Fifteen Thousand Dollars (\$115,000)

**10. New Business:**

- A) Education Advisory Board Recommendations
  - 1. Recommendation that the City of Miami Springs work together with the District to achieve the Anti-Defamation League's No Place for Hate status at Miami Springs Elementary School.
  - 2. Recommendation that the City Council work with the District in establishing a partnership with Miami International Airport that specifically leads to student internships and part-time jobs for OJT students from Miami Springs Senior High School and to consult Dr. Sean Gallagan at George T. Baker Aviation if need be.
  - 3. Recommendation that the City Council work with the District in hosting an Art Show that showcases the work of senior citizens and students from the Miami Springs schools.
  - 4. Recommendation that the City Council work with the District in establishing a partnership with the Miami Springs Historical Society so that students can benefit from innovative ways in sharing the history of the community.
  
- B) Interlocal Agreement Between the City of Miami Springs and the Village of Virginia Gardens Relating to Transportation Services
  
- C) Intergovernmental Agency Agreement Between the City of Miami Springs and Miami-Dade County to Perform Traffic Engineering Functions for the Installation and Maintenance of Designated Types of Traffic Control Devices on Local Municipal Streets Regarding Starbucks/Stadnik Pedestrian Crossing on Curtiss Parkway
  
- D) Resolution No. 2013-3607 -- A Resolution of the City Council of the City of Miami Springs Requesting that Miami-Dade County Approve and Authorize the Co-designation of the 100 to 300 Block of Curtiss Parkway Fronting Grace Lutheran Church at 245 Curtiss Parkway as "Pastor Schmidt Way"; Requesting Authorization for the Placement of Proper Recognition Signage; Effective Date
  
- E) Discussion Regarding Application Fees for Variance Requests to the Board of Adjustment and Board of Appeals
  
- F) Circle Closure Discussion

**11. Other Business:**

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



12. Reports & Recommendations:

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

13. Adjourn

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

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

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

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**DRAFT**



***City of Miami Springs, Florida***

The Miami Springs City Council held a **REGULAR MEETING** in the Council Chambers at City Hall on Tuesday, November 12, 2013, at 7:00 p.m.

**1. Call to Order/Roll Call**

The meeting was called to order at 7:09 p.m.

The following were present:

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

Also Present:

- City Manager Ronald K. Gorland
- Assistant City Manager/Finance Director William Alonso
- City Attorney Jan K. Seiden
- Chief of Police Peter G. Baan
- Planning and Zoning Director James H. Holland
- Golf and Country Club Director Paul O'Dell
- Police Captain Jonathan Kahn
- Acting City Clerk Suzanne S. Hitaffer

**2. Invocation: Mayor Garcia**

**Salute to the Flag:** Children from the audience lead the Pledge of Allegiance and Salute to the Flag

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

**3. Awards & Presentations:**

**3A) Presentation of Certificate of Sincere Appreciation Plaque to Lieutenant Steve Carlisle in Recognition of 29 Years of Dedicated Service to the City of Miami Springs**

Mayor Garcia stated that this is a very special occasion and Lieutenant Carlisle is a staple of this community. He asked Chief of Police Baan and fellow officers that were present to join him for the presentation.

Mayor Garcia presented a plaque of sincere appreciation to Lieutenant Carlisle in recognition of 29 years of dedicated service to the City of Miami Springs.

Chief of Police Baan commented that he has known Lieutenant Carlisle for many years. In the thirty years that Lieutenant Carlisle has worked for the City, he has worked hard every single day protecting his City. He wished him the best in his future endeavors and for being a great friend. The other officers who are present tonight also work just as hard as Lieutenant Carlisle and he thanked them for their work.

Lieutenant Carlisle thanked Chief of Police Baan for being a sincere friend and a good boss. He thanked Captain Jon Kahn for being his partner. He has enjoyed working for the City and thanked everyone who is present tonight and supported him.

City Manager Gorland presented Lieutenant Carlisle with a commemorative clock from the Administration and employees in celebration of 29 years of service.

(Agenda Item 3B was discussed after Agenda Item 3D)

### **3B) Officer of the Month Award - October 2013 – Detective Ramon A. Tamargo**

Lieutenant Carlisle read the nomination letter. He commented that Detective Tamargo is a tenacious investigator. He is extremely thorough and takes great pride in his job. He congratulated him on the conclusion of this robbery investigation that led to the arrest of the subject.

Detective Tamargo acknowledged Lieutenant Carlisle who has been his supervisor for the last three years. Lieutenant Carlisle has been a pleasure to work for and has taught him to be thorough in his work. He thanked him for everything he has done and wishes him a happy retirement.

Chief of Police Baan commented that Detective Tamargo has a few Officer of the Month awards. He has been a detective for three years and is doing a fabulous job. He noted that the victim on the case was a retired Miami Springs police officer.

(Agenda Item 3C was discussed after Agenda Item 3A)

### **3C) Yard of the Month – Oliver Pacheco and Mirella Martinez - 631 Oriole Avenue**

Mayor Garcia presented the Yard of the Month Award for November 2013 to Oliver Pacheco and Mirella Martinez.

### **3D) Proclamation – “Jonathan Dweck Day”**

Mayor Garcia read the proclamation recognizing Miami-Dade County Police Officer Jonathan Dweck who risked his life by assisting a young woman who died in a tragic car accident.

Mayor Garcia said that Vice Mayor Bain brought this information to his attention, which he appreciated. He thanked Officer Dweck for his services. He specifically invited the family to the stage because it takes a village to raise a child and to keep the City as beautiful as it is.

Officer Dweck stated that he was raised in Miami Springs and has had the privilege to know most of the City Council since he was a child playing at the Recreation Center. Miami Springs is different from all other cities in Miami. Many citizens do not see what police officers do on a daily basis and they risk their lives every day. This incident happened to be something that was caught on camera and it could not have been done without teamwork. He introduced his friends and family who were present.

(Agenda Item 3B was discussed at this time)

**4. Open Forum:**

**40-Year Recertification: 449 Swallow Drive**

Beatrix Obermann of 449 Swallow Drive commented that she is here for the same reason as the last meeting. Nothing has happened with her situation. She went to City Manager Gorland and did not want him to handle her situation any longer for personal reasons. She went to the Community Policing Office and spoke with a gentleman who has her file. She wants to know what Council is going to do about the situation.

Mayor Garcia asked that Ms. Obermann to give her contact information to the City Clerk and he will call her tomorrow.

**5. Approval of Council Minutes: (5A and 5B approved with one motion)**

**5A) 10-23-2013 – Special Meeting**

Minutes of the October 23, 2013 Special Meeting were approved as written.

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

**5B) 10-28-2013 – Regular Meeting**

Minutes of the October 28, 2013 Regular Meeting were approved as written.

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

**6. Reports from Boards & Commissions:**

**6A) 10-28-2013 – Board of Appeals – Minutes**

Minutes of the October 28, 2013 Board of Appeals meeting were received for information without comment.

**6B) 11-04-2013 – Zoning and Planning Board – Cancellation Notice**

Cancellation Notice of the November 4, 2013 Zoning and Planning Board meeting was received for information without comment.

**6C) 11-04-2013 – Board of Adjustment – Cancellation Notice**

Cancellation Notice of the November 4, 2013 Board of Adjustment meeting was received for information without comment.

**6D) 11-05-2013 – Code Enforcement Board – Cancellation Notice**

Cancellation Notice of the November 5, 2013 Code Enforcement Board meeting was received for information without comment.

**6E) 11-06-2013 – Architectural Review Board – Cancellation Notice**

Cancellation Notice of the November 6, 2013 Architectural Review Board meeting was received for information without comment.

**6F) 11-13-2013 – Golf and Country Club Advisory Board – Cancellation Notice**

Cancellation Notice of the November 13, 2013 Golf and Country Club Advisory Board meeting was received for information without comment.

**6G) 11-20-2013 – Board of Parks and Parkways – Cancellation Notice**

Cancellation Notice of the November 20, 2013 Board of Parks and Parkways meeting was received for information without comment.

**6H) 11-27-2013 – Historic Preservation Board – Cancellation Notice**

Cancellation Notice of the November 27, 2013 Historic Preservation Board meeting was received for information without comment.

City Attorney Seiden clarified that due to the new quarterly meetings, the cancellation notices had been sent out so that the public was aware that there were no meetings.

**7. Public Hearings:**

**7A) Second Reading – Ordinance No. 1058-2013 – An Ordinance of the City Council of the City of Miami Springs Authorizing the Submission of a Corrected Legal Description of the City's Proposed Annexation Area to Miami-Dade County; Repealing all Ordinances or Parts of Ordinances in Conflict; Providing an Effective Date**

City Attorney Jan K. Seiden read the ordinance by title. This is an ordinance that the City was asked to provide to Miami-Dade County to correct the small piece of land that was left off of the pre-existing legal description for annexation with the County.

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

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

**7B) Second Reading - Ordinance No. 1059-2013 - An Ordinance of the City Council of the City Of Miami Springs Amending the Title To Article XV; Repealing and Deleting Code Sections 150-154 through 150-163 of the Airport, Marine, and Highway Business District (AMHBD); Reserving Code Section 150-154 Through 150-163 for Future Designation and Use By The City; Establishing and Enacting Code of Ordinance Section 150-166, Airport Golf District; Providing Purpose, Designating Permitted Uses and Prohibited Uses; Establishing Setbacks, Density, And Bonus Regulations; Creating Height Limitations; Providing For Off-Street Parking and Loading; Specifying Signage; Designating Development Review; Establishing Exemptions; Providing Fees; Repealing All Ordinances or Parts of Ordinances In Conflict; Directions To Codifiers; Effective Date**

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

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

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

**8. Consent Agenda:**

**8A) Approval of the City Attorney's Invoice for October 2013 in the Amount of \$13,507.25**

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

There was no discussion regarding this item.

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

**8B) Recommendation that Council Approve an Expenditure to 123SecurityProducts.com, the Lowest Responsible Quote, in the Amount of \$2,520.45, for a Samsung Digital Voice Recorder, Five High Resolution Cameras and Accessories, Pursuant to Section 31.11(C)(2) of the City Code, Utilizing Law Enforcement Trust Funds**

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

To answer Councilman Petralanda's question, Chief of Police Baan commented that the expenditure does include the installation.

**8C) Recommendation that Council Approve a Bid to Hub City Ford, Utilizing Florida Sheriffs Association Bid Award Announcement # 13-21-0904 in the Amount of \$23,390.00, for a 2014 Ford Interceptor police Rated Sedan Patrol Vehicle, Pursuant to Section 31.11(E)(5) of the City Code**

There was no discussion regarding this item.

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

**8D) Recommendation that Council Approve a Bid to Auto Nation Chrysler Dodge Jeep Ram Pembroke Pines, Utilizing Florida Sheriffs Association Bid Award Announcement #13-21-0904 in the Amount of \$47,526.00, for Two (2) 2014 Dodge Charger Patrol Vehicles, Pursuant to Section 31.11(E)(5) of the City Code**

There was no discussion regarding this item.

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

**8E) Recommendation that Council Award a Bid to Harrell's LLC, Utilizing Miami-Dade County Bid #9020-1/19, in the Amount of \$26,416.98, on an "As Needed Basis", for Customized Chemicals and Liquid Fertilizers for Fiscal Year 2013-2014, Pursuant to Section §31.11 (E)(5) of the City Code**

There was no discussion regarding this item.

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

**(Agenda Item 9A was discussed after Agenda Item 10F)**

**9. Old Business:**

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

There were no appointments to Advisory Boards.

**9B) Okeechobee Ramp and Canal Usage Discussion (tabled from 9/09/13)**

City Manager Gorland read the memo in its entirety.

Chief of Police Peter G. Baan commented that previous issues with the canal usage were with the advent of the personal water craft such as jet skis. At that time, the Police Department did not have a police boat and since there is currently a police boat, it can be used for enforcement if needed. There should be a limit on the speed, the horsepower, or the type of boat.

Mayor Garcia asked what type boats are currently allowed in the lakes and Chief of Police Baan said that no internal combustion motors are permitted.

Vice Mayor Bain commented that some lakes do not even allow electric boats.

Councilman Lob noted that he fishes at a lake in Tampa that is very large and it only allows for a 9 horsepower motor.

Chief of Police Baan stated that he would suggest a limit of 9.9 horsepower.

Vice Mayor Bain asked if Councilman Lob could get the rules and regulations from the lake he mentioned to use as a template and Councilman Lob replied affirmatively.

Vice Mayor Bain asked if the Police Department would manage the hours of use and Chief Baan commented that it would not be an issue to put a padlock on the gate to close access to the canal and remove it when it is open.

Vice Mayor Bain suggested having the hours from sunrise to sunset and Chief Baan replied that he would prefer to set definite hours.

Vice Mayor Bain said that there should also be some type of registration through the Community Policing Office such as a sticker for those who want to use the canal so there is some control as to the amount of people using the canal.

Chief of Police Baan mentioned that the ramp is in terrible shape and it is dangerous. He recommends that it be repaired before it is opened to the public.

Mayor Garcia asked Chief Baan to get an estimate on what it would cost to repair the ramp.

Vice Mayor Bain believes that it is important that the young men and women who want to use the canal go through some type of safety course or training.



Chief Baan noted that the Coast Guard has a safe boater's course online that is available.

Vice Mayor Bain would like to have a course that people can take at the Community Policing Office. The most important concept is to allow the young children to fish.

Councilman Petralanda is glad to see this item back on the agenda. He was a little disappointed when it was tabled at the last meeting and believes that this is a great idea. He asked if the use of the canal would be a liability for the City.

City Attorney Seiden replied that the City would be creating a liability situation. The City currently has no control of the waterway and as long as the City does not exercise control, there will be no liability. Once the City makes the canals accessible, then regulations and rules need to be created.

City Attorney Seiden said that if the City tells people that they must attend courses and they allow access through the ramp during set hours, under certain conditions, then the City will be responsible.

Mayor Garcia asked what would happen if the City did nothing but repair the ramp and leave it open.

Chief Baan asked if the City repairs the ramp, and assigns a 9.9 horsepower regulation to limit the City's exposure, if they would still be liable and City Attorney Seiden responded affirmatively.

Vice Mayor Bain clarified that the County restricted the access because the ramp belongs to the County.

City Attorney Seiden said that the City would have to find out who the ramp belongs to before making repairs.

City Manager Gorland stated that the County gave permission for the City to repair the ramp and he was under the impression that the ramp is the City's responsibility.

To answer City Manager Gorland's question, Chief Baan said that the Police Department has a key to the locked gate because they have a police boat that is used in the canal. Many years ago the ramp was gravel and it was once paved by the City and has been in that condition ever since.

City Attorney Seiden asked who closed the ramp and Vice Mayor Bain said that research would have to be done to find out who closed the ramp; he was told that the City put the lock on the gate.

Chief Baan replied that he recalls Miami Springs asking to have the canal closed.

Discussion ensued regarding who owns the lakes and the precautions for use of a lake by someone who does not live on it.

City Attorney Seiden stated that if the canal is opened it will be like opening "Pandora's Box" and Vice Mayor Bain said that is why he is tabling the item.

Councilman Lob was of the opinion that the possibility of opening the canal should still be considered and Councilman Petralanda agreed.

Councilman Windrem stated that the problem began due to the jet skis since there are manatees in the canals.

City Attorney Seiden commented that if the canals are going to be opened, they will need to be patrolled.

Chief Baan noted that the canal is not closed; the ramp is closed and Vice Mayor Bain said that people are still putting boats into the canals.

City Attorney Seiden stated that if the Police Department or the Human Resources/Risk Management Department feels that they are permitting a dangerous condition to exist, Council has now assumed the duty to prevent it or not.

To answer City Attorney Seiden's question, Vice Mayor Bain responded that he does not think that the canal is dangerous.

Discussion ensued on whether the canal is covered by the City's insurance and the Administration offered to look into the matter.

Mayor Garcia asked for the Administration to get the answers to all the questions and bring the information back to Council.

(Agenda Item 9C was discussed after Agenda Item 10A)

#### 9C) City Clerk Considerations

Mayor Garcia commented that at the last meeting Council decided to pick five applicants to interview. He explained that Human Resources Director Loretta Boucher called the top ten to determine if they were still available and nine out of the ten said that they were available.

City Attorney Seiden suggested that Council could start at the top of the list and see how many Council members have each of the applicants on their top five lists.

By consensus, Council agreed to interview six applicants instead of five. The following applicants were chosen to be interviewed:

- Erika Gonzalez-Santamaria (with three votes)
- Jacqueline Vieira (with three votes)
- Billy Urquia (with four votes)
- Suzanne Hitaffer (with five votes)
- Yamileth Pereyra (with three votes)
- Sandra Novoa (with four votes)

Councilman Petralanda recommended Tanya Fuentes whose name was under the "not qualified" list.

City Attorney Seiden asked if anyone else other than Councilman Petralanda wanted to recommend Tanya Fuentes and there were no other votes.

Mayor Garcia asked if the interview process had to be done through a public meeting and City Attorney Seiden replied affirmatively; it should be done in the same way as the interviews were conducted for the City Manager's position.

City Attorney Seiden suggested that a Special meeting would most likely have to take place for the interviewing process.

**By consensus, Council agreed to hold a special meeting to interview the applicants on Wednesday, January 8, 2014 at 6:00 p.m.**

Mayor Garcia stated that an applicant would do much better speaking one-on-one than sitting in front of a quasi-judicial Board.

Vice Mayor Bain said that part of the job is how a person represents themselves.

Mayor Garcia asked if it would be an ethics issue or against the law to call an applicant to speak with them and City Attorney Seiden replied that by doing that he would be excluding the public process.

City Attorney Seiden stated that the public process would not be the same because Council would have already received their answers from speaking to the applicant over the phone and they would be taking away the spontaneity of the process. Council would not be doing justice to the process. He is uncertain if there is anything illegal or unethical about calling an applicant, but in his opinion it would be inappropriate. If Council wants to be transparent about the hiring process then it should be done the same way that the hiring process was done for the City Manager.

City Attorney Seiden suggested having the initial hiring process and then once it has been eliminated to two applicants then maybe phone calls can be made to the applicants, but he is not giving Council the go ahead yet; he will have to give it some thought.

Discussion ensued regarding the Jennings Law and making phone calls to the applicants.

City Attorney Seiden explained the lobbying requirements. He noted that the process should be made as transparent as possible. He believes that it is very important to see how a person would function in a public setting since they are going to be dealing with the public and Council. He would discourage Council from calling the applicants. When there are two applicants left, he still believes that the applicants should be brought back again for final questioning.

Mayor Garcia asked that City Attorney Seiden inquire to find out if it is illegal to call the applicants and City Attorney Seiden said that he would contact the Commission on Ethics to get information and let Council know.

Mayor Garcia commented that he would like to have a conversation with Acting City Clerk Hitaffer about this process but from what City Attorney Seiden is telling him, he cannot speak with her.

(Agenda Item 10A was discussed after Agenda Item 10D)

**10. New Business:**

**10A) First Reading – Ordinance No. 1060-2013 – An Ordinance of the City Council of the City Of Miami Springs Repealing And Deleting Article XIV, Mixed Use District, And Code of Ordinance Sections 150-145 through 150-153 in their Entirety; Reserving Article XIV and Code Sections 150-145 through 150-153 for Future Use; Repealing all Ordinances or Parts of Ordinances in Conflict; Directions to the Codifiers; Providing an Effective Date**

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

City Attorney Seiden explained that before the Airport Marine Highway Business District came into effect, there was the Mixed Use District which was the same area as the Airport Marine Highway Business District. There is a provision in this ordinance that is in every ordinance that Council passes. These sections have been repealed for some time and have been repealed by not only this language, but by the enactment of the Airport District. In removing the Airport Marine Highway Business District, he believes that there is no reason for those sections to be in the books and it has been superseded twice.

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

(Agenda Item 10B was discussed after Agenda Item 9B)

**10B) Resolution No. 2013-3605 - A Resolution of the City Council of the City of Miami Springs Amending the Schedule of Golf Charges and Fees For the Operation of the Miami Springs Golf and Country Club; Reserving the Right and Authority to Amend or Supplement the Schedule of Charges; Effective Date**

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

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

(Agenda Item 10C was discussed after Agenda Item 10E)

**10C) Resolution No. 2013-3606 – A Resolution of the City Council of the City of Miami Springs Authorizing the City Manager to Apply For a FY 2014 Edward Byrne Memorial Justice Assistance Grant From the Federal Drug Control And System Improvement Program, through the Office Of Grants Coordination, Justice Assistance Grant Administration for Miami-Dade County; Authorizing the City Manager to Execute Grant Contracts and Agreements, Execute Contracts and Agreements to Accomplish Grant Funding Purposes, Expend Funding for Established and Authorized Purposes, Receive and Expend Additional Funding that Might Become Available, Execute Amendatory Application Documentation, and to Exercise All Contractual Rights, Authorizations and Privileges Available to the City; Effective Date**

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

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

**10D) Recommendation that Council Approve the Execution of an Agreement for Shoring Up the Pool and Deck Facility in the Amount of \$47,000.00 (materials \$20,000.00 and installation \$27,000.00) and Provide One (1) Site Visit in the Amount of \$1,850.00 Six (6) Months from Date of Installation in Accordance with the Payment Schedule in the Contract**

City Manager Gorland read the recommendation memo in its entirety.

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

(Agenda Item 10E was discussed after Agenda Item 10B)

**10E) Consideration of Request by Springs on the Green LLC, Principals Mr./Ms. Manuel Perez-Vichot, to Purchase a Very Small Parcel of City Property Adjacent to 627 Eldron Drive in the Amount of One Hundred Five Thousand Dollars (\$105,000)**

City Attorney Seiden asked Council to refer to City Manager Gorland's memo before there are any questions. Council needs to determine if they are satisfied with the purchase price which is proposed to be \$105,000 for approximately 10,299 square feet of land. If Council is not satisfied with that price, then the City has the option of securing an independent second appraisal.

City Attorney Seiden said that if Council agrees upon a price, then the City is going to ask the purchaser to provide a purchase contract for the City which would be in the City's net contract which means that the City does not pay for anything. Upon receiving the contract, Council can then give conditional approval, without authorizing its execution and the City would then ask that the purchaser provide the County with some dates for an election for the referendum that needs to be conducted. The Charter requires that there be a referendum when there is a sale of any property in regard to the golf course.

City Attorney Seiden commented that in the County's last e-mail correspondence, they told the City not to pass an official resolution setting an election without getting their approval of a date first. When the group decides, based upon what Council decides tonight, or what may happen in the near future, then the County can select an election date 60+ days in advance. Once the dates have been secured by the County, he can prepare a resolution calling for the special election.

To answer Vice Mayor Bain's question, City Attorney Seiden said that the steps that are outlined in the memo are the proper way to go through the process.

Vice Mayor Bain said that it looks okay but because it is City property, there should be another appraisal.

Mayor Garcia clarified that the City does not have an appraiser; the appraiser works independently and would be hired.

City Manager Gorland stated that he will have an appraisal done by an independent appraiser and it would be brought back to Council as soon as possible.

(Agenda Item 10F was discussed after Agenda Item 8E)

#### **10F) Miami Springs Historical Society Facility Agreement**

City Manager Gorland read the recommendation memo in its entirety.

To answer Vice Mayor Bain's question, City Manager Gorland said that there really is no cost to the City. The City is only maintaining the structure and the Historical Society will be responsible for the normal operating costs for the building.

**Councilman Petralanda moved the item. Councilman Lob seconded the motion.**

City Attorney Seiden clarified that the only blank in the agreement is under the term of agreement. He spoke with City Manager Gorland today and it is his position that he would like to have it executed as soon as possible so the Historical Society can begin their work.

City Attorney Seiden asked if the Historical Society had insurance and Lily Martinez replied that they have asked for quotes but there is not a signed agreement and as soon as there is a signed agreement they will be ready to move forward.

City Attorney Seiden noted that the City cannot give the Historical Society the building until they have the required insurance.

Ms. Martinez asked if they needed to have an agreement in order to secure insurance and City Attorney Seiden stated that the Historical Society should have a copy of the agreement.

City Attorney Seiden asked if a copy of the agreement had been sent to the insurance agent and Ms. Martinez said that they have not done that because they were waiting for an approval but it can be done quickly.

City Attorney Seiden suggested that Council should approve the agreement, subject to the insurance and the date that the Society secures the insurance, would be the date that would begin the five-year term of the agreement.

**By consensus, Council agreed to the suggestion stated by City Attorney Seiden.**

Councilman Petralanda would like to implement a ten-year term instead of a five-year term.

Ms. Martinez noted that the Society had previously asked for a ten-year term. They will incur a lot of expenses in the move to the new location. She said that this is a big accomplishment; they are happy to spend the money, but it would be more comforting to know that they would have use of the building for a longer term.

City Manager Gorland clarified that the building belongs to the City but the area belongs to the County.

Mayor Garcia said that his only concern for extending the contract is that if Miami-Dade County takes over their property then the City will lose the building as well.

City Attorney Seiden agreed and apologized because he was told that the building belonged to the City. If it is subject to a lease with Miami-Dade County then the agreement has to be different. The only change would be that the City and the Society would have to understand that it is subject to Miami-Dade County approval, which can be added.

Ms. Martinez asked if they can have the Museum in another location so they will not have that worry and Mayor Garcia responded that the likelihood of the County taking back the property is not likely because of the parks that the City maintains.

Ms. Martinez asked if the Society could have a caveat in the agreement so that the City would help the Society find another location if things were to go the other way. The money the Society is using belongs to the residents and the Society is grateful for their donations. The merchandise that will be in the building is valuable and the Society cannot afford for it not to be safe.

Vice Mayor Bain stated that this should have been discussed between the Administration and this should not have been done this way. He believes that this should be tabled and the contract needs to be made correctly.

Ms. Martinez commented that the current facility agreement states that it can be renewed for another five years.

City Attorney Seiden clarified that the agreement states that it may be extended at the end of the term upon terms and conditions that are mutually acceptable; it does not say that the renewal term is five years. What might happen in the future and what Council might want to do in the future is not really part of a facility agreement.

Councilman Petralanda expressed his concern for tabling the item. He suggested a ten-year term.

To answer Mayor Garcia's question, City Manager Gorland stated that there was no discussion on an extension to the agreement, but there was discussion on the initial term of the agreement which was five years.

City Attorney Seiden commented that he can provide a provision to the agreement that everyone acknowledges that the agreement is subject to whomever the property belongs to.

Councilman Windrem asked for City Attorney Seiden's opinion on the ten-year term versus the five-year term and City Attorney Seiden replied that it would be Council's decision.

Councilman Petralanda said that five years from now, the Council may not be as receptive to the Society as the current Council is now. He believes that Council owes it to the Society to protect them for ten years.

Mayor Garcia stated that the time is not really an issue for him. The building was not being utilized and he would not mind changing the term. He wants the Society to understand that it is County property.

Ms. Martinez commented that the Society would like to work with the School Board and their efforts will be extremely positive.

City Attorney Seiden suggested that Council could add the changes to the agreement if they have a copy in front of them.

Councilman Lob asked if the five year or ten year term is going to be included in this agreement and City Attorney Seiden replied that it is up to Council to decide on the term.

**Councilman Petralanda amended his motion to state ten years rather than five years. Councilman Windrem seconded the motion.**

City Attorney Seiden clarified that the vote is for the lease, as amended, with the provision and with the amendment of a ten-year agreement instead of a five-year agreement.

**The motion was carried 3-2 on roll call vote with Vice Mayor Bain and Councilman Lob being the dissenting votes.**

Historical Society President Beverly Roetz commented that the Society appreciates everything that the City has done for them. The Society is anxious to present the museum to everyone. She has plans to meet with School Board member Susie Castillo and the museum will be affecting every student in Miami-Dade Dade County in a positive way.

#### **11. Other Business:**

**11A) Consideration of Cancelling/Rescheduling the Regular Council meetings of Monday, November 25<sup>th</sup> and Monday, December 23<sup>rd</sup>.**

City Manager Gorland stated that both of these meetings occur during holiday weeks.

**By consensus, Council agreed to cancel the Regular Council meetings of Monday, November 25<sup>th</sup> and Monday, December 23<sup>rd</sup>.**

#### **12. Reports & Recommendations:**

**12A) City Attorney**

None.

**12B) City Manager**

#### **Community Shred Day**

City Manager Gorland reminded everyone of the Community Shred Day from 4:00 p.m. to 8:00 p.m. on Wednesday, November 13<sup>th</sup> at the Community Center in the pool parking lot that will incorporate the residential and commercial sectors.



## **Happy Thanksgiving**

City Manager Gorland wished everyone a happy Thanksgiving holiday.

## **12C) City Council**

### **Veterans Day Ceremony**

Councilman Petralanda thanked the Recreation Staff for planning the Veterans Day memorial ceremony. He also attended a very moving ceremony in the City of Hialeah.

## **Happy Thanksgiving**

Vice Mayor Bain wished everyone a Happy Thanksgiving.

### **Okeechobee Boat Ramp**

Vice Mayor Bain said that he was upset about the boat ramp, but he would like the Chief of Police to research the subject and bring back the item on a future agenda.

### **City Clerk Position**

Vice Mayor Bain hopes that Mayor Garcia talks to all six applicants before the meeting on January 8<sup>th</sup>.

### **Golden Veterans Day Parade**

Mayor Garcia thanked the City Manager and Council for their support of the County's Golden Veterans Day parade in Downtown Miami. He attended along with Councilman Windrem and his daughter who participated in the parade. He thanked Commissioner Jose "Pepe" Diaz and Commission Chairwoman Rebeca Sosa.

### **Veterans Day Ceremony**

Mayor Garcia gave kudos to the staff for putting together the memorial ceremony. He thanked City Manager Gorland for his service.

### **Arthritis Walk**

Mayor Garcia reported that this weekend is the Arthritis Walk. He encouraged everyone to visit his Facebook page for more information. He thanked everyone who attended his fundraiser a few weeks ago; he was able to raise a little over \$4,000.

### **Youth Basketball League**

Mayor Garcia reported that the Youth Basketball season has begun and he encouraged everyone to get a schedule and watch the games.

**Happy Anniversary**

Mayor Garcia wished his wife a happy 13<sup>th</sup> anniversary.

**Happy Anniversary**

Mayor Garcia wished Assistant City Manager/Finance Director Alonso and his wife a happy anniversary.

**Golden Veterans Day Parade**

Councilman Petralanda noted that he spoke with Commissioner Diaz and the parade will be held on a Saturday next year.

**13. Adjournment**

There being no further business to be discussed the meeting was adjourned at 9:21 p.m.

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Zavier M. Garcia  
Mayor

**ATTEST:**

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Suzanne S. Hitaffer, CMC  
Acting City Clerk

Approved as \_\_\_\_\_ during meeting of:

Transcription assistance provided by Elora R. Sakal.

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

**DRAFT**



**CITY OF MIAMI SPRINGS, FLORIDA**

The Miami Springs Education Advisory Board met at 6:30 p.m., on Tuesday, November 19, 2013 in the City Hall Council Chambers.

The meeting was called to order at 6:33 p.m.

**I. Call to Order/Roll Call**

The following were present: Chair Dr. John Salomon  
Caridad Hidalgo  
Kim Werner

Absent: Vice Chair Dr. Mara Zapata  
Michael G. Hunter

Also Present: Acting City Clerk Suzanne S. Hitaffer

**II. Approval of Minutes: September 17, 2013 Regular Meeting**

Minutes of the September 17, 2013 meeting were approved as written.

Board member Werner moved to approve the minutes and Board member Hidalgo seconded the motion, which carried unanimously on voice vote.

**III. New Business: Focus Group Discussion**

1. Board members will discuss motions/resolutions that will be considered to pass on to the City Council for approval. These motions should be in alignment with the Education Compact.

Chair Salomon reminded that any motions should be aligned with the compact.

Board member Werner said that there is no secret in what she believes is transformational for schools. The City of Miami Beach is now funding all of its schools and is already a No Place for Hate school. The City received the honor of being a Community of Respect and she feels that Miami Springs could be the same.

Board member Werner believes that the community event would still be recognized which is necessary to become a Community of Respect. Only one school needs to be trained which is a \$1,200.00 fee that could be raised. One school principal would need to agree to this idea to begin. She would love to see this kind of action taken in the community.

Chair Salomon explained that the Board is making a recommendation to Council to work in conjunction with the District.

Board member Hidalgo asked what the school training entails and Board member Werner replied that it must have a No Place for Hate designated training.

Chair Salomon suggested that the Board decide what school to work with and include it in the motion.

To answer Board member Werner's question, Board member Hidalgo commented that Miami Springs Middle School is under an extreme amount of pressure because they are under Educational Transformation Office (ETO). The school has dropped to a letter grade of a "D". She explained what ETO is and how it works. She would like to see the Middle School start this project but she would have to discuss it with the school administration.

Chair Salomon asked to what extent the No Place for Hate covers cyber bullying and Board member Werner replied that a school is offered a variety of trainings and the Principal and Staff can choose which training they would like their students to learn.

Board member Hidalgo suggested Springview Elementary to be the first school to try this project.

Board member Werner noted that she does not know the principal for Springview Elementary and Chair Salomon replied that there is a new principal.

Chair Salomon suggested Miami Springs Elementary since Principal Sally Hutchings has been there for so long.

Board member Werner stated that Principal Hutchings reached out to her so Miami Springs Elementary may be a good place to start.

Chair Salomon commented that he was reading through the "Roberts Rules of Order" and it states that when there is a small board, the Chair can make motions. He read the following on page 112:

*"Is it true that the President can vote only to break a tie? The answer is no. It is not true that the President can vote only to break a tie. If the President is a member of the voting body, he or she has exactly the same rights and privileges as all other members have including the right to make motions, to speak in debate, and to vote on all questions. In meetings of a small board where there are not more than about a dozen Board members present and in meetings of a committee the presiding officer may exercise these rights and privileges fully as any other member".*

Board member Werner moved to recommend that the City of Miami Springs work together with the District to achieve the Anti-Defamation League's No Place for Hate status at Miami Springs Elementary School. Board member Hidalgo seconded the motion which was carried unanimously on voice vote.

Chair Salomon would like to get help from the City and the District to create a partnership with Miami International Airport in order to provide student internships. He would also like to provide job opportunities to On the Job Training (OJT) students.

Board member Werner commented that her husband works at George T. Baker Aviation School. The principal is indirectly or directly part of the feeder pattern. She suggested including Dr. Sean Gallagan because he is influential.

Chair Salomon moved to recommend that the City Council work with the District in establishing a partnership with Miami International Airport that specifically leads to student internships and part-time jobs for OJT students from Miami Springs Senior High School and to consult Dr. Sean Gallagan at George T. Baker Aviation if need be. Board member Hidalgo seconded the motion which carried unanimously on voice vote.

Chair Salomon commented that as the Board may already know, he is an Art teacher and one of items that the compact discusses is that students establish a relationship with the Senior Citizens in the community. He discussed the idea of having an Art Show to showcase the art of the senior citizens and the students from the Miami Springs' schools with Councilman Petralanda and he said he would definitely help. He would like to have the Art Show at the Curtiss Mansion but it could be anywhere that the City decides.

Chair Salomon moved to recommend that the City Council work with the District in hosting an Art Show that showcases the work of senior citizens and students from the Miami Springs schools. Board member Werner seconded the motion which was carried unanimously on voice vote.

Chair Salomon stated that he would like to facilitate the Historical Society to the students at the Miami Springs Schools.

Board member Werner suggested that the motion should include the Society visiting the schools.

Chair Salomon said that he does not want to limit the verbiage to just field trips to the Society. There could be innovative ways of sharing history.

Discussion ensued regarding a field trip that students previously took to the Curtiss Mansion and to City Hall.

Chair Salomon moved to recommend that the City Council work with the District in establishing a partnership with the Miami Springs Historical Society so that students can benefit from innovative ways in sharing the history of the community. Board member Hidalgo seconded the motion which was carried unanimously on voice vote.

IV. Suggestions for next agenda

Chair Salomon noted that the next meeting is in January.

V. Adjourn

There was no further business to discuss and the meeting adjourned at 7:09 p.m.

Respectfully Submitted,

Suzanne Hitaffer  
Clerk of the Board

Approved as written at meeting of:

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



*City of Miami Springs, Florida*

*Zoning and Planning Board*

CANCELLATION NOTICE

The Zoning and Planning Board meeting of Monday, December 2, 2013 has been canceled since there are no new cases to be heard by the Board.

---

Elora R. Sakal  
Board Secretary

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



*City of Miami Springs, Florida*

*Board of Adjustment*

CANCELLATION NOTICE

The Board of Adjustment Regular Meeting of Monday, December 2, 2013 has been canceled due to the fact that there are no new cases to be heard by the Board.

---

Elora R. Sakal  
Board Secretary

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





## CANCELLATION NOTICE

### CODE ENFORCEMENT BOARD

The regular meeting of the Code Enforcement Board scheduled for Tuesday, December 3, 2013 has been canceled in advance since there are no new cases to be heard by the Board.

A handwritten signature in cursive script, reading 'Suzanne Hitaffer', is positioned above a horizontal line.

Suzanne S. Hitaffer  
Acting City Clerk

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

# MIAMI DAILY BUSINESS REVIEW

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

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

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

CITY OF MIAMI SPRINGS  
PUBLIC HEARING 12/9/2013

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

11/21/2013

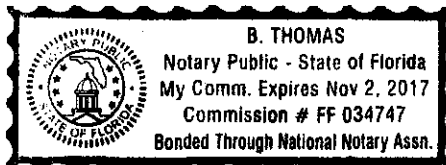
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has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

Sworn to and subscribed before me this

21 day of NOVEMBER, A.D. 2013

(SEAL)

MARIA MESA personally known to me



## PUBLIC HEARING

The Miami Springs City Council will conduct a public hearing at their regular meeting on Monday, December 9, 2013, at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive, Miami Springs, Florida regarding the following proposed ordinance

**ORDINANCE NO. 1060-2013 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS REPEALING AND DELETING ARTICLE XIV, MIXED USE DISTRICT, AND CODE OF ORDINANCE SECTIONS 150-145 THROUGH 150-153 IN THEIR ENTIRETY; RESERVING ARTICLE XIV AND CODE SECTIONS 150-145 THROUGH 150-153 FOR FUTURE USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; DIRECTIONS TO THE CODIFIERS; PROVIDING AN EFFECTIVE DATE**

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

Suzanne S. Hittner, CMC, Acting City Clerk

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

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: 305.805.5006, no later than seven days prior to the proceeding.  
11/21 13-3-147/2187311M

\$ 83.65

City Council Meeting of:

12-9-2013



ORDINANCE NO. 1060-2013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS REPEALING AND DELETING ARTICLE XIV, MIXED USE DISTRICT, AND CODE OF ORDINANCE SECTIONS 150-145 THROUGH 150-153 IN THEIR ENTIRETY; RESERVING ARTICLE XIV AND CODE SECTIONS 150-145 THROUGH 150-153 FOR FUTURE USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; DIRECTIONS TO THE CODIFIERS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Mixed Use District, Code of Ordinance Sections 150-145 through 150-153, was originally enacted to provide "large scale" commercial district regulations for the City; and,

WHEREAS, the district was not successful in application and was subsequently superseded by the enactment of Article XV and the Airport, Marine, and Highway Business District, Code of Ordinance Sections 150-154 through 150-163; and,

WHEREAS, although the two districts provided separate and distinct district boundary regulations for the same properties in the City, and while the Mixed Use District should have been repealed by the enactment of the Airport, Marine, Highway Business District, it is likely that the Mixed Use Business code sections have remained in the Code because the two districts were given sequential code numbering rather than superseding code numbering; and,

WHEREAS, even the Airport, Marine, and Highway Business District codes have been repealed and deleted from the City Code of Ordinances by the enactment of the Northwest 36<sup>th</sup> Street, Abraham Tract, and Airport Golf Districts; and,

WHEREAS, the code sections of the Mixed Use District have already been effectively repealed by the subsequent enactments of the City Council and should be deleted from the City Code of Ordinances; and,

WHEREAS, the City Council has reviewed the legislative history of the Mixed Use District and Code of Ordinance Sections 150-145 through 150-153 and determined that it is both proper and appropriate and in the best interests of the City and its citizens to repeal and delete the District and its corresponding Code of Ordinance sections from the City Code;

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

Section 1: That Chapter XIV, Mixed Use District, and Code of Ordinance Sections 150-145 through Code of Ordinance Section 150-153 should be repealed and deleted from the City Code in their entirety as follows;

ARTICLE XIV. MIXED USE DISTRICT

~~Sec. 150-145. Purpose.~~

~~The purpose of the mixed use (MUB) district is to provide for the establishment of compatible and complimentary combinations of uses for office development, retail shopping, restaurants, cultural and/or recreational activities, hotels and/or motels, and such other similar uses as are permitted herein, together with all required supporting facilities. MUB district uses shall be established in accordance with the guidelines set forth in the City future land use plan for locations indicated and designated in that plan as mixed-use business.~~

~~Sec. 150-146. Permitted uses.~~

- ~~(A) Generally, Principal and accessory uses and structures permitted in the MUB district as set forth herein, are subject to the requirements and limitations as specified. Such uses and structures are permitted only where they form complimentary groupings of facilities and activities, and where a particular combination of proposed uses would be appropriate to the surrounding area by nature of use and design.~~
  
- ~~(B) Principal uses and structures permitted generally.~~
  - ~~(1) Offices, business and professional; studios, and clinics (other than veterinary).~~
  - ~~(2) Agencies for travel and insurance and similar services.~~
  - ~~(3) Hotels and motels.~~
  - ~~(4) Private clubs and lodges.~~
  - ~~(5) Business colleges, secretarial schools, and similar educational facilities.~~
  - ~~(6) Banks, savings and loan associations, and similar financial institutions.~~
  - ~~(7) Retail stores, except those dealing in second-hand merchandise other than antiques.~~
  - ~~(8) Service establishments, including photographic studios; barber and beauty shops; establishments for repair of shoes, small home appliances, clocks and watches, and photocopying service shops not to exceed 2,500 square feet.~~
  - ~~(9) Restaurants.~~
  - ~~(10) Cultural or recreational facilities such as urban plazas, health and athletic clubs, theaters, auditoriums, libraries, art galleries and museums.~~
  - ~~(11) Parking garages.~~
  - ~~(12) Structures and uses other than those listed above, required for performance of governmental functions.~~
  - ~~(13) Structures and uses relating to operation of public utilities and requiring location within the district to serve it or neighborhood districts.~~
  - ~~(14) Community residential school in compliance with the terms, conditions and standards of usage approved by the City Council on September 25, 1991, so long as such school is in compliance with the following conditions of usage, to-wit:
    - ~~(a) No school may be located within a 1,000 foot radius of another community residential school.~~
    - ~~(b) No school may occupy more than one structure for "school purposes", and no more than two structures for "residential purposes" relating to the community residential school.~~~~

- ~~(c) No school shall permit or provide residential housing for more than five students and two adult supervisors in each residential structure.~~
  - ~~(15) Other enterprises or businesses which are similar to enterprises or businesses enumerated herein, which have been reviewed by the City Planning and Zoning Board and approved by the City Council upon application and hearing.~~
- ~~(C) Permissible principal uses and structures; limitations as to location.~~
  - ~~(1) Retail service establishments shall be limited to location on the ground floor of principal structures.~~
  - ~~(2) Retail and service establishments shall front on pedestrian portions of the street right-of-way, or on other pedestrian open space areas with public access from streets, and shall occupy at least 50 percent of the ground floor street frontage.~~
  - ~~(3) Parking garages are permitted as a principal use provided that there shall be no vehicular access to such facilities directly from N. W. 36th Street.~~
  - ~~(4) Parking lots adjacent to N. W. 36th Street are permitted only as a temporary use, subject to improvement of those portions of lots adjacent to principal pedestrian flows so as to provide screening and safety controls to alleviate potential adverse effects on pedestrian movement. These parking lots may be authorized for use not to exceed a period of one year, and thereafter on a year to year basis upon proper application approved by the City Planning and Zoning Board and the City Council.~~
- ~~(D) Accessory uses and structures.~~
  - ~~(1) Uses and structures customarily accessory and incidental to specified principal uses and structures, and which do not alter the character of the district, are permitted subject to limitations and provisions established by this ordinance and other applicable City ordinances and regulations.~~
  - ~~(2) Any use permissible as a principal use is allowed as an accessory use subject to limitations and requirements applying to the principal use.~~
  - ~~(3) An accessory use shall include a subordinate structure or portion of the main structure located on the same building site when such use is incidental to the main structure.~~
- ~~(E) Permissible accessory uses and structures; limitations as to location.~~
  - ~~(1) Entrances to accessory parking lots and structures shall be oriented away from N. W. 36th Street, and shall be located behind the principal structure on the same building site.~~
  - ~~(2) Vehicular access to on-site parking, loading, or service shall not be permitted along N. W. 36th Street.~~
  - ~~(3) Access drives are permitted along the adjacent minor street frontage and shall be located and designed in a manner which will insure smooth flow of vehicular and pedestrian circulation.~~

~~Sec. 150-147. Lot and floor area; setbacks.~~

- ~~(A) Maximum lot coverage. The maximum allowable lot coverage for all main and accessory buildings shall not exceed 50 percent of the lot area.~~
- ~~(B) Floor area limitations.
  - ~~(1) For the purpose of this subchapter the floor area ratio (F.A.R.) shall be the total floor area of a building or buildings on a building site divided by the area of the site. The total floor area shall include the gross horizontal area of all floors of any building or buildings on the site for the purposes of determining this ratio.~~
  - ~~(2) For lot areas less than 15,000 square feet in size, the maximum ratio of building floor area to lot area shall not exceed 0.60 F.A.R.~~
  - ~~(3) For lot areas of 15,000 square feet, or greater, the ratio of building floor area to lot area shall not exceed 1.5 F.A.R., except as otherwise modified in this subchapter.~~
  - ~~(4) For parking garages as principal use, the ratio of total floor area to lot area shall not exceed 1.5 F.A.R. Floor area shall include all floor area within the structure used for parking, including area used for restaurants and retail facilities which shall be permitted in connection with parking garages as incidental principal uses. Establishments shall not occupy more than 20 percent of the floor area of parking structure, and shall be located on the ground floor and oriented toward pedestrian flows.~~~~
- ~~(C) Allowable increase in floor area for buildings providing combination of uses. For developments on lot areas of 15,000 square feet, or greater, the allowable floor area may be increased in conformance with provisions and limitations specified below.
  - ~~(1) Mixed use buildings. For every square foot of gross area that a building provides of ground level retail, service and supporting uses, the floor area of other permissible use may be increased by one square foot, not to exceed a floor area ratio of 2.00.~~
  - ~~(2) Pedestrian open space. For the purposes of this subchapter pedestrian open space is defined as an area designated for pedestrian outdoor noncommercial uses, excluding parking and other service areas, and which is open to the sky (except where sheltered by projected portions of buildings or arcades). Open spaces shall include landscaped areas, paved terraces, decks and sitting areas, and outdoor recreation areas appropriately designed and improved and located for outdoor uses for occupants and visitors, considering safety, convenience and aesthetic appearance. For every foot of ground level pedestrian open space provided by the development, the allowable building floor area may be increased by one square foot, but the increase shall not exceed 0.20 F.A.R. times lot area.~~
  - ~~(3) Increased floor area ratio. Subject to site plan approval and confirmation by the City Planning and Zoning Board and the City Council, allowable floor area ratio may be increased for developments occupying sites larger than 1.0 acre, and accommodating a mixture of uses in accord with the intent of this district, not to exceed a total of 3.00 F.A.R.~~~~

- ~~(D) Minimum setbacks for all developments in MUB districts.~~
- ~~(1) Adjacent to N. W. 36th Street, setbacks shall be a minimum of 30 feet from the street right-of-way. No driveway or off-street parking shall be allowed between street rights-of-way and buildings.~~
  - ~~(2) Adjacent to streets other than N. W. 36th Street, setbacks shall have a minimum depth of 12 feet from the street right-of-way.~~
  - ~~(3) There shall be no minimum requirements for interior yards or setbacks, except as may be required by other provisions of the City Code of Ordinances.~~
  - ~~(4) Adjacent to residential districts setbacks shall be a minimum depth of 40 feet.~~
  - ~~(5) At least 70 percent of all setbacks adjacent to any street shall be improved and reserved for pedestrian open space.~~
  - ~~(6) Pedestrian open space may be provided at any level that serves the commercial uses.~~
  - ~~(7) All setbacks may be used for utility rights-of-way.~~

**Sec. 150-148. Height limitations.**

- ~~(A) Height limitations are as follows.~~
- ~~(1) Structures located within 150 feet from adjoining residential districts shall not exceed a height of 50 feet.~~
  - ~~(2) Structures or portions of structures located adjacent to N. W. 36th Street, and more than 150 feet from adjoining residential districts shall not exceed a height of 120 feet.~~
- ~~(B) Maximum height in the MUB district shall decrease northward from N. W. 36th Street, and toward residential districts to provide a balanced relationship between physical masses and avoid light obstruction to adjoining residential uses.~~

**Sec. 150-149. Off street parking and loading.**

- ~~(A) *Parking standards and requirements:*~~
- ~~(1) See § 150-016~~
- ~~(B) *Off-street loading.*~~
- ~~(1) For the purpose of this subchapter a loading space is defined as a space within the main building or on the same lot, logically and conveniently located for bulk pickups and deliveries. A loading space shall be scaled to the size of the delivery vehicle anticipated, plus a space of six feet in length greater than the vehicle anticipated to be accommodated. No loading berth shall be less than a minimum of 12 feet in width and a length of not less than 35 feet, and shall be directly accessible from a street without crossing or entering any other required off-street loading or off-street parking spaces.~~
  - ~~(2) All developments shall provide off-street loading which shall be located and designed so as to provide safe and convenient access by delivery vehicles with minimal interference with the movement and parking of other vehicles on the premises. Subject to the approval of the City Planning and Zoning Board and the City Council, loading areas may be required to be placed in locations separated from other activities or screened by appropriate physical barriers.~~

- ~~(3) Required off-street loading stalls shall be reserved for loading purposes, and shall not be used for parking of vehicles other than those in the process of loading or unloading. No vehicle being loaded or unloaded shall project into any public walkway or street.~~
- ~~(4) Off-street loading facilities shall be properly drained to prevent damage to abutting property or public streets, and shall not be used for any purpose other than loading and unloading. At no time shall the loading area be used for storage.~~

~~Sec. 150-150. Site planning.~~

~~The site plan for developments within the MUB district shall provide for safe and efficient functioning of intended uses, including pedestrian and vehicular circulation, and for harmonious and convenient groupings of structures and activities.~~

- ~~(A) Location and design requirements.~~
  - ~~(1) Principal structures shall face towards N. W. 36th Street when possible, or side streets, but in all instances away from residential districts.~~
  - ~~(2) Entrances to accessory parking lots and structures shall not be oriented toward N. W. 36th Street, and shall be located behind the principal structure on the same building site. Vehicular access to on-site parking, loading or service shall not be permitted directly from N. W. 36th Street. Access drives shall be provided from adjacent minor street frontages, and shall be located and designed to insure smooth flow of vehicular and pedestrian circulation.~~
  - ~~(3) Pedestrian access may be provided at any suitable locations, but shall be separated from vehicular access points, except where signalization is used to control pedestrian and vehicular movements.~~
  - ~~(4) Accessory parking lots shall be constructed and designed in accordance with § 150-016~~
  - ~~(5) Loading zones and the parking of commercial vehicles shall be arranged so as to provide safe access from driveways and public streets, to prevent interference with vehicular and pedestrian circulation on the premises, and to avoid friction with traffic passing the premises.~~
  - ~~(6) Developments on sites which occupy the northern sections of the district abutting residential areas shall provide east/west roadways for access and for cross-block circulation, where necessary due to side street traffic diversion. Roadways shall be designed to accommodate smooth vehicular movement, and shall be located not less than ten feet from the adjoining residential district.~~
  - ~~(7) All utilities shall be placed underground, and there shall be appropriate provisions made for servicing such utilities.~~
- ~~(B) Protective screening and landscaping.~~
  - ~~(1) In general, landscaping shall not reduce visibility and create a hazard to vehicular and pedestrian circulation, nor to public safety and security.~~
  - ~~(2) Landscaping shall be required in all accessory open areas, and protective masonry screening and hedges shall be required for the protection of adjacent property.~~



- ~~(3) In addition to landscape regulations established in § 150-016, the following additional requirements shall apply.~~
- ~~(a) Where any development site in this district adjoins a residential district, there shall be a landscaped buffer area, ten feet wide, located along the portion of the site which directly abuts the residential district. Landscaping shall include and continuously be maintained as a hedge not less than three and one-half feet and not greater than six feet in height to form a continuous screen. In addition, one tree shall be provided for each 30 linear feet. The buffer area shall include a 72-inch high masonry wall which shall extend along the length of adjoining property lines, except for sites on through-streets, where a masonry wall shall be no closer than ten feet to the property line adjacent and parallel to the street right-of-way. No off-street parking shall be permitted in the buffered area.~~
  - ~~(b) Off-street parking areas shall have at least ten square feet of interior landscaping for each parking space, excluding those spaces abutting a perimeter for which landscaping is to be provided, and all such landscaping shall be continuously maintained by the owner. No row of parking spaces shall exceed ten spaces without a five-foot minimum width of landscaped area to divide any continuation of such row of parking. In addition, other vehicular use areas shall have one square foot of landscape area, and not less than one tree for each 100 square feet of paved area.~~
  - ~~(c) Along N. W. 36th Street and on side streets, shade trees shall be provided at maximum of 30-foot intervals, not less than five feet from the curb line.~~
  - ~~(d) For the purposes of this subchapter, the protective masonry wall may be constructed of CBS concrete block. Stucco and painting are required for all protective boundary walls, and special architectural features such as the use of brick, stone, wood, metal, or glass on these walls may be allowed if approved by the City Planning and Zoning Board and the City Council upon proper application and hearing.~~
  - ~~(e) The owner of MUB property, or his agent shall be responsible for the maintenance of the protective masonry wall and of all landscaping which shall be maintained at a set height and in good condition so as to present a healthy, neat, orderly appearance, and shall be kept free from refuse and debris. All landscaped areas shall be provided with a readily available water supply with at least one outlet located within 100 feet of all plant material to be maintained.~~

~~Sec. 150-151. Signs.~~

~~Signs in the MUB district shall meet the requirements specified in § 150-030, and the following additional limitations.~~

- ~~(A) No signs in the MUB district shall face the nearby residential district.~~

- ~~(B) — One sign structure, not exceeding 30 feet in height, and having not more than two sign surface areas, may be erected along principal street frontage from which there is a major entrance to the development. Signs may contain only the name of the establishment and facilities within the development. Each sign surface shall be limited to 30 square feet for each acre or portion thereof, of land occupied by the development.~~
- ~~(C) — For individual establishments, identification signs are permitted, but shall not exceed ten percent of the wall surface area.~~
- ~~(D) — Detached signs shall not be permitted, except for the purposes of parking, vehicular and pedestrian directional signs so long as these signs shall not have a width, length, or diameter exceeding five feet. No billboards shall be allowed.~~
- ~~(E) — Any sign permitted in this district, by this or any other ordinance, shall be required to have the approval of the City Planning and Zoning Board and the City Council before a sign permit is issued.~~
- ~~(F) — Artificial lighting may be used to illuminate the premises of advertising copy and shall be directed away from any adjacent residential area and traffic flow.~~

~~Sec. 150-152. Development procedures.~~

- ~~(A) — Any development within the MUB district shall be required to have the site and development plans approved as provided herein before a building permit is issued, to insure that development is in accord with the intent of this district. It shall be the responsibility of the City Planning and Zoning Board to review such plans, and to make recommendations for modification, approval, or denial in accordance with §§ 150-101, 150-102~~
- ~~(B) — Applications for site and development plan approval shall be submitted to the building and zoning department according to the provisions of the Zoning Code and the additional requirements and procedures specified herein.~~
- ~~(C) — The application for site and development plan approval shall include, but shall not be limited to:
 
  - ~~(1) — Plans, maps, studies, and data which may be necessary to determine whether the particular proposed development meets the intent of MUB district, and the specific requirements and standards contained in this subchapter.~~
  - ~~(2) — A survey showing property and ownership lines; existing structures, alleys, easements, and utility lines.~~
  - ~~(3) — A preliminary development concept plan for the proposed development including the following information:
 
    - ~~(a) — General nature of the proposed development, planned uses and activities, and the name of the developer.~~
    - ~~(b) — Location, height, floor area, external appearance, and use of existing structures, if any, and approximate location, orientation, height, floor area ratio, and use of proposed structures.~~
    - ~~(c) — Proposed water and sanitary sewer installations, and the name of the water and sewer utility.~~
    - ~~(d) — Points of ingress and egress for vehicular and pedestrian traffic, circulation patterns within the project, including location and design of east/west roadways, where required.~~
    - ~~(e) — Location, character, and scale of parking and service facilities, including area and number of parking spaces, character of structural parking, if any, location of loading areas and commercial vehicle parking.~~~~~~

- ~~(f) Preliminary storm sewer plan.~~
- ~~(g) Conceptual landscape plan.~~
- ~~(h) Additional material and information as may be required by the proper agencies of the City.~~
- ~~(D) Where a proposed development is planned to be constructed in stages, the timing of the first stage shall be indicated. The information concerning the nature of the development, uses, location, and floor areas to be developed shall also be supplied. The same information shall be provided for succeeding stages. Initiation of succeeding stages shall be made dependent upon the completion of earlier stages and the supplying of any information that may be required by the proper City agencies.~~
- ~~(E) When a proposal contains provisions concerning the establishment and continuing operation and maintenance of improvements and facilities for common use by the occupants of the project and the general public, but which are not provided, operated or maintained at general public expense, the owner shall give assurance in the manner provided below to the City that such improvements and facilities will be maintained without future expense to the City, and that the development will conform to approved site and development plans.~~
- ~~(F) The City may, in its discretion, require a surety performance bond to insure that the owner and developer will comply with the requirements and provisions of this subchapter, or such other security as may be deemed appropriate by the City Council.~~

**Sec. 150-153. Fees and appeals.**

- ~~(A) Each application filed with the building and zoning department shall be accompanied by the payment of a nonreturnable fee of \$350.00 to cover the expenses incurred by the City in processing and reviewing the application for development.~~
- ~~(B) The applicant shall reimburse the City for the cost of any legal or engineering services which exceed the usual and normal amount of services rendered to the City in reviewing or processing any application, so long as the additional services were required as a result of the applicant and his application.~~
- ~~(C) The City Planning and Zoning Board shall have the responsibility to review all site and development plans and to make recommendations for modification, approval, or denial to the City Council in accordance with §§ 150-152(A) and 150-101 and 150-102~~
- ~~(D) Any decision or recommendation by the City Planning and Zoning Board may be appealed or reviewed by the City Council in accordance with the procedures set forth in § 150-113~~

**Section 2:** That Chapter XIV and Code of Ordinance Sections 150-145 through 150-153 are hereby reserved for the future use of City.

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

Section 4: That the codifiers are hereby directed to codify this ordinance within their discretion and their prior codification of the City of Miami Springs Code of Ordinances.

Section 5: That this Ordinance shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

\_\_\_\_\_  
Zavier M. Garcia  
Mayor

**ATTEST:**

\_\_\_\_\_  
Suzanne S. Hitaffer, CMC  
Acting City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**



Jan K. Seiden, Esquire  
City Attorney

First reading: 11-12-2013  
Second reading: 11-25-2013

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

Agenda Item No.

City Council Meeting of:

12-9-2013

**TO:** Honorable Mayor Garcia and Members of the City Council  
**VIA:** Ronald Gorland, City Manager  
**FROM:** Thomas Nash, Public Works Director  
**DATE:** November 20, 2013

**RECOMMENDATION:**

Recommendation that Council approve a change order to Wrangler Construction Inc., utilizing Village of Palmetto Bay Bid 2011-PW-102 in the amount of \$2,267.50, for additional sidewalk improvements @ Hammond Dr. due to unforeseen work that needed to be done to meet city code, pursuant to Section §31.11 (F)(11)(b) of the City Code.

**REASON:** Council approved \$39,520.00 for the Hammond Drive sidewalks on September 23, 2013.

**COST:**

Current Request:	\$ 2,267.50
Previously approved:	<u>\$39,520.00</u>
<b>Total:</b>	<b>\$41,787.50</b>

**FUNDING:** CITT funds Account # 135-0902-541-46-00

**PROFESSIONAL SERVICES APPROVAL:**





**CITY OF MIAMI SPRINGS**  
Parks and Recreation  
1401 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5075  
Fax: (305) 805-5077

Agenda Item No.

City Council Meeting of:

12-9-2013

**TO:** Honorable Mayor Garcia and Members of the City Council  
**VIA:** Ronald Gorland, City Manager  
**FROM:** Omar Luna, Recreation Director  
**DATE:** November 20, 2013

**RECOMMENDATION:**

Recommendation that Council approve a Change Order to South Florida Maintenance in the amount of \$21,060.00, amending the current contract previously approved by Council, effective October 1<sup>st</sup>, 2013, for maintenance of the common areas surrounding the Parks, pursuant to Section §31.11 (F)(11)(c).

**DISCUSSION:** Funding needed to cover the additional responsibilities of South Florida Maintenance contract previously approved by Council. Duties will include maintenance of the common areas surrounding the Parks, currently serviced by Green Grades.

**REQUEST:** \$21,060.00

Previously Approved: \$67,365.00, September 23<sup>rd</sup>, 2013  
Current Request: \$21,060.00  
Total Vendor Amount: \$88,425.00

**FUNDING:** Parks and Recreation/Other Contractual Services  
001-5705-572-34-00

**PROFESSIONAL SERVICES APPROVAL:**



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

Agenda Item No.

City Council Meeting of:

12-9-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald Gorland, City Manager  
William Alonso, Asst. City Manager/ Finance Director

**FROM:** Tammy Romero, Professional Services Supervisor

**DATE:** November 25, 2013

**RECOMMENDATION:**

Recommendation that Council award City RFP # 01-13/14 and approve the execution of a contract to Greens Grade Services, Inc., the only responsible bidder, in the amount of \$425,636.64, on an "as needed basis" for Golf Course Labor Services for Fiscal Year 2013-2014, pursuant to Section §31.11 (E)(1) of the City Code.

**DISCUSSION:** On September 23<sup>rd</sup>, 2013, Council approved the Administrations recommendations to reject the bids received for Golf Course Labor Maintenance under RFP# 03-12/13 and authorized a re-bid.

On October 8<sup>th</sup>, 2013 we re-advertised a new RFP# 01-13/14 for Golf Course Professional Labor Services or Professional Employer Organization Services (PEO) where 15 companies were notified of the opportunity. A Mandatory Pre- Bid Meeting as held on October 22<sup>nd</sup>, 2013 and only 3 companies were in attendance.

The Bid opening was held on November 7, 2013 and only one response was received. I would like to point out the following:

1. The requirement of the RFP was that the company must provide the management of human resources, employee benefits, insurances, payroll, workers' compensation and all other related employee costs of which Greens Grade Services has agreed to provide as referenced in Section 2- Contract Documents, subsection "o". (Attachment "A")
2. The only bid received was from Greens Grade Services Inc. Their response was within the parameters of our financial budget.
3. The other two companies who attended the Mandatory Pre-Bid Meeting provided "Statements of No Response" for the following reasons:
  - Regis HR Group- a PEO service company requested information that the City considered to be proprietary to our current contract. Please refer to Amendment 1 (Attachment "B") regarding our response to their request.
  - South Florida Maintenance (SFM)- provided a statement that their impression was that the City wanted to work with a PEO service and that the required maximum margin of 1.30 is not adequate for them. (Attachment "C")

The recommendation is to award a contract with Greens Grade Services for a one (1) year period with the option to renew an additional four (4) one (1) year periods on a year-to-year basis.

**FUNDING:** Funds were approved during Budget Hearings  
**Department/ Description:** Golf Course Maintenance  
**Account Number:** 001-5708-572-34-00

**PROFESSIONAL SERVICES APPROVAL:**



**GOLF COURSE LABOR SERVICES AWARD CONTRACT**

**THIS LABOR SERVICES AGREEMENT** made and entered into this xx day of December, 2013, 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 GREENSGRADE SERVICES, INC., (hereinafter referred to as "Contractor");

**W I T N E S S E T H:**

**WHEREAS**, the City of Miami Springs has determined it is necessary and in the best public interest to establish a contract for **providing labor services or Professional Employer Organization Services (PEO) for the City of Miami Springs Golf Course** and,

**WHEREAS**, the City of Miami Springs has solicited **Request for Proposal # 01-13/14- Golf Course Professional Labor Services or Professional Employer Organization Services (PEO)** ; and,

**WHEREAS**, Contractor has properly submitted its **Request for Proposal # 01-13/14 for Golf Course Professional Labor Services or Professional Employer Organization Services (PEO)** 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 **Request for Proposal # 01-13/14** is the most acceptable response meeting specifications for the certain items contained in the City's published **Request for Proposal # 01-13/14**; and,

**WHEREAS**, the City of Miami Springs City Council accepted the **response** of Contractor to provide **Golf Course Professional Labor Services or Professional Employer Organization Services (PEO)** at its City council meeting of \_\_\_\_\_ and directed the preparation of this **Request for Proposal # 01-13/14** 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 **Request for Proposal # 01-13/14** award are attached hereto and by this specific reference made a part hereof, to-wit:

- a) The Legal Notice of the **Request for Proposal # 01-13/14**
- b) General Conditions and Instructions.
- c) Signed Affidavit of acceptance
- d) Special Conditions
- e) Introduction to Request for Proposal of **Request for Proposal # 01-13/14**
- f) Scope of Work/Specifications of **Request for Proposal # 01-13/14**
- g) RFP General Conditions of **Request for Proposal # 01-13/14**
- h) Indemnification, Hold Harmless and Insurance Requirements of **Request for Proposal # 01-13/14**
- i) Qualification Statement
- j) Proposal Response Form
- k) Questionnaire to **Request for Proposal # 01-13/14**
- l) Proposal Pricing for Request for Proposal # 01-13/14
- m) Amendment 1 dated October 28, 2013
- n) Response of Contractor to **Request for Proposal # 01-13/14**
- o) The Contractor agrees to provide, at minimum, the following Services to the Golf Course:
  - Bi-weekly invoices (which coincide with the weekly time sheets) to be submitted for services rendered the two weeks prior.
  - Contractor must provide the management of human resources as follows:
    1. Provide a time clock machine with time cards or a system equal to for providing management of time worked.
    2. Prepare and provide completed packages for all Employees and submit to the City for the interviewing process. A package is considered complete once it contains at minimum the following:
      - Written statement on company letter head that the employee recommended for hire has met the minimum qualifications as required in the RFP Section 2- scope of Work/ Specifications, subsection 2.9 General scope of Work. Proof of verification must be attached. i.e. - results of drug testing, copy of certification and licenses.
      - Original signed and completed employee application
      - Original signed and completed W-4 form
      - Copy of background checks to include, prior arrests, warrants and drivers license status.

3. Must maintain at all times the 14 employees as required in Section 2- Scope of Work/ Specifications, subsection 2.10 Schedule-Golf Course. In the event an employee needs to be replaced, the hiring process must be conducted in a timely manner. The City of Miami Springs shall not be left more than 5 business days without the replacement of a new hire.
  4. Processing of forms for any injured or deceased employees shall be the responsibility of the contractor.
- Background checks must be conducted annually on all 14 employees and submitted on or before Sept. 30<sup>th</sup> of every year prior to contract renewal.
  - Drug Testing must be conducted by a private contractor or Public Entity approved by the City of Miami Springs.

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 **Request for Proposal # 01-13/14** 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 **Request for Proposal # 01-13/14** Award Contract shall encompass the following work to be performed by the Contractor, to-wit:

**Golf Course Professional Labor Services or Professional Employer Organization Services (PEO),  
in the contracted amount of \$ 425,636.64 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.** Refer to Section 1.0 Introduction to Request for Proposal, subsection 1.15 Liquidated Damages.

22. **CONTRACT DURATION.** Shall be in effect for a one (1) year period effective from the date of the award and shall have the option to renew this contract for an additional four (4) one (1) year periods on a year-to-year basis.

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:**

Kenneth Kniaz, President  
GREENS GRADE SERVICES, INC.  
12253 NW 11 Street  
Pembroke Pines, FL. 33026

**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:

\_\_\_\_\_  
Suzanne Hitaffer, Acting City Clerk

(SEAL)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared RONALD K. GORLAND and SUZANNE HITAFFER, the City Manager and Acting 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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

MY COMMISSION EXPIRES:

\_\_\_\_\_

GREENS GRADE SERVICES, 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  
the firm of GREENS GRADE SERVICES, 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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

MY COMMISSION EXPIRES:

\_\_\_\_\_

**Tammy Romero**

---

**From:** Jorge Saladrigas [jsaladrigas@RegisHRGroup.com]  
**Sent:** Tuesday, October 29, 2013 4:37 PM  
**To:** Tammy Romero  
**Cc:** Marc Rodriguez  
**Subject:** RE: Amendment 1 for Golf Course Labor Services or PEO Services

Thank you Tammy.

Without access to the information we requested (Question #1 in the Amendment), Regis HRG cannot develop a proposal as we need that information to determine our costs and price to the client.

If that information is currently unavailable, we will have to withdraw from providing a proposal for our services.

Should the situation change at any time, or if you have any questions, please feel free to give us a call.

---

**From:** Tammy Romero [mailto:romerot@miamisprings-fl.gov]  
**Sent:** Tuesday, October 29, 2013 4:00 PM  
**To:** KEN KNIAZ; Jorge Saladrigas; Christian Infante; marc.rodriquez@regisgroup.com  
**Subject:** Amendment 1 for Golf Course Labor Services or PEO Services  
**Importance:** High

Good afternoon,

Please find attached Amendment 1 for the following:

**\*Request for Proposal#01-13/14 for Miami Springs Golf Course Labor Service or PEO services**

Print out and retain with your records.

Thank you,

*Tammy Romero*

Tammy Romero  
Professional Services Supervisor  
**CITY OF MIAMI SPRINGS**  
201 Westward Drive  
Miami Springs, Fl. 33166  
305-805-5035 Phone  
305-805-5018 Fax  
[romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov)

**Please save a tree. Don't print this e-mail unless it's really necessary.**



## STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5018 or mail the form to:

City of Miami Springs  
 Finance Department  
 201 Westward Drive  
 Miami Springs, FL 33166-5259

- We do not offer this product/service or an equivalent.  
 Our schedule would not permit us to perform  
 Insufficient time to respond to solicitation.  
 Unable to meet specifications.  
 Specifications not clear.  
 Unable to meet bond and/or insurance requirements.  
 Solicitation addressed incorrectly.  
 Specifications "too tight"  
 (i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

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Due to the large number of companies listed on the City's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses who fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations?  Yes  No

Name: Christian Infante Title: Vice President

Company: SFM Services, Inc.

Address: 9700 NW 79th Ave. Hialeah Gardens, FL 33016

Telephone: 305-818-2424 Fax: 305-818-3510





Monday, November 11, 2013

City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166-5289

**Reference: RFP 01-13/14**

To whom it may concern:

In reference to RFP 01-13/14, SFM Services, Inc. decided not to submit a proposal for the following reasons:

- We got the impression that the City preferred to work with a Professional Employer Organization Service (PEO) rather than a Professional Landscape Contractor.
- The "Proposed Profit Margin" of 1.30 the City mandated is not adequate.

If you have any questions or would like to further discuss please feel free to contact me.

Sincerely,



Christian Infante  
Vice President

Ph: 305.818.2424 Fax: 305.818.3510  
9700 NW 79<sup>th</sup> Ave. Hialeah Gardens, FL 33016





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


Agenda Item No.

City Council Meeting of:

12-9-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald Gorland, City Manager   
 William Alonso, Asst. City Manager/Finance Director 

**FROM:** Tammy Romero, Professional Services Supervisor 

**DATE:** December 3, 2013

**RECOMMENDATION:**

Recommendation that Council waive the competitive bid process and approve an expenditure of \$15,111.00, on an "as needed basis" by each department to Southern Waste Systems for garbage and recycling collection for all city buildings with various pickups a week for Fiscal Year 2013-2014, pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one (1) year period.

**DISCUSSION:** On December 12<sup>th</sup> of 2011, Council approved the award of a contract with Southern Waste Systems (SWS) as the lowest responsible quote for garbage and recycling collection for all city buildings. The contract was for 1 year with two additional 1 year renewal options. SWS has accepted their 1<sup>st</sup> year renewal option per the attached email.

**REQUEST:** \$ 15,111.00

**FUNDING:** Funds were approved during Budget Hearings

<b>Department/ Description/ Account Number:</b>		
Golf/ Contractual Services	\$3700.00	001-5707-572-34-00
PW & City Hall/Dumping and Disposal	\$2600.00	430-3401-534-34-02
Senior Center /Dumping & Disposal	\$1311.00	140-5101-519-34-02
Rec./Pool/Contractual Services	\$7500.00	001-5701-572-34-00
	<b>\$15,111.00</b>	

**PROFESSIONAL SERVICES APPROVAL:**

**Tammy Romero**

---

**From:** Rosita Hernandez  
**Sent:** Tuesday, December 03, 2013 8:27 AM  
**To:** Tammy Romero  
**Subject:** FW: contract renewal for city of miami springs



*Rosita Hernandez  
Procurement Supervisor  
City of Miami Springs  
345 N Royal Poinciana Blvd  
Miami Springs, FL 33166  
305 805-5170 ext 4228  
Fax 305 805-5177*

---

**From:** Tony Badala [mailto:tbadala@southernwastesystems.com]  
**Sent:** Tuesday, December 03, 2013 7:52 AM  
**To:** Rosita Hernandez  
**Subject:** RE: contract renewal for city of miami springs

Yes, we will renew for next 1 year

**Tony Badala**

**Southern Waste Systems LLC / Sun Recycling / Sun Disposal / All Star Toilets**  
790 Hillbrath Drive / Lantana, Florida 33462  
c. 561-441-9095 / f. 561-582-6985



Please consider the environment before printing this email.

[www.southernwastesystems.com](http://www.southernwastesystems.com)

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**From:** Rosita Hernandez [mailto:hernandezr@miamisprings-fl.gov]  
**Sent:** Monday, December 02, 2013 12:51 PM  
**To:** Michael Phillips  
**Cc:** Tony Badala  
**Subject:** contract renewal for city of miami springs

Good afternoon

We need to know if your company will be renewing your contract for the last time for the upcoming year.

Here are your numbers.



1- Public Works	343 Royal Poinciana Blvd.	1-2yd / 1x weekly	\$36.80
2- City Hall	201 Westward Dr.	1-2yd / 5x weekly	\$179.69
3- Golf Course	650 Curtiss Pkwy	1-2yd / 2x weekly & 1-6yd / 2x weekly	\$287.51
4- Senior Center	343 Payne Dr.	1-2yd / 3x weekly	\$107.07
5- Recreation/Pool	1401 Westward Dr.	1-4yd / 4x weekly 1-96ga / 1x weekly	\$287.51 \$28.14



*Rosita Hernandez  
Procurement Supervisor  
City of Miami Springs  
345 N Royal Poinciana Blvd  
Miami Springs, FL 33166  
305 805-5170 ext 4228  
Fax 305 805-5177*



The City of Miami Springs is on [Twitter](#) and has a website [MiamiSprings-FL.Gov](#)  
**Please save a tree. Don't print this e-mail unless it's really necessary.**

Internal Virus Database is out of date.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 8.5.455 / Virus Database: 271.1.1/5970 - Release Date: 07/06/13 16:46:00



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

Agenda Item No. *8F*

City Council Meeting of:

12-9-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

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

**FROM:** Laurie Bland, Golf Course Superintendent *JB*

**DATE:** December 3, 2013

**RECOMMENDATION:**

Recommendation that Council approve an expenditure to US Lubricants LLC, the lowest responsible quote, in the amount of \$ 25,000.00, on an "as needed basis" for fuel for the maintenance equipment for Fiscal Year 2013-2014, pursuant to Section §31.11(C) (2) of the City Code.

**DISCUSSION:** To fuel maintenance equipment for the golf course.

**REQUEST:** \$ 25,000.00

**FUNDING:** Funds were approved during Budget Hearings

**Department/ Description: Golf Maintenance/Fuel**  
**Account Number: 001-5708-572-52-02**

**PROFESSIONAL SERVICES APPROVAL:**

*GP* *TR* *WJ*

## Tammy Romero

---

**From:** Laurie Bland  
**Sent:** Tuesday, December 03, 2013 2:31 PM  
**To:** Tammy Romero  
**Subject:** RE: Fuel  
**Attachments:** Recommendation to Council Memo- FUEL US Lubricants.doc

**From:** Laurie Bland  
**Sent:** Tuesday, December 03, 2013 1:12 PM  
**To:** Tammy Romero  
**Subject:** Fuel

Tammy,

We have collected three quotes, how do you recommend I should proceed:

*Quote 1* Macmillan Oil – not charging freight or environmental

\$3.4977 / gallon – Gas

\$3.6168 / gallon – Diesel

*Quote 2* Palmdale Oil – charges freight and environment fees

\$2.89 / gallon – Gas

\$3.49 / gallon – Diesel

*Quote 3* US Lubricant LLC – not charging freight, or environmental fees

\$2.80 / gallon – Gas

\$3.49/ gallon – Diesel

Laurie Bland  
Director of Golf Course Maintenance  
Miami Springs Country Club  
650 Curtiss Parkway  
Miami Springs, FL 33166  
(786) 371-3146 cell  
[blandl@miamisprings-fl.gov](mailto:blandl@miamisprings-fl.gov)

12/4/2013

**Paul O'Dell**

---

**From:** jorger@us-lubes.com  
**Sent:** Tuesday, December 03, 2013 12:17 PM  
**To:** Paul O'Dell  
**Subject:** Quote

As to your last fuel delivery 9-24-13, our cost to **Miami Springs Golf and Country Club** will be as the following;

1- Dyed Diesel @ \$3.4993 per / Gal.

2- Unl. Gasoline @ \$2.7970 per / Gal.

Note: We do not charge **Freight Fuel Surcharge and Environmental Compliance Fee** (these fees only add up to **4.5** Cents per / Gal. At the end of our analysis we can save you **.06** Cents on the Gas and **.09** Cents on the Diesel.)

Again thanks for allowing us to quote our fuel prices.

Regards,

Jorge L. Rios / US Lubricant LLC.

The City of Miami Springs is on Twitter and has a website [MiamiSprings-FL.Gov](http://MiamiSprings-FL.Gov)



Please save a tree. Don't print this e-mail unless it's really necessary.



**Tammy Romero**

---

**From:** Laurie Bland  
**Sent:** Wednesday, December 04, 2013 10:11 AM  
**To:** Tammy Romero  
**Subject:** FW: Macmillan Oil quote.  
**Attachments:** New CREDIT APPLICATION and AGREEMENT (8).doc

----- Forwarded Message -----

**From:** Frank Saldana <[frank@macmillanoil.com](mailto:frank@macmillanoil.com)>  
**To:** "blendl@miamisprings.fl.gov" <[blendl@miamisprings.fl.gov](mailto:blendl@miamisprings.fl.gov)>  
**Sent:** Monday, November 25, 2013 3:53 PM  
**Subject:** Macmillan Oil quote.

Lorry, it was a pleasure talking to you today.  
Our price for Regular unleaded gasoline today is \$3.4977 the Ultra low red dyed sulfur is \$3.6168  
this includes freight and all applicable State and Federal taxes.  
I don't think this will apply to you but just in case we have a minimum of 200 gallons per delivery, if less we charge \$75.00 for the delivery.  
I'm attaching a simple credit application for you to fill out at your earliest convenience.

Thanks for the opportunity to be your fuel supplier.

Sincerely,

**FRANK A. SALDANA**  
District Sales Manager  
Macmillan Oil Company of Florida, Inc  
*Serving South Florida Since 1951*  
2955 E 11 Avenue  
Hialeah, FL 33013  
cellular: 754-214-5989  
fax: 305-693-1880  
e-mail: [frank@macmillanoil.com](mailto:frank@macmillanoil.com)



# Palmdale

## OIL COMPANY

911 N. 2nd STREET  
FT. PIERCE, FLORIDA 34950  
800-785-7114

PAGE NO.	INVOICE DATE
1	10/23/13
WAREHOUSE	INVOICE NO.
1	363679

Ship Date: 10/23/13

MIAMI SPRINGS GOLF & COUNTRY C  
DAISY GARCIA, A/P  
201 WESTWARD DRIVE  
MIAMI SPRINGS, FL 33166

MIAMI SPRINGS GOLF & COUNTRY C  
DAISY GARCIA, A/P  
212326B  
407874G

P.O. NUMBER	ACCOUNT NO.	SHIP VIA	SALES ID.	B.O.L. / SHIPPING ORDER	TERMS
	46320401	PALMDALE TANKWAGON	SSC		NET 30 DAYS

Product Code/ Description	Quantity Shipped	Price Each	Extension
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B/L Number-- 546858

XX GAS PRODUCTS DO NOT MEET SPECS FOR RFG,  
XX MAY NOT BE USED IN RFG COVERED AREAS.  
XX MAY CONTAIN UP TO 10% E-10

065 87 OCT E-10	207.0	2.857984	591.60
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XX PRODUCT IS DYED DIESEL, NONTAXABLE USE  
XX ONLY, PENALTY FOR TAXABLE USE OFF HWY.  
XX NOT LEGAL FOR MOTOR VEHICLE USE.

227 ULT LS DSL-DYED	90.0	3.486007	313.74
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88 FREIGHT FUEL SURCHARGE	1.0	13.150000	13.15
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99 ENVIRONMENTAL COMPLIANCE FEE	1.0	8.950000	8.95
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MIAMI-DADE LOCAL OPTION	207.0	0.062000	12.83
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APPROVED BY JLB

APPROVED AMOUNT \$ 1042.92

DATE 11/25/13

CODE PO#140185

**TOTAL AMOUNT**

DIESEL EXHAUST FLUID  
PALMDALE OIL COMPANY  
911 N. 2nd STREET  
FT. PIERCE, FLORIDA 34950  
800-785-7114

www.palmdaleoil.com



**CITY OF MIAMI SPRINGS**  
Police Department  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 887-1444  
Fax: (305) 884-2384

Agenda Item No. 86

City Council Meeting of:

12-9-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald K. Gorland, City Manager

**FROM:** Peter G. Baan, Chief of Police

**DATE:** December 4, 2013

**RECOMMENDATION:** Recommendation that Council approve an expenditure of \$1,500.00, to ITC Group, Inc., for Network Design/configuration to enhance security measures for the Police phone system, for Fiscal Year 2013-2014, as a sole source provider, pursuant to Section §31.11(E)(6)(c) of the City Code.

Recommendation that Council approve an expenditure to CDW-G, the lowest responsible quote, in the amount of \$1,591.88, for hardware required to enhance security measures for the Police phone system, for Fiscal Year 2013-2014, pursuant to Section §31.11(C)(2) of the City Code.

**DISCUSSION:** Purchase necessary network design services/configuration and hardware to upgrade the existing Voice over IP technology (VoIP) to include enhanced security measures as directed by FDLE CJIS Security Policy to establish VLAN technology to segment VoIP traffic from data traffic. See attached documentation; 1) Memo from Chief P. Baan, 2) Memo from L. Bosque, 3) Quote from ITC Group, Inc. for network design/configuration 2) Quotes from CDW-G, ITC Group, Inc. and PCM for required hardware.

**COST:** \$3,091.88

**FUNDING:** **Department/ Description:** LETF Machinery & Equipment/ LETF Operating Supplies /LETF Professional Services

**Account Number:** 650-2010-521.64-00/650-2010-521.52-00/650-2010-521.31-00

**FEDERAL STATUTE:**

Civil Asset Forfeiture Reform Act, PL 106-185

**PROFESSIONAL SERVICES APPROVAL:**





Miami Springs  
Police Department

Memorandum

**To:** Ronald K. Gorland, City Manager

**From:** Peter G. Baan, Chief of Police

A handwritten signature in blue ink, appearing to read "Peter G. Baan".

**Subject:** Police Network Upgrade

**Date:** 12/04/2013

A recent audit of the Police Department data/communications network by the Florida Department of Law Enforcement revealed some system security issues that need to be addressed. In her attached memorandum dated 12/03/2013, Communications Supervisor Linda Bosque detailed the system upgrade that is necessary to correct these issues.

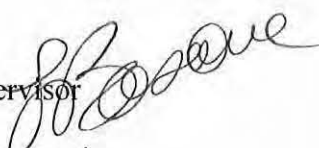
The total cost for the system upgrade is \$3,091.88. Funding for this proposal is available from the Law Enforcement Trust Fund. I recommend that this item be placed on the next regular City Council Meeting Agenda for approval.

Attachments

# MIAMI SPRINGS POLICE

## MEMORANDUM

**TO:** Chief P. Baan

**FROM:** Linda Bosque, Communications Supervisor 

**SUBJECT:** Proposal: Upgrade security of VoIP network

**DATE:** December 3, 2013

### **Purpose:**

The purpose of this proposal is to upgrade our existing Voice over IP technology (VoIP) to include enhanced security measures. We will incorporate a level-two smart switch and router to implement a digital telephone network that separates voice from data traffic. As directed by FDLE CJIS Security Policy, our agency must establish VLAN technology to segment VoIP traffic from data traffic.

### **Purchase Proposal:**

I propose that we upgrade the current digital phone system with two 26-port smart switches and a router configured to run all Police phones over a separate segment of the PBX. The vendor ITC will redesign the network, configure the routers, switches, phone IPs and firewall to run on the new VLAN configuration. Since the PBX hardware management interface is a customized program written and managed by ITC, they are a sole source vendor with the expertise to redesign and configure the phone system to meet these requirements.

### **Product Description:**

**Total Cost:** **\$3,091.88**

Quotes were obtained from ITC and two other vendors for the hardware; see attached quotes:

<b>ITC Group, Inc</b> 4995 NW 79 Ave #112 Doral, FL 33166 Ph/305-593-9004 Contact Person: Alex Garcia	Network Design/configuration	\$1,500.00
<b>CDW-G</b>	Netgear M4100 26port L2 POE (2)	\$1,165.06
	Cisco 881 K9 Router (1)	<u>\$ 426.82</u>
		\$1,591.88



Intelligent Technology & Communication

QUOTE

ITC Group, Inc.
Voice & Data Solutions

4995 NW 79 Ave, Suite 112
Doral, FL 33166
alexg@itcgrp.com

INVOICE NO.
DATE November 25, 2013
CUSTOMER ID
EXPIRATION DATE December 20, 2013

TO City of Miami Springs
201 Westaward Drive
Miami Springs, FL 33166
Attn: Jorge Fonseca

Reconfiguring PD Network

Table with 4 columns: SALESPERSON, JOB, PAYMENT TERMS, DUE DATE. Row 1: Alex Garcia, PD Network, Due upon Receipt, (blank)

Main item table with 4 columns: QUANTITY, DESCRIPTION, UNIT PRICE, LINE TOTAL. Rows include: 4.00 Redesign network (\$125.00, \$500.00), 2.00 Reconfiguring routers & smart Switches (125.00, \$250.00), 2.00 Configuring Firewall and IP PBx for new network (125.00, \$250.00), 4.00 Reconfiguring VoIP Phones (Yealink) for VLAN Testing & implementation (125.00, \$500.00)

Quotation prepared by: Alex Garcia
This is a quotation on the goods named, subject to the conditions noted below:
(Customer hereby authorizes the work to be done with the necessary materials and labor rates as described above.
Prices & materials are good for 30 days. After 30 days prices are subject to change without notice. )

Summary table with 2 columns: Category, Amount. Rows: SUBTOTAL \$ 1,500.00, SALES TAX -, TOTAL \$ 1,500.00

To accept this quotation, sign here and return:

\_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!



**Subject:** CDW-G Quote Confirmation: Quote #1BDRC7X/P.O. Ref. VOIP UPGRADE-REV1  
**From:** Zach Roden <zachrod@cdwg.com>  
**Date:** 12/03/2013 10:14 AM  
**To:** <lbosque@miamispringspolice.com>

Thank you for choosing CDW-G. We have received your quote request.

**CDW-G QUOTE CONFIRMATION**



**DEAR LINDA BOSQUE,**

Thank you for considering CDW-G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

**QUOTE DETAILS**

**Requested:** 12/3/2013 **Grand Total:** \$1,591.88  
**Quote #:** 1BDRC7X **Customer Number:** 8783075  
**Quote Reference:** VOIP UPGRADE-REV1

**QUOTE DETAILS LIST**

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>Cisco 881 Ethernet Security - router - desktop</b> Mfg. Part#: CISCO881-K9 UNSPSC: 43222609 Contract: National IPA Technology Solutions (130733) <a href="#">Go to Site</a>	1	1482835	\$426.82	\$426.82
<b>NETGEAR ProSafe M4100-26G-PoE - switch - 26 ports - managed - desktop, rack</b> Mfg. Part#: GSM7226LP-100NES Contract: National IPA Technology Solutions (130733) <a href="#">Go to Site</a>	2	3052173	\$582.53	\$1,165.06

**IMPORTANT - PLEASE READ**

**Special Instructions:** Beginning of customer text: Sorry, I added the wrong router on the last quote request...this one has the correct model. End of customer text.

**Subtotal:** \$1,591.88  
**Shipping:** \$0.00  
**Sales Tax:** \$0.00  
**GRAND TOTAL:** \$1,591.88

[Convert Quote to Order](#)



ITC Group, Inc.
Voice & Data Solutions

4995 NW 79 Ave, Suite 112
Doral, FL 33166
alexg@itcgrp.com

INVOICE NO.
DATE November 27, 2013
CUSTOMER ID
EXPIRATION DATE December 22, 2013

TO City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166
Attn: Jorge Fonseca

Reconfiguring PD Network

Table with 4 columns: SALESPERSON, JOB, PAYMENT TERMS, DUE DATE. Row 1: Alex Garcia, PD Network, Due upon Receipt, (blank)

Table with 4 columns: QUANTITY, DESCRIPTION, UNIT PRICE, LINE TOTAL. Rows include: 4.00 Redesign network (\$125.00, \$500.00), 2.00 Reconfiguring routers & smart Switches (125.00, \$250.00), 2.00 Configuring Firewall and IP PBx for new network (125.00, \$250.00), 4.00 Reconfiguring VoIP Phones (Yealinks) for VLAN Testing & implementation (125.00, \$500.00), 2.00 Netgear M4100 26 port POE switch (625.00, \$1,250.00), 1.00 Cisco Ethernet Security router 881-K9 (550.00, \$550.00)

Quotation prepared by: Alex Garcia
This is a quotation on the goods named, subject to the conditions noted below:
(Customer hereby authorizes the work to be done with the necessary materials and labor rates as described above.
Prices & materials are good for 30 days. After 30 days prices are subject to change without notice.)

To accept this quotation, sign here and return:

Summary table: SUBTOTAL \$ 3,300.00, SALES TAX -, TOTAL \$ 3,300.00

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Enter PCM Part #   
 \*Use comma for multiple entry of SKUs

Qty	Product Description	Price	Instant Savings	Total Price
<input type="text" value="2"/>	<b>NetGear</b> <b>ProSafe M4100-26G-PoE - switch - 26 ports - managed - desktop, rack-mountable</b> PCM Part # 9512970    Usually Ships Same Day <a href="#">Save For Later</a>	\$599.00		\$1,198.00
<input type="text" value="1"/>	<b>Cisco</b> <b>881 Ethernet Security - router - desktop</b> PCM Part # 7503549    Usually Ships Same Day <a href="#">Save For Later</a>	\$399.99		\$399.99

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**CALCULATE SHIPPING TAX**

Zip Code 33166

FedEx Ground (3-7 days) - \$16.07



**Sub Total: \$1,597.99**  
**Shipping: \$16.07**  
**Grand Total: \$1,614.06**

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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

Agenda Item No. *9A*

City Council Meeting of:

*12-9-2013*

TO: Honorable Mayor Garcia and Members of the City Council  
 FROM: Suzanne S. Hitaffer, Acting City Clerk *S. Hitaffer*  
 DATE: December 2, 2013  
 SUBJECT: PENDING BOARD APPOINTMENTS

\*\*\*\*\*

The following appointments are pending:

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<b><u>Board of Adjustment/Zoning and Planning Board</u></b>				
Mayor Xavier Garcia	Francisco Fernández	04-30-2015	10-14-1991	11-28-2011
Vice Mayor Bain – Group 2	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilman Lob – Group 3	Bill Tallman	04-30-2016	01-11-2010	05-14-2012
<b><u>Architectural Review Board</u></b>				
Vice Mayor Bain – Group 2	Joe Valencia	10-31-2014	02-27-2012	02-27-2012
<b><u>Code Enforcement Board</u></b>				
Mayor Xavier Garcia	Walter Dworak	09-30-2016	11-14-2005	09-14-2010
Councilman Petralanda-Group 4	Robert Williams	09-30-2016	03-10-2008	10-25-2010
<b><u>Civil Service Board</u></b>				
Councilman Windrem – Group 1	Rob Youngs	06-30-2015	01-11-2010	01-11-2010
Vice Mayor Bain – Group 2	Carrie Figueredo	06-30-2015	08-24-2009	08-24-2009
<b><u>Code Review Board</u></b>				
Mayor Xavier Garcia	Connie Kostyra*	04-30-2015	VACANT	VACANT
Councilman Lob – Group 3	Dan Dorrego	04-30-2016	08-11-2003	05-24-2010
Councilman Petralanda-Group 4	Jana Armstrong	04-30-2016	06-11-2001	05-10-2010
<b><u>Disability Advisory Board</u></b>				
Mayor Xavier Garcia	Charlene Anderson*	12-31-2016	VACANT	VACANT
Councilman Windrem – Group 1	Catherine Stadnik	12-31-2016	12-14-1998	02-14-2011
Vice Mayor Bain – Group 2	Peter Newman*	12-31-2016	VACANT	VACANT
Councilman Lob – Group 3	Richard Barnes	12-31-2016	05-11-2009	01-24-2011
Councilman Petralanda Group 4	Roslyn Buckner	12-31-2016	03-26-2012	03-26-2012

<b>APPOINTMENT COUNCILMEMBER</b>	<b>CURRENT MEMBER</b>	<b>NEW TERM EXPIRES</b>	<b>ORIGINAL APPOINTMENT DATE</b>	<b>LAST APPOINTMENT DATE</b>
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**Education Advisory Board**

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

**Golf and Country Club Advisory Board**

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

**Historic Preservation Board**

Mayor Xavier Garcia	Sydney Garton**	01-31-2016	11-08-1993	02-08-2010
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**Recreation Commission**

Mayor Xavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
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\* Connie Kostyra resigned on April 28, 2011.  
 Charlene Anderson resigned on June 6, 2011.  
 Peter Newman resigned on August 1, 2009.

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

\*\*\* Three absences

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

From: "William Alonso" <alonsow@miamisprings-fl.gov>  
Date: Tue, 26 Nov 2013 16:55:26 -0500  
To: "Jan Seiden" <jseiden@olsrhh.com>, "rpETERS@FLCITIES.COM" <rpETERS@FLCITIES.COM>  
Cc: "Pete Baan" <pbaan@miamisprings-fl.gov>, "Ron Gorland" <gorlandr@miamisprings-fl.gov>  
Subject: RE: Boat Ramp

Agenda Item No. 9B

City Council Meeting of:

12-9-2013



Mr. Peters how about Monday Dec2 at 10AM??

From: Jan Seiden [JSeiden@olsrhh.com]  
Sent: Tuesday, November 26, 2013 4:44 PM  
To: William Alonso  
Cc: Pete Baan; Ron Gorland  
Subject: Re: Boat Ramp

OK with me, but Pete must be there. He seems to have the most prior knowledge and most responsibility (MSPD), moving forward. Try to set it for either 10 or 2 on Monday. JKS

Sent from my iPhone--JKS

On Nov 26, 2013, at 2:51 PM, William Alonso <alonsow@miamisprings-fl.gov<mailto:alonsow@miamisprings-fl.gov>> wrote:

We have various meetings on Dec 3 (Board of Education in AM and PBA in PM ) so the only open date is Monday Dec 2, do you all agree???

William Alonso CPA, CGFO  
Assistant City Manager/Finance Director  
City of Miami Springs  
201 Westward Drive  
Miami Springs, Fla. 33166  
305-805-5014  
Fax: 305-805-5018  
Cell: 786-219-6883  
Email: alonsow@miamisprings-fl.gov<mailto:alonsow@miamisprings-fl.gov>

PPlease save a tree. Don't print this e-mail unless it's really necessary.

From: Loretta M. Boucher  
Sent: Tuesday, November 26, 2013 2:43 PM  
To: Ron Gorland; William Alonso  
Cc: Jan Seiden  
Subject: FW: Boat Ramp

From: Ronald Peters [RPeters@flcities.com<mailto:RPeters@flcities.com>]  
Sent: Tuesday, November 26, 2013 1:49 PM  
To: Loretta M. Boucher  
Cc: Byron Beard  
Subject: Boat Ramp  
Good afternoon Loretta,

Received word that the City is considering opening up a boat ramp to the public. I will be happy to stop by to take a look at the proposed site. I currently have Dec 2 and 3 open. Please select a time with contact info and I will happy to make recommendations based on my findings. Thanks and hope to hear from you soon.

Some things that come to mind:

- Will this ramp provide deep water access?
- Sufficient parking for boat trailers?
- Who is currently patrolling the canal if at all?
- Is permission required from SFWMD?
- What structures are currently in place?
- What will the impact be on the surrounding neighborhood during possible times of high use?
- Fees, hours of operation, signage, rules, speed limits, manatee zone.....

Respectfully,

Ronald E. Peters  
Risk Control Consultant  
Department of Insurance and Financial Services  
Florida League of Cities, Inc.  
407 616 2259  
rpeters@flcities.com<mailto:rpeters@flcities.com>

[[http://www.miamisprings-fl.gov/sites/default/files/imagecache/featured/photoalbumslideshowimages/1\\_2.jpg](http://www.miamisprings-fl.gov/sites/default/files/imagecache/featured/photoalbumslideshowimages/1_2.jpg)]

The City of Miami Springs is on Twitter<<http://www.twitter.com/miamispringsFL>> and has a website  
MiamiSprings-FL.Gov<<http://www.miamisprings-fl.gov>>  
Please save a tree. Don't print this e-mail unless it's really necessary.

**Jan Seiden**

---

**From:** Jan Seiden [jseiden@olsrhh.com]  
**Sent:** Tuesday, November 26, 2013 12:49 PM  
**To:** 'Byron Beard'  
**Cc:** 'Ron Gorland'; 'William Alonso'; 'Loretta M. Boucher'  
**Subject:** RE: FMiami River Access

Byron, thanks for the follow-up and suggestions. Have a great holiday. JKS

Jan K. Seiden, Esq.  
 Orshan Lithman Seiden Ramos Hatton Huesmann & Fajardo, LLP  
 150 Alhambra Circle, Suite 1150  
 Coral Gables, Florida 33134  
 Tel: 305-858-0220  
 Fax: 305-854-6810

---

**From:** Byron Beard [mailto:BBeard@flcities.com]  
**Sent:** Tuesday, November 26, 2013 12:44 PM  
**To:** 'Jan Seiden'  
**Cc:** Loretta M. Boucher; Ron Gorland; Valerie Burns  
**Subject:** RE: FMiami River Access

Jan-----it is true allowing access to the canal is an additional exposure to the city. I believe you will find in the long run this exposure is not that great. The city may want to check other cities with this same exposure and see what type of signage they use.

You have probably seen signs at swimming pools saying "Swim at your own risk" and "No lifeguard on duty". With a few change of words, these warnings could be tailored to the city's needs. The depth of the canal can also be noted.

Ron Peters is the risk control representative for the FMIT. I will have him make an appointment with Loretta to inspect the area.

Please let me know if you have any questions. Thank you.

Byron Beard  
 Underwriting Manager  
 Department of Insurance and Financial Services  
 Florida League of Cities  
 125 East Colonial Drive  
 Orlando, FL 32801  
 Direct Line: 407-367-1742  
 Fax: 407-425-9378  
 bbeard@flcities.com

---

**From:** Jan Seiden [mailto:JSeiden@olsrhh.com]  
**Sent:** Friday, November 22, 2013 9:20 AM  
**To:** Byron Beard  
**Cc:** Loretta M. Boucher; Ron Gorland; Valerie Burns  
**Subject:** Re: FMiami River Access

Byron, while the ramp itself is certainly an area of concern, the biggest area of concern for me is the liability that would be created by the city allowing access to the presently closed C-6 canal and the fact that the city will then be establishing and attempting to enforce rules and regulations related to the activities on the water----and the police department has only one small boat. I don't want this to become akin to the life guard cases where there is no liability if the city policy is not to provide them, but once they do, the potential for failures of supervision, etc., expand like viruses. In my opinion, that is the liability the city would need to insure against. JKS



Sent from my iPhone--JKS

On Nov 21, 2013, at 4:18 PM, Byron Beard <[BBeard@flcities.com](mailto:BBeard@flcities.com)> wrote:

According to the claims department, we get very few claims associated with boat ramps. They estimate in the past 10 years we may have had six or seven Bodily Injury claims. These were slip and fall claims due to algae on the ramp. We do not require the members to advise us of the number of boat ramps they have.

The city currently purchases a liability limit of \$2 mil. The annual premium to increase the limit to \$3 mil would be about \$7,900.00.

So, the exposure for the boat ramps is very low and the premium to add another \$1 mil limit to the GL coverage is about \$7,900.00. This premium would be pro-rated for the 13/14 year.

Please let me know if you have any questions. Thank you.

Byron Beard  
Underwriting Manager  
Department of Insurance and Financial Services  
Florida League of Cities  
125 East Colonial Drive  
Orlando, FL 32801  
Direct Line: 407-367-1742  
Fax: 407-425-9378  
[bbeard@flcities.com](mailto:bbeard@flcities.com)

---

**From:** Loretta M. Boucher [<mailto:boucherl@miamisprings-fl.gov>]  
**Sent:** Thursday, November 21, 2013 6:43 AM  
**To:** Byron Beard  
**Cc:** Ron Gorland; Jan Seiden  
**Subject:** FW: FMiami River Access

City Mgr. has requested if we need additional insurance this waterway is under the control also of South Fla. Water Management.  
We have not used this ramp in the past as a public use.  
Loretta M. Boucher, HR Director/Risk Mgr.  
City of Miami Springs

---

**From:** Ron Gorland  
**Sent:** Wednesday, November 20, 2013 3:32 PM  
**To:** Pete Baan; Tom Nash; Loretta M. Boucher  
**Cc:** William Alonso; Jan Seiden  
**Subject:** FMiami River Access

Updated request follows.

Need to coordinate subject for upcoming Dec. council meeting as follows:

1. Chief: recommendation covering safety, water craft, engine type, size, ramp use and ramp hours of operation, CPO certification, police patrol, and canal use rules/posting, etc.
2. Nash: est. ramp repair cost; ongoing maintenance (if any), etc.
3. Loretta: Please contact FI League and find out if the City will need additional insurance/increased cost if the City ramp is opened for public use for boating access to the Miami River

Thanks,

Ron

The City of Miami Springs is on [Twitter](#) and has a website [MiamiSprings-FL.Gov](#)  
<image001.jpg> **Please save a tree. Don't print this e-mail unless it's really necessary.**

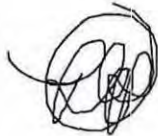
# Boat Ramp

Inspection

Dec 2, 2013

Prepared for Miami Springs

**Identified 6 Issues**



Florida Municipal Insurance Trust





### Issue 1



Bike path and current boat ramp in conflict. Shoreline to bike path 25ft. Boat ramp observed open by SFWMD without signage for non-public use.

### Issue 2



Current surface at ramp trip and fall hazard.

### Issue 3



Repair or replace with concrete ramp equipped with traction grooves.

### Issue 4



Grass maintenance needed. Is there enough of a natural ramp angle underwater before the drop off? This can cause trailer and vehicle damage if not sufficient.

## Issue 5



SFWMD trailer and vehicle observed blocking bike trail due to lack of parking.

---

## Issue 6

### Disclaimer

FMIT Risk Control services are intended solely to identify and assess reasonable risks within the Member's insured property. However, FMIT Risk Control does not warrant or guarantee the safety of any property or condition within the Member's property and cannot guarantee additional risks will not result in loss following a Risk Control assessment. Improvements or corrections to the Member's property are solely its responsibility. Accordingly, Member acknowledges neither FMIT, its employees nor its agents shall be liable for losses related to any risk assessment provided.

---



**CITY OF MIAMI SPRINGS**  
Planning & Zoning Department  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5034  
Fax: (305) 805-5036

Agenda Item No. 9c

City Council Meeting of:

12-9-2013 (with initials)

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald Gorland, City Manager (with signature)

**FROM:** James H. Holland, Planning & Zoning Director (with signature)

**DATE:** December 5, 2013

**SUBJECT:** **Second Appraisal of Golf Course Property in the Matter of Springs On The Green LLC**

At Council's request, Staff obtained a second appraisal of the Golf Course property located adjacent to 627 Eldron Drive. The appraisal, which was prepared by Jorge Luis Canellas of Appraisal Zone Corp. is attached. The established valuation was determined to be \$115,000.00.

**Recommendation:**

Consideration be given to proposed purchase by Springs On The Green LLC in the amount of an appraised value of \$115,000.00



**LOCATED AT:**  
650 Curtiss Parkway,  
Miami Springs, FL 33166

**PREPARED FOR:**  
City of Miami Springs

**AS OF:**

November 25, 2013

**PREPARED BY:**  
Alain Acanda  
Cert Res RD3801  
Jorge Luis Canellas  
Cert Gen RZ3065

*Jorge Luis Canellas*

*Appraisal Zone Corp.  
18062 NW 87<sup>th</sup> Court  
Miami, Florida 33018*

*Certified General # RZ 3065*

*Phone: 305-512-1420  
Email: [lcanelas@apprzone.com](mailto:lcanelas@apprzone.com)  
Website: [www.apprzone.com](http://www.apprzone.com)*





*Jorge Luis Canellas*

*Appraisal Zone Corp.  
18062 NW 87<sup>th</sup> Court  
Miami, Florida 33018*

*Certified General # RZ 3065*

*Phone: 305-512-1420  
Email: [lcanelas@apprzone.com](mailto:lcanelas@apprzone.com)  
Website: [www.apprzone.com](http://www.apprzone.com)*



December 4, 2013

Client: City of Miami Springs  
Ref: Real Estate Appraisal on property located at:  
650 Curtiss Parkway, Miami Springs, FL 33166

In accordance with your instructions, we have prepared a summary appraisal report on the below described property. The objective of this report is to establish an opinion of market value for construction loan purposes as of November 25, 2013 the date of inspection.

The subject property consists of one commercial vacant land that abuts a golf course. Property located at: 650 Curtiss Parkway (SW portion of tract B that abuts the adjacent property on 627 Eldron Dr) Miami Springs, FL 33166.

The legal description of the property is as follows;

A Portion of Tract B, Block 140 of "REVISED PLAT OF SEC 2, COUNTRY CLUB ESTATES" , according to the Plat thereof as recorded in Plat Book 34, Page 40, of the public records of Miami Dade County, Florida: Commence at the Southwest corner of said tract "B", thence North along the west line of said tract "B" A distance of 256.10 feet; Thence N 77.08'52"E A distance of 95.00 Feet; Thence 40.01'26"E, A distance of 79.77 Feet to a point on curve concave to the Northeasterly having radii of 400.78 Feet; Thence Northwesterly along said curve a distance of 266.92 Feet, and through a central angle of 38.09'38", To the intersection of the west of said tract "B"; Thence S89.05' 1 4"E for a distance of 66.63 Feet to a point; Thence S 00.49'51"W for a distance of 75.44 Feet to a point; Thence S33.0636"E for a distance of 155.10 feet to a point'; thence S39.5 1' 39"W for a distance of 23.5 1 Feet to the point of the beginning and contains 10299.12 Square feet or 0.23644 acres

Based upon our analysis it was concluded that the Opinion of Market Value subject to of the subject property in fee simple, is:

**ONE HUNDRED FIFTEEN THOUSAND (\$115,000) DOLLARS**

The analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. Furthermore, no one other than the appraisers listed below prepared the analysis, opinions, or conclusions concerning real estate that are set forth in this appraisal report.

The appraisers certify they have no interest, past or present in the subject premises, and that our conclusion of value is based on professionally accepted techniques and methods. Our fee is not contingent upon any specific finding. The conclusion of value is also subject to our standard limiting conditions which are included in the report.

Respectfully Submitted,

Jorge L. Canellas Cert Gen RZ 3065

  
APPRAISAL ZONE

## CERTIFICATION

The undersigned hereby certify(ies), to the best of his/her or our knowledge and belief:

He/she or we have/has relied on statements of facts furnished to him/her or us by others and has performed no independent verifications of any facts except as specifically set forth in the report. However, to the best of his/her or our knowledge and belief, the statements of facts in this report, upon which the analyses, opinions and conclusions expressed herein, are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and they are that of the appraiser(s) and /or his/hers or their employees or personnel, unbiased professional analyses, opinions, and conclusions.

The appraiser and/or his/her their employees and/or independent contractors have no (or specified) present or prospective interest in the property that is the subject of this report, and that the parties to this report and his/hers their employees and or independent contractors have no (or specified) personal interest or bias with respect to the parties involved.

The compensation is not contingent upon the reporting of a predetermined value or direction of value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. That neither or employment nor our compensation for preparing this report is in anyway contingent upon the conclusions reported herein.

The appraiser (s) preparing this report and or his, theirs or its employees prepared the analysis, conclusions and opinions concerning real estate values that are set forth in this Appraisal Report.

To the best of our knowledge and belief, the statements of fact contained in this appraisal, upon which the analysis, opinions and conclusion expressed herein are based, are true and correct.

That neither our employment nor our compensation for making this report, are in any way contingent upon values reported herein, or the attainment of a stipulated results, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

I have no bias with respect to the property that is subject of this report or to the parties involved with this assignment.

That this report has been made in conformity with and is subject to the requirements of the Code of Professional Conduct of the Appraisal Institute Inc.

The scope of our assignment was to value the property hereinafter described and delineated.

That we have no direct or indirect, present or contemplated future personal interest in such property or in any way benefit from the sale of the subject.



**CERTIFICATION CONTINUED**

The analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. However, the undersigned prepared the analysis, opinions, or conclusions concerning Real Estate.

I have performed no (or the specified) other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. The appraiser with no current or prospective interest in regarding the subject and/or parties involved.

The exposure time estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical assumption of a sale at market value on the effective date of the appraisal. Most types of commercial properties similar to the subject have marketing periods ranging from six to twelve months. Exposure time is a retrospective opinion on an analysis of past events assuming a competitive and open market.

Respectfully Submitted,



Jorge L. Canellas  
Cert Gen RZ 3065

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**SUMMARY OF SALIENT FACTS & CONCLUSIONS**

Valuation Date: November 25, 2013

Location: 650 Curtiss Parkway, Miami Springs, FL 33166 and/or SW corner just east of Eldron Drive in Miami Springs Country Club Golf Course

Property Type: Vacant Land

Client: City of Miami Springs

Property Owner: City of Miami Springs

Property Sale History: Oct. 1997

Twelve Month Listing His: None, as per SFMLS

Occupant: Currently Vacant Land

Appraisal Type: Summary Appraisal Report

Scope of Work: Valuation by Sales Comparable Approach only

Intended Use/Intended Users: Sole Knowledge / Springs of the Green, LLC

Property Rights Appraised: Fee Simple Interest

Property Tax ID #: Pending

Census Tract/Block: 47.02

Exempt, YR 2012 Assessment:	<b>Land</b>	<b>Building</b>	<b>Total Value</b>	<b>Taxes</b>
	\$0	\$0	\$0	\$0

Flood Information: Zone: X Panel: 12086-0291L Date: 09/11/2009

Year Built/Effective Age: N/A

Land/Building Ratio: N/A

Site Size: 10,299 SF Acres as per data provided

Building Size 'As Is': N/A

Building Size 'As Proposed': N/A

Zoning: P 1 Public Property

Agreement/Easements: The subject is currently leased with a licensed agreement issued by the city of Miami Springs. The terms is until 3/31/2016

Highest and Best Use: Commercial

Estimated Marketing Time: Nine to Twelve Months.

## ASSUMPTIONS & LIMITING CONDITIONS

The value conclusions and the certification within this report are made expressly subject to the following assumptions and limiting conditions in this report, which are incorporated herein by reference.

1. No responsibility is accepted for matters legal in nature; titles are presumed to be good and assumed to be held in fee simple. All existing liens and encumbrances, if any, have been disregarded (unless otherwise stipulated within the report) and the property is appraised as though free and clear, under competent ownership and management.
2. The legal description and site drawings furnished (if provided) are assumed to be correct.
3. The maps and sketches are included to assist the reader (if provided). Unless a survey of the property has been provided, no responsibility, whatsoever, in connection with such matters will be recognized.
4. It is assumed that the project herein set forth is an allowable use under the zoning, and is further considered its highest and best use.
5. The land and soil of the area under the appraisal appears firm and solid. The analyst was not supplied with an engineering survey and under this condition this appraisal does not warrant this condition.
6. Existing buildings involved in this appraisal report have been inspected and damage, if any, by termites, dry rot, wet rot, or other infestations have been reported if discovered as a matter of information but no guarantee of the amount or degree of damage is intended.
7. In this appraisal of existing improvements, the physical condition of the improvements was based on visual inspections. No liability is assumed for the soundness of structural members since no engineering tests were made.
8. All furnishings and equipment, except those specifically indicated and typically considered as part of real estate, have been disregarded. Only the real estate has been considered.
9. Information furnished by others including comparable sales data is believed to be reliable, but the appraiser assumes no responsibility for its accuracy.
10. The fees received for preparation of this report were not contingent upon the final value estimate.
11. The appraiser is not required to give testimony or attendance in court by reason of this appraisal with reference to the property in question, unless arrangements have been made previously thereto.
12. Possession of the reports or copies thereof, does not carry with it the right to publications nor may be used for any purpose by any but the applicant, without the written consent of the appraiser and then with the proper qualifications.
13. The valuations may not be used in conjunction with any other appraisal. The conclusions are based upon the program of utilization described herein and have not been separated into parts.
14. This appraisal has been made in accordance with the rules of professional ethics of the Appraisal Institute Inc.
15. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to the valuation conclusions, the identity of the appraiser or firms with which they are connected or any reference to the Appraisal Institute Inc., and /or the M.A.I. or S.R.A. designations.

## ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

16. The estimate of Market Value applies only to the date specified in the report. Market Value of Real Estate is affected by many related and unrelated economic conditions, local and national, which might necessarily affect the future market of the subject property. We, therefore, assume no liability for an unforeseen precipitous change in the economy, the project, region, or property.
17. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, agricultural chemicals, urea formaldehyde foam insulation, toxic waste, other contents of environmental conditions, which may or may not be present on the property has not been considered, they were not called to the attention of the Appraiser, not did the appraiser become aware of such during the Appraiser's inspection. The Appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. The value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. An expert in this field should be retained by the property owner if deemed appropriate.
18. No environmental impact study has been ordered or made. The appraised property is assumed to be in compliance with all applicable regulations unless otherwise noted in the report.
19. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.



## **INTRODUCTION TO THE APPRAISAL**

### **CLIENT, PURPOSE AND FUNCTION OF THE APPRAISAL**

The appraisal was requested by the client; Springs of the Green, LLC. The purpose of the appraisal is to estimate an opinion of the Market Value of the fee simple interest, unencumbered for the subject property. It is our understanding the appraisal is to be used for client sole knowledge.

### **PROPERTY RIGHTS/INTEREST APPRAISED**

A right or interest in property is referred to as an estate. This interest may be a fee ownership interest or a lease interest for a period of years. An estate in land is the degree, nature or extent of interest, which a person has in it. An undivided ownership of a parcel of real estate embraces a great many rights such as the right to its occupancy and use; the right to sell it in whole or in part; the right to bequeath it; and the right to transfer it by contract for specified periods of time. These rights of occupancy and use are called beneficial interests. An owner who leases real estate to a tenant: transfers one of these rights in his bundle, namely the beneficial interest or the right to use or occupy to the tenant, in accordance with the provisions of the lease contract. He retains all other interest in the bundle.

In the subject instance the interest appraised herein is the market value in the fee simple. Title is assumed good and marketable. Ownership is assumed transferable and free from all encumbrances, except those specified in public records.

For an explanation of fee simple interest, we have consulted the Dictionary of Real Estate Appraisal, 3<sup>rd</sup> edition.

Fee simple interest is defined as: An absolute fee; without limitations to any particular heirs, or restrictions, but subject to the limitations of eminent domain, escheat, police power, taxation; an inheritable estate.

### **INSPECTION DATE**

The subject property was inspected by Jorge L. Canellas November 25, 2013.

### **EFFECTIVE DATE OF VALUATION**

The subject property is valued as of the date of inspection which was completed on November 25, 2013.

### **FORMAT AND CONTENTS**

This appraisal has been prepared conforming to the minimum standards of the *Uniform Standards of Professional Appraisal Practice* (USPAP), as adopted by the appraisal foundation and the *Supplemental Standards of Professional Practice* adopted by the appraisal institute.

## **DEFINITION OF MARKET VALUE**

The most probable price which a property should bring in a competitive and open market requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by the undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated
2. Both parties are well informed or well advised, and both acting in what they consider their own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in cash in U.S. Dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by the special or creative financing or sales concessions granted by anyone associated with the sale.

The definition of market value reiterates the Department of the Treasury, Office of the Comptroller of the Currency, under 12 CFR Part 34, dated June 24<sup>th</sup>, 1990. (Section 34.42 – Definitions)

As defined in the dictionary of Real Estate Appraisal, 3<sup>rd</sup> edition, Appraisal Institute 1993: the Value of specific ownership rights to an identified parcel of Real Estate as of the effective date of the appraisal: relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

## **SCOPE OF THE APPRAISAL**

An appraisal is generally defined as an estimate of value based upon the parameters of the assignment as of a specified date. The valuation of real estate is based on a process of data collection, and analysis and conclusions drawn by a third party. The purpose and data of this appraisal, along with the property rights appraised, have been previously defined.

Existing improvements are best valued through the application of the traditional approaches to value as applicable, i.e., The Cost Approach, the Sales Comparison Approach, and the Income Approach. The scope the appraiser utilized in this report was the market and income approaches which were believed most reliable.

## **GENERAL MARKET DERIVED DATA**

Data sources used to identify comparables sales, market rents and expense statistics have been obtained from various sources including our office files from properties previously appraised as well as other generally accepted as reliable sources such as Metroscan, Realtron, First American Data Solutions, Loopnet, and commercial and investment properties published by the Board of Realtors.

## **COMPETENCY PROVISION**

In regard to this appraisal assignment, the appraisers have complied with the "Competency Provision" of the Uniform Standards of Professional Appraisal Practice. Reference is made to the "Appraisers' Qualifications" in the addendum of this report.



## **DATA VERIFICATION**

Every effort has been made to verify information obtained from secondary sources. However, in the time frame in which an appraisal is prepared, principals are not often available or do not wish to discuss information with an appraiser that is not part of the public records, knowing that some of the information might be disseminated, to the general public. Therefore the data used in this appraisal is believed to be true and correct but cannot be warranted. Data obtained from professional associates' sources often relates to properties they have personally appraised. This information is often confidential (Appraiser/Client) in nature, and may be referred to in this analysis as a general source of data with the client's permission, but retained in our files so that the confidentiality of the source is maintained, and the specific data is not disseminated to the public in a manner not authorized by the client. Verification of data may have come additionally from, surveyors, closing agents, attorneys, buyers, sellers, property owners & property management co's i.e.; leasing agents and/or realtors.

## **ISSUES OF GROWTH MANAGEMENT AND CONCURRENCY**

Concurrency is an issue that affects development in the State of Florida. According to Florida's Growth Management Act; Section 163.3180, Florida Statutes; "It is the intent of the legislature that public facilities and services needed to support development shall be concurrent with the impact of development".

Issues of Growth Management are not completely understood by market participants, nor are they completely understood by local government employees. The appraisers have researched the issues of Growth Management and Compact Deferral Zones, and have found that the issues have certain adverse impacts on undeveloped property as well as reconstruction and/or expansion activities on improved properties. Zones of Compact Deferral are in constant change; that is, areas are under constant review for inclusion/and or exclusion from the zones. As amplified in the following sections, the appraisers have reported these issues and the effect (if any) on the subject as of the date of valuation, as related to the appraisers by local governments and their employees. The appraisers assume that the information they received is true and correct.

## **PERSONAL PROPERTY/FURNITURE, FIXTURES AND EQUIPMENT**

To the best of our knowledge, the market data used in this appraisal was not impacted by the inclusion of personal property or furniture, fixtures and equipment (FF & E). The value estimated (s) for the subject excludes personal property, business equipment and FF & E. The equipment A/C, security systems, and the like referred to in this analysis is by method and attachment and function considered to be integrated components of the Real Estate and included in the overall value estimate.

## **EXPOSURE TIME**

Since Real Estate is a highly leveraged investment, the estimate of value contained herein is made with the assumption that some type of mortgage financing will be available or a cash transaction will result. The subject & most types of commercial real estate have marketing periods ranging from six months to a year or more. Value estimates would typically be discounted for extended marketing periods. These discounts may include deductions for holding costs or simple discounting based on the information available within the area for similar type properties.

Buyer and seller demand for a particular location and the desire to obtain same/or dispose of, are amongst many of the untold motivations that influence sellers to sell and buyer to buy in many a transaction.

Most definitions of market value presuppose a transaction that occurs after reasonable exposure in the market. The Uniform Standards of Professional Appraisal Practice states that, when the purpose of an assignment is to develop an opinion of market value, the appraiser must also develop an opinion of reasonable exposure time linked to the value opinion, which should be stated in the report. Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Statement according to Appraisal Standards No. 6 in USPAP.

**DESCRIPTION OF THE SUBJECT**

The appraiser inspected the vacant land on November 25, 2013, and the public/tax records were examined. The following is a summary of the major components if applicable.

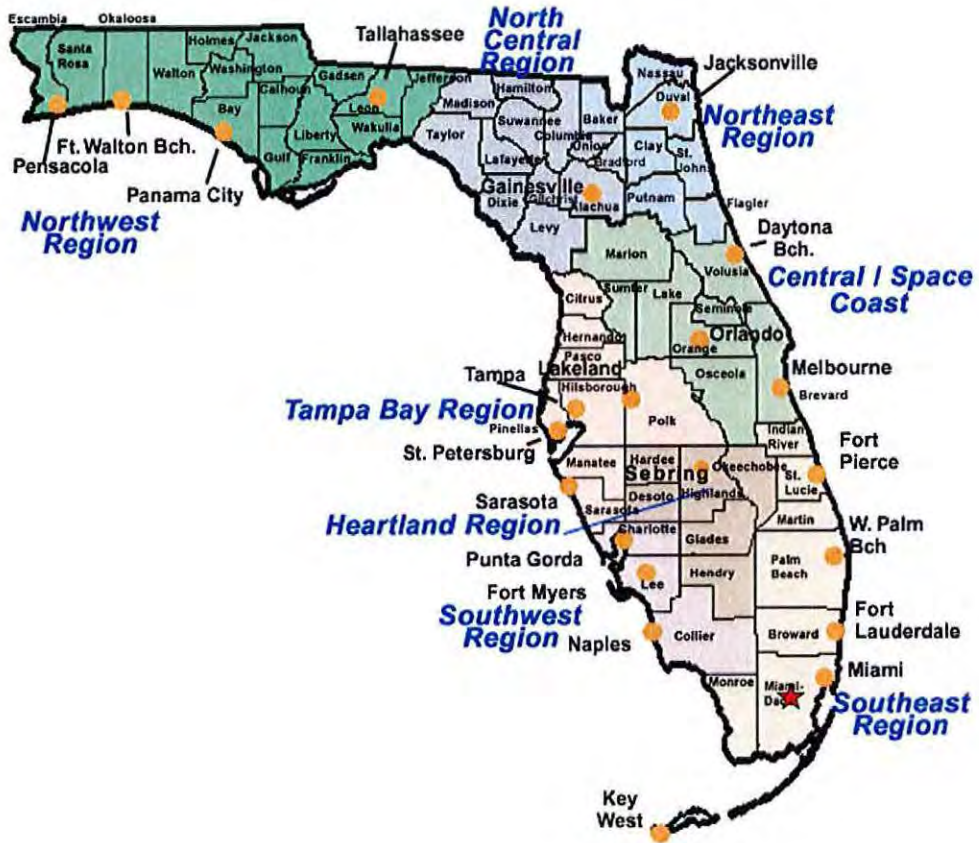
Type of Building:	N/A
Year Built:	N/A
Gross Building Area:	N/A
Exterior Walls:	N/A
Interior Walls:	N/A
Windows/Doors:	N/A
Foundation:	N/A
Roof:	N/A
Clear Ceiling Height:	N/A
Bathrooms:	N/A
Floors:	N/A
Heating / Cooling:	N/A
Loading:	Street level
Other:	N/A

**Building Site Improvements:**


Total Number of Units:	N/A
Lobby:	N/A
Stairs:	N/A
Parking/Paving:	Typical
Landscaping:	Typical
Fencing:	N/A
Other:	N/A

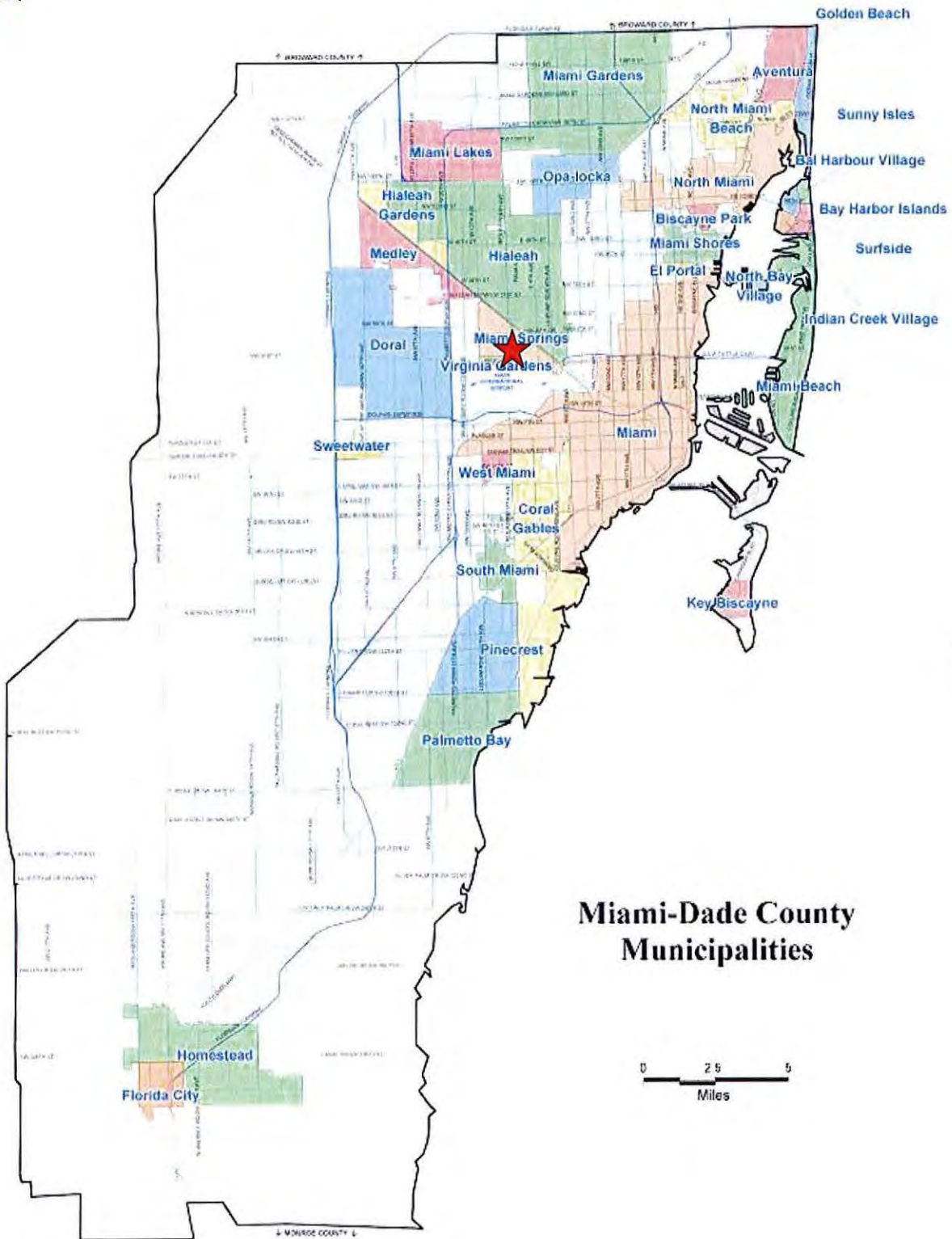


# FLORIDA MAP



# MIAMI-DADE COUNTY MAP

Subject: 



Median \$  
0.1% HHI

## Miami-Dade County Municipalities



Other Non-Hispanic

  
APPRAISAL ZONE

**Miami-Dade County Schools:**

Miami-Dade County Schools currently has the fourth largest school district in the country and the largest in the state.

**Colleges and Universities in Tri-County Area:**

- Florida International University
- The Art Institute of Fort Lauderdale
- Miami-Dade College
- Florida Atlantic University
- Nova Southeastern University
- Keiser University
- DeVry University
- University of Miami

**Public Libraries:**

Miami-Dade County Library is one of the largest public library systems in the country composed of 42 branch locations.

**Major Freeways and Tollways:**

- I-95 Interstate 95
- I-75 Interstate 75
- Florida's Turnpike shield.png Florida's Turnpike
- Florida's Turnpike shield.png Homestead Extension of Florida's Turnpike
- Toll Florida 836 Dolphin Expressway (State Road 836) / I-395 Interstate 395
- Toll Florida 924 Gratigny Parkway (State Road 924)
- Toll Florida 112 Airport Expressway (State Road 112) / I-195 Interstate 195
- Toll Florida 874 Don Shula Expressway (State Road 874)
- Toll Florida 878 Snapper Creek Expressway (State Road 878)
- Florida 826 Palmetto Expressway (State Road 826)
- Florida 934 Hialeah Expressway (State Road 934)
- Florida 970 Downtown Distributor (State Road 970)

**Railroads:**

- Tri-rail Commuter Trains on CSX Tracks
- Amtrak Passenger Train Service on CSX Tracks
- CSX Railway Freight Service
- Florida East Coast Railway Freight Service

**Airports:**

- Miami International Airport

**Public Transportation:**

- Miami-Dade County Transit
- Tri-Rail



## Economy Making Steady Gains Despite Recurrent Headwinds

A slow, steady expansion characterizes U.S. economic performance, led by a solid rebound in housing, resilient consumer spending, broad-based private sector employment growth, and continued expansion in the energy and technology sectors. Although the economy faces a potential spring slowdown for the fourth consecutive year, several factors remain positive. Some uncertainty surrounding fiscal policies has been removed or at least deferred; in addition, the economy absorbed the effects of sequestration and higher taxes without dire consequences and continues to record progress across most measures. Gains posted in home prices and equity markets have helped restore nearly \$16 trillion of wealth surrendered in the Great Recession, lifting consumer and business confidence. Monetary easing has continued to support the credit markets and inflation remains comfortably within the Federal Reserve target range.

The economic expansion remains very resilient despite the continued recalibration of U.S. fiscal policy and governmental attempts to deleverage. Components of GDP that detracted from growth in recent years have reversed and now exert a neutral to highly positive influence on GDP, which grew an annualized 2.4 percent in the first quarter of 2013. Inventory investment, household consumption, and residential investment fueled growth, while declining federal, state and local government spending subtracted. Businesses continue to fare better than consumers, with corporate profits growing at a healthy 4.7 percent pace in 2012, outpacing diminished personal income growth and lowering savings rates. Nonetheless, retail sales have rebounded 11.8 percent from the pre-recession high, and the firming recovery in the residential sector will lift consumer spending as home sales and employment growth gain momentum. New and existing home sales now evince solid traction in sales volume and pricing, while permitting for single- and multifamily units now approach the highest levels in five and six years, respectively.

**Mixed economic data favors consumers, but manufacturing beginning to struggle.** Lower prices, particularly for gasoline, have helped stretch discretionary income and thereby sustain consumer spending despite higher payroll taxes and the impact of sequestration. However, weakening global demand has filtered to the industrial sector, particularly manufacturing, where output has fallen for the last two months. On balance, international pressures may detract from industrial production and exports until activity strengthens in China and economic growth is restored to the eurozone, but domestic areas of the economy appear poised for greater momentum.

**\* Steady, if unremarkable, job growth remains broad-based virtually nationwide and includes all private employment sectors.** Private-sector payrolls expanded by 178,000 positions in May, bringing annual gains to nearly 2.2 million jobs, but the loss of 58,000 government jobs in the last year resulted in a net addition of approximately 2.1 million positions. Initial unemployment claims have fallen to a five-year low and the unemployment rate has improved by 60 basis points to 7.6 percent.

**\* Housing sector recovery encompassing a broader geographic range.** Sales of existing single-family homes have returned to the long-term trend, approaching an annualized 4.97 million units in March, and resulting in a 24 percent decline in inventory to 4.7 months at the current sales pace. The median sales price increased by 11.0 percent to \$195,900, lifted by fewer distress sales, thinning inventories, and an increasingly competitive environment. New home sales rose an annualized 29 percent in March to a still-low 454,000 units concurrent with a 15.1 percent increase in the median sales price to \$267,200. Permitting for five units or more increased 54.5 percent to a





seasonally adjusted annualized 374,000 units and single-family permits increased 37 percent to 639,100 units as of April this year. Total permitting surpassed the 1.0 million unit mark, the highest level since the beginning of 2008.

• **Recent retail sales trends understate the strength underpinning consumption.** Significant energy price declines weakened nominal sales data, but core retail sales, excluding autos and gas, remain 3.5 percent higher on an annualized basis. With the exception of department stores and electronic and appliance sales, which measured declines of 2 percent and 2.4 percent, respectively, retail sales posted solid gains across the board. Receipts from housing-related segments increased, namely building materials and supplies, and furniture and home furnishing stores, growing 3.5 and 5.9 percent, respectively. In addition, non-store retailer sales dominated by the Internet grew 11 percent, auto sales increased 6.5 percent, and apparel stores recorded a 5.0 percent increase over the past year.

**Forecast:**

The U.S. economy has recovered 5.9 million jobs since hiring began to recover at the end of the recession, adding back over 70 percent of the lost positions. Hiring has been broad-based, both regionally and across industry sectors, but the technology, energy and trade sectors will remain pillars of the economy. In addition, double-digit gains posted by residential investment for three consecutive quarters shows promising forward momentum, while business investment on structures and business equipment and software will contribute as well, though at a slower pace. Low inflationary pressure, falling commodity prices, and the moderate pace of economic improvement should support continued monetary easing for the remainder of the year. At this point in the cycle, the pace of economic growth remains strong enough to foster steady demand for commercial real estate and a recovery in property operations, but low enough to keep inflation at bay and interest rates low.



• **Moderate economic and employment growth in 2013 will match last year's pace, with growth accelerating in 2014 and 2015.** GDP is forecast to average 2.2 percent growth in 2013, while payrolls are forecast to expand by 2.5 million jobs, reducing the unemployment rate to 7.5 percent.

• **Credit growth will support economic performance.** Business credit will expand in the form of commercial and industrial loans, aiding recovery momentum for smaller-sized establishments. In addition, healthier consumer balance sheets will enhance credit access, benefiting from low inflation and interest rates, which will support cautiously higher levels of debt and spending.

• **The federal government represents the largest domestic downside risk, especially with Congress in perpetual gridlock.** International risks are perhaps less pronounced now than in recent years, although the euro debt crisis and recession remains unresolved and, generally, global demand for goods has weakened significantly. Tensions in the Middle East remain a cloud on the horizon.

• **With the economy on the mend, concern that the Fed may begin to draw down their asset purchases has increased upward pressure on interest rates.** The Fed has been investing \$85 billion per month into Treasury bonds and mortgage-backed securities as part of the third round of quantitative easing. During their May meeting, the Fed inferred that they may taper the spending should the recovery gain momentum. Since then, the 10-year Treasury rates have climbed 50 basis points to approximately 2.1 percent. Mortgage rates on an average 30-year mortgage from the agencies have jumped 75 basis points since the meeting to 4.1 percent, adding some risk to the nascent housing recovery.

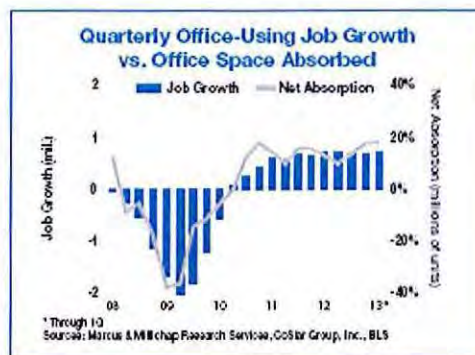
For more information, contact John Chang, First Vice President, Research Services, at john.chang@marcumiillichap.com.

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## Office Hiring Continues to Build Momentum; Bolsters and Broadens Recovery to Secondary Markets

The office sector's fitful recovery has begun to stabilize, with improvements reaching more metros. Net absorption for the past two quarters has been reminiscent of leasing activity in 2007, and the take-down of space by long dormant office tenants suggests stronger momentum on the horizon. Over the past 12 months, vacancy rates in most markets tightened significantly, lowering the national office vacancy rate by 50 basis points to 16.5 percent as of the first quarter of this year. Net absorption approached 17.9 million square feet in the first quarter, a 41 percent increase over one year ago. Another key driver in performance improvement has been the lack of new construction; the addition of 5.5 million square feet in the first quarter represented a 47 percent decline compared with last year. However, lender and investor belief in the sustainability of the U.S. economic recovery, as well as more capital sources entering the arena, has resulted in a significant ramp up in new supply in select gateway metros.



**Leasing activity extends beyond energy and technology industries.** Early recovery office markets shared strong ties to technology, energy, trade, education and healthcare industries and many of these markets should post continued strong performance, including San Francisco, San Jose, Austin, Boston and Houston. Although tech- and energy-related enterprises continue to dominate transactions, companies in industries that have continued to downsize and refine their space needs, such as financial services, insurance, consulting and law firms, have grown their businesses, added to payrolls, and now pursue new space requirements.

**Vacancy achieves traction across classes; rents still slow to recover.** Demand for Class A space, particularly CBD buildings, continues to lead the recovery in office space, but the dwindling supply of large block space and sublease options has created a surge in demand for Class B/C product over the past 12 months that has helped stabilize the sector. Class A vacancy peaked at 19.8 percent mid-2010 and has since recoded 240 basis points to 17.4 percent, still 380 basis points higher than the low recorded in 2007. Class B/C vacancy peaked at 16.6 percent in 2010 and finally declined 50 basis points by the end of 2012, although vacancy remains elevated 440 basis points above its 2007 low. The median asking rent for Class A properties remains 16.0 percent lower than the peak set briefly in 2008, while the median asking rent for Class B/C office space remains 10.1 percent lower than the former peak in 2008. Overall, the national asking rent for office space at \$26.39 stands 11.6 percent below the peak and only 4.6 percent higher than the trough. For several markets, however, office rents have fully recovered and already surpassed prior peaks.

**Full-time office-using employment, excluding workers in temporary positions, continues to grow at a healthy pace.** Full-time office-using employment, which excludes workers in temporary positions, continues to grow at a healthy pace. Through the first five months of 2013, more than 266,000 full-time office positions have been added nationally, accounting for more than one-fourth of all private-sector jobs created. With the increase in payrolls recorded thus far in 2013, full-time office-using employment has nearly returned to the level at the start of the recession. The creation of more than 1.3 million full-time office jobs since payrolls bottomed three years ago has helped reduce the amount of under-utilized space and raises the probability that expanded layouts will be required as employers hire additional workers. Other employment sectors with office-using functions are also growing, helping to offset shrinking government payrolls. Employment in doctors' offices and outpatient facilities, a primary driver of demand for medical office space, grew by 81,000 workers in the first five months of the year. Year to date, manufacturers have also created 16,000 jobs, hundreds of which are located in executive, administrative and sales offices.



**Secondary and tertiary markets offer the greatest arbitrage opportunity in cap rates and pricing.** Sales of office properties totaled \$96.3 billion in 2012, an increase of nearly 30 percent over 2011. Although the \$20 million-plus segment captured three-quarters of sales volume, the largest percentage increase occurred in the \$10 million to \$20 million tranche, a trend likely to continue this year based on patterns in first quarter sales volume. Investors paid a median price of \$199 per square foot for office properties, representing a nearly 26 percent rise from the price at the trough of the market and a 15 percent discount to the 2007 peak price of \$234 per square foot. Cap rates for properties located in primary, secondary and tertiary markets changed significantly after the recession. The broad spread between them underscores how investors are clearly pricing in risk for locational attributes. Cap rates for primary markets at 7.1 percent have decreased 130 basis points since the recession, but remain 90 basis points higher than the peak of the market. Secondary and tertiary markets' cap rates remain 150 and 229 basis points, respectively, higher than those recorded in 2007.

**Forecast:**

**Office fundamentals strengthen while economy gains momentum.** Employers are forecast to create 2.5 million new jobs in 2013, a 1.9 percent annual increase, while office-using employment is forecast to increase 4.2 percent. The number of office-using jobs is now less than 2 percent off its peak level recorded at the start of the recession.

Office property fundamentals will strengthen over the remainder of the year and revenue generation likely will be achieved more through occupancy gains than rent growth in most markets. In addition, free rent incentives will likely diminish and tenant improvement packages will become less generous as the year progresses.

• **Muted rent growth expectation has limited development activity;** Six markets, New York, Boston, Washington, D.C., Houston, San Jose and San Francisco, will comprise nearly 35 percent of the projected 52.0 million square feet of new supply in 2013. In each of those markets, demand is forecast to well surpass new supply. Net absorption is forecast to total 98 million square feet nationwide, reducing the national vacancy rate by 80 basis points to 15.9 percent by year end. Asking rents are forecast to rise 2.5 percent to \$27.03 per square foot; reductions in concessions will drive even stronger effective rent growth. Much tighter vacancy and stronger rent gains were achieved in supply constrained technology and dynamic energy markets, although new supply may limit the magnitude of those rent gains compared to recent rent hikes.

• **Yields in primary markets have compressed to the point that core or value-add opportunities located in the best submarkets of secondary markets may offer better returns.** The momentum behind CMBS issuance, which totaled \$37.4 billion through May of this year, provides a less risk-averse capital source for properties outside the primary/core box. The higher yields and greater discount to replacement cost in secondary markets offer a powerful incentive to investors interested in recovery plays. Capital will be available for the buyer with good sponsorship, some equity in the deal, a one- to three-year story for a repositioning strategy, a proven track record, and market rents that have been properly identified.

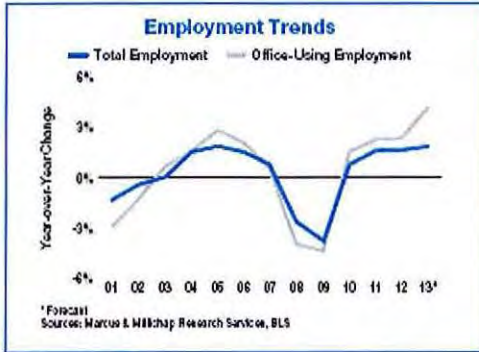


For more information, contact John Chang, First Vice President, Research Services, at john.chang@marcusmillichap.com.





Office Market Vital Signs



1Q 2012 to 1Q 2013 Change in Office Vacancy

Markets by Greatest Decline in Vacancy

Metro	1Q 2013	Y-O-Y Chg. (bps)
Phoenix	21.9%	-220
Inland Empire	17.4%	-210
Charlotte	15.0%	-180
Indianapolis	13.9%	-170
Sacramento	18.7%	-160
Austin	12.9%	-150
Las Vegas	21.4%	-150
Salt Lake City	13.5%	-150
Oakland	15.0%	-120
Dallas/Fort Worth	19.4%	-110
U.S. Metro Average	16.5	-50

Markets by Greatest Rise in Vacancy

Metro	1Q 2013	Y-O-Y Chg. (bps)
Washington, D.C.	18.2%	120
Columbus	13.5%	40
Minneapolis	15.6%	40
Northern New Jersey	19.9%	40
Tampa-St. Petersburg	18.7%	40
Cleveland	16.5%	30
Chicago	18.5%	10
Fort Lauderdale	17.8%	10
Seattle-Tacoma	14.7%	10
Los Angeles	16.3%	0
U.S. Metro Average	16.5	-50

Source: Marcus & Millichap Research Services, CoStar Group, Inc.

The information in this report is deemed to be reliable. Every effort was made to obtain accurate and complete information; however, no representation, warranty or guarantee, expressed or implied, may be made as to the accuracy or reliability of the information contained herein. Source: Marcus & Millichap Research Services, CoStar Group, Inc., DataQuik, Deutsche Bank, Econoym.com, Federal Reserve, MBAA, NAR, Real Capital Analytics (RCA), U.S. Census Bureau.



**NEIGHBORHOOD DEMOGRAPHICS**

**Neighborhood Information Report**

For Property Located At

**650 CURTISS PKWY, MIAMI SPRINGS, FL 33166-5250**



CoreLogic

RealQuest Professional

**DEMOGRAPHIC INFORMATION:**

Census Tract / Block:	47.02 / 5	Year:	2011
<b>Household:</b>			
Population:			
Count:	5,981	Population by Age:	
Estimate Current Year:	5,565	0 And 11:	10%
Estimate in 5 Years:	5,507	12 And 17:	11%
Growth Last 5 Years:	-1.04%	18 And 24:	10%
Growth Last 10 Years:	-4.79%	25 And 34:	57%
		35 And 44:	6%
Household Size:		Average Household Income:	\$7,498
Current Year :	2,053	Household Income:	
Average Current Year :	2.66	0 To \$25,000:	14%
Estimate in 5 Years:	2,006	\$25,000 To \$35,000:	12%
Growth Last 5 Years:	-2.29%	\$35,000 To \$50,000:	17%
Growth Last 10 Years:	-6.81%	\$50,000 To \$75,000:	19%
Male Population:	52%	\$75,000 To \$100,000:	16%
Female Population:	48%	Above \$100,000:	22%
Number Of Married People:	43%		
Number Of Unmarried People:	57%		
<b>Housing:</b>			
Median Mortgage:	\$1,940	Rent Payments:	
Median Mortgage Payments:		Less Than \$499:	2%
Under \$300:	0%	\$500 - \$749:	29%
\$300 - \$799:	5%	\$750 - \$999:	37%
\$800 - \$1999:	35%	\$1000 & Over:	32%
Over \$2000 :	47%	Year Built:	
Median Home Value:	\$306,100	1999 & 2000:	1%
Unit Occupied Owner:	65%	1995 & 1998:	2%
Home Values:		1990 & 1994:	1%
Below \$100,000:	2%	1980 & 1989:	7%
\$100,000 To \$150,000:	6%	1970 & 1979:	13%
\$150,000 To \$200,000:	13%	1900 & 1989:	76%
\$200,000 To \$300,000:	18%	Commute Time:	
\$300,000 To \$500,000:	35%	Less Than 15 Min:	25%
Above \$500,000:	10%	15 Min To 29 Min:	37%
Unit Occupied Renter:	35%	30 Min To 59 Min:	28%
Median Gross Rent:	\$805	Over 60 Min:	10%
<b>Education:</b>			
Enrollment:		Not A High School Graduate:	9%
Public Pre-Primary School:	1%	Graduate Of High School:	47%
Private Pre-Primary School:	2%	Attended Some College:	42%
Public School:	49%	College Graduate:	3%
Private School:	18%	Graduate Degree:	9%
Public College:	25%		
Private College:	6%		
Not Enrolled In School:	75%		
<b>Workforce:</b>			
Occupation:		Private Worker :	7%
Manager/Prof:	8%	Government Worker:	16%
Technical:	2%	Self Employed Worker:	4.1%
Sales:	35%	Unpaid Family Worker:	3%
Administrative:	2%		
Private House Hold:	3%		
Service:	14%		
Protective Services:	6%		
Farming:	0%		
Skilled:	3%		
Blue-Collar:	13%		

## Neighborhood Information Report

For Property Located At:

**650 CURTISS PKWY, MIAMI SPRINGS, FL 33166-5250**



CoreLogic

RealQuest Professional

### SCHOOL INFORMATION:

#### MIAMI SPRINGS SEVENTH-DAY ADVENTIST

701 CURTISS PKWY FL 33166

Distance From Subject:	0.08 (miles)
Phone Number:	(305) 888-2244
Textbook Expense/Student:	
Supply Expense/Student:	
Total Expense/Student:	
Kindergarten:	Yes

School Type: Combined

Grade Range: K - 8th

Enrollment: 82

Advanced Placement: No

District:

#### BLESSED TRINITY CATHOLIC SCHOOL

4020 CURTISS PKWY FL 33166

Distance From Subject:	0.26 (miles)
Phone Number:	(305) 871-6766
Textbook Expense/Student:	
Supply Expense/Student:	
Total Expense/Student:	
Kindergarten:	Yes

School Type: Combined

Grade Range: Pre-K - 8th

Enrollment: 300

Advanced Placement: No

District: ARCHDIOCESE OF MIAMI

#### I SMILE FOR CHILDREN

150 HIBISCUS DR FL 33166

Distance From Subject:	0.52 (miles)
Phone Number:	(305) 302-6840
Textbook Expense/Student:	
Supply Expense/Student:	
Total Expense/Student:	
Kindergarten:	Yes

School Type: Elementary

Grade Range: K - 3rd

Enrollment: 11

Advanced Placement: No

District:

#### MIAMI SPRINGS ELEMENTARY SCHOOL

51 PARK ST FL 33166

Distance From Subject:	0.65 (miles)
Phone Number:	(305) 888-4558
Textbook Expense/Student:	
Supply Expense/Student:	5372
Total Expense/Student:	
Kindergarten:	Yes

School Type: Elementary

Grade Range: Pre-K - 5th

Enrollment: 600

Advanced Placement: No

District: MIAMI-DADE COUNTY PUBLIC SCHOOLS

#### MIAMI SPRINGS MIDDLE SCHOOL

150 S ROYAL POINCIANA BLVD FL 33166

Distance From Subject:	0.96 (miles)
Phone Number:	(305) 888-6457
Textbook Expense/Student:	
Supply Expense/Student:	5372
Total Expense/Student:	
Kindergarten:	No

School Type: Junior High

Grade Range: 6th - 8th

Enrollment: 1500

Advanced Placement: No

District: MIAMI-DADE COUNTY PUBLIC SCHOOLS



**AKTIV LEARNING ACADEMY**  
6405 NW 36TH ST FL 33166

School Type: Elementary  
Grade Range: K - 6th  
Enrollment: 16  
Advanced Placement: No  
District:

Distance From Subject: 0.99 (miles)  
Phone Number: (786) 293-7000  
Textbook Expense/Student:  
Supply Expense/Student:  
Total Expense/Student:  
Kindergarten: Yes

**SECOND HOME LEARNING CENTER**  
118 W 7TH ST FL 33010

School Type: Preschool/Kindergarten  
Grade Range: Pre-K - K  
Enrollment: 62  
Advanced Placement: No  
District:

Distance From Subject: 1 (miles)  
Phone Number: (305) 888-2728  
Textbook Expense/Student:  
Supply Expense/Student:  
Total Expense/Student:  
Kindergarten: Yes

**FAITH LUTHERAN SCHOOL**  
293 HIALEAH DR FL 33010

School Type: Combined  
Grade Range: Pre-K - 8th  
Enrollment: 82  
Advanced Placement: No  
District:

Distance From Subject: 1.02 (miles)  
Phone Number: (305) 885-2845  
Textbook Expense/Student:  
Supply Expense/Student:  
Total Expense/Student:  
Kindergarten: Yes

**MIAMI SPRINGS MONTESSORI**  
699 LUDLAM DR FL 33166

School Type: Preschool/Kindergarten  
Grade Range: Pre-K - K  
Enrollment: 67  
Advanced Placement: No  
District:

Distance From Subject: 1.11 (miles)  
Phone Number: (305) 883-0012  
Textbook Expense/Student:  
Supply Expense/Student:  
Total Expense/Student:  
Kindergarten: Yes

**IT'S A SMALL WORLD LEARNING CENTER III**  
405 HIALEAH DR FL 33010

School Type: Preschool/Kindergarten  
Grade Range: Pre-K - 1st  
Enrollment: 65  
Advanced Placement: No  
District:

Distance From Subject: 1.14 (miles)  
Phone Number: (305) 888-0828  
Textbook Expense/Student:  
Supply Expense/Student:  
Total Expense/Student:  
Kindergarten: Yes

**MIAMI SPRINGS SENIOR HIGH SCHOOL**  
751 DOVE AVE FL 33166

School Type: Senior High  
Grade Range: 9th - 12th  
Enrollment: 1950  
Advanced Placement: Yes  
District: MIAMI-DADE COUNTY PUBLIC SCHOOLS

Distance From Subject: 1.15 (miles)  
Phone Number: (305) 885-3585  
Textbook Expense/Student:  
Supply Expense/Student: 5372  
Total Expense/Student:  
Kindergarten: No

**ALL ANGELS ACADEMY**

1801 LUDLAM DR FL 33166

School Type: Combined  
 Grade Range: Pre-K - 8th  
 Enrollment: 100  
 Advanced Placement: No  
 District:

Distance From Subject: 1.54 (miles)  
 Phone Number: (305) 888-9483  
 Textbook Expense/Student:  
 Supply Expense/Student:  
 Total Expense/Student:  
 Kindergarten: Yes

**HIALEAH ELEMENTARY SCHOOL**

650 E 8TH ST FL 33010

School Type: Elementary  
 Grade Range: Pre-K - 5th  
 Enrollment: 700  
 Advanced Placement: No  
 District: MIAMI-DADE COUNTY PUBLIC SCHOOLS

Distance From Subject: 1.54 (miles)  
 Phone Number: (305) 888-6709  
 Textbook Expense/Student:  
 Supply Expense/Student: 5372  
 Total Expense/Student:  
 Kindergarten: Yes

**SPRINGVIEW ELEMENTARY SCHOOL**

1122 BLUEBIRD AVE FL 33166

School Type: Elementary  
 Grade Range: Pre-K - 5th  
 Enrollment: 545  
 Advanced Placement: No  
 District: MIAMI-DADE COUNTY PUBLIC SCHOOLS

Distance From Subject: 1.58 (miles)  
 Phone Number: (305) 885-6466  
 Textbook Expense/Student:  
 Supply Expense/Student: 5372  
 Total Expense/Student:  
 Kindergarten: Yes

**GEORGE T. BAKER AVIATION SCHOOL**

3275 NW 42ND AVE FL 33142

School Type: Senior High  
 Grade Range: 9th - 12th  
 Enrollment: 645  
 Advanced Placement: No  
 District: MIAMI-DADE COUNTY PUBLIC SCHOOLS

Distance From Subject: 1.67 (miles)  
 Phone Number: (305) 871-3143  
 Textbook Expense/Student:  
 Supply Expense/Student: 5372  
 Total Expense/Student:  
 Kindergarten: No

**THE GLORY OF GOD CHRISTIAN SCHOOL**

440 E 13TH ST FL 33010

School Type: Combined  
 Grade Range: K - 12th  
 Enrollment: 50  
 Advanced Placement: No  
 District:

Distance From Subject: 1.67 (miles)  
 Phone Number: (305) 884-4000  
 Textbook Expense/Student:  
 Supply Expense/Student:  
 Total Expense/Student:  
 Kindergarten: Yes

**EXCELSIOR CHARTER HIGH SCHOOL**

600 W 20TH ST FL 33010

School Type: Senior High  
 Grade Range: 9th - 12th  
 Enrollment: 25  
 Advanced Placement: No  
 District: MIAMI-DADE COUNTY PUBLIC SCHOOLS

Distance From Subject: 1.8 (miles)  
 Phone Number: (305) 883-8359  
 Textbook Expense/Student:  
 Supply Expense/Student: 5372  
 Total Expense/Student:  
 Kindergarten: No



## Neighborhood Information Report

For Property Located At

**650 CURTISS PKWY, MIAMI SPRINGS, FL 33166-5250**

**LOCAL BUSINESS INFORMATION:**



CoreLogic

RealQuest Professional

### ATTRACTIONS - RECREATION

MIAMI SPRINGS GOLF & COUNTRY 650 CURTISS PKWY MIAMI SPRINGS FL 33166	Distance From Subject: 0.02 (miles) Phone Number: (305) 805-5180
BRYSON'S PUB 3790 CURTISS PKWY MIAMI SPRINGS FL 33166	Distance From Subject: 0.36 (miles) Phone Number: (305) 871-9534
MIAMI SPRINGS TENNIS COURTS 401 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.48 (miles) Phone Number: (305) 805-5080
DOWNRITE POOLS & SPA INC 385 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.49 (miles) Phone Number: (305) 887-2444
MIAMI TICKET OFFICE 400 SOUTH DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.54 (miles) Phone Number: (305) 888-3030
MIAMI SPRINGS HSTRCL MUSEUM 26 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.63 (miles) Phone Number: (305) 884-4406
PRIME FITNESS INC 95 HOOK SQ MIAMI SPRINGS FL 33166	Distance From Subject: 0.7 (miles) Phone Number: (305) 885-8130
MIAMI SPRINGS RECREATION DEPT 1401 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.78 (miles) Phone Number: (305) 805-5076
MIAMI SPRINGS SWIMMING POOL 1401 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.78 (miles) Phone Number: (305) 805-5078
ROGER PIERMARINI PGA PRO 950 MORNINGSIDE DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.8 (miles) Phone Number: (305) 807-8575
FIRST CHANCE POOL & SPA SUPLS 101 E OKEECHOBEE RD HIALEAH FL 33010	Distance From Subject: 0.81 (miles) Phone Number: (305) 883-9004
UNIVERSAL STAR VIDEO 114 HIALEAH DR HIALEAH FL 33010	Distance From Subject: 0.86 (miles) Phone Number: (305) 887-9861
PHANTOM VIDEO CTR 331 PALM AVE HIALEAH FL 33010	Distance From Subject: 0.87 (miles) Phone Number: (305) 884-3495
RECREATION DEPT 6498 NW 38TH TER VIRGINIA GARDENS FL 33166	Distance From Subject: 0.9 (miles) Phone Number: (305) 871-1120
GREATER MIAMI TENNIS PATRON 6501 NW 36TH ST # 300 VIRGINIA GARDENS FL 33166	Distance From Subject: 0.96 (miles) Phone Number: (305) 365-6346
STAFFORD PARK 501 EAST DR MIAMI SPRINGS FL 33166	Distance From Subject: 1 (miles) Phone Number: (305) 805-5081



## GOVERNMENT - PUBLIC

MIAMI SPRINGS LIBRARY 401 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.48 (miles) Phone Number: (305) 805-3811
MIAMI SPRINGS POLICING OFFICE 274 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.51 (miles) Phone Number: (305) 888-5286
MIAMI-DADE COUNTY LIBRARY 274 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.51 (miles) Phone Number: (305) 883-8738
MIAMI SPRINGS POLICE DEPT 201 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.56 (miles) Phone Number: (305) 888-9711
MIAMI SPRINGS POLICE DETECTIVE 201 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.56 (miles) Phone Number: (305) 887-1444
MIAMI SPRINGS CITY HALL 201 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.56 (miles) Phone Number: (305) 805-5000
US POST OFFICE 107 WESTWARD DR MIAMI FL 33266	Distance From Subject: 0.57 (miles) Phone Number: (305) 882-1042
VIRGINIA GARDENS VILLAGE ADMIN 6498 NW 38TH TER VIRGINIA GARDENS FL 33166	Distance From Subject: 0.9 (miles) Phone Number: (305) 871-6104
US POST OFFICE 325 E 1ST AVE HIALEAH FL 33010	Distance From Subject: 0.94 (miles) Phone Number: (305) 889-5421
HIALEAH CITY ATTORNEY 501 PALM AVE HIALEAH FL 33010	Distance From Subject: 0.96 (miles) Phone Number: (305) 883-5854
HIALEAH CITY CLERK 501 PALM AVE HIALEAH FL 33010	Distance From Subject: 0.96 (miles) Phone Number: (305) 883-5820
HIALEAH MAYOR'S OFFICE 501 PALM AVE HIALEAH FL 33010	Distance From Subject: 0.96 (miles) Phone Number: (305) 883-5800

## HOSPITALITY

PARKWAY INN-AIRPORT 777 CURTISS PKWY MIAMI SPRINGS FL 33166	Distance From Subject: 0.36 (miles) Phone Number: (305) 887-2621
SLEEP INN-MIAMI AIRPORT 105 FAIRWAY DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.52 (miles) Phone Number: (305) 871-7553
HOMESTEAD-STUDIO SUITES 101 FAIRWAY DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.54 (miles) Phone Number: (305) 870-0448
COMFORT INN-MIAMI AIRPORT 5301 NW 36TH ST MIAMI SPRINGS FL 33166	Distance From Subject: 0.63 (miles) Phone Number: (305) 871-6000
HOLIDAY INN EXPRESS-MIAMI 5125 NW 36TH ST MIAMI SPRINGS FL 33166	Distance From Subject: 0.73 (miles) Phone Number: (305) 887-2153
PAT HOTELS & TRAVEL CNSLNTS 5011 NW 36TH ST MIAMI SPRINGS FL 33166	Distance From Subject: 0.79 (miles) Phone Number: (305) 888-8003
AIRWAYS INN & SUITES MIAMI 5001 NW 36TH ST MIAMI SPRINGS FL 33166	Distance From Subject: 0.79 (miles) Phone Number: (305) 883-4700
SELF SERVICE INNS OF AMERICA 5001 NW 36TH ST MIAMI SPRINGS FL 33166	Distance From Subject: 0.79 (miles) Phone Number: (305) 885-5304
LA FUENTE HOTEL 151 E OKEECHOBEE RD HIALEAH FL 33010	Distance From Subject: 0.81 (miles) Phone Number: (305) 805-7720
HIALEAH EXECUTIVE MOTEL 131 W OKEECHOBEE RD HIALEAH FL 33010	Distance From Subject: 0.84 (miles) Phone Number: (305) 884-1060
COMFORT SUITES-MIAMI INTL 657 MINOLA DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.9 (miles) Phone Number: (305) 888-8404
ROYAL INN APARTMENTS 168 HIALEAH DR HIALEAH FL 33010	Distance From Subject: 0.91 (miles) Phone Number: (305) 885-8398
DAYS INN 4767 NW 36TH ST MIAMI SPRINGS FL 33166	Distance From Subject: 0.94 (miles) Phone Number: (305) 888-3661

## SHOPPING

VILLAGE HARDWARE 3966 CURTISS PKWY MIAMI SPRINGS FL 33166	Distance From Subject: 0.27 (miles) Phone Number: (305) 871-6268
ALLIED PHARMACY INC 3964 CURTISS PKWY MIAMI SPRINGS FL 33166	Distance From Subject: 0.27 (miles) Phone Number: (305) 871-6241
VIRGINIA GARDENS DRUG LLC 3964 CURTISS PKWY MIAMI SPRINGS FL 33166	Distance From Subject: 0.27 (miles) Phone Number: (305) 874-5059
JAA LIQUORS INC 3942 CURTISS PKWY MIAMI SPRINGS FL 33166	Distance From Subject: 0.27 (miles) Phone Number: (305) 871-5105
TIGER AIRCRAFT TRADING LLC 3814 CURTISS PKWY MIAMI SPRINGS FL 33166	Distance From Subject: 0.29 (miles) Phone Number: (305) 526-4584
CARPETS & TILES OF CORAL WAY 350 NAVARRE DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.4 (miles) Phone Number: (305) 882-8363
AVIATION INTERNATIONAL CORP 5555 NW 36TH ST MIAMI SPRINGS FL 33166	Distance From Subject: 0.44 (miles) Phone Number: (305) 888-6486
GSE PART & SUPPLY 5439 NW 36TH ST MIAMI SPRINGS FL 33166	Distance From Subject: 0.45 (miles) Phone Number: (305) 885-4995
SINAPSIS TRADING USA LLC 5600 NW 36TH ST MIAMI FL 33166	Distance From Subject: 0.46 (miles) Phone Number: (305) 876-1225
AMERICAN DOLLAR PHARMACY 5399 NW 36TH ST MIAMI SPRINGS FL 33166	Distance From Subject: 0.49 (miles) Phone Number: (305) 870-0118
DOWNRITE POOLS & SPA INC 385 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.49 (miles) Phone Number: (305) 887-2444
IDEAS BY ODYS 381 WESTWARD DR MIAMI SPRINGS FL 33166	Distance From Subject: 0.49 (miles) Phone Number: (305) 887-5662
TALLY-HO TAILORS INC 5391 NW 36TH ST MIAMI SPRINGS FL 33166	Distance From Subject: 0.5 (miles) Phone Number: (305) 871-6200
PETS KINGDOM CORP	Distance From Subject: 0.51 (miles)

# Neighborhood Information Report

For Property Located At

**650 CURTISS PKWY, MIAMI SPRINGS, FL 33166-5250**



CoreLogic

RealQuest Professional

## CRIME INFORMATION:

County Sheriff Information:

Year: 2008

	<u>County:</u>	<u>State:</u>	<u>National:</u>
Population Total:	2,373,744	18,306,194	293,863,591
<b>Violent Crimes (Ratio):</b>			
<b>Homicide</b>			
Total:	1 : 10,411	1 : 15,673	1 : 18,302
Manslaughter:	1 : 791,248	1 : 164,921	1 : 403,659
<b>Rape</b>			
Total:	1 : 3,608	1 : 3,070	1 : 3,524
Forcible Rapes:	1 : 3,872	1 : 3,265	1 : 3,890
Attempted Rapes:	1 : 62,750	1 : 61,422	1 : 47,853
<b>Robbery</b>			
Total:	1 : 303	1 : 505	1 : 673
Gun:	1 : 613	1 : 1,082	1 : 1,758
Knife:	1 : 5,287	1 : 8,072	1 : 9,965
Other Weapon:	1 : 3,692	1 : 5,951	1 : 8,727
Strong Arm:	1 : 828	1 : 1,310	1 : 1,900
<b>Assault</b>			
Total:	1 : 70	1 : 64	1 : 79
Gun:	1 : 874	1 : 1,096	1 : 1,830
Knife:	1 : 1,146	1 : 1,254	1 : 2,073
Other Weapon:	1 : 469	1 : 568	1 : 1,167
Strong Arm:	1 : 814	1 : 955	1 : 1,446
Simple:	1 : 113	1 : 89	1 : 101
<b>Non-Violent Crimes (Ratio):</b>			
<b>Burglary</b>			
Total:	1 : 95	1 : 97	1 : 136
Forced Entry:	1 : 134	1 : 161	1 : 233
Non-Forcible:	1 : 458	1 : 302	1 : 442
Attempted:	1 : 1,099	1 : 1,346	1 : 2,249
<b>Larceny</b>			
Total:	1 : 27	1 : 36	1 : 47
<b>Motor Vehicle Theft</b>			
Total:	1 : 149	1 : 289	1 : 310
Auto:	1 : 220	1 : 483	1 : 456
Truck/Bus:	1 : 623	1 : 1,125	1 : 1,863
Other:	1 : 1,761	1 : 1,977	1 : 3,391



## NEIGHBORHOOD DESCRIPTION

### DEFINITION:

A neighborhood is defined in The Appraisal or Real Estate, Eleventh Edition, copyright 1996, by the Appraisal Institute, as follows:

A neighborhood is defined as a group of complementary land uses. The relative uniformity of a neighborhood may result from similarities in:

- Physical features, and physical barriers created by either the terrain or the
- Location of major arteries
- Transportation.
- Population characteristics
- Factors affecting land use and income-producing potential

Neighborhood analysis focuses on the four forces that influence value: social, economic, governmental, and environmental considerations.

- Social characteristics relate to the occupant;" reasons for living or working in a given neighborhood
- Economic characteristics refer to the occupant's financial ability to on or rent property and maintain or rehabilitate it.
- Governmental characteristics pertain to the regulations and taxes imposed on property and the administrative machinery needed to enforce compliance.
- Environmental characteristics identify any natural or manmade features that are contained in, or exert and effect on a neighborhood.

Neighborhoods may be devoted to such uses as residential, commercial, industrial, agricultural, cultural and civic activities, or a mixture of these uses. Analysis of the neighborhood in which a particular property is located is important due to the various economic, social, political, and physical forces which affect the neighborhood and also directly influence the individual properties within it. An analysis of these various factor as they affect the value of the subject property is presented in the following discussion. The analysis of the neighborhood provides a bridge between the analysis of general influences on all property values and the study of a particular subject property.

The goal of a neighborhood analysis is to determine how the operations of social, government, economic, and environmental forces influence the property value in the specific area in which the property is located. Neighborhood analysis also provides a framework or context in which property value is estimated. It identifies and limits the area available for analysis and establishes potential limits or search for data to be utilized in applying the appropriate methods of valuation.



## **NEIGHBORHOOD DESCRIPTION (Continued)**

Identification of the Subject neighborhood enables the appraiser to determine whether comparable properties to be used in the valuation process are located inside or outside of the neighborhood. The comparable properties located in the neighborhood usually require little or no adjustment for location. Furthermore the analysis should assist the appraiser in determining levels of change or stability in a neighborhood or district. This analysis provides a basis for study of the effect of change on the stage of the life cycle evident in a neighborhood; thus helping an appraiser more accurately predict future values and land uses.

According to the Appraisal of Real Estate, 11<sup>th</sup> edition published by the American Institute of Real Estate Appraisers; a neighborhood is a group of complementary land uses as was stated earlier. A residential neighborhood for example may contain many single-family homes and commercial properties that provide services for local residents. A clear distinction can be drawn between a neighborhood and a district.

A district is a type of neighborhood that is characterized by homogeneous land use. Districts are commonly composed of apartments, commercial, industrial or agricultural properties. Neighborhood occupants usually have an observable commonality of interest. Usually a neighborhood grouping of inhabitants, buildings or business enterprises possess similar features or attributes. Therefore a neighborhood is relatively uniform.

That is, a neighborhood exhibits a greater commonality than the larger area. Consequently a specific definition of a neighborhood or a district is a grouping of complementary land uses affected by similar operations of the four forces that affect property value.

Neighborhood or district boundaries delineate the physical area that exerts relevant influence on a subject property's market value. The boundaries may coincide with changes in prevailing uses, occupant characteristics, or physical characteristics, such as structures, street patterns, terrain, vegetation and lot sizes. Because changes in natural or physical features often coincide with the change from one neighborhood area to another, features such as transportation arteries, bodies of water and changes in elevation often constitute neighborhood boundaries.

## **NEIGHBORHOOD ANALYSIS**

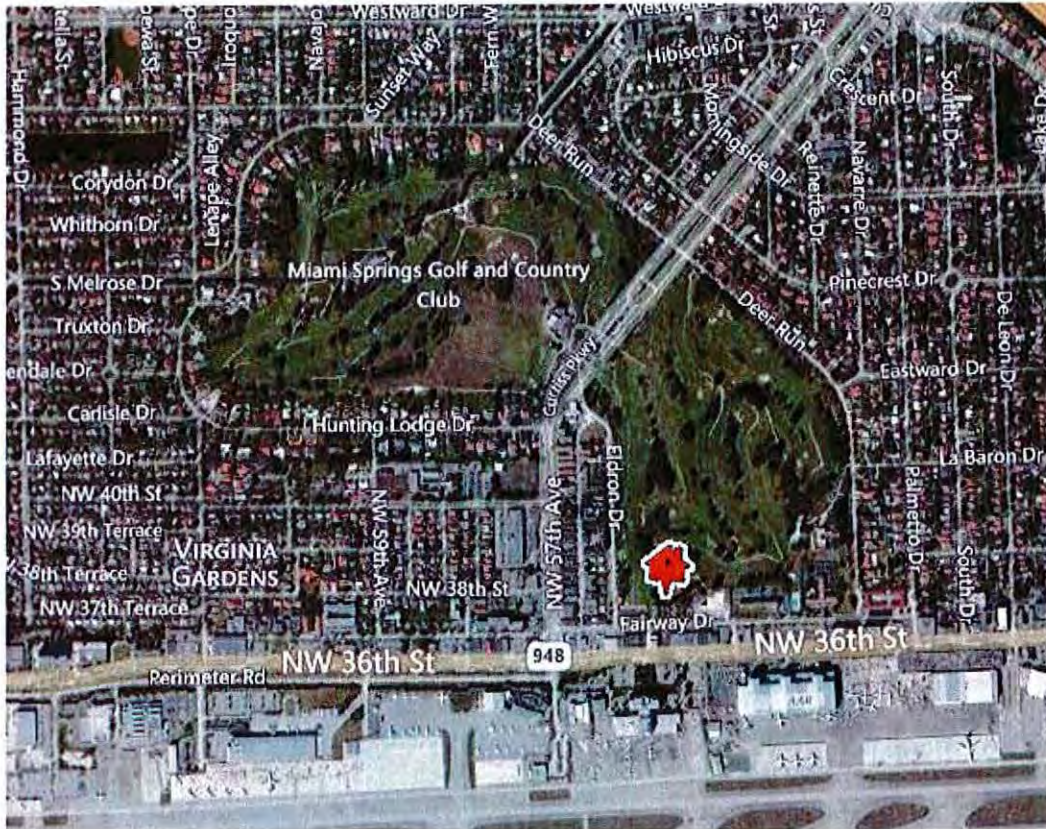
The neighborhood is located in the City of Miami Springs, Miami-Dade County, Florida and is surrounded primarily by mixed residential, and neighborhood commercial usage.

Subject is located on Eldron Drive, which is a minor North/South thoroughfare. Access to the area is good. Major roads and expressways are nearby and provide excellent access to other parts of the county. The City is bound to the North by Okeechobee canal, to the East by NW 42 Avenue, to the South by NW 36<sup>th</sup> St., and to the West by the NW 67 Avenue. The subject has frontage along the West parcel boundaries.



## NEIGHBORHOOD MAP

To the North: Deer Run  
To the East: Deer Run  
To the South: Fairway Drive  
To the West: Curtiss Parkway



**SITE INFORMATION:**

**ACCESS/FRONTAGE:**

Access to subject property is via Eldron Drive, which is minor North/South thoroughfare. The access roadway also provides ingress and egress to the subject property, and has primarily local mixed residential and neighborhood commercial traffic.

**Aerial Map**





**SITE DATA:**

The site is level and at approximate street level. Utilities available to the site are:

Electric:	Florida Power and Light
Telephone:	Multiple Carriers
Water:	Miami Dade County
Sewage Disposal:	Miami Dade County

No adverse easements or encroachments are note

**TOPOGRAPHY/SOIL CONTENT:** The subject site is generally level, and appears to be lying just above the road grade with no observed drainage problems or adverse easements that would restrict or limit the use of the site. We have not been provided with soil surveys or subsurface analysis. However from our observations of the subject site, the surrounding developments, and Miami-Dade County geological survey maps, prepared by the Department of Environmental Protection, we have assumed that there would pose no developmental adversities.

**ENVIRONMENTAL CONDITIONS:** Unless otherwise stated in this report, the existence of hazardous substances, including without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraisers inspection. Furthermore, the appraisers are not qualified to test for such substances or conditions. We attempt to note, during our inspection of the subject property, any visual evidence of dumping, or potentially hazardous waste asbestos in improvements or underground storage tanks. We saw no such evidence during our inspection however, if additional environmental hazards are discovered at a later time, we reserve the right to amend our value estimate.

**PARKING:** Adequate for the purpose of a vacant parcel land, and is typical of comparable sales if based upon granted usage by the City of Miami Springs.



## ZONING

The zoning for the subject property is P 1 Public Property. The present use appears to be conforming and legal.

Zoning is the division of a jurisdiction into zones or districts. Zoning regulates land uses and related matters. Between districts regulations vary but within each district they apply uniformly to each class or kind of property. The districts separate agricultural, residential, commercial, and industrial uses so that there is a minimum of trouble caused by mixed uses.

Zoning has a direct effect on traffic and parking, congestion, slum prevention, general community and neighborhood appearance, community revenues and expenditures and property values. The kind of zoning we have in our democratic society is of recent origin, but effective zoning is indeed necessary. It is also necessary that it be well done, fully protecting appropriate public interest without unnecessarily restricting the use of property. There must be a reasonable relationship between the objectives of regulation and the regulation themselves. The purpose of planning and zoning include the following:

- To preserve and enhance present advantages, overcome present handicap and prevent or minimize future problems.
- To promote, protect and improve public health, safety, comfort, good order, appearance, convenience, morals, and the general welfare.
- To conserve the value of land, buildings, and resources. To protect the character and maintain the stability of residential, agricultural, business and industrial areas, and to promote the orderly development of such areas.
- To guide and accomplish a coordinated, adjusted and harmonious development, which, in addition to the purposed set forth above, will contribute to efficiency and economy in the process of development.
- To lessen congestion in the streets.
- To secure safety from fires, panic, and other dangers.
- To provide adequate light, and air.
- To prevent overcrowding of land and undue concentration of population.
- To facilitate the adequate provision of transportation, water, sewage, schools and other public requirements

ZONING DESCRIPTION AS PER MIAMI SPRINGS CODE OF ORDINANCE:

**Sec. 150-090. P-1 district.**

(A)

*District purpose.* The P-1 district is intended to provide for public recreational facilities as well as public uses of the federal, state, county, and municipal governments. Recreational activities in the P-1 district will normally be conducted in the open air; however, related accessory uses may be located on the same plot in structures or buildings. The functional characteristics of a P-1 district may require its location within, or in close proximity to, residential areas or areas of natural beauty and scenic qualities.

(B)

*Uses permitted.* No land, water, or structure may be used, in whole or in part, except for one or more of the following uses, or similar uses approved by the City Council.

(1)

Public:

(a)

Country club.

(b)

Golf course.

(c)

Shuffleboard courts.

(d)

Swimming pool.

(e)

Tennis courts.

(f)

Recreation or community centers.

(g)

Public parks and open spaces.

(2)

Public preschool, elementary, junior high, or high schools.

(3)

Libraries, museums, community centers.

(4)

City hall and other municipal governmental buildings necessary to the provision of municipal services.

(5)

Publicly owned and operated facilities of the federal, state, county, or special purpose governmental unit necessary to the provision of services and facilities to residents of the community and surrounding areas.

(C)

*Minimum lot area.* The minimum lot area for uses which shall include a building in the P-1 district shall be 10,000 square feet.

(D)

*Minimum lot width.* None.

(E)

*Minimum yards.* None.

(F)

*Maximum building height.* The maximum allowable building height in the P-1 district shall be 40 feet.

(G)

*Signs.* See Signs, [§ 150-030](#)



(H)

*Parking.* See Off-Street Parking, § 150-016

(I)

*Limitations and special requirements.*

(1)

The operation of any recreation area shall, regardless of anything else in this section, be subject to the reasonable control and direction of the City.

(2)

All yards and open spaces adjacent to streets and contiguous to residential areas shall be planted and properly maintained with suitable planting in the form of grass, shrubs, hedges, and trees to present an attractive appearance to the neighborhood.

(3)

Any site upon which a golf course is developed shall be landscaped and maintained in a neat and clean, live, healthy, and growing condition, properly watered and trimmed, free of any refuse, structure, or debris, for a distance of not less than 100 feet from any abutting property zoned for residential use.

(4)

All uses in the **P-1** district shall provide the required parking as outlined in this Zoning Code for such use.

(5)

The site development plan for a plot in the **P-1** district shall provide for an arrangement and location of uses and facilities on the plot as to give maximum possible separation from, and protection to, contiguous and nearby residential property. Where the nature of the activities or facilities on the plot presents any potential hazard or detriment to contiguous residential properties from noise, glare, odors, smoke, vibration, flying objects, or traffic, protection to the contiguous residential properties shall be provided in the form of open space, fences, walls, hedges, enclosures, or by such other means as may be appropriate and effective to prevent or minimize the hazards.

*(Ord. 599-77, passed 3-28-77)*

### **Sec. 150-091. P-2 church use only.**

(A)

*Uses permitted.* Any building used for church services, Sunday school instruction, or other activities directly connected with the normal operation of a church.

(B)

*Building height limits.* The maximum building height shall be 40 feet.

(C)

*Site.* The minimum building site shall be governed by the number of off-street parking spaces which the site will accommodate, in proportion to the size of the building, as provided by this chapter, and subject to the limitations as herein provided for front, rear, and side yard requirements.

(D)

*Front, side, and rear yard requirements.* No structure in this area shall be built closer than 30 feet to the exterior property lines of the minimum building site as herein required.

(E)

*Signs.* See Signs, § 150-030

(F)

*Parking standards and requirements.* See § 150-016

*(Code 1962, § 25-18; amend. Ord. 184.24, passed 9-8-58; amend. Ord. 599-77, passed 3-28-77; amend. Ord. 760-90, passed 3-26-90)*

### **Sec. 150-092. Nonconforming uses.**

(A)

A nonconforming use of a building, or portion thereof, or of land, which use existed lawfully at the

time of adoption or subsequent amendment of this chapter, may be continued, provided that:

- (1) No building which has been damaged by fire, explosions, act of God, or the public enemy, to the extent of more than 50 percent of the replacement value of the building immediately prior to the damage, shall be restored, except in conformity with the requirements of this chapter.
- (2) No building or portion thereof, or land used in whole or in part for nonconforming purposes according to the provisions of this chapter, which hereafter becomes and remains vacant for a continuous period of three months, shall again be used except in conformity with the regulations for the district in which the building or land is situated.
- (3) A nonconforming use of a building or land shall not be extended or enlarged.
- (4) A nonconforming structure that was erected, converted, or structurally altered in violation of the provisions of the ordinance which this chapter supersedes, shall not be validated by the adoption of this chapter, and the violations or any violations of this chapter may be ordered removed or corrected by the proper officials at any time.
- (5) The lawful use of land for storage purposes, or for advertising signs and billboards, which does not conform to the provisions of this chapter, shall be discontinued within three years from the date of the adoption of this chapter, and the uses of land which become nonconforming by reason of a subsequent change in this chapter shall also be discontinued within three years from the date of the change.
- (6) Whenever a nonconforming use of a building has been changed to a conforming use, the use shall not thereafter be changed to a nonconforming or less restricted use.
- (7) Once a nonconforming use is abandoned for a continuous period of three months, it cannot be reestablished until it conforms to the provisions of this chapter.

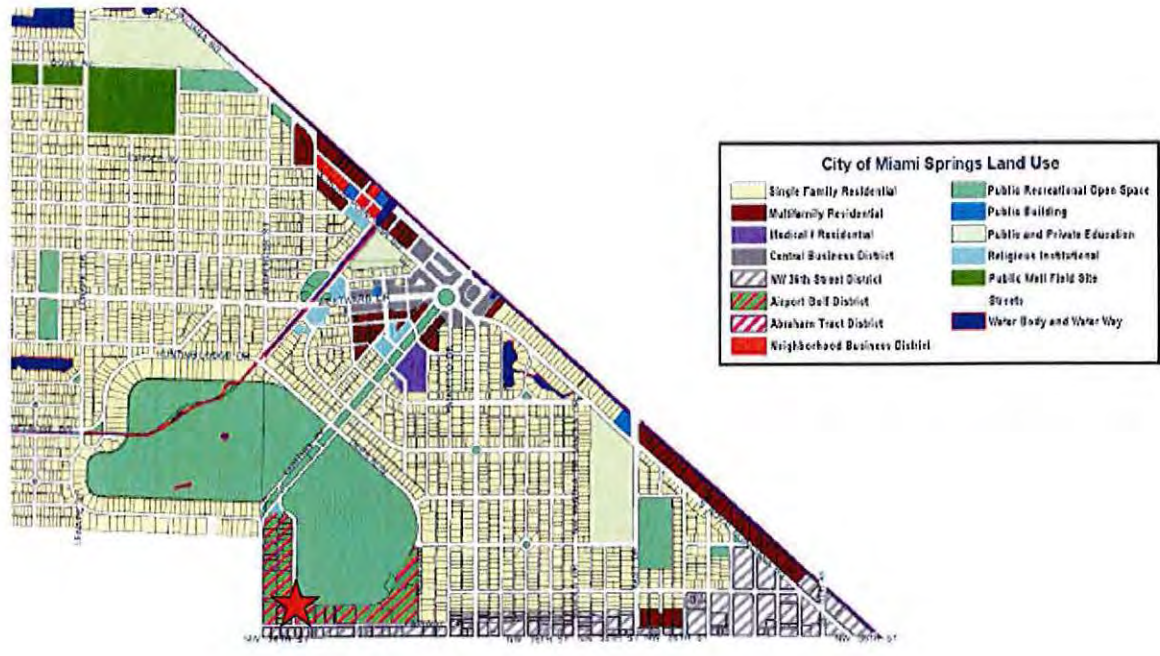
**(B)**

Nonconforming residential homes, multiple-family dwellings and commercial buildings that meet the following listed qualifications shall be exempt from the platting requirement of § 150-019 as provided herein:

- (1) *Qualifications.* Each property seeking to qualify for exemption pursuant to this section must meet all of the following conditions and requirements:
  - (a) The property was initially platted as a separate lot or lots and was subsequently replatted as part of a tract of land, or the property was originally platted as a tract of land without individual lots.
  - (b) The City issued a building permit for the construction of a single-family residential home, multiple-family dwelling or commercial building on the property while it remained part of a tract or land without being replatted.
  - (c) The property has since remained part of a tract of land since the construction of the existing structure on the property.
  - (d) The structure built on the property presently exists on the same portion of the tract upon which it was originally constructed.
  - (e) The property conforms, in all other respects, to the City Code of Ordinances. If not, the property may still qualify for the exemption provided herein, if the property owner secures a variance from the City for whatever other violation or nonconformity may exist on the property.

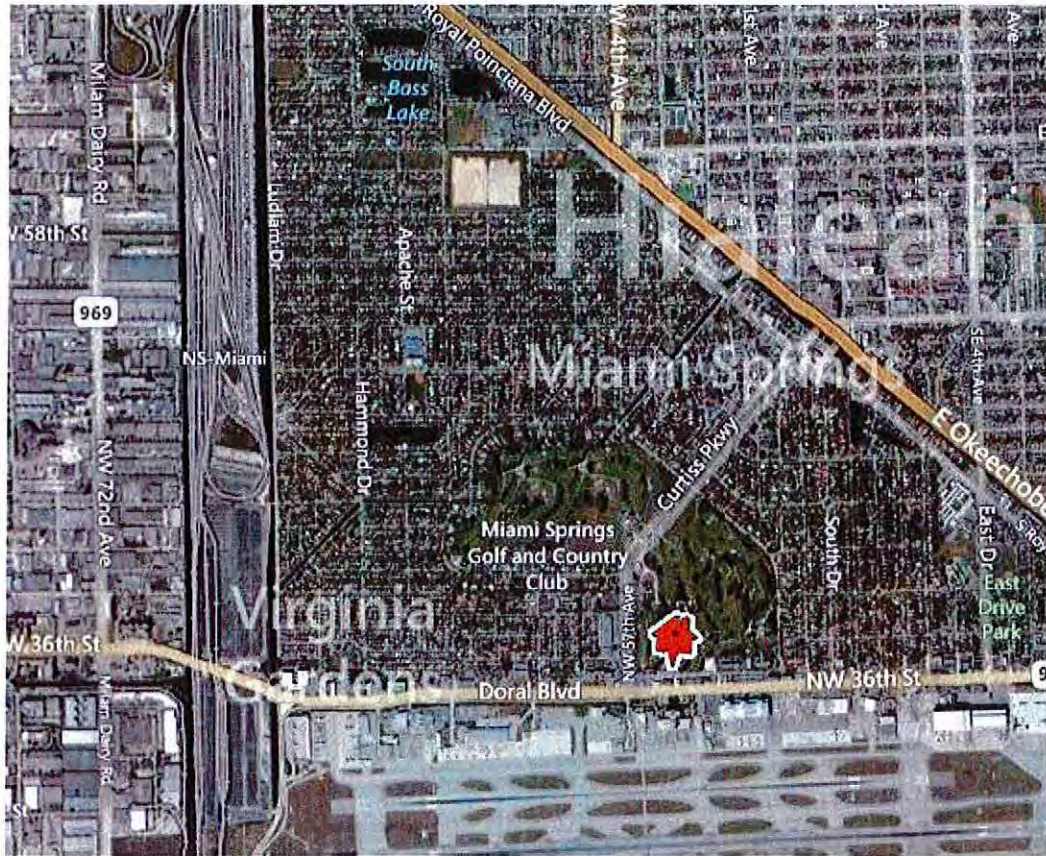


**SUBJECT'S NEIGHBORHOOD ZONING MAP**



*APPRaisal ZONE*

GENERAL AREA MAP



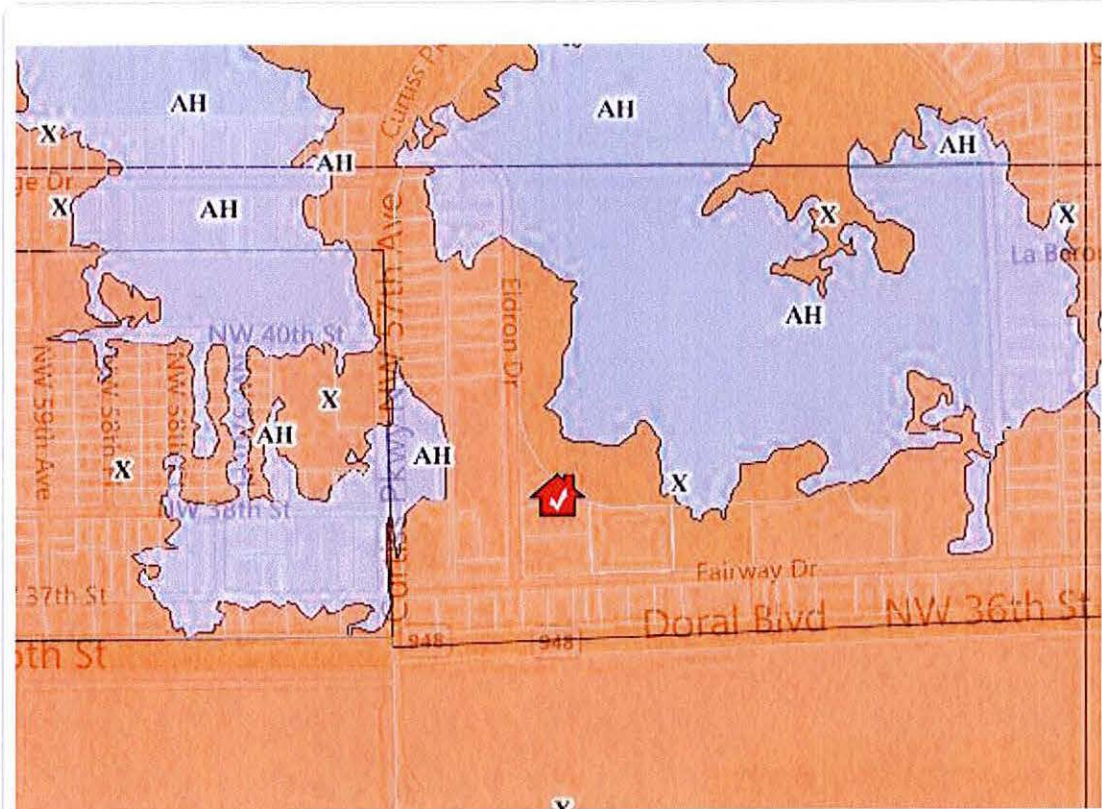


**FLOOD MAP**

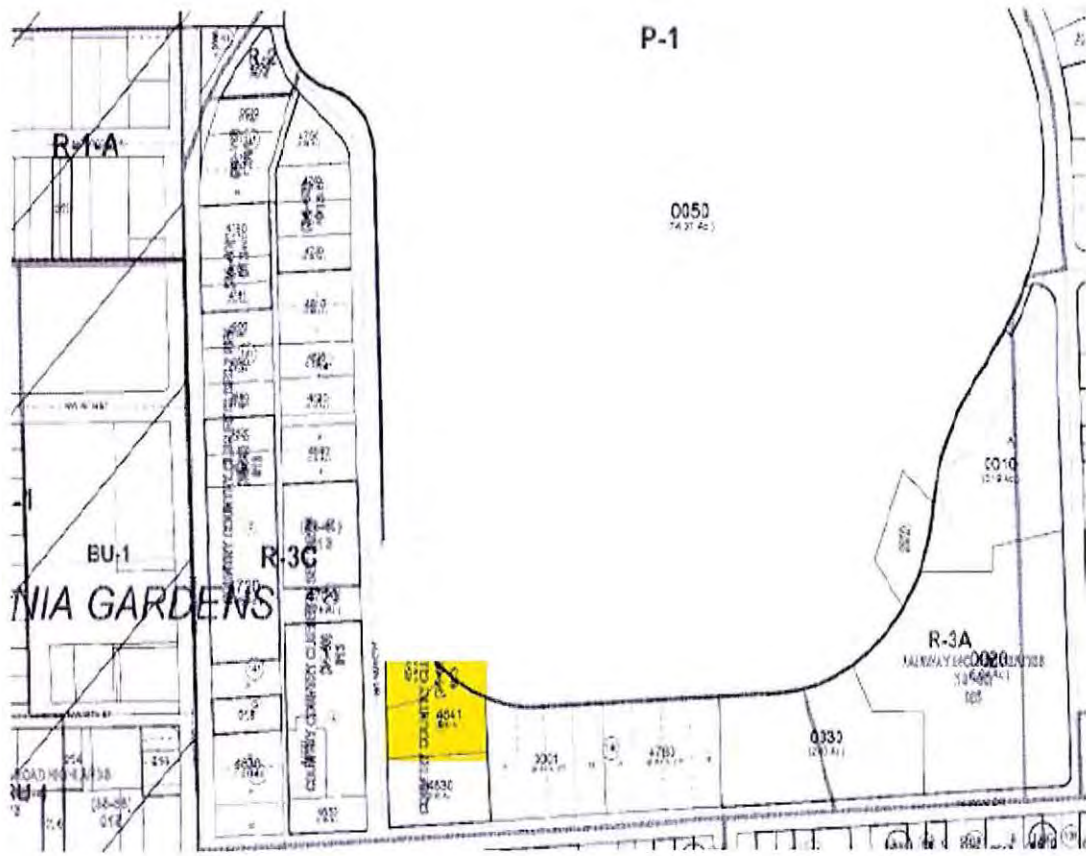
Special Flood Hazard Area (SFHA)	Within 250 ft. of multiple flood zones?	Community Name
Out	Yes (AH,X)	MIAMI SPRINGS

**Flood Zone Description:**

Zone X-An area that is determined to be outside the 100- and 500-year floodplains.



PLAT MAP





## TAX & ASSESSMENT ANALYSES

In arriving at just valuation as required under Section 4, Article VII of the State Constitution, the Property appraiser is required to consider eight criteria, which are outlined below:

1. The present cash value of the property, which is the amount a willing purchaser would pay a willing seller, exclusive of reasonable fees and cost of purchase, in cash or the immediate equivalent thereof in a transaction at arms length;
2. The highest and best use to which the property can be expected to be put in the immediate future and the present use of the property, taking into consideration any applicable local or state land use regulation and law, ordinance, regulation, resolution, or proclamation adopted by any governmental body or agency of the Governor when the moratorium prohibits or restricts the or improvements of property as otherwise authorized by applicable law;
3. The location of said property;
4. The quantity or size of said property;
5. The cost of said property and the present replacement value of any improvement thereon;
6. The condition of said property;
7. The income from said property;
8. The net proceeds of the sale of property; is received by the seller, after deduction of all the usual and reasonable fees and costs of the sale, including the costs and expenses of financing and allowance from unconventional or typical terms of financing and arrangements. When the net proceeds of the sale of any property are utilized, directly or indirectly, in the determination of just valuation of realty of the sold parcel or any other parcel under the provision of this section, the property appraiser, for the purposes of such determination, shall exclude any portion of such net proceeds attributable to payments for household furnishings or other items of personal property.

NOTE: As amended by Section 6, Ch 79-334 applies to assessment rolls and taxes levied thereon for the year 1980 and each year thereafter.

It is mistakenly believed assessments are supposed to be at 100% of Market Value. In actuality, assessments should reflect net proceeds of sale to a seller subtracting selling expenses and allowances for typical financing. Therefore, a property could be over assessed even if it sells for an amount greater than the assessment.

Depending upon the specific property type, assessment to sale ratios should typically range from 80% to 95%. However, terms of the sale, selling expenses, and financing involved could dictate a lower or even higher assessed to sale ration.

Most properties are assessed via the Cost Approach with additional support from the Direct Sales Comparison and Income approaches (if available). Sometimes, because of the process of Mass Appraisal, relevant approaches were not relied upon primarily due to the absence of pertinent information such as an income statement or recent physical inspection of the property.

Consequently, the assessment is generally not representative of true 100% market value. The subject property is identified and subject of Miami-Dade County Ad Valorem Taxes on Real and Personal Property. Taxes are payable in November with a 4% discount and become delinquent on April 1st of the following year. In our research of the subject property, we noted the property taxes were current.

The tax assessment is not relative to the market value.

According to the Miami-Dade County Tax Rolls, the subject properties are assessed as follows:

Assessment Year 2012:

Land	Building	Total Value	Taxes
Exempt			

## HIGHEST & BEST USE

Highest and Best use is defined by the Dictionary of Real Estate Appraisal, 3rd edition as: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, that results in the highest value".

In a case where a site has existing improvements, the highest and best use may well be different from the existing use. The existing use however, will continue until the land value represents the majority of the property value, and there is justification for the removal or renovation of the existing improvements.

Additionally, it is implicit in the definition that the determination of highest and best use is a logical and well-supported conclusion resulting from the appraiser's judgment and analytical skill. Furthermore the term highest and best use does not refer exclusively to the size of the structure that might be built and is not always measured in terms of money. The return or yield of a property can also be construed as the benefits derived from amenities such as historic significance or natural beauty.

Also implied within this definition of highest and best use is the contribution of a particular use to the community, and community development goals along with the benefits of that use to the individual property owner. With these underlying premises in mind, there are essentially four tests, which are applied to the use or uses being considered. These four tests are:

1. The site's legally permissible use, which is permitted by zoning and deed restrictions on the site in question, along with any approval processes as permitted by various government agencies.
2. The physically possible uses for the site in question. Simply stated, that is, what can be constructed on the site, for example, an odd shaped parcel of land might have a total square foot size, which, under a given zoning would allow a certain size structure to be constructed. However, because of the sites configuration only a smaller structure would be possible.
3. Its probable use. This is simply what use will be compatible with other current and likely uses in the area.
4. The most profitable uses amongst the most feasible uses; that use which will produce the highest return or the highest present worth.

Highest and Best Use is further defined as that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically feasible, and which results in the highest land value. The definition immediately above applies specifically to the Highest and Best Use of land. It is to be recognized that in cases where a site has existing improvements on it, the Highest and Best Use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its Highest and Best Use exceeds the total value of the property in its existing commercial use.



## HIGHEST & BEST USE AS IF VACANT

Highest and Best Use is defined in the 11th Edition of the Appraisal of Real Estate, published by the Appraisal Institute follows:

1. Highest and Best Use of land is the most profitable likely use at the time of appraisal. It also may be defined as the available use and program of future utilization that produces the highest present land value.
2. Existing use may or may not conform to Highest and Best Use.
3. Highest and Best Use may comprise a combination of a profitable interim (transitional) use and a deferred, more profitable potential use.
4. Highest and Best Use may be limited by zoning or deed restriction.
5. The principal of increasing and decreasing return affirms the proper apportionment of land and improvements to achieve maximum land value.
6. The concept of Highest and Best Use may be extended to improved real estate for various decisions making situations but such application should not be confused with the underlying concept of Highest and Best Use of land only.
7. Balance and consistent use are important collateral consideration in the selection of Highest and Best use.

The preceding definition is specifically applied to the highest and best use of land as though it were vacant. When a site is improved, the improvement typically remains in use over its economic life. The discussion of highest and best use under the assumption of a vacant site should analyze what type and size improvements should be constructed when considering the basic definition and criteria. The factors that underline the highest and best use criteria will be discussed.

1. The subject sits on a parcel of land zoned **P 1 Public Property**. The present/existing use is legal conforming use, currently under use as an automotive repair building.
2. As to possible uses or what could be constructed on the site, the site offers no developmental adversities. Moreover, based on our observation of surrounding development, there does not appear to be any adverse topographical condition that would preclude development with standard construction techniques. As a benefit, all utilities are to the site.
3. Probable use considerations include those uses that are compatible with surrounding development. Due to the nature of the area as outlined in the Neighborhood Analysis, the most likely use would be predicated upon a zoning that would reflect the intended use of a developer looking to develop the site. Due to the size of the tract, it is believed that a commercially oriented use would be the most probable use.
4. In order to identify a specific use that would result in the highest return to the land, a feasibility analysis would have to be conducted. This however, is beyond the scope of the appraisal assignment. Therefore from the preceding factors considered, the highest and best use of the subject "as if vacant" would be oriented toward usages as permitted by zoning codes.

## CONCLUSION

We have concluded that the highest and best use of the subject property as though vacant would be for development of a use commensurate with those activities permitted by the current adjacent commercial zoning.

## HIGHEST AND BEST USE AS IMPROVED

Once a parcel of land is substantially improved, the two parts from an integrated unit, and from all practical purposes, they are inseparable. However, when the market value of the land alone if vacant and available for its highest and best use exceeds the value of the property as improved, the improvements are no longer a viable contribution to the property and a new use must be adopted. In analyzing the Highest and Best use of the subject property "as improved", several principles of real estate value must be considered. They include conformity, supply and demand, change, and balance.

- **Conformity** – The subject's improvements continue to conform to the general developmental pattern and architectural homogeneity of the district.
- **Supply and Demand** – Our analysis of the subject's surrounding neighborhoods tends to indicate that there is demand for warehousing oriented space. Although it may have to be upgraded or modified to suit the new users needs.
- **Change** – This is the law of cause and effect at work. We note no changes occurring in the subjects' use or improvements obsolete.
- **Balance** – Value is created and sustained when contrasting, or interacting elements are in a state of equilibrium. At present, the economic mix in the immediate area appears to be relatively harmonious. The subject, as improved, offers basically a large open shell structure that can be modified to suit a user's need and is potentially capable of competing in the current environment. Thus, balance is sustained

## CONCLUSION

We have concluded that the highest and best use of the subject property as though vacant would be for development of a use commensurate with those activities permitted by the current adjacent commercial zoning.



## ESTIMATION OF LAND VALUE

In land valuations, the following elements in value are equated between the individual properties under comparison and the subject property:

1. Sale data including price, date/time of sale;
2. Lot size and topographical features;
3. Location appeal relating to land pattern, corner influence, proximity to favorable or unfavorable features, and accessibility;
4. Availability of utilities, street surfacing, municipal services;
5. Zoning and deed restrictions, probability of rezoning or the intrusion of inharmonious land uses;
6. Any other pertinent comparison factors.

Provided that market data used in comparison has been sufficient, properly qualified and interpreted, then the results drawn from the Market Data Approach to land value will provide the most logical, easily understood evidence of value. If strict and objective translation of the definition of "Market Value" and the meaning of "optimum use" has been made, there can then be little cause for wide value differences which sometimes occur.

The objective of the Market Data Approach to land value is to deduce from data of actual sales and current offerings to buy or sell, the amount at which the subject property would sell if it were put on the market. The theory is that by comparing data an exact duplicate of the subject will be found, and thus the price that the subject would bring in the market can be correctly estimated. Of course, in actual practice it is rare, indeed, to find another property exactly like the subject.

In order to be properly considered, all market data must be accurate and reliable. The factors of motivation should be clearly understood so that the data can be accepted freely, and assumed to be from the standpoint of all parties involved. Land sales follow on the next page.

**COMPARABLE LAND SALE 1**

<b>Parcel ID #:</b>	26-3025-001-0244
<b>Address:</b>	6301 NW 36TH ST, VIRGINIA GARDENS, FL 33166
<b>Grantor:</b>	LAND 1 LTD
<b>Grantee:</b>	SPACE COAST CREDIT UNION
<b>Legal Description:</b>	25 53 40 1.69 AC M/L FLA FRUIT LAND CO SUB PB 2-17 TR 21 LYG NLY OF N R/W/L 36TH ST EXTN LESS W600FT & LESS E310FT LOT SIZE 65186 SQUARE FEET OR 20563-4505 0702 1 COC 25571-4048 04 2007 1
<b>ORB/Page:</b>	28020-3459
<b>Sale Date:</b>	01/2012
<b>Zoning:</b>	BU-3
<b>Land Size:</b>	65,186 SF
<b>Sales Price:</b>	\$1,300,000
<b>Price Per SF:</b>	\$19.94 PSF
<b>Prior Sales:</b>	None in the prior year.

**COMPARABLE # 1 AERIAL**





**COMPARABLE LAND SALE 2**

<b>Parcel ID #:</b>	01-3123-019-0050
<b>Address:</b>	1601 NW 37TH ST, MIAMI, FL 33142
<b>Grantor:</b>	LIGHT DONALD F
<b>Grantee:</b>	YURI ORELLANA INC
<b>Legal Description:</b>	ALLAPATTAH CTR PB 12-74 LOT 4 BLK 1
<b>ORB/Page:</b>	28633-616
<b>Sale Date:</b>	05/2013
<b>Zoning:</b>	T6-8-O Urban Core
<b>Land Size:</b>	5,047 SF
<b>Sales Price:</b>	\$58,000
<b>Price Per SF:</b>	\$11.49 PSF
<b>Prior Sales:</b>	None in the prior year.

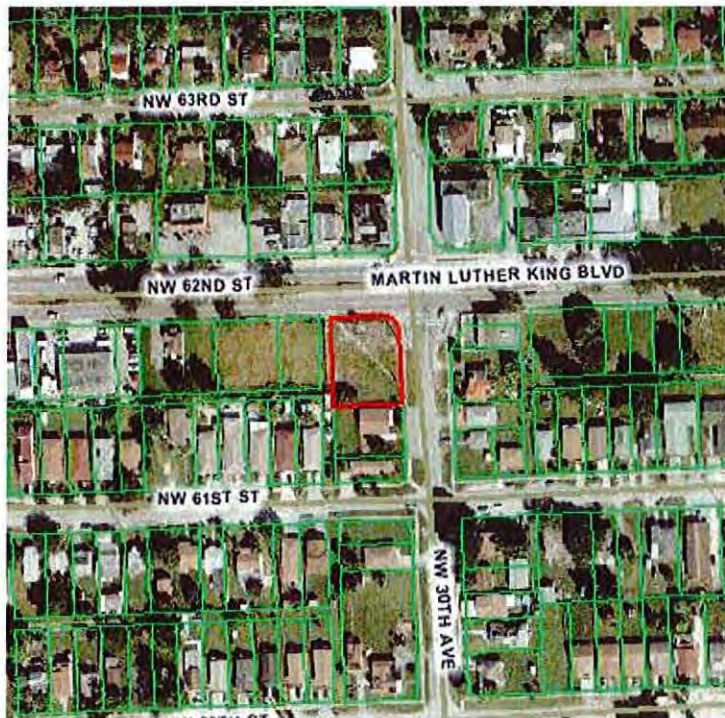
**COMPARABLE # 2 AERIAL**



**COMPARABLE LAND SALE 3**

<b>Parcel ID #:</b>	30-3116-009-3950
<b>Address:</b>	3000 NW 62ND ST, MIAMI, FL 33147
<b>Grantor:</b>	YAP PATRICK J TRUST
<b>Grantee:</b>	3000 NW 62 STREET INC
<b>Legal Description:</b>	HIALEAH HGTS PB 28-24 LOT 13 LESS N20FT & ALL LOTS 14 THRU 16 BLK 16 LOT SIZE 14381 SQ FT COC 23611-2332 06 2005 5
<b>ORB/Page:</b>	28147-4169
<b>Sale Date:</b>	06/2012
<b>Zoning:</b>	BU-1 Business
<b>Land Size:</b>	14,381 SF
<b>Sales Price:</b>	\$120,000
<b>Price Per SF:</b>	\$8.34 PSF
<b>Prior Sales:</b>	None in the prior year.

**COMPARABLE # 3 AERIAL**





SALES COMPARISON GRID – LAND VALUATION

	Subject	SALE 1	SALE 2	SALE 3	
Location:	<i>650 Curtiss Parkway, Miami Springs, FL</i>	6301 NW 36 ST, Miami, FL	1601 NW 37 AVE, Miami, FL	3000 NW 62 ST, Miami, FL	
Folio #:	<i>Pending</i>	01-3025-001-0244	01-3123-019-0050	30-3116-009-3950	
Sale Date:	<i>N/A</i>	01/2012	05/2013	05/2012	
Zoning:	<i>P 1</i>	BU-3	T6-8-O	BU-1	
Land Size:	<i>10,299 SF</i>	65,186 SF	5,047 SF	14,381 SF	
Sales Price:	<i>N/A</i>	\$1,300,000	\$58,000	\$120,000	
Price/SF:	<i>N/A</i>	\$19.94	\$11.49	\$8.34	
<b>Financial Adjustments</b>					
Financing		0%	0%	0%	
Conditions of Sale:		0%	0%	0%	
Time of Sale:		0%	0%	0%	
Market Condition:		0%	0%	0%	
Adjusted Price/SF:		\$19.94	\$11.49	\$8.34	
<b>Physical Adjustments</b>					
Location:		0%	0%	0%	
Corner Lot:		0%	0%	0%	
Zoning:		0%	0%	+	
Land Size:		-	+	0%	
Net Adj. Val./SF		\$19.94	\$11.49	\$8.34	

Based upon an average of the prices per square foot seen, the market reflects a value estimated at: \$11.00 /SF.

$10,299 \text{ SF } +/- \times \$11.00 \text{ PSF} = \$113,289$

**ESTIMATED VALUE FOR THE SUBJECT PARCEL AS UNIMPROVED:**

**(SAY) ONE HUNDRED FIFTEEN THOUSAND (\$115,000) DOLLARS**

## COMMENTS ON SALES & ADJUSTMENTS

Comparable Sale #1 is a vacant commercial property located .69 miles SW of the subject. This property was chosen for its location and overall similarity to the subject. This property also sold within the similar current market conditions, therefore no time adjustment was warranted.

Comparable Sale #2 is a vacant commercial property located 2.79 miles SE of the subject. This property was chosen for its location and overall similarity to the subject. This property also sold within the similar current market conditions, therefore no time adjustment was warranted.

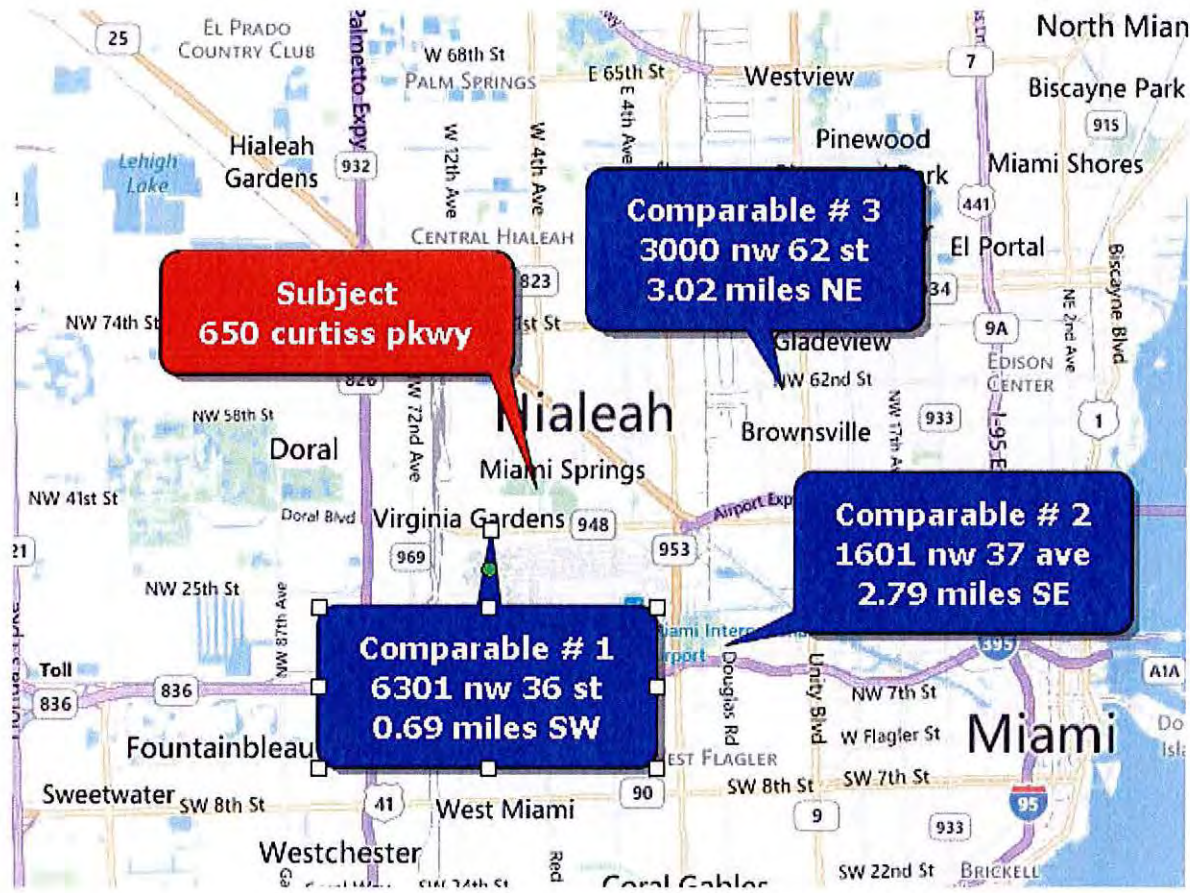
Comparable Sale #3 is a vacant commercial property located 3.02 miles NE of the subject. This property was chosen for its location and overall similarity to the subject. This property also sold within the similar current market conditions, therefore no time adjustment was warranted.

Our investigation has also identified listings of similar comparable properties. The lowest asking price psf for similar listings was about \$15.00 psf. Presuming that a final negotiated sale price will be perhaps 10% to 15% lower than the asking price, these listings would seem to verify that the above price range is appropriate. While the present market conditions will not be known for several months when current data becomes available, there are some signs that the real estate market has reached bottom or nearly so. Even so, it is believed that the recent market conditions reflected in the above grid are reasonable

**Reconciliation:** The comparables are representative of the competitive market place therefore; equal reliance was given to the sales in regards to final price per square foot. No time of sale adjustments was warranted since the comparables were negotiated in similar current times. The appraiser made a diligent effort to secure similar lot sizes. Note, At the time of inspection, there were limited similar recent sales within the subject's immediate area. Therefore, the appraiser expanded the search for comparables outside of the subject's immediate area. The appraiser studied the neighborhoods and municipalities in the area to determine which areas have characteristics or trends similar to the subject's and looked for those areas that are subjected to the same influences as the subject. All of the comparable sales utilized were among the best available at the time of inspection and are considered good indicators of the subject's current estimate of market value.



Comparable Map



**COST APPROACH TO VALUE, N/A**

The Cost Approach is the process where the value of improved property is estimated on the basis of the cost to replace the structures, less applicable depreciation.

The appraiser must first estimate the cost to replace the structure. All components of the structure are taken into account. Then the appraiser must estimate depreciation from all sources, including physical deterioration (curable and incurable), structural obsolescence (curable and incurable) and economic obsolescence. The sum of the depreciated value is the indicated value of the property via the Cost Approach for improvements.

The following summary outlines the above process:

REPLACEMENT COST OF ALL IMPROVEMENTS

LESS DEPRECIATION

PHYSICAL (CURABLE & INCURABLE)  
FUNCTIONAL OBSOLESCENCE (CURABLE  
& INCURABLE)  
ECONOMIC OBSOLESCENCE

EQUALS DEPRECIATED VALUE OF IMPROVEMENTS

PLUS SITE IMPORVEMENTS  
PLUS LAND VALUE

RESULTS IN: INDICATED VALUE BY COST APPROACH



## **DIRECT SALES COMPARISON APPROACH TO VALUE**

The Direct Sales Comparison, or Market Approach is the most commonly known and employed method of valuing Real Estate. The essence on this approach is based upon the principle of substitution i.e. that a prudent purchaser will pay a price for a particular piece of property, which is commensurate with the prices currently being paid for similar properties in similar locations. Thus, the appraiser assembles sales and offerings of properties containing generally similar uses, amenity and aesthetic features as are possessed by the subject property.

Analysis of the real estate market realizes that there are no two properties exactly alike. An adjustment process therefore is required to compensate for differences between comparable date employed by the appraiser and the subject property under analysis. Adjusting for tangible differences between two properties, the cost to reproduce the various items is used as a guide in making adjustments. Market experience also demonstrates that purchaser tend to pay less for purely cosmetic features that contribute little to the utility of property. The price paid for such peripheral improvements is usually less than the cost of reproduction therefore; the judgment of the analyst should reflect the reaction of typical prudent purchasers.

Other factors, besides structural detail, which bear upon the value of property, include the time of sale, zoning, terms and the circumstances of the sale and location.

The appraiser analyzes the market data employed in relation to the subject property, and in so doing takes into account all items, which contribute to or detract from value.

The Market Comparison Approach is a technique of finding sales of similar properties and carefully analyzing and comparing them by virtue of their differences and major similarities into an indication of value for the appraised property.

The comparable properties were observed for their possibility of similar functional potential utility. Size, area, age and condition of improvements were also analyzed and considered.

Comparable sales chosen were similarly located, similar use/purpose properties all located within the subject's competitive market area.

The validity of this approach is dependent upon the availability, quantity, relevancy and quality of the data. Procedurally, the steps in the Direct Sales Comparison Approach are as follows:

1. Research of the market to obtain information about transactions, listings and other offerings of properties similar to the subject.
2. Verify the Information by considering whether the data obtained is factually accurate and the transactions reflect arms length market considerations.
3. Determine relevant units of comparison e.g., price per unit or multiplier, and develop a comparative analysis for each unit. The unit of comparison utilized in this analysis is the price per square foot of improvements to the land area.
4. Compare the subject and the comparable sales according to the elements of comparison and adjust the sales price of each comparable as appropriate or eliminate the property from consideration.
5. Reconcile the value indications that result from the comparable sales into a single value indication.

In the case of the subject property, sufficient data was available in the area from which a meaningful Sales Comparison Approach could be developed. Primary emphasis was place on finding transactions involving properties that were similar to the subject in use, location, access, and exposure factors. The sales cited offer a cross section of similar investments. Salient factors of the improved sales utilized in our analysis are presented on the following pages.



## INCOME APPROACH TO VALUE,N/A

Not applied, however explained. The Income Approach to Value deals with the present worth of future benefits. This is measured by the net income, which a fully informed purchaser is warranted in assuming the property will produce during its remaining useful life. After comparison with investments of similar types and class, this net income is capitalized into a value estimate. Several analyses are necessary before a value estimate may be projected. Of prime importance is a careful scrutiny of the potential income stream. The appraiser must concern himself with three significant factors that pertain to the subject's income. These are the quantity, quality and durability of the income.

In the first instance, it must be determined whether the actual rent is proper or is similar space currently being rented for a higher or lower amount. The prudent purchaser certainly would be dubious of a high rent, which had no justification and in the same light he would be apprehensive of a rent well below that received for comparable properties. This comparison will lead the appraiser to a final conclusion, which enables him to ascribe a proper economic rent to the property under appraisal.

The quality of the subject's income stream is the second major item of concern to the typical purchaser. The more reliable and solvent the tenant, the less the risk involved. This factor has a direct relationship to the rate of return, which the investor requires.

The third element, durability, requires that the appraiser analyze the terms of tenancy involved. He must determine how secure the income is. Is it of a short-term nature, or is it secured by a long-term lease? He must arrive at whether the income shall retain the characteristics of annuity or will it decline as the property and area decline.

Once a proper economic rent is ascribed to the property under appraisal, careful weight must be given to the normal expenses incurred by the owner of similar properties. This requires an extensive market analysis and the execution of sound judgment on the part of the appraiser. Subtracting proper expense items from the Gross Income estimate results in a Net Income, which the property can be expected to produce.

This net income may then be capitalized into a value estimate by applying a capitalization rate, which expresses the normal return requirements of the typical prudent buyer. This rate or factor is directly related to the quality and durability of the income stream.

Briefly, it varies up or down based on the tenant's responsibility and the length of time during which the income flow is considered reasonably certain. The above analytical process has been applied to the subject property with the following resulting market comparisons, analyses and conclusion.

The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, third edition defines the income approach as follows: "A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into a property value. This conversion can be accomplished in two ways.

## INCOME APPROACH TO VALUE (Continued)

One year's income expectancy can be capitalized at market-derived capitalization rate or at a capitalization rate, which reflects a specified income pattern, return on investment and change in the value of the investment. Alternatively, the annual cash flows for the holding period can be discounted at a specified yield rate.

The subject, at present is designed for single tenant occupancy, as of the date of valuation. The property is unknown to be tenant or owner occupied at this time. The value estimate is based on the capitalization of a stabilized Net Operating Income as estimated for the improvements.

The approach in each section is comprised of four steps:

1. Estimate the gross potential income that can be expected based on market rent levels.
2. Estimate the vacancy and expense deduction that can be expected.
3. Derive a stabilized net operating income estimate.
4. Capitalize the net operating income into a value indication.

The final estimates of income and expenses represent stabilized estimates that are based on mature or stabilized operations of the subject over reasonable periods of anticipated ownership. Stabilized income and expense figures are used for the following reasons:

- The property is expected to have experienced management, whereby earnings will be stabilized.
- A short-term projection of income tends to be more accurate, due to the greater degree of uncertainty typically involved with longer-term projections.
- Projection of income over a short term will produce the same total value as a longer projection, regardless of capitalization technique provided the assumptions involve the same income stream, the same rate of change in property value and the same rate of interest. Stated differently, any loss in value due to the shorter income stream will be offset by a gain in the present value of the reversion.
- Under normal circumstances, net cash flow fluctuates, irregularly, up and down, from year to year. A reasonable reliable (stabilized) net income over a short projection period can be termed as a level annuity. To stabilize income, when the projection is presumed to cover the total useful life of a structure is virtually impossible.

Two methods of capitalization are available to the appraiser in the analysis of income producing property; direct and yield capitalization. Direct capitalization is used to convert an estimate of a single year's income expectancy into an indication of value in one direct step.

Yield capitalization, on the other hand, uses the discounting procedure to convert specified annual income and future reversionary benefits to a present value on the premise of a required rate of return.

Direct capitalization assumes no allocation between the return on and of capital invested. Due to the proposed single tenant viability of leasing this one unit, we have relied on the direct capitalization of income as the preferred method. The income approach, along with supporting documentation, is developed and explained on the following pages for the 'as proposed' valuation.



## PARAMETERS OF VALUE CONCLUSION

An appraisal of real estate is an opinion of value certified by an individual representing himself to be an expert.

Due to the many influences that affect supply and demand and the imperfections that exist in the market, the appraisal of real estate remains an inexact science.

The appraiser's client must recognize that at any given moment in time before or after the effective date of value, the property value may be different from what the appraiser has estimated. Real estate investment has a high degree of risk and performance and success is dependent upon management, market liquidity, and all sorts of outside influences. Remember that if for any reason subsequent events (after the effective date) worldwide, national, regional, and local or neighborhood occur, the value of the property will change.

The developer, the lender, and subsequent property owners must each analyze and measure the risk as they see it, at any moment in time. The appraisal, therefore, is a judgment tool offering only a supported opinion of the present worth of anticipated benefits subject to the investment risks, measured mainly by such market data as are available at the effective date of appraisal.

The appraiser's client must further recognize that the market data, which are present in this report, are past sales that took place in a market place where tax shelter rules may have been substantially different from future rules and those probable changes could render conclusions of a comparable sales study invalid.

In conclusion, however, while an appraisal cannot be guaranteed or absolutely proven, if the opinion of value, as expressed and demonstrated, is not influenced by sentiment, sympathy, bias, personal interest, or lack of understanding, and is, in fact, a sincere effort by a competent impartial valuator, then the conclusions so developed may properly be considered as a basis of negotiation between owner and prospective purchaser, or between lender and borrower or between condemner and condemned.

The Direct Sales Comparison approach to value have been pursued with only the Direct Sales Comparison Approach given most weight in regards to the final opinion of market value. The detailed analysis of all the pertinent facts and data which were considered to influence the value of the subject property have led to following value estimates:

COST APPROACH	\$ N/A
INCOME APPROACH	\$ N/A
SALES APPROACH	\$ 115,000



## **RECONCILIATION AND CONCLUSION OF VALUE**

It can be observed that all approaches to value indicate that the property appraised is worth as was indicated above. Some approaches worked in conjunction with others.

It is appropriate first to recapitulate the procedures and conclusion of each of the approaches, and then reconcile them into final estimate of market value for the subject property.

The Direct Sales Comparison Approach identifies and measures the market reaction of typical buyers and sellers of similar and/or competitive properties.

This approach reflects the buyers' judgments about adverse economic influences, which when analyzed with adequate sales data left a narrow margin of error in estimating the market value of the subject property.

Since no two properties are exactly alike, adjustments for differences are typically necessary. As the magnitude of the adjustments increases the reliability of this approach tends to diminish.

All comparable sales were considered similar to the subject in use & marketability attributes. The prospects for error in this approach have been reduced to a minimum.

The Direct Capitalization Approach was not considered. The overall capitalization was not developed. The quantity and quality of the available data were considered to be very appropriate.

### **Conclusion:**

All the sales indicate that the value estimate reflected by one approach can be considered reliable. The estimate from the Direct Sales Comparison Approach provides most accurate approach.

The market value of the subject property, as defined herein, as of the date of the exterior inspection which was completed on November 25, 2013 is estimated to be:

**ONE HUNDRED FIFTEEN THOUSAND (\$115,000) DOLLARS**

## **QUALIFICATIONS OF THE APPRAISER**

**Jorge Luis Canellas**

### **LICENSES**

State Certified General Real Estate Appraiser No. RZ 3065  
Real Estate Broker, State of Florida

### **APPRAISAL & REAL ESTATE EXPERIENCE**

- May 2005 to Present: Appraisal Zone Corp. - Owner
- May 2005 to Present: Canellas Realty Group - Owner
- January 2001 to May 2005: MAC Appraisal Corp, Miami, Florida – Owner
- January 1999-2001: Residential Appraisers, Miami, Florida – Review Appraiser

### **Types of Appraisal Assignments**

- Commercial
- Single Family Residence
- Condominium
- Multi-Family(1-4 Units)
- Vacant Land
- FHA Financed Properties
- REO Properties

### **SPECIALIZED EDUCATION**

- Real Estate Sales Person : 1996
- Sales Performance Systems : 1996
- Real Estate Mortgage : 2001
- Real Estate Sales Person Continued Education : 1998
- Real Estate Sales Person Continued Education : 2000
- Real Estate Sales Person Continued Education : 2002
- Course 520 Highest and Best Use and Market Analysis :2000
- Uniform Standards of Professional Appraisal Practice : 2001:2004:2007:2010
- Investment Analysis for Appraisers:2004
- Valuation Analysis for Home Mortgage Insurance :2004
- Residential Appraiser (AB-2) 2001
- Residential Appraiser (AB2-B)2001
- Home Inspector : 2003 :2010
- Appraisal Board III: 2007
- Marshall & Swift trained Appraiser:2006
- Techniques of Income Property 2006

### **MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS**

- The foundation of Real Estate Appraisers
- The Realtor Association of Miami
- Residential Associate of the Appraisal Institute
- E & O Insurance up to \$1,000,000.00





## EXPLANATION OF TERMINOLOGY

AN APPRAISAL is an indication of Market Value resulting from an analysis and evaluation of all available data found to relate to the appraised property directly or indirectly, with attention directed to those influences found to affect the property's use or appeal to persons who might constitute the market for the appraised property.

REAL ESTATE is the land and that which is permanently attached thereto by man or nature and would, in a normal arm's length transaction, be exchanged with the land without specification or separate and individual evaluation.

BUNDLE OF RIGHTS IS THE LEGALLY ENFORCEABLE rights of Ownership in real estate.

A MARKET exists when a choice of properties are offered for sale which are able to satisfy the needs of a number of willing buyers who are free of pressure and financially able to pay as much for a property as the benefits resulting from its use would appear to justify.

MARKET VALUE is defined as the most probable price, in terms of money, which a property should bring in a competitive and open market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and each acting in what he considers his own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing of sales concessions granted by anyone associated with the sale.

ASSESSED VALUE is the amount assigned to taxable property by an assessor.

APPROACH TO VALUE is one method or technique of appraising.

VACANT LAND, RAW LAND OR BARE LAND is land without improvement by man or by nature (such as timber).

HIGHEST AND BEST USE is the use to which the appraiser's research indicated the property can legally be put in the reasonably near future, which will most likely produce the greatest return over a period of time. It is applied to vacant land as well as to fully improved real estate.

- A. Highest and Best Use of Vacant land results when it is improved in a manner which may reasonably be expected to produce the greatest net return to the land over a given period of time.
- B. Highest and Best Use of Improved property is that use made by existing physical improvements, altered or remodeled, as indicated, which will produce the greatest net return on the required investment over a given period of time.

MARKET INTEREST RATE is that rate of return on capital invested by prudent buyers in a given type of Real Property at a specified time and place.



CAPITAL RECAPTURE RATE is that rate which will return to the investor that portion of a real property's cost represented by its improvements during their anticipated future economic life.

CAPITALIZATION RATE is the sum of market Interest Rate and Capital Recapture Rate, which prudent investors are expecting, and receiving, from competitive properties.

SELL- OUT VALUE is the anticipated amount of the total of the selling prices of all individual units in a property. It is based on market-oriented surveys and feasibility studies including sales of comparable properties.

PROBABLE SELLING PRICE is that at which a property would most probably sell if exposed to the market for a reasonable time, under market conditions prevailing as of the date of the appraisal.

LEASE is a written document by which the rights of use and occupancy of land and/or structures are transferred by the owner another person of entity for a specified period of time in return for a specified rental.

**SUBJECT PHOTOS**





  
APPRAISAL ZONE



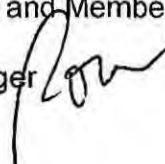
Street







**CITY OF MIAMI SPRINGS**  
City Manager  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5010  
Fax: (305) 805-5040

**TO:** Honorable Mayor Garcia and Members of the City Council  
**FROM:** Ron Gorland, City Manager   
**DATE:** November 7, 2013

**SUBJECT:** Consideration of request by Springs On The Green LLC, principals Mr./Ms. Manuel Perez-Vichot, to purchase a very small parcel of City property adjacent to 627 Eldron Drive in the amount of one hundred five thousand dollars (\$105,000).

**Recommendation:**

Consideration be given to proposed purchase by Springs On The Green, LLC (Attach. "A") in the amount of the appraised value of \$105,000 (Attach. "B").

**Discussion:**

Council needs to discuss and determine the following:

1. Is Council satisfied with the purchase price?
2. If not, does Council want an independent appraisal secured?
3. Upon agreement of a purchase price the buyer must submit an appropriate contract for purchase
4. Upon conditional agreement of contract for purchase, purchaser must submit and secure M-DC approval of referendum dates
5. Upon securing an approved date for a referendum from M-DC, City will prepare an appropriate resolution for Council consideration and submit contract for sale for conditional authorization for execution

The property in question is a very small parcel of property which is part of golf course and currently under lease by the owners of 627 Eldron Drive and is currently being used as a supplemental parking lot. The City is in favor of this transaction because it is virtually a useless piece part by the golf course that costs the City to maintain (same reason for the City currently leasing it to the adjacent property owners).

SPRINGS ON THE GREEN, LLC  
627 ELDRON DRIVE, SUITE #101  
MIAMI SPRINGS, FLORIDA 33166  
TEL. 305-871-1648  
FAX. 305-871-1734

November 6, 2013

**Attachment "A"**

City of Miami Springs  
Mr. Ron Gorland  
City Manager  
201 Westward Dr.  
Miami Springs, FL 33166

Dear Mr. Gorland,

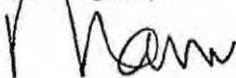
Pursuant to the City's instructions at the September 9, 2013 Council Meeting, we are pleased to present the requested appraisal for the subject property adjacent to 627 Eldron Dr.

Please consider this letter as our offer to purchase the subject property at the appraised value of ONE HUNDRED AND FIVE THOUSAND DOLLARS (\$ 105,000.00). We acknowledge that for this transaction to be finalized the resolutions stipulated in the minutes of the meeting of September 9<sup>th</sup> must be satisfied.

Since we have learned that possibly the second November Council Meeting may be canceled, we appreciate that this matter be discussed at next Tuesday's Council Meeting.

Please call me if you have any questions.

Best Regards,



Manny

Manuel Perez-Vichot  
Springs on the Green, LLC

**A RESTRICTED USE APPRAISAL REPORT  
OF**

VACANT COMMERCIAL LAND  
LOCATED AT  
650 CURTISS PARKWAY(SW PORTION OF TRACT "B")  
MIAMI SPRINGS, FL 33166

**Appraisal No. 10-13-444**

FOR

Springs of the Green, LLC  
c/o Mr. Manuel Perez-Vichot  
1056 Hunting Lodge Drive  
Miami Springs, FL 33166

BY

**APPRAISALFIRST  
REAL ESTATE APPRAISERS LLC**  
1444 Biscayne Boulevard, Suite 211  
Miami, Florida 33132



AppraisalFirst  
Real Estate Appraisers LLC

1444 Biscayne Boulevard, Suite 211  
Miami, Florida 33132  
Phone: 305-470-2100  
Fax: 305-381-8047  
E-mail: [jorge@appraisalfirst.net](mailto:jorge@appraisalfirst.net)

November 4, 2013

Springs of the Green, LLC  
c/o Mr. Manuel Perez-Vichot  
1056 Hunting Lodge Drive  
Miami Springs, FL 33166

Re: A 10,299.12 square foot parcel of vacant land located at 650 Curtiss Parkway(SW Portion of Tract "B"), Miami Springs, Florida 33166.

Dear Mr. Perez-Vichot :

As requested, we have prepared this restricted use appraisal report in order to estimate the market value of the above referenced property, in fee simple interest, as of the last date of inspection or October 23, 2013. This is a Restricted Use Appraisal Report which is intended to comply with reporting requirements set forth under Standards Rule 2-2© of the Uniform Standards of Professional Appraisal Practice for a Restricted Use Appraisal Report. As such, it presents no discussions of data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

Respectfully submitted,

Frank Hornstein, MAI  
State Certified General Real Estate  
Appraiser No. RZ 1376

Jorge E. Santin  
State Certified General Real Estate  
Appraiser No. RZ 3274



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## EXECUTIVE SUMMARY AND CONCLUSIONS

Property Type: Vacant Land  
Location: 650 Curtiss Parkway  
Miami Springs, Florida 33166  
Date of Value: October 23, 2013  
Date of Report: November 4, 2013  
Report Type: Restricted Use  
Property Rights Appraised: Fee Simple Interest

### Land Description:

Site Size: 10,299 square foot  
Zoning: Airport, Marine and Highway Business District  
(AMHBD) Sub-District-Airport Golf,  
Flood Zone: X (See Addenda)  
Folio Number: 05-3119-000-0050  
Census Tract: 47.02 (See Addenda)

### Valuation Parameters:

Highest and Best Use: The highest and best use of the subject property is to land bank the site until development in accordance with current zoning district is once again a financially feasible option for subject to be assembled with other lands for development.

Marketing/Exposure Time: Within 12 months

### **Market Value**

Cost Approach	Not Applicable
Sales Comparison Approach	\$105,000
Income Capitalization Approach	Not Applicable
<b>Final Market Value</b>	<b>\$105,000</b>

### **PURPOSE OF THE APPRAISAL**

The purpose of the report was to determine the market value of the subject property, in fee simple interest, as of the last date of inspection or October 23, 2013.

### **INTENDED USE OF THE APPRAISAL**

The appraisal report is for the sole use of Springs of the Green, LLC, the client and intended user, for asset valuation purposes. "Readdressing an appraisal report to another party that was completed and delivered to a client is prohibited by USPAP. Once the assignment is completed, it is misleading to try to add a new party as client or intended user who was not the original client or identified intended user." Any requests for updating or re-certification would constitute a new assignment and a potential additional fee.

### **INTENDED USER OF APPRAISAL**

The intended user of this report is Springs of the Green, LLC.

### **LOCATION OF SUBJECT PROPERTY**

The subject property is located in the southwest corner portion of tract "B" of the "Miami Springs Country Club Golf Course", just east of Eldron Drive lying within the City of Miami Springs, Florida.

The property address is as follows:

650 Curtiss Parkway (SW portion of Tract "B" that abuts the adjacent property on 627 Eldron Drive)  
Miami Springs, Florida 33166

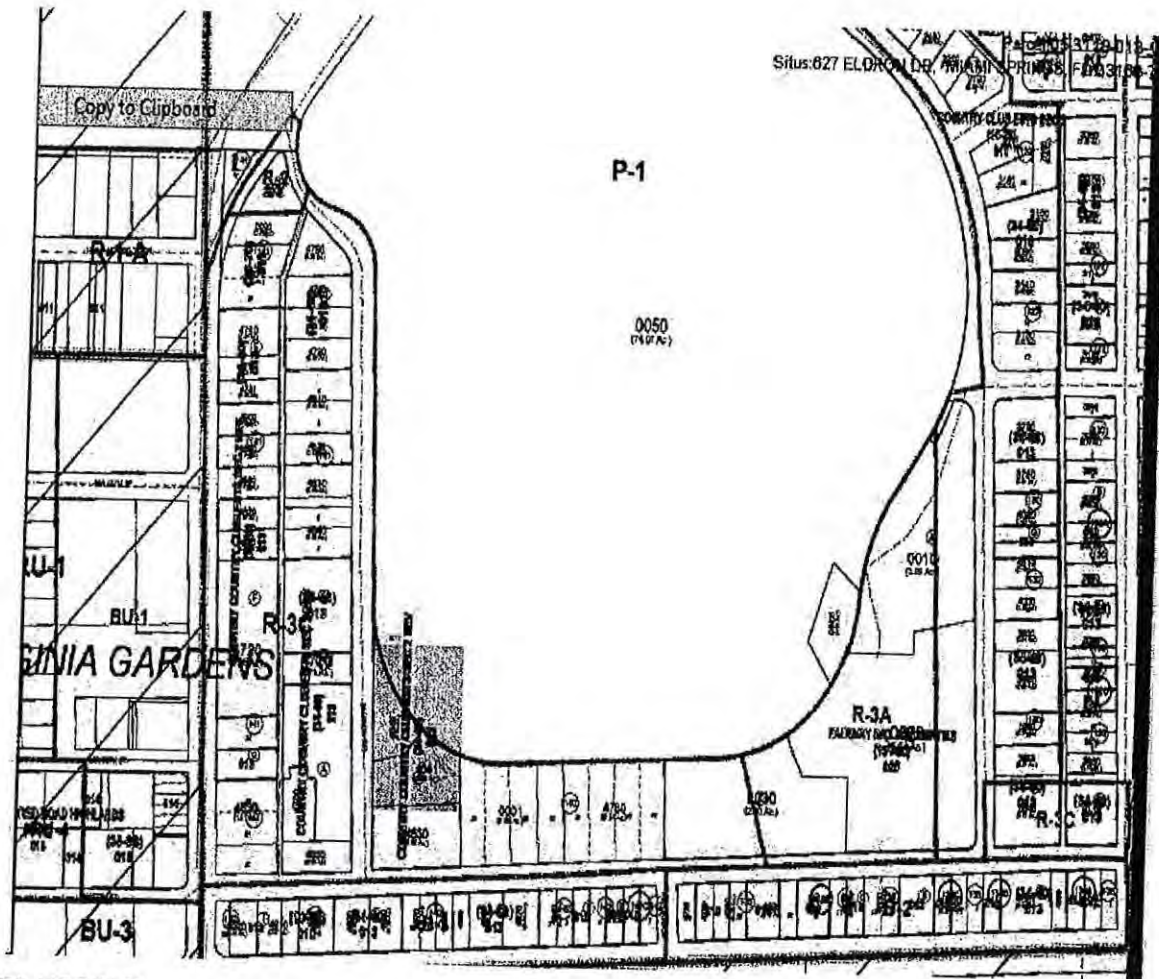
Source: [www.miamidade.gov](http://www.miamidade.gov)

### **LEGAL DESCRIPTION**

A Portion of Tract B, Block 140 of "REVISED PLAT OF SEC 2, COUNTRY CLUB ESTATES", according to the Plat thereof as recorded in Plat Book 34, Page 40, of the public records of Miami Dade County, Florida: Commence at the Southwest corner of said tract "B", thence North along the west line of said tract "B" A distance of 256.10 feet; Thence N 77.08'52"E A distance of 95.00 Feet; Thence 40.01'26"E, A distance of 79.77 Feet to a point on curve concave to the Northeasterly having radii of 400.78 Feet; Thence Northwesterly along said curve a distance of 266.92 Feet, and through a central angle of 38.09'38", To the intersection of the west of said tract "B"; Thence S89.05' 1 4"E for a distance of 66.63 Feet to a point; Thence S 00.49'51"W for a distance of 75.44 Feet to a point; Thence S33.0636"E for a distance of 155.10 feet to a point; thence S39.5 1' 39"W for a distance of 23.5 1 Feet to the point of the beginning and contains 10299.12 Square feet or 0.23644 acres

Source: [www.miamidade.gov](http://www.miamidade.gov) & Special Warranty Deed (17843/4410)

The subject's plat map is shown on the following page.



**PLAT MAP**

**OWNER OF RECORD**

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

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

Source: [www.miamidade.gov](http://www.miamidade.gov)



## SUBJECT'S SALES HISTORY

The subject property was acquired by the city of Miami Springs from the city of Miami on October 23, 1997.

## PROPERTY RIGHTS APPRAISED

The client has requested that the property rights appraised be the fee simple estate. Fee Simple Estate is defined as follows: (The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute 2010):

**Fee Simple Estate:** Absolute ownership subject only to limitations imposed by the State; also called a freehold.

The subject is encumbered by a license agreement with the adjacent property owner to utilize land as part of property's parking area. The license agreement has slightly less than two and half years remaining, but the agreement could be canceled with a two month notice to property owners. Therefore, the subject property is being appraised as a fee simple estate.

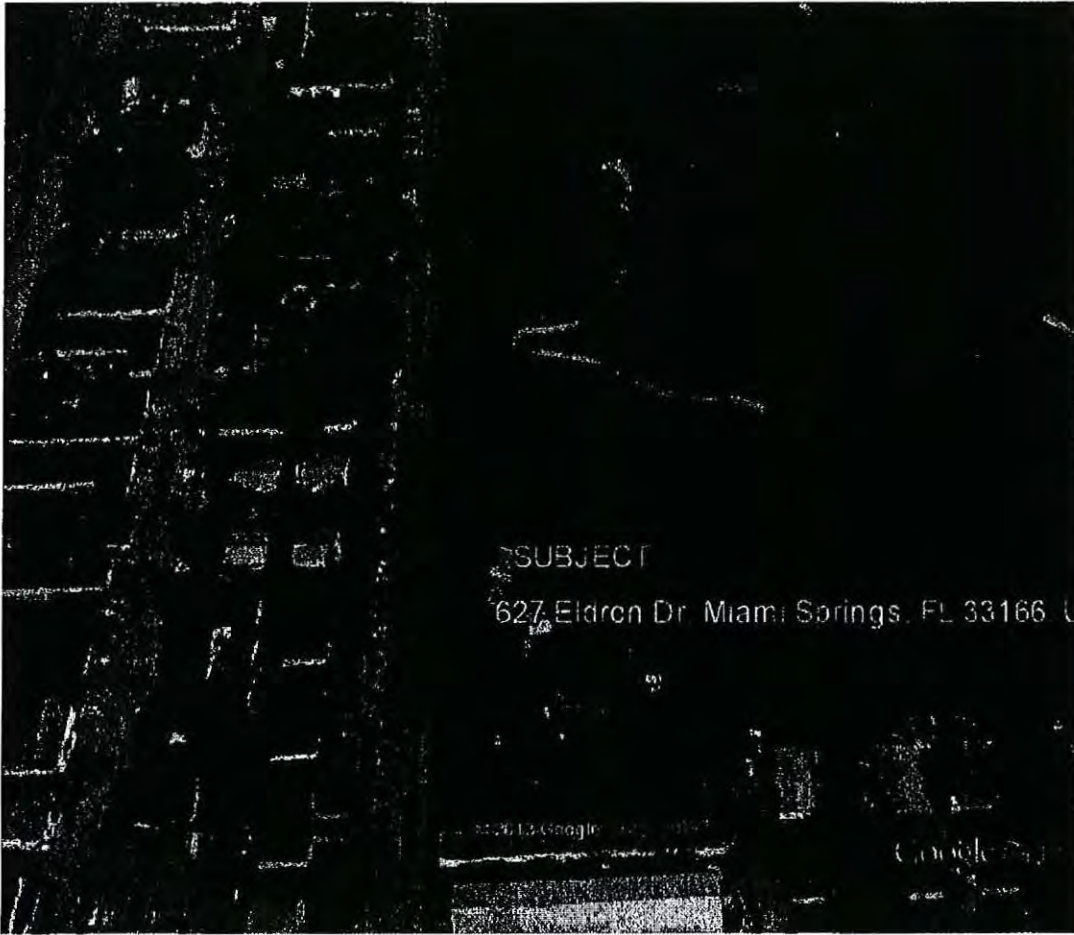
## DEFINITION OF MARKET VALUE

According to the agencies that regulate federal financial institutions in the United States of America (FIRREA), *Market Value* is defined as "the most probable selling price in terms of money which a property should bring in a competitive and open market under all conditions requisite to be fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus".

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what he considers his own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special financing or creative financing or sales concessions granted by anyone associated with the sale.

Source: Department of the Treasury, Office of Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision and National Credit Union Administration under 12CFR Part 34, Real Estate Appraisals and Title XI of the Financial Institutions, Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010.



**AERIAL PHOTOGRAPH**

**SITE DESCRIPTION**

Site Size:	10,299 square foot or .23644 acres (Public Records)
Shape:	Irregular (See Plat Map)
Soil & Environmental Conditions:	No adverse conditions are presume to be on the subject's land. See assumptions and limiting conditions.
Utilities:	FPL
Police & Fire Rescue:	City of Miami Springs
Access:	Municipal Golf Course
Concurrency:	The subject property is in the "Miami Springs Country Club Golf Course". Thus concurrency is not an issue.
Easements Or License Agreement	The subject property is currently utilized by adjacent subject owner as part of existing parking area via a license agreement issued by city of Miami Springs for use on March 26, 2012. The term of the lease continues until March 31, 2016
Flood Zone:	X, Community 0653, Map Number 12086C0291L, Effective Date September 11, 2009. (See Addenda for designation).

**ASSESSED VALUE AND TAX BILL INFORMATION**

The following information was obtained via the Miami Dade County Property Appraiser's Website ([www.miamidade.gov](http://www.miamidade.gov)).

<b>SUBJECT ASSESSMENT AND TAX INFORMATION</b>		
<b>Year</b>	<b>2013</b>	<b>2012</b>
<b>Folio Number</b>	05-3119-000-0050	05-3119-000-0050
<b>Building Assessment</b>	\$888,579	\$864,537
<b>Building Size (SF)</b>	27,319	27,319
<b>Building Assessment/SF</b>	\$32.53	\$31.65
<b>Land Assessment</b>	\$1,276,086	\$1,276,086
<b>Land Size (SF)</b>	7,940,552	7,940,552
<b>Land Assessment/SF</b>	\$0.16	\$0.16
<b>Total Assessment</b>	\$2,164,665	\$2,140,623
<b>Tax Assessment Value Per SF of Land</b>	\$0.27	\$0.27
<b>Millage Rate</b>	\$24.5778/\$1,000	\$24.5778/\$1,000
<b>Taxes</b>	\$0.00	\$0.00
<b>Taxes/SF (Bld)</b>	\$0.00	\$0.00

The subject is a portion of the a municipal golf course and is exempt from municipal and state taxes.



## **SCOPE OF WORK**

The scope of work includes providing the client with an estimate of the market value of the subject property. The identified intended user is Springs on the Green, LLC., is restricted to the use stated herein. This report was prepared in accordance with Standard 2-2 (c) of USPAP as it pertains to a Restricted Use Appraisal Report. The results of this report are subject to the attached assumptions and limiting conditions. This report is not subject to any hypothetical condition or extraordinary assumptions.

The property rights appraised will be the fee simple interest. The conclusion of market value is premised upon the definition stated herein. The appraisers completed an inspection of the subject property on October 23, 2013.

The subject property represents vacant land. As such, only the Sales Comparison Approach, the most appropriate method of valuation for vacant land properties, will be performed.

The comparable sales were extracted from local market sources and participants. The sales were provided via Co-Star Comps, Loopnet and MLS. The market data was extracted from discussions with market participants including but not limited to property owners, brokers, recent investor surveys, and property managers.

## NEIGHBORHOOD DESCRIPTION

According to The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute 2010, a neighborhood is defined as: "a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises."

The subject property is located in an area north of the Miami International Airport within the incorporated city of Miami Springs on the southwest portion of tract "B" on the municipal golf course. The areas to the immediate north of the airport encompasses both the village of Virginia Gardens, a .6 square mile predominantly residential area and the city of Miami Springs, a 4.25 square mile predominantly residential area. The neighborhood boundaries are as follows:

North	Okeechobee Road (US-27)
South	NW 36 Street (Miami International Airport)
East	NW 42 Avenue (Le Jeune Road)
West	FEC Railway Track (approximately NW 69 Avenue)

**Boundaries/Access:** The above boundaries encompass the entire City of Miami Springs and Village of Virginia Gardens. The City of Miami Springs is primarily made up of single-family homes. Miami Springs is a small triangular community bounded on two sides by canals and to the south by NW 36 Street.

The Village of Virginia Gardens is a small city sandwiched between Miami Springs to the immediate north and east, City of Doral to the west and the Miami International Airport to the south. The city is bounded by Curtiss Parkway (NW 57 Avenue) to the east, NW 67 Avenue to the west, Hunting Lodge Drive to the north and NW 36 Street to the south.

The major roadways in the neighborhood include Okeechobee Road, Le Jeune Road (NW 42 Avenue) and NW 36 Street. These roadways are lined with various commercial uses.

NW 36 Street is the main thoroughfare through the southern boundary of Virginia Gardens and Miami Springs. This six lane roadway links the Palmetto Expressway (SR 826) at about NW 77 Avenue to SR-112 at about NW 42 Avenue. SR-112 provides access to the I-95 in the eastern portion of the county about 5 miles east of the neighborhood.

Okeechobee Road (US-27) is located along the northern side of the neighborhood. This roadway acts as a east/west transportation artery that links the Palmetto Expressway and NW 42 Avenue. This six lane roadway continues westward and ultimately provides access throughout the center of the state.

Le Juene Road (NW 42 Avenue) is a six lane road way that extends north to Opa Locka and and southward to South Dixie Highway (US-1) in Coral Gables. The roadway links Miami International Airport to various municipalities in the county including Hialeah to the north and Coral Gables to the south.

**NEIGHBORHOOD DESCRIPTION** (Continued)

**Boundaries/Access:** (Continued)

The following are the distance and directions to nearby transportation and employment centers.

Downtown Miami:	6 miles east
Miami International Airport:	1 mile south
Port of Miami:	7 miles east
Ft. Lauderdale:	19 miles northeast

**Neighborhood Demographics and Statistics:** The immediate area of the subject neighborhood's demographic data, per the FFIEC Census Report is as follows.

Year	2012
MSA	5000
Census Tract	47.03
State	12 (FL)
County	086 (Miami-Dade)
Population	4,855
Income Level	Upper
Median Family Income	\$64,761
Total Housing Units	1,897
1 to 4 Family Units	1,046
Owner Occupied Units	694
Renter Occupied Units	1,014
Median Age of Housing Stock (Years)	53







**NEIGHBORHOOD DESCRIPTION (Continued)**

**Land Uses:**

The neighborhood land uses generally service the MIA. The land uses include: a mix of aviation related office and service uses; industrial cargo and/or shipping facilities; offices; retail; and hotels. The following is a brief discussion of each of the neighborhood uses.

**Office Market**

The office uses in the MIA neighborhood are classified by CBRE as Airport West. The local office market has strengthened over the past year with slightly lower vacancy rates and positive absorption. Little new construction has occurred, but 80,000 square feet in Doral Park is underway. The following table illustrates the office market statistics for the neighborhood.

OFFICE MARKET OVERVIEW						
Market	Building SF	Availability Rate%	Vacancy Rate	Annual Net Absorption	Under Constr	Avg Asking Lease Rate IG
Airport West	9,869,759	17.4%	18.6%	86,945	80,000	\$25.31

Source: CB Richard Ellis Miami Office Marketview, 2<sup>nd</sup> Quarter 2013.

The highest concentration of office space is located in the Waterford Office Park in the Blue Lagoon Center immediately south of the airport and SR 836. This 250 acre park includes corporate office buildings and hotels surrounding a lake. The park contains about 2 million square feet of class A office space. The park is home to FedEx, Avaya, Caterpillar, Hewlett-Packard; Procter & Gamble, etc.

**Industrial Market**

MIA is located within one of the premier industrial sub-markets in the County and South Florida region. The Airport/Doral location has exhibited declining vacancy rates and increasing rental rates over the past year. This market sector has appeared to fully recover from the recessionary conditions that plagued the economy in 2009/2010. The following table illustrates the industrial market statistics.

INDUSTRIAL MARKET OVERVIEW						
Market	Building SF	Availability Rate%	Vacancy Rate	Annual Net Absorption	Under Constr	Avg Asking Lease Rate IG
Airport/ Doral	55,338,616	7.0%	11.0%	128,845	225,364	\$9.45

Source: CB Richard Ellis Miami Industrial Market Overview, 1<sup>st</sup> Quarter 2013.

**NEIGHBORHOOD DESCRIPTION** (Continued)

**Land Uses:** (Continued)

**Hotel Market:**

After several years of stagnation the Airport Hotel market has once again entered into a new phase of expansion. Increasing demand coupled with the loss of rooms, due to airport construction projects, such as the Intermodal facility, have made it viable to construct new hotels. Currently the Airport Hotel market consists of 43 hotels with 7,555 rooms. The sub-market indicated the following hotel market statistics over the past few years.

Miami-Dade County Hotel Market Statistics		
		<u>Airport/Civic Center</u>
Occupancy Rate	2012	84.10%
	2011	82.10%
	2010	78.60%
	2009	69.80%
	2008	78.10%
	2007	79.80%
	2006	76.80%
Average Daily Rate	2012	\$99.37
	2011	\$98.67
	2010	\$94.44
	2009	\$95.36
	2008	\$113.75
	2007	\$115.25
	2006	\$98.95
RevPAR	2012	\$83.57
	2011	\$81.01
	2010	\$74.22
	2009	\$66.56
	2008	\$88.84
	2007	\$91.97
	2006	\$75.99

Source: Smith Travel Research.

The occupancy rate, ADR and RevPAR for this sub-market as of May 2013 was 1.4%, 7.8% and 9.2% ahead of 2012 respectively. The year to date occupancy rate and ADR were 88.1% and \$119.93 respectively.

**NEIGHBORHOOD DESCRIPTION** (Continued)

**Land Uses:** (Continued)

Hotel Market: (Continued)

The new supply within in this sub-market is listed as follows:

Hotel	Location	No. Room	Planned Completion
Cambria Suites	6700 NW 7th Street	122	10/2013
EB Hotel Miami	4299 NW 36th Street	133	06/2013
Holiday Inn Express	2601 Le Jeune Road	102	2014
Hyatt Place MIA	3549 Le Jeune Road	<u>135</u>	10/2014
Total		492	

The MIA hotel market is poised to show significant gains in room demand and RevPAR over the next year. The new hotels set to enter the market include a mix of midscale and lower scale economy hotels. A complete Hotel Market Analysis is located later in this appraisal report.

**Conclusion**

The immediate neighborhood south of subject site has experienced a large amount of growth in the hotel, office and industrial sectors over the past decade. The demand for for this market can be attributed to the close proximity of the Miami International Airport and excellent network of expressways. Future growth is constrained due to a lack of available land. The neighborhood is currently 97% developed.

Overall, the various land uses in the neighborhood remain strong with signs of stabilization occurring in both the industrial and hotel markets. The office market will continue to lag behind until excess available supply is absorbed.

The subject property is surrounded by hotels, motels, multifamily and commercial uses. Other than static economic conditions, there are no other neighborhood factors that would negatively affect the marketability of the subject property, as a potential assemblage for redevelopment other than subject's lack of utility.

## ZONING

The subject property is located in the Airport, Marine and Highway Business District (AMHBD), by the City of Miami Springs, Florida. The intent of this district is to promote large-scale commercial uses. The district is divided into three smaller districts due to the diverse nature and location of each sub-district. The sub-district include: Airport Golf; NW 36<sup>th</sup> Street; and Abraham Tract Districts.

The subject property is located in the Airport Golf sub-district. The area comprising this district is located north of NW 36th Street on Eldron Drive on the City of Miami Springs golf course. This district is intended to encourage large-scale development of a wide range of compatible and complimentary uses, along with appropriately approved industrial and adult uses, such as, to-wit:

- 1) Office and commercial businesses,
- 2) Restaurants,
- 3) Hotels,
- 4) Retail service operations,
- 5) Residential development in accordance with the City Charter,
- 6) Mixed-use projects,
- 7) Adult-related business activity or use,
- 8) Industrial enterprises which are in conformity with the restrictions and limitations for such businesses to be provided in the District Boundary Regulations,
- 9) Other enterprises not inconsistent with the intent of this district that may be provided in The effectuating District Boundary Regulations.

Developments within this district shall be permitted to utilize a Floor Area Ratio (FAR.) of a maximum of 1.0. However, the determination of the approved and authorized FAR for any proposed project shall remain with the City Council and be directly dependent upon the meeting of certain criteria or incentive provisions to be set forth in the District Boundary Regulations approved and established for this district.

The minimum setback for all yards shall be not less than 20 feet specifically for the property on Eldron Drive adjacent to subject. Hotels and motels could be built, but subject's size and irregular shape is not conducive to development without assemblage or other lands being replatted with site. Parking would also limit development on irregular site. One space for each room or suite up to 20, and one space for every two rooms or suites in excess of 20, would need to be provided for parking therefore, further limiting site limitations for redevelopment by itself.

### Summary

The subject property is currently utilized by adjacent subject owner as part of existing parking area via a license agreement issued by city of Miami Springs for use. This agreement runs up to March 2016. The subject site utilized for parking area is a legally permissible use under the current zoning code.



## **HIGHEST AND BEST USE**

New development is considered to be financially feasible, but only on larger sites. Thus the highest and best use for the subject property is to land bank the site, until new development is once again a financially feasible option for subject to be assembled or replatted for hotel development.

## **SALES COMPARISON APPROACH TO VALUE**

The Sales Comparison Approach is a comparative approach to value that considers the sales of similar or substitute properties and related market data and establishes a value estimate by processes involving comparison. In general, a property being valued (a subject property) is compared with sales of similar properties that have been transacted in the open market. Listings and offerings may also be considered. A general way of estimating a value indication for personal property or an ownership interest in personal property, using one or more methods that compare the subject to similar properties or to ownership interests in similar properties. This approach to the valuation of personal property is dependent upon the Valuers market knowledge and experience as well as recorded data on comparable items.

Source: The Dictionary of Real Estate Appraisal, 5th Edition (Chicago: Appraisal Institute), 2010.

The subject of this appraisal represents an irregular shaped site containing 10,299 square foot or .23644 acres of vacant land located in the southwest portion of Tract "B" of the "Miami Springs Country Club Golf Course" lying within the City of Miami Springs, Florida. The site is zoned Airport, Marine and Highway Business District (AMHBD Airport Golf District, and can be developed with a hotel development at a maximum floor area ratio of 1.0.

A search of the subject's neighborhood revealed few land sales and listings over the past year. Land sale activity has been limited because of a declining supply of available land and difficulty in obtaining adequate financing for purchase or new development. Three land sales were found in the immediate market. The land sales provide a range of land values within which the subject value is determined. The comparable land sales are outlined on the following table. A location map will follow this section.

**LAND SALES CHART**

Sale #	1	2	3	Subject
Address	3549 Le Jeune Road	6301 NW 36th Street	627 Eldron Drive	650 Curtiss Parkway(SW Portion of Tract B)
City, State	Miami Springs, Fl.	Virginia Gardens, Fl.	Miami Springs, Fl.	Miami Springs, Fl.
Date of Sale	08/2012	01/2012	02/2012	N/A
Sale Price	\$2,000,000	\$1,300,000	\$305,000	N/A
OR Book/Page	28254/2056	28020/3459	28574/0704	N/A
Folio #	05-3129-021-0010	26-3025-001-0244	05-3119-013-4640	05-3129-021-0010
Grantor	Le Jeune Airport Holdings LLC	Churchloans Com LLC	627 Eldron Drive Inc	City of Miami Springs
Grantee	MIA Le Jeune LLC	Space Coast Credit Union	Springs of the Green, LLC	N/A
Terms	Cash	Cash	Financing	N/A
Size/SF	48,787	65,186	21,344	10,299
Zoning	Abraham Tract	Restricted Commercial	Airport Golf	Airport Golf
\$/Per SF Land	\$40.99	\$19.94	\$14.29	N/A
Listing Price	N/A	\$1,600,000	\$599,000	N/A
Discount From Asking Price	N/A	19%	49%	N/A
Days on the Market	N/A	> 12 months	18 months	N/A





### LAND VALUATION (Continued)

Land Sale 1 is a hotel development site in the city of Miami Springs. The site is located in the same zoning as subject, but in the higher density sub district of the Abraham Tract.

Land Sale 2 was the purchase of commercial site along NW 36 street. This property was recently developed for a bank branch. The location is more visible and fronts a high traffic street, but subject's golf view could be as desirable location to potential developer. Land Sale 3 zoning also restricts multifamily and residential as does subject's zoning.

Land Sale 3 is the adjacent property. It's only land sale within the close boundaries and zoning to subject that was purchased in February 2012.

### Analysis

The sales indicated a range in unadjusted selling prices from \$14.29 to \$40.99 per square foot. The sales will be adjusted for various attributes based on a quantitative or percentage basis, as it pertains to the whole dollar amounts. The adjustment factors will include transactional attributes such as adjustments to sale price, property rights transferred, conditions of sale, financing and market conditions. These adjustments are not cumulative. The remaining physical and location aspects are cumulative and include zoning, site size and location.

### Adjustment to Selling Price (i.e. Improvements & Approvals)

The sales included cash transactions solely based on land value. Each of the sales, like the subject property, was in a ready to build condition.



## LAND VALUATION (Continued)

### Analysis (Continued)

#### Conditions of Sale

The sales were all arm's length transactions and did not include any atypical considerations such as a 1031 Tax Exchange. Land Sale 2 indicated a discount of 19% when compared to the actual selling prices. Land Sale 3 included a larger discount, but it was a sale by an estate that was originally listed much higher than market price in order to satisfy all family members of estate and the differences in opinion. Thus an adjustment for this factor will not be applied to the listings.

#### Financing

The sales indicated either cash or cash equivalent terms. An adjustment for this factor will not be applied.

#### Market Conditions (Time)

The Land Sales closed from January 2012 through August 2012. All sales are considered to be recent and reflective of current market conditions.

#### Zoning

The sales, and the subject property include various zoning codes. Sale one has the higher density than sales 2 & 3 and the most liberal uses of the three. When sale one is compared to sales 2 & 3 it appears that a 50% adjustment for this factor is warranted and will be applied. The subject allowable uses and development standards were most similar to sales 2 & 3.

#### Site Size/Utility

The subject property contains a total of 10,299 square feet. Subject irregular lot is not conducive for development due to the site's lack of utility. Access and irregular shape makes site not conducive for development. The sales ranged in size from 21,344 to 65,186 square feet. All sales have utility and could be developed on their own. A comparison of the sales indicated a difference in pricing for utility. A twenty five reduction will be applied to sales .

#### Location

The subject property abuts along the adjacent property on Eldron Drive and is directly on Municipal Golf Course of the city of Miami Springs. Land Sale 1 is property purchased for hotel development with visible and central location as well as Land sale 2. Land sale 3 is adjacent to subject. When compared to the remaining sales it does appear that the subject is similar in location.

**LAND VALUATION (Continued)**

**Analysis (Continued)**

The following table illustrate the adjustments applied to the comparable sales.

Sale	1	2	3
Sale Price	\$2,000,000	\$1,300,000	\$305,000
Site Improvements	\$0	\$0	\$0
Property Rights	\$0	\$0	\$0
Conditions of Sale	\$0	\$0	\$0
Adj. Price	\$2,000,000	\$1,300,000	\$305,000
Financing	\$0	\$0	\$0
Market Conditions	\$0	\$0	\$0
Adj. Price	\$2,000,000	\$1,300,000	\$305,000
Zoning	(\$1,000,000)	\$0	\$0
Site Size	(\$500,000)	(\$325,000)	(\$76,250)
Location	\$0	\$0	\$0
Cumulative Adj.	(\$1,500,000)	(\$325,000)	(\$76,250)
Adj. Price	\$500,000	\$975,000	\$228,750
Land Size SF	48,787	65,186	21,344
Adj. \$ Per SF Land	\$10.25	\$14.96	\$10.71

The sales indicated an adjusted range in prices from \$10.25 to \$14.96 per square foot. Sale 1 is located in the city of Miami Springs , but in a higher density zoned district and Sale 2 is supportive with restrictions in zoning for residential use just as subject. Sale 3 includes same zoning and is the adjacent property to subject Therefore, considering the location of the subject property and it's zoning use the greatest emphasis is placed on Land Sale 3 with consideration and support from the remaining sales. Subject is limited to development because of size and shape. Therefore, no other sales have similar physical limitations for development as subject and most emphasis should be put on the lower end of the range for this factor. The market value of the subject site is estimated as follows:

<b>Site Size (SF)</b>	<b>x</b>	<b>Value Per SF</b>	<b>=</b>	<b>Concluded Market Value</b>
10,299		\$10.25		\$105,565
		Round To:		\$105,000

**RECONCILIATION AND FINAL MARKET VALUE CONCLUSION**

The market value indications as derived from the various approaches to value are as follows:

MARKET VALUE	
Cost Approach	Not Applicable
Sales Comparison Approach	\$105,000
Income Capitalization Approach	Not Applicable

The Cost Approach and the Income Capitalization Approach are not applicable and/or relevant to the valuation of the subject property type. Therefore, the Cost Approach and the Income Capitalization Approach were not performed as part of this appraisal.

The Sales Comparison Approach represents the alternate investment choice of purchasing improvements that offer similar utility value as the subject. In this appraisal, the price per square foot, price per acre, and price per unit were used. The Sales Comparison Approach is considered a reliable value indicator when sufficient market information is available. A total of three recent sales were used. The sales were considered to be among the most similar and best available sales of similar type properties in the city of Miami Springs or neighboring village of Virginia Gardens. Therefore, the Sales Comparison Approach has been solely relied upon in the estimate of market value for the subject.

By virtue of our investigation and analyses, it is the opinion of the appraisers, that the market value, of the subject property, as a fee simple estate, as of October 23, 2013, is:

**ONE HUNDRED FIVE THOUSAND DOLLARS  
(\$105,000)**

## **PERSONAL PROPERTY**

The market value conclusions include no personal property.

## **MARKETING/EXPOSURE TIME**

Exposure time is defined as:

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 5th edition (Chicago: Appraisal Institute), 2010.

Marketing Time is defined as:

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 5th edition (Chicago: Appraisal Institute), 2010.

Based on the comparable sales and as per our conversation with local market participants, a marketing time of 12 months is considered to be reasonable for the subject property considering its limitations for development.



## CERTIFICATION

We certify that, to the best of our knowledge and belief:

- \* The statements of fact contained in this report are true and correct.
- \* The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analysis, opinions, and conclusions.
- \* We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- \* We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- \* Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- \* We have not appraised nor provided any professional services as it relates to the subject property over the past three years.
- \* Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- \* The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- \* The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Practice.
- \* The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- \* We made a personal inspection of the interior and exterior of the property that is the subject of this report.
- \* No one provided significant professional assistance to the persons signing this report.

CERTIFICATION (Continued)

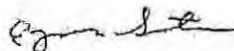
- \* We currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions.
- \* As of the date of this appraisal, Frank Hornstein, MAI has completed the continuing education program of the Appraisal Institute.

Respectfully submitted,



Frank Hornstein, MAI  
State- Certified General Real Estate  
Appraiser No. RZ 1376

November 4, 2013  
Date of Report



Jorge E. Santin  
State- Certified General Real Estate  
Appraiser No. RZ 3274

November 4, 2013  
Date of Report

## ASSUMPTIONS AND LIMITING CONDITIONS

The value conclusion and certification within this report are made expressly subject to the following assumptions and limiting conditions as well as any further reservations or conditions stated within the text of the report.

- 1) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable.
- 2) All existing liens and encumbrances, (except the existing leases if any) have been disregarded, and the property is appraised as though free and clear.
- 3) Responsible ownership and competent property management are assumed.
- 4) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 5) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 6) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 7) It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance, is stated, defined, and considered in the appraisal report.
- 8) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, except where non- conformity has been stated, defined, and considered in the appraisal report.
- 9) It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

**ASSUMPTIONS AND LIMITING CONDITIONS** (Continued)

- 10) It is assumed that the utilization of the land and improvements is within the boundaries of property lines or the property described and that there is no encroachment or trespass unless noted in this report.
- 11) Subsurface rights were not considered in making this appraisal.
- 12) The distribution, if any, of the total valuation of this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 13) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
- 14) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
- 15) Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or any reference to the MAI or SRA designations) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- 16) The existence of potentially hazardous material used in the construction or maintenance of the building and/or the existence of toxic waste which may or may not be present on or under the site was not observed during our inspection. However, we are not qualified to detect such substances. These substances, if they exist, could have a negative effect on the estimated value of the property. The user of this report is urged to retain an expert in this field if desired.



**ASSUMPTIONS AND LIMITING CONDITIONS** (Continued)

- 17) Unless specifically stated to the contrary in the report, no independent evaluation of concurrency matters were made for the subject or any sales comparables. In the event concurrency is found to affect subject property or any of the sales comparables, we reserve the right to reconsider the value conclusion.
  
- 18) This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
  
- 19) The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, he did not consider possible noncompliance with the requirements of the ADA in estimating the value of the property.

**ADDENDA**



SUBJECT SITE

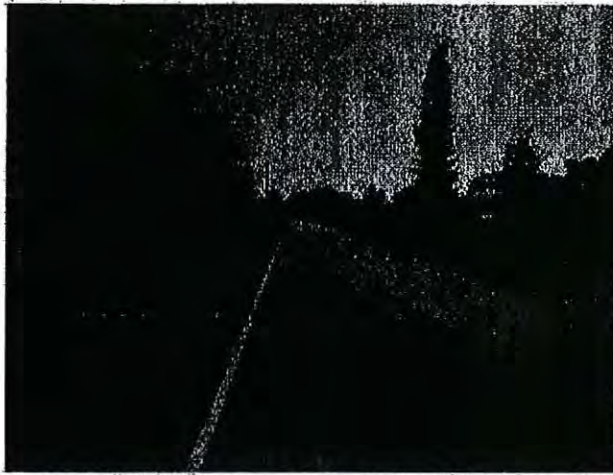


NORTHWESTERLY VIEW OF SITE



SUBJECT-SITE-SOUTHEASTERLY VIEW

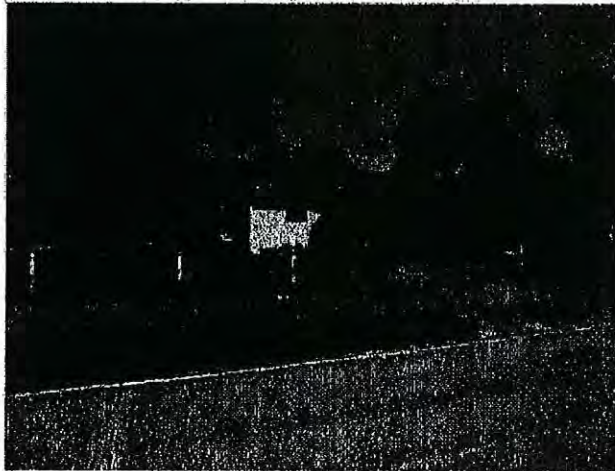




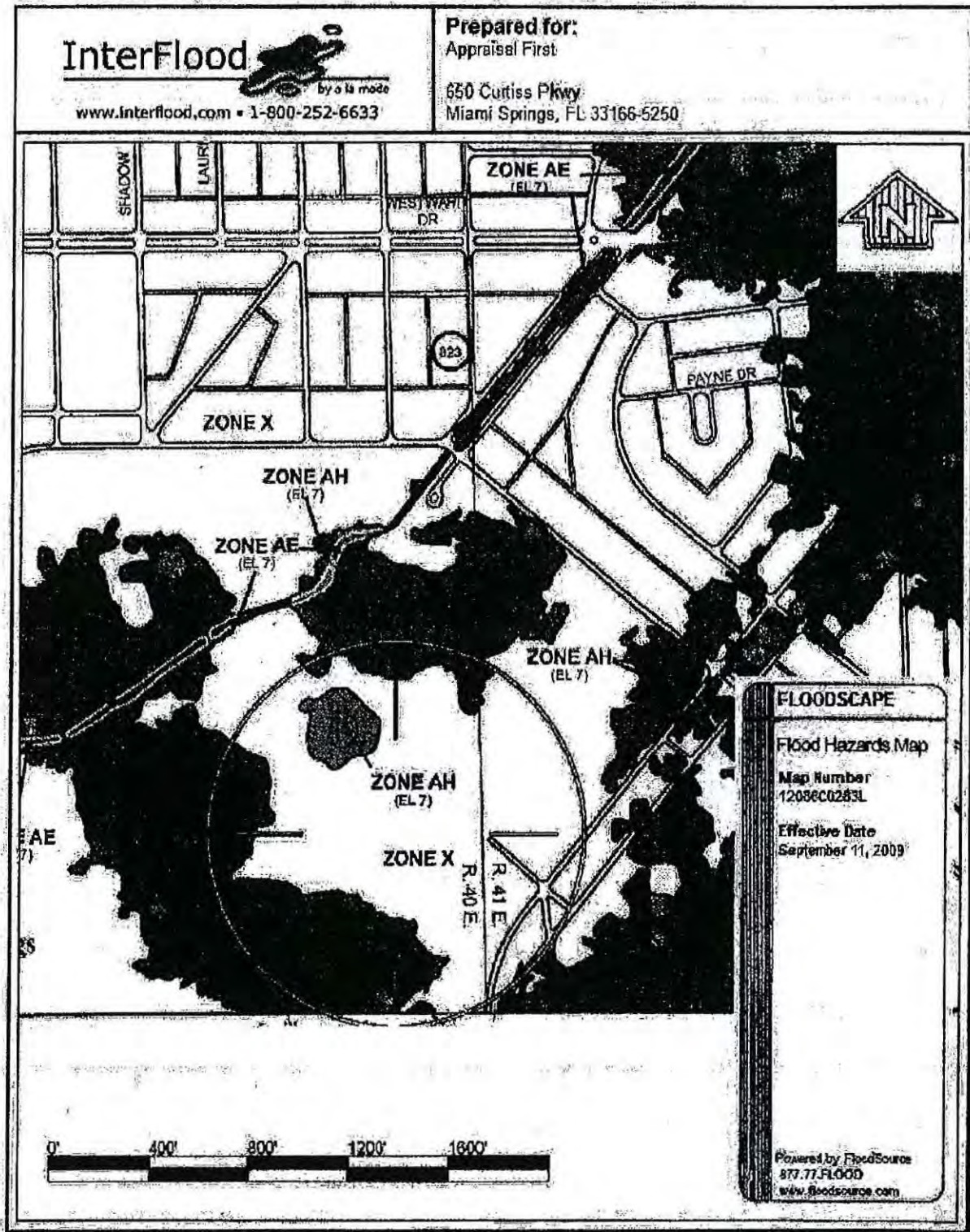
ELDRON DRIVE-SOUTHERLY STREET VIEW



ELDRON DRIVE-NORTHERLY STREET VIEW



627 ELDRON DRIVE PROPERTY





# InterFlood

Instant flood maps and data

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## Flood data

**USPS Address:** 650 Curtiss Pkwy  
Miami Springs FL 33166-5250

**Community Name:** MIAMI SPRINGS,CTY/MIAMI-DADE  
C

**Community #:** 0653

**County:** Miami-Dade

**Census Tract:** 12086-0047.02

**Flood Zone:** X

## Flood map color options

InterFlood has access to over 111,000 current FEMA flood maps. And with most (not all), you can customize their color, which makes them more appealing and highlights their zones.

**Current Color:**




[CHANGE COLOR](#)

To customize colors, make sure you're using Chrome or Internet Explorer rather than Firefox or Safari.

### Here's your flood map(s)

Since it's possible for a property to be located on more than one flood map ([tell me why](#)), you may see more than one link below. In most cases, the first link will be the best map. When you click a link, the corresponding flood map will be displayed.

-  [Flood Map #1 for 650 Curtiss Pkwy](#)  
Map Panel: 12086C0283L - Map Date: 09/11/2009



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**My Home**  
Miami-Dade County, Florida

**miamidade.gov**



Property Information Map



Aerial Photography - 2012

0 — 135 ft

This map was created on 10/20/2013 8:28:18 PM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.

**Close**

**Summary Details:**

Folio No.:	05-3119-000-0050
Property:	850 CURTISS PKWY
Mailing Address:	CITY OF MIAMI SPRINGS 201 WESTWARD DR MIAMI SPRINGS FL 33166-6269

**Property Information:**

Primary Zone:	8000 COMMUNITY FACILITIES
CLUG:	0040 MUNICIPAL
Beds/Baths:	0/10
Floors:	1
Living Units:	0
Adj Sq Footage:	27,319
Lot Size:	182.29 ACRES
Year Built:	1955
Legal Description:	19.6341 & 24.6340 182.298 AC A/K/A MIAMI HIALEAH GOLF COURSE LESS A PORT PER LEASE AGREEMENT BETWEEN CITY OF MIAMI & SPRINGS VILLAS N/A/U 05-3119-000-0055 OR 17843-4410-1097 3(2)

**Assessment Information:**

Year:	2013	2012
Land Value:	\$1,276,086	\$1,276,086
Building Value:	\$888,679	\$964,637
Market Value:	\$2,164,665	\$2,240,623
Assessed Value:	\$2,164,665	\$2,240,623

**Taxable Value Information:**

Year:	2013	2012
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$2,164,665/ \$0	\$2,240,623/ \$0
County:	\$2,164,665/ \$0	\$2,240,623/ \$0
City:	\$2,164,665/ \$0	\$2,240,623/ \$0
School Board:	\$2,164,665/ \$0	\$2,240,623/ \$0





[Tax Collector Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

**2012 Roll Details — Real Estate Account At 650 CURTISS PKWY**

Real Estate Account #05-3119-000-0050  Parcel details  Latest bill  Full bill history

2012	2011	2010	2009	***	2005
Paid	Paid	Paid	Paid		Paid

Owner: CITY OF MIAMI SPRINGS  
 201 WESTWARD DR  
 MIAMI SPRINGS, FL 33166-5259  
 Situs: 650 CURTISS PKWY

Account number: 05-3119-000-0050  
 Millage code: 0500 - MIAMI SPRINGS  
 Millage rate: 23.58010

Assessed value: 2,240,623  
 School assessed value: 2,240,623

**Exemptions**

80 - STATE: 2,240,623

**Property Appraiser**

2012 annual bill	<input checked="" type="checkbox"/> view	Legal description	Location	
Ad valorem:	\$0.00	19 53 41 & 24 53 40 182.298 AC		Use code: 8840
Non-ad valorem:	\$0.00	A/K/A MIAMI HIALEAH GOLF COURSE		Total acres: 0.00
Total Discountable:	0.00	LESS A PORT PER LEASE AGREEMENT		
No Discount NAVA:	0.00	BETWEEN CITY OF MIAMI & SPRINGS		
Total tax:	0.00	VILLAS N/A/D 05-3119-000-0055 OR		
		17843-4410 1097 B (2)		

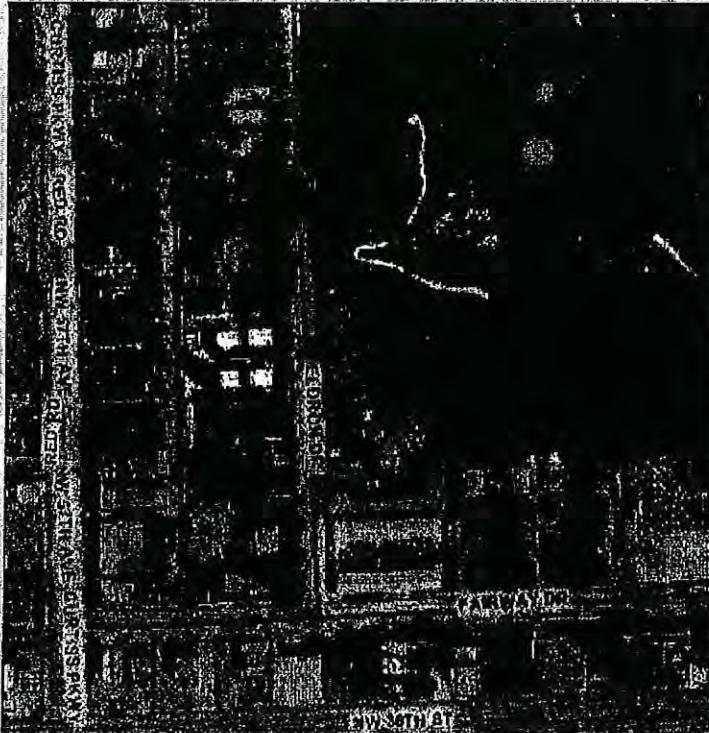
No taxes due

**My Home**  
Miami-Dade County, Florida

**miamidade.gov**

**MIAMI-DADE**

Property Information Map



Aerial Photography - 2012

0 — 135 ft

This map was created on 10/20/2013 8:25:35 PM for reference purposes only.

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**Close**

**Summary Details:**

Parcel No:	06-3119-013-4840
Property:	27 ELDON DR
Mailing Address:	SPRINGS OF THE GREEN LLC 1056 HUNTING LODGE DR MIAMI SPRINGS FL 33166

**Property Information:**

Primary Zone:	3702 MULTI-FAMILY
CLUC:	0013 OFFICE BUILDING
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adl Sq Footage:	3,699
Lot Size:	21,344 SQ FT
Year Built:	1955
Legal Description:	18 63 41' 40 AC PB 34-40 COUNTRY CLUB ESTS SEC 2 REV PL TR B LESS BEG NE COR S ALG E/L 274FTW/ 264.8FTN ALG W/L 266.10FTN 77 DEG 08 MIN 52 SEC E95FT N40 DEG 01 MIN 26 SEC

**Assessment Information:**

Year:	2013	2012
Land Value:	\$320,160	\$341,594
Building Value:	\$174,318	\$189,187
Market Value:	\$494,478	\$530,691
Assessed Value:	\$494,478	\$530,691

**Taxable Value Information:**

Year:	2013	2012
Taxing Authority	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$494,478	\$0/\$530,691
County:	\$0/\$494,478	\$0/\$530,691
City:	\$0/\$494,478	\$0/\$530,691
School Board:	\$0/\$494,478	\$0/\$530,691

**Sale Information:**

Sale Date:	2/2012
Sale Amount:	\$305,000
Sale O/R:	78001-3251
Sales Qualification Description:	Sales qualified as a result of examination of the deed
<a href="#">View Additional Sales</a>	



## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this 26 day of March, 2012, by and between the CITY OF MIAMI SPRINGS, a Florida Municipal Corporation, hereinafter referred to as "City", and SPRINGS ON THE GREEN, LLC., a Florida Limited Liability Corporation, hereinafter referred to as "Springs";

### WITNESSETH:

WHEREAS, Springs on the Green, LLC., has approached the City to solicit authorization to utilize a small parking lot area owned by the City which adjoins the parking lot of a property recently purchased by Springs at 627 Eldron Drive, a site plan of the parking lot is attached hereto as Exhibit "A"; and,

WHEREAS, it has been represented to the City that Springs will improve, illuminate, landscape and maintain the proposed licensed parking area; and,

WHEREAS, Springs has also agreed to fully insure the entire parking area adjacent to its new office building, including the proposed licensed parking area, and to indemnify and hold the City harmless during its use of the parking area; and,

WHEREAS, the City Council of the City of Miami Springs has reviewed and discussed the proposal of Springs and has determined that, subject to the terms and conditions of this License Agreement, it is in the best interests of the city and its citizens to authorize the usage of the small city owned parking area by Springs for the limited purposes represented to the City;

License Agreement:

Springs on the Green, LLC



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

**RECITALS**

The parties hereto acknowledge and agree that the recitals previously set forth herein are true and correct and may be relied upon by either party.

**GRANT OF LICENSE**

The City of Miami Springs hereby grants to Springs on the Green, LLC., a license to utilize the small parking lot area, owned by the City and identified on Exhibit "A" attached hereto, as part of the parking lot to be provided for use in the operation of its adjacent business office.

**ACCEPTANCE OF LICENSE**

Springs on the Green, LLC. hereby accepts the license granted by the City for the use of the City's small parking lot identified on Exhibit "A" attached hereto.

**TERM OF LICENSE**

This License Agreement shall begin on April 1, 2012 and continue through March 31, 2016.

License Agreement

Springs on the Green, LLC

### **RENEWAL OF LICENSE**

This License Agreement may be renewed upon the termination of this Agreement upon the mutual consent and agreement of the parties hereto.

### **TERMINATION OF LICENSE**

This License Agreement may be terminated by either party hereto, without cause, by providing the other party written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective ninety (90) days from receipt of said written notice.

Notwithstanding the foregoing, the terms and conditions of this provision shall not be effective until after the initial eighteen (18) months of this Agreement.

### **USE AND OPERATION OF THE LICENSED PREMISES**

Springs on the Green, LLC, agrees to improve, illuminate, landscape and maintain the licensed parking lot area during the term hereof. In addition to the foregoing, Springs further agrees to allow the City the unrestricted use of the subject area for all appropriate City uses and activities.

### **LICENSEE FEE**

Springs shall not be required to pay the City any fees for this agreement, which requires Springs to fully maintain and insure the licensed premises as compensation to the City.

### ASSIGNMENT/SUBLICENSE

This License Agreement is not assignable and Springs shall not be permitted to sublicense or transfer the use of the City's small parking lot area authorized by this Agreement.

### INSURANCE

Springs shall be required to obtain general liability insurance coverage in the amount of One Million (\$1,000,000) Dollars prior to the commencement of any usage of the licensed premises. The insurance coverage must be provided by a carrier approved by the City, authorized to issue coverage in the State of Florida, and rated B+ by the latest A.M. Best Key Rating Guide of insurance companies. The City shall be provided with an insurance certificate specifying it as an additional insured with respect to the operation of Springs and its use of the licensed premises hereof.

### HOLD HARMLESS AND INDEMNIFICATION

In addition to the insurance coverage provided to the City, Springs shall hold the City, including its officials, employees and representatives, harmless and indemnify it against all claims, demands, damages, actions, causes of actions, liability, costs, expenses, and attorney's fees arising out of, or resulting from, injury to or death of persons, or damage to or loss of property, sustained on or about the licensed premises, arising from the management services, acts, actions, omissions or failures to act of Springs or of any of its employees, agents, representatives, invitees, or guests. Additionally, the protections

provided by this provision shall also include any costs, expenses, or legal fees the City may incur in establishing that the Springs or its insurer are responsible to provide protection, coverage, and representation to the City, its officials, employees, and representatives for any incident that may occur during the term hereof.

#### **RELATIONSHIP OF PARTIES**

The parties hereto mutually acknowledge and agree that there is no business relationship between the City and Springs. It is further acknowledged that the operation of Springs is within the sole and exclusive discretion of Springs and that Springs is not an agent, representative, partner, employee or associate of the City.

#### **PROHIBITED ACTIVITIES**

Springs shall not use the premises for any unlawful purpose and shall comply with all laws and permitting requirements applicable now, or in the future, to the operation of the licensed premises. Springs shall not permit any offensive, or dangerous activity, nor any nuisance or other conduct in violation of the public policy of the City, county or state on the licensed premises.

#### **NON-DISCRIMINATORY PRACTICES**

In the operation of the licensed premises, all management and operational services, including those activities related to direct contact with the public, and those involving the hiring, treatment and advancement of employees, Springs shall not discriminate in any



manner based upon race, color, creed, religion, ancestry, national origin, gender, age, physical/mental handicap or in any other manner.

#### **CORPORATE STATUS**

Prior to the commencement of any usage of the licensed premises, Springs shall provide the City with a copy of its Articles of Incorporation and a current Corporate Status Certificate.

#### **ATTORNEY'S FEES**

The parties hereto acknowledge and agree that should it become necessary for either party to this Agreement to bring suit to enforce any provisions hereof, or for damages on account of any breach of this agreement, the prevailing party on any issue in any such litigation, and any appeals therefrom, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorney's fee as may be awarded by the court.

#### **NOTICES TO PARTIES**

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

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

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

**NOTICES TO BE GIVEN TO SPRINGS SHALL BE ADDRESSED AS FOLLOWS:**

Springs on the Green, LLC.  
Attention: Manuel Perez-Vichot  
1056 Hunting Lodge Drive  
Miami Springs, FL 33166

**CAPTIONS**

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

**TIME**

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

**GOVERNING LAW**

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

License Agreement

Springs on the Green, LLC

**ENTIRE AGREEMENT**

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

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

WITNESSES:

SPRINGS ON THE GREEN, LLC.  
A Florida Limited Liability Corporation

*Suzanne Hitaffer*  
Print Name: Suzanne Hitaffer

BY: *Manuel*  
MANUEL PEREZ-VICHOT, Manager

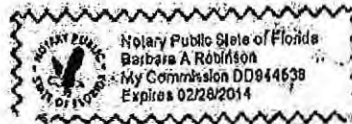
*William Alvarez*  
Print Name: William Alvarez

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 29 day of March 2012, by Manuel Perez-Vichot, Manager of Springs on the Green, LLC., a Florida Limited Liability Corporation, on behalf of the Corporation. He is personally known to me, or has produced \_\_\_\_\_ (type of identification) as identification and did (did not) taken an oath.

*Barbara A. Robinson*  
Notary Public, State of Florida

BARBARA A. ROBINSON  
Print, Type or Stamp Name of Notary Public





WITNESSES:  
As to both signatories)

CITY OF MIAMI SPRINGS,  
a Florida Municipal Corporation



BY: [Signature]  
Ronald K. Gorland, City Manager

[Signature]  
Print Name: Suzanne H. Hoffer

[Signature]  
Print Name: AMESH H. HOLLAND

ATTEST: [Signature]  
MAGALI VALLS, City Clerk

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing Instrument was acknowledged before me this 28 day of March 2012, by Ronald K. Gorland, City Manager and Magali Valls, City Clerk of the City of Miami Springs, a Florida Municipal Corporation, They are personally known to me or have produced \_\_\_\_\_ (type of identification) as identification and did (did not) taken an oath.

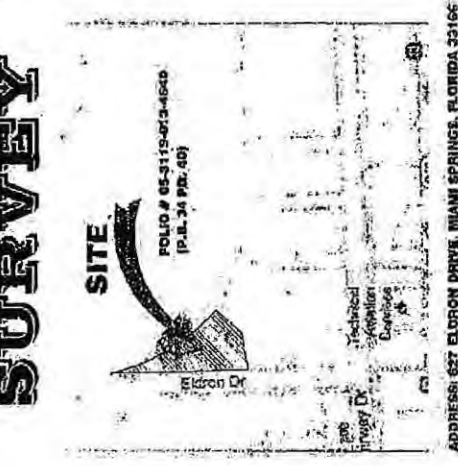
[Signature]  
Notary Public, State of Florida

BARBARA A ROBINSON  
Print, Type or Stamp Name of Notary Public  
Notary Public State of Florida  
Barbara A Robinson  
My Commission DDW44538 - (s)  
Expires 02/26/2014

# BOUNDARY SURVEY

# BOUNDARY SURVEY

ADDRESS: 627 ELDRON DRIVE, MIAMI SPRINGS, FLORIDA 33166 BOUNDARY SURVEY		ROBERTO BRUZELA & ASSOCIATES, INC. REGISTERED PROFESSIONAL SURVEYOR, STATE OF FLORIDA PHONE: 305-885-1111 FAX: 305-885-1112
DATE: 11/11/2011 DRAWN BY: [Name] CHECKED BY: [Name]	PROJECT NO.: 11-001 SHEET NO.: 1 OF 1	SCALE: AS SHOWN LEGEND & ABBREVIATIONS



## LEGAL DESCRIPTION:

A certain lot of land, to-wit: 0.1000 ACRES, more or less, situated in the City of Miami Springs, Florida, and being a portion of the parcel of land described in the Public Record of the County of Dade, Florida, as follows:

Lot 10, Block 10, of the subdivision known as 'The Palms at Eldron Drive', as shown on the plat of subdivision recorded in the Public Record of the County of Dade, Florida, as follows:

The subdivision known as 'The Palms at Eldron Drive' is shown on the plat of subdivision recorded in the Public Record of the County of Dade, Florida, as follows:

The subdivision known as 'The Palms at Eldron Drive' is shown on the plat of subdivision recorded in the Public Record of the County of Dade, Florida, as follows:

**CERTIFICATE:**  
 I, ROBERTO BRUZELA, a duly Licensed Professional Surveyor in the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the plat of subdivision recorded in the Public Record of the County of Dade, Florida, as follows:



## REMARKS:

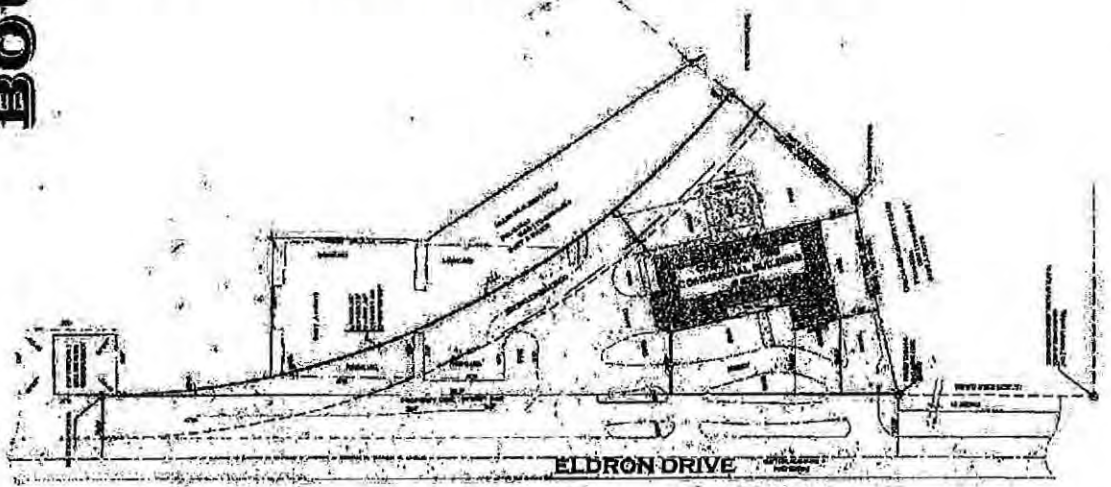
- 1) All bearings and distances were taken from the ground.
- 2) The survey was conducted on the 11th day of November, 2011.
- 3) The survey was conducted in the presence of the following witnesses: [Names]
- 4) The survey was conducted in the presence of the following witnesses: [Names]
- 5) The survey was conducted in the presence of the following witnesses: [Names]
- 6) The survey was conducted in the presence of the following witnesses: [Names]
- 7) The survey was conducted in the presence of the following witnesses: [Names]
- 8) The survey was conducted in the presence of the following witnesses: [Names]
- 9) The survey was conducted in the presence of the following witnesses: [Names]
- 10) The survey was conducted in the presence of the following witnesses: [Names]
- 11) The survey was conducted in the presence of the following witnesses: [Names]
- 12) The survey was conducted in the presence of the following witnesses: [Names]
- 13) The survey was conducted in the presence of the following witnesses: [Names]
- 14) The survey was conducted in the presence of the following witnesses: [Names]
- 15) The survey was conducted in the presence of the following witnesses: [Names]
- 16) The survey was conducted in the presence of the following witnesses: [Names]
- 17) The survey was conducted in the presence of the following witnesses: [Names]
- 18) The survey was conducted in the presence of the following witnesses: [Names]
- 19) The survey was conducted in the presence of the following witnesses: [Names]
- 20) The survey was conducted in the presence of the following witnesses: [Names]

## PLAT DATA:

DATE OF SURVEY: 11/11/2011 PROJECT NO.: 11-001 SHEET NO.: 1 OF 1	SCALE: AS SHOWN LEGEND & ABBREVIATIONS
--	---

## ADDITIONAL NOTES:

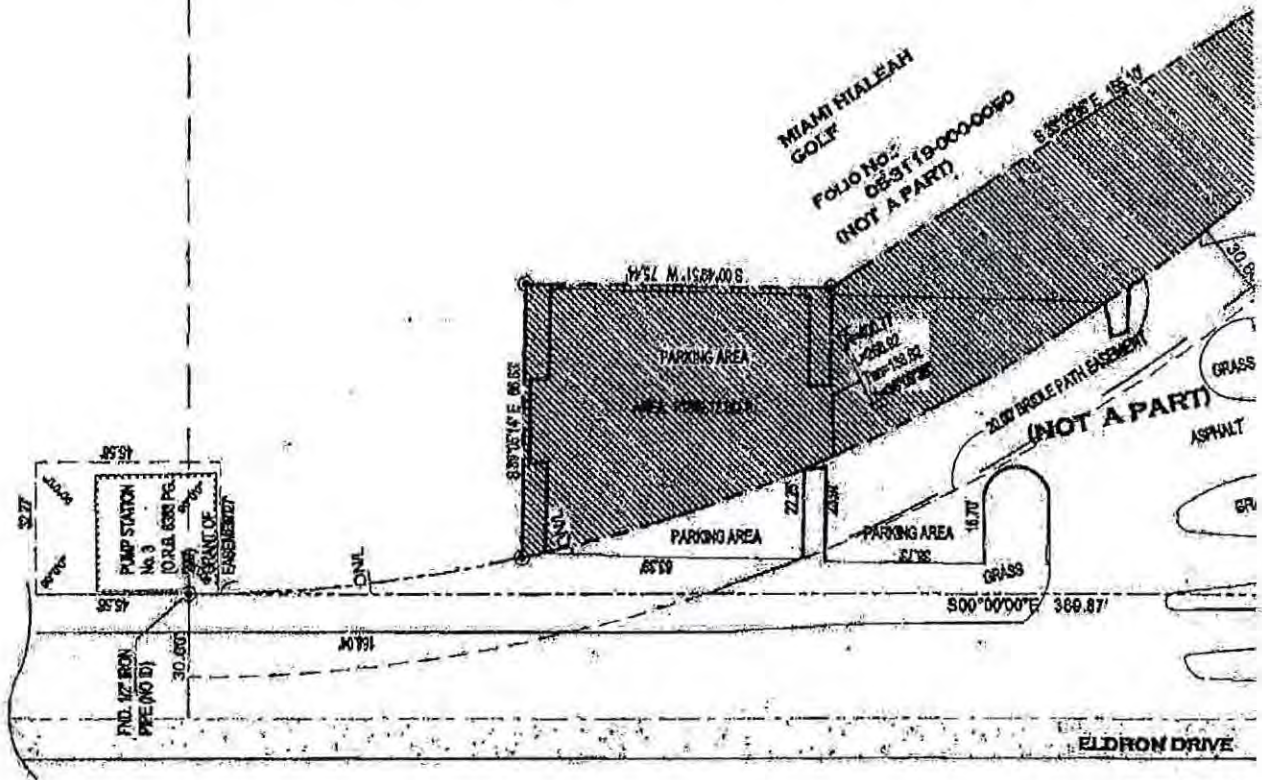
This survey was conducted in accordance with the Florida Surveying Law, Chapter 471, F.S., and the rules and regulations of the Board of Professional Surveyors, State of Florida.







# SKETCH OF BOUNDARY SURVEY



## LEGAL DESCRIPTION:

A PORTION OF TRACT "B", BLOCK 140 OF "REVISED PLAT OF SECTION 2, COUNTRY CLUB ESTATES" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, AT PAGE 40, OF PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT "B", THENCE NORTH ALONG THE WEST LINE OF SAID TRACT "B", A DISTANCE OF 256.10 FEET; THENCE N 77°08'52"E A DISTANCE OF 95.00 FEET; THENCE N40°01'26"E, A DISTANCE OF 79.77 FEET TO A POINT ON CURVE CONCAVE TO THE NORTHEASTERLY HAVING A RADIUS OF 400.78 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 266.92 FEET, AND THROUGH A CENTRAL ANGLE OF 38°09'38", TO THE INTERSECTION OF THE WEST OF SAID TRACT "B"; THENCE S89°05'14"E FOR A DISTANCE OF 66.63 FEET TO A POINT; THENCE S 00°49'51"W FOR A DISTANCE OF 75.44 FEET TO A POINT; THENCE S33°06'36"E FOR A DISTANCE OF 155.10 FEET TO A POINT; THENCE S39°51'39"W FOR A DISTANCE OF 23.51 FEET TO THE POINT OF BEGINNING AND CONTAINS 10299.12 SQUARE FEET OR 0.23644 ACRES

## SURVEYOR

- 1.) EXAMINATION OF ABSTRACT OF TITLE WILL HAVE IF ANY, AFFECTING THIS PROPERTY.
- 2.) LOCATION AND IDENTIFICATION OF UTILITIES IF ANY.
- 3.) OWNERSHIP IS SUBJECT TO OPINION OF TITLE.
- 4.) TYPE OF SURVEY: BOUNDARY SURVEY.
- 5.) THIS SURVEY IS NOT VALID UNLESS SIGNED AND SEALED.
- 6.) ALL RIGHTS OF WAYS SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED.
- 7.) LANDS SURVEYED AS DESCRIBED.
- 8.) NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS SHOWN.

NOTE: THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF THE SURVEY HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY OTHER PURPOSES.

## FLOOD ZONE

Community Number	Panel Number	Sheet	Date
160863	00291	E	06-1

SOURCE ELEVATION PROVIDED BY: DADE COUNTY  
 RELATIVE TO MEAN SEA LEVEL NATIONAL GEODETIC DATUM  
 LOCATOR INDEX: BENCHMARK NC







AppraisalFirst  
Real Estate Appraisers LLC

1444 Biscayne Boulevard, Suite 211  
Miami, Florida 33132  
Phone: 305-470-2130  
Fax: 305-381-8047  
E-mail: [residential@appraisalfirst.net](mailto:residential@appraisalfirst.net)  
E-mail: [commercial@appraisalfirst.net](mailto:commercial@appraisalfirst.net)

October 3, 2013

Springs of the Green LLC  
c/o Mr. Enrique J. Aguerrevere  
1056 Hunting Lodge Drive,  
Miami Springs, FL 33166

Via Email: [enriquej@collabi.com](mailto:enriquej@collabi.com)

Re: A parcel of land, owned by Miami Springs, abutting the east side of a property located at 627 Eldroff Drive, Miami Springs, Florida 33166.

Dear Mr. Aguerrevere:

We propose to furnish you with a Restricted Use Appraisal Report setting forth the current Market Value for the above referenced subject property. The report will contain the level of data and analysis as stated under Standard 2-2(c) of the Uniform Standards of Professional Practice (USPAP). The reports will conform to the Standards of Practice and Code of Ethics of the Appraisal Institute and the guidelines according to the 2012-2013 edition of USPAP. The appraisal report will include all applicable approaches to value.

The total fee for the appraisal services will be \$3,000. You may indicate your acceptance by returning a signed copy of this letter. The total fee of \$3,000 is due at the time of inspection. The report will be delivered within three weeks of your acceptance.

The intended use of the appraisal report will be for internal purposes as it relates to the purchase of the property from the City of Miami Springs. The intended users is the client stated herein.



Springs of the Green LLC  
c/o Mr. Enrique J. Aguerrevere  
Page Two

It is important to note that since the reports are not intended to be used for financing they are only in compliance with the Code of ethics of the Appraisal Institute and the minimum standards of the 2012-2013 Uniform Standards of Professional Appraisal Practice (USPAP). The reports may not be in conformance with the Department of the Treasury, Office of Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision, National Credit Union Administration under 12CFR Part 34, Real Estate Appraisals and Title XI of the Financial Institutions, Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010.

Once completed and delivered readdressing the appraisal reports to another party or client is prohibited by USPAP. Once an assignment is completed, it is misleading to try to add a new party as client or intended user who was not the original client or identified intended user." Readdressing the appraisal will be considered a new assignment with a potential additional fee.

Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. The fee that is being paid for this appraisal is a non-refundable deposit.

Further, AppraisalFirst makes no assurance, representation or warranty that the appraised values of the subject properties will benefit or assist the client in said intended use of the appraisal reports.

This engagement is solely predicated upon valuation services and not court preparation, associated conference time or testimony. Additional time related to expert witness testimony and/or preparation will be billed at an hourly rate of \$300. Thank you very much for the opportunity of serving you.

Respectfully submitted,



Frank Hornstein, MAI  
State Certified General Real  
Estate Appraiser, No. RZ 1376

I hereby authorize you to proceed with the appraisal.

  
\_\_\_\_\_  
Signature

10/03/2013  
\_\_\_\_\_  
Date

**QUALIFICATIONS OF FRANK A. HORNSTEIN, MAI**  
State Certified General Real Estate Appraiser No. RZ 1376  
[frank@appraisalfirst.net](mailto:frank@appraisalfirst.net)

**EXPERIENCE:**

Owner/Appraiser - AppraisalFirst - 2010 to present  
Officer/Appraiser - AppraisalFirst, Inc. - 2005 to 2010  
Commercial Appraiser- AppraisalFirst, Inc. - 1993 to 2005  
Commercial Appraiser -Ames Appraisal Services - 1989 to 1993

**PROFESSIONAL AFFILIATIONS:**

Member of the Appraisal Institute, MAI

**STATE OF FLORIDA LICENSES:**

State-Certified General Appraiser, No. RZ 0001376  
Real Estate Broker, No. 0534448

**EDUCATION:**

B.S., Florida State University, Tallahassee, FL - 1989  
Major: Real Estate and Finance

**RECENT CONTINUING EDUCATION:**

- USPAP Updated, Appraisal Institute, 2010
- Hotel Valuation, Appraisal Institute, 2010
- Effective Appraisal Writing, Appraisal Institute, 2010
- Business Practice & Ethics, Appraisal Institute, 2009
- Hotel/Motel Valuation, Appraisal Institute, 2008
- USPAP Update, Appraisal Institute, 2008
- Supervisor Trainee Roles & Rules, Appraisal Institute, 2008
- Spotlight on USPAP: Hypothetical & Extraordinary, Appraisal Institute, 2008
- Litigation Skills for the Appraiser, Appraisal Institute, 2008

**APPLICATIONS OF APPRAISALS:**

Mortgage Loan	litigation (Expert Witness)
Securities Lending	Purchase or Sale
Foreclosure Proceedings	Estate
Bankruptcy	

**TYPES OF PROPERTIES APPRAISED:**

Industrial Buildings	Single Family Subdivisions
Office Buildings	Vacant Commercial Land
Rental Apartments	Retail/Showroom
Rental Townhouses	Manufacturing Buildings
Shopping Centers	Vacant Industrial Land
Leasehold Interest	Religious Facilities
Hotels & Motels	Gas Stations
Restaurants	Townhouse Subdivisions
Vacant residential Land	Condominium Projects

**Geographical Areas Served:**

Miami-Dade	Broward
Monroe	Palm Beach



AC# 6357390

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BOARD

SEQ# L12091104185

DATE	BATCH NUMBER	LICENSE NBR
09/11/2012	128058543	RZ1376

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2014

HORNSTEIN, FRANK ALLEN  
1444 BISCAYNE BOULEVARD SUITE 211  
MIAMI FL 33132

RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY

**QUALIFICATIONS OF EFRAIN JORGE SANTIN**  
**State Certified General Real Estate Appraiser No. 0003274**

**EDUCATION**

Florida International University, Miami, Florida  
B.A. Degree-Finance-1997

**PROFESSIONAL EDUCATION**

**Florida International University**  
Course: FIN 4343-Real Estate Analysis-1996

**Gold Coast-Florida**  
Real Estate Appraiser-2002  
ABIII Mastering Real Estate Appraisal-2007

**Appraisal Institute**  
API 310-Basic Income Approach-2003  
API 510-Advance Income Approach-2003  
API 520-Highest & Best Use Market Analysis-2003  
USPAP Updated-2008  
Supervisor Trainee Roles and Rules-2008

**PROFESSIONAL AFFILIATIONS**

Member of the Appraisal Institute-2003

**LICENSES**

State Certified General Real Estate Appraiser-RZ #0003274  
Licensed Real Estate Sales Person SL #703744

**EXPERIENCE**

Assistant Residential/Commercial Fee Appraiser-2002

**TYPES OF PROPERTIES APPRAISED**

Single Family Residential	2-4 Family Dwellings	Hotels & Motels
Vacant Land	Individual Condominiums	
Office Building	Multi-Family	

**GEOGRAPHICAL AREAS SERVED**

Miami-Dade                      Broward -                      Palm Beach

AC# 6473990

STATE OF FLORIDA

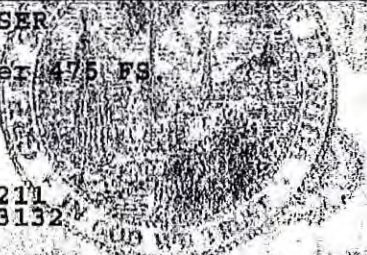
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

SEQ# L12102000794

DATE	BATCH NUMBER	LICENSE NBR
10/20/2012	128053496	RI17758

The REGISTERED TRAINEE APPRAISER  
Named below HAS REGISTERED  
Under the provisions of Chapter 475 FS  
Expiration date: NOV 30, 2014

PENA, ADRIAN  
1444 BISCAYNE BLVD SUITE 211  
MIAMI FL 33132



RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY



12-9-2013



**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


A handwritten signature in blue ink, appearing to be "S. Hitaffer".

**TO:** The Honorable Mayor Garcia and Members of the City Council  
**FROM:** Suzanne S. Hitaffer, CMC, Acting City Clerk  
**DATE:** November 20, 2013  
**SUBJECT:** Education Advisory Board Recommendations

Based on their actions taken at their meeting of November 19, 2013, the Education Advisory Board members would like to bring the following recommendations to the attention of the City Council:

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



12-9-2013 

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI SPRINGS AND THE VILLAGE OF VIRGINIA GARDENS RELATING TO TRANSPORTATION SERVICES**

THIS INTERLOCAL AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the CITY OF MIAMI SPRINGS, hereinafter referred to as "City", and the VILLAGE OF VIRGINIA GARDENS, hereinafter referred to as "Village";

**WITNESSETH:**

**WHEREAS**, the City of Miami Springs has previously established and currently operates a bus within the corporate limits of City known as the "City Circulator" that provides limited transportation services to the City's citizens; and,

**WHEREAS**, the Village of Virginia Gardens has requested that the City expand the route of the Circulator in order to include the Village; and,

**WHEREAS**, that in order to establish the relationship contemplated by the City and Village for the expanded Circulator services, the parties have agreed to memorialize all terms and conditions within an Interlocal Agreement; and,

**WHEREAS**, that in consideration of the City expanding the route of its Circulator to include the Village, the City will receive the Village's twenty (20%) percent C.I.T.T. transit funding from Miami-Dade County; and,

**WHEREAS**, it is the intent of the parties to this Agreement to establish a mutually beneficial relationship in order to provide needed limited transportation services to the citizens of the City and the Village:

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

1. **RECITALS.** That the recitals previously set forth above are true and correct and accurately set forth the intent of the parties to this Agreement.

2. **DUTIES AND RESPONSIBILITIES.** That the City of Miami Springs will provide "City Circulator" transportation services to the citizens of the Village of Virginia Gardens as set forth in the descriptive brochure and Circulator map attached hereto as Exhibit "A", which by this reference is made a part hereof.

Notwithstanding the foregoing, the parties acknowledge the right of the City to modify the existing operation of the Circulator, so long as the City maintains a reasonable schedule of transportation services to the Village and makes all reasonable efforts to notify the Village of all operational modifications.

3. **COMPENSATION TO THE CITY.** That in consideration of the City providing the aforesaid transportation services, the Village agrees to pay the City its twenty (20%) percent C.I.T.T. transit funding received from Miami-Dade County's People's Transportation Tax.

4. **TERM.** That the term of this Agreement shall commence on the 10<sup>th</sup> day of December, 2013 and terminate on the 31<sup>st</sup> day of December 2016.

5. **RENEWALS.** That this Agreement may be renewed by the mutual agreement of the parties hereto, which shall be evidenced in writing.

6. **INDEMNIFICATION.** That to the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the Village of Virginia Gardens shall indemnify and save harmless the City of Miami Springs from any and all claims, liability, losses and causes of action arising out of the Village's negligence or other wrongful acts in the performance of this Agreement. However, nothing herein shall be deemed to indemnify the City for any liability or claims arising out of the negligence, performance, or lack of performance of the City. In addition, to the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the City of Miami Springs shall indemnify and save harmless the Village of Virginia Gardens from any and all claims, liability, losses and causes of action arising out of the City's negligence or other wrongful acts in the performance of this Agreement. However, nothing herein shall be deemed to indemnify the Village for any liability or claims arising out of the negligence, performance, or lack of performance of the Village.

7. **COMPLIANCE WITH LAWS.** That the parties, in the operation and interpretation of this Agreement, agree to comply with all applicable laws, ordinances, codes, rules and regulations of the federal, state and local governments.

8. **ASSIGNMENT/DELEGATION.** That the obligations and duties of the parties, pursuant to this Agreement, shall not be delegated or assigned, in whole or in part, to any other person or entity without the prior written consent of the nondelegating party.

9. **NON-DISCRIMINATION.** That the parties agree that they will not discriminate as to race, sex, color, creed, national origin, age or disability in connection with the performance of this Agreement.

10. **APPLICABLE LAW.** That this Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties agree to be subject to the jurisdiction of the courts of Miami-Dade County, Florida and subject to service of process therein. Venue for any litigation arising out of or in connection with this Agreement shall be in Miami-Dade County, Florida.

11. **TERMINATION.** That the parties mutually agree that this Agreement may be terminated by either party by providing written notice to the other party of its intention to terminate at least sixty (60) days prior to the effective date of such termination.



12. **NOTIFICATION OF PARTIES.** That all notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by certified mail, return receipt requested, addressed to the other party at the address indicated herein, or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt, whichever is earlier.

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

VILLAGE OF VIRGINIA GARDENS  
Attn: Fred "Spencer" Deno IV, Mayor  
6498 NW 38th Terrace  
Virginia Gardens FL 33166

13. **WAIVER OF NON-PERFORMANCE.** That the failure of either party hereto to insist on performance or observance of any one or more conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such covenants or condition, and either party's obligation with respect to such future performance shall continue in full force and effect.

14. **NUMBER/GENDER OF PARTIES.** That the terms herein, contained, shall include the singular and/or plural, the masculine, the feminine, and/or the neuter, wherever and whenever, the context so requires or admits.

15. **SEVERABILITY.** That should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or the United States, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform to such laws, or, if nonmodifiable, then same shall be deemed severable, and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

16. **SUCCESSORS AND ASSIGNS.** That this Agreement shall be binding upon and inure to the benefit of the parties herein, their heirs, executors, legal representatives, successors and assigns.

17. **ENTIRE AGREEMENT.** That is Agreement and its attachments constitute the sole and only Agreement of the parties hereto. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with respect to the subject matter of this Agreement are of no force or effect.

18. **AMENDMENTS.** No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

19. **ATTORNEYS FEES AND COSTS.** That in the event that any litigation is instituted in regard to the enforcement or interpretation of the terms and conditions hereof, the prevailing party in such litigation shall be entitled to an award of all appropriate court costs, reasonable trial attorney's fees, and reasonable attorney's fees.

20. MUTUAL PREPARATION. That the parties to this Agreement have participated fully in its negotiation and preparation. Accordingly, this Agreement shall not be more strictly construed against either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective proper officers duly authorized thereunto, the day and year first above written.

ATTEST:

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

\_\_\_\_\_  
SUZANNE S. HITAFFER, CMC  
Acting City Clerk

BY: \_\_\_\_\_  
RONALD K. GORLAND, City Manager

ATTEST:

VILLAGE OF VIRGINIA GARDENS  
6498 NW 38th Terrace  
Virginia Gardens FL 33166

\_\_\_\_\_  
Maritza Fernandez  
Village Clerk

BY: \_\_\_\_\_  
FRED "SPENCER" DENO IV, Mayor

O:\3\Contracts\Interlocal Agreement with Virginia Gardens - Transportation Services - 2013.doc





**INTERGOVERNMENTAL AGENCY AGREEMENT  
TO PERFORM TRAFFIC ENGINEERING FUNCTIONS**

12-9-2013

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (AGREEMENT) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF MIAMI SPRINGS, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the CITY, and MIAMI-DADE COUNTY (COUNTY), a political subdivision of the STATE OF FLORIDA, MIAMI-DADE County.

**W I T N E S S E T H**

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

WHEREAS, the CITY desires to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to its local municipal streets only; and,

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

WHEREAS, the CITY has, by proper resolution attached hereto and by reference made a part hereof, authorized its officer(s) to enter into this AGREEMENT.

NOW, THEREFORE, the CITY and the COUNTY agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The CITY will only install and maintain the following designated types of traffic control devices and only on those local municipal streets operated and maintained by the CITY within its boundaries:

**SEE ATTACHED DIAGRAM OF PEDESTRIAN  
ENHANCERS TO BE INSTALLED**

Traffic calming devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and sealed and signed plans have been submitted to the Public Works and Waste Management Department of the COUNTY for its review and approval.

3. The CITY shall attach a decal to the back of the sign panels indicating ownership and date of installation.

4. The CITY assumes sole and complete responsibility for the maintenance of all such signs that are installed by the CITY within its boundaries.

5. The CITY assumes sole and complete liability for any accidents and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said traffic control devices, and hereby indemnifies and saves harmless the COUNTY from any and all claims of negligence as a result of the installation, operation or maintenance of said signs.

6. All traffic control signs installed by the CITY in accordance with this AGREEMENT shall conform to the applicable requirements established by the following publications:

Florida Department of Transportations' Standard Specifications for Road and Bridge Construction.

Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.1e-1989), including latest revisions.

Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.

Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128)

7. For installation of traffic control devices, the CITY shall hire a COUNTY licensed contractor or perform the work in-house by the CITY Public Works crew.

8. Should the CITY install street name signs at the same site where a stop-top street name exists, then the CITY shall utilize the other corners of the intersection. Subsequently, the CITY shall remove the COUNTY'S stop-top street name signs by an approved sign contractor. All signs and hardware removed shall be dismantled and returned to the Traffic Signals and Signs Division of the COUNTY'S public Works and Waste Management Department.

9. The CITY shall be responsible for keeping records of any and all installations and repairs, and furnishing pertinent documents as and when said records may be requested.

10. Failure to carry out any of the duties and responsibilities assumed herein by the CITY may result in termination of this AGREEMENT, at the sole discretion of the COUNTY.

IN WITNESS WHEREOF, the CITY and the COUNTY have set their hands the day and year above written.

Attest:

MIAMI-DADE COUNTY

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Mayor

By: \_\_\_\_\_  
County Deputy Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

Attest:

CITY OF MIAMI SPRINGS

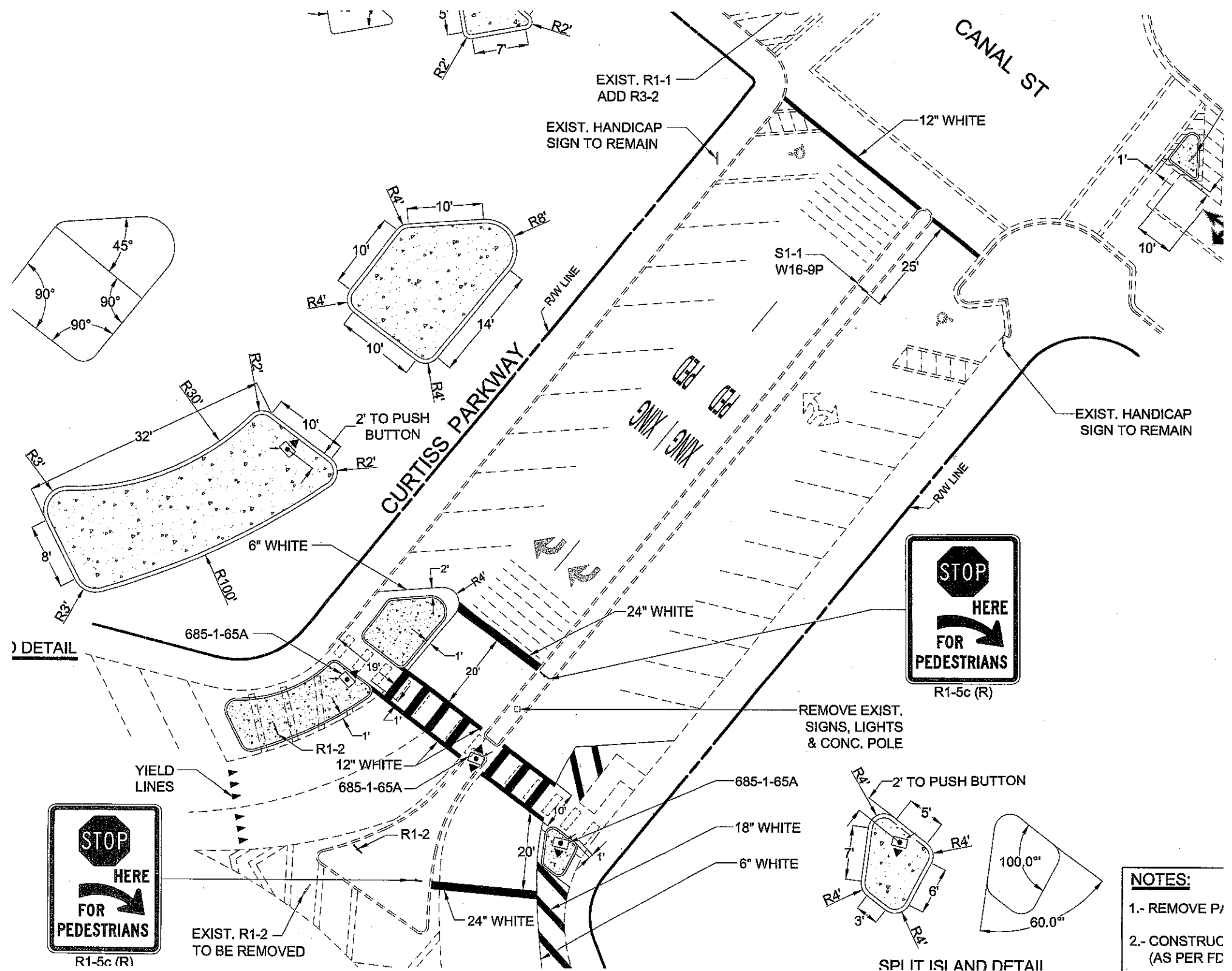
By: \_\_\_\_\_  
Suzanne S. Hitaffer, CMC  
Acting City Clerk

By: \_\_\_\_\_  
Ronald K. Gorland  
City Manager

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Jan K. Seiden  
City Attorney





CANAL ST

EXIST. R1-1  
ADD R3-2

EXIST. HANDICAP  
SIGN TO REMAIN

S1-1  
W16-9P

CURTISS PARKWAY

PEDESTRIAN ONLY

EXIST. HANDICAP  
SIGN TO REMAIN



R1-5c (R)

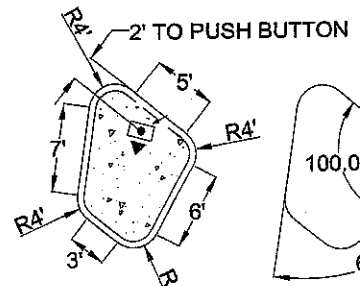
REMOVE EXIST.  
SIGNS, LIGHTS  
& CONC. POLE

DETAIL

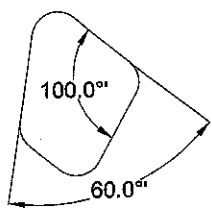


R1-5c (R)

EXIST. R1-2  
TO BE REMOVED



SPI IT ISI AND DETAIL



- NOTES:**
- 1.- REMOVE P/
  - 2.- CONSTRUCT (AS PER FD

YIELD LINES

685-1-65A

R1-2

12" WHITE

685-1-65A

R1-2

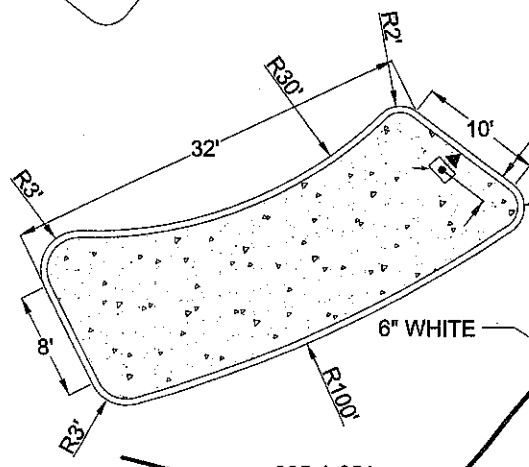
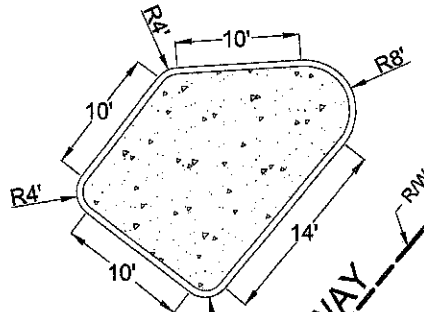
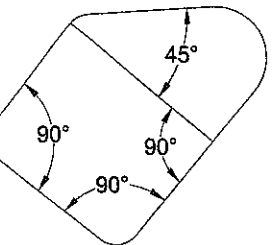
24" WHITE

685-1-65A

18" WHITE

6" WHITE

24" WHITE



685-1-65A

R1-2

12" WHITE

685-1-65A

R1-2

24" WHITE

685-1-65A

18" WHITE

6" WHITE

24" WHITE

YIELD LINES

685-1-65A

R1-2

12" WHITE

685-1-65A

R1-2

24" WHITE

685-1-65A

18" WHITE

6" WHITE

24" WHITE

12-9-2013



RESOLUTION NO. 2013-3607

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS REQUESTING THAT MIAMI-DADE COUNTY APPROVE AND AUTHORIZE THE CO-DESIGNATION OF THE 100 TO 300 BLOCK OF CURTISS PARKWAY FRONTING THE GRACE LUTHERAN CHURCH AT 245 CURTISS PARKWAY AS "PASTOR SCHMIDT WAY"; REQUESTING AUTHORIZATION FOR THE PLACEMENT OF PROPER RECOGNITION SIGNAGE; EFFECTIVE DATE

WHEREAS, Reverend Dr. Albert Schmidt was a pioneer resident of Miami Springs who founded Grace Lutheran Church in 1951, and contributed in many ways to the City's recreation program and the youth of the community; and,

WHEREAS, upon the occasion of his death, the City Memorial Committee and the City Council have determined that it is both proper and appropriate to memorialize his contributions to the City; and,

WHEREAS, the City Council has authorized the City Manager to request that Miami-Dade County co-designate the 100 to 300 block of Curtiss Parkway fronting the Grace Lutheran Church at 245 Curtiss Parkway as "Pastor Schmidt Way":

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 requests that Miami-Dade County approve and authorize the official co-designation of the 100 to 300 Block of Curtiss Parkway fronting the Grace Lutheran Church at 245 Curtiss Parkway as "Pastor Schmidt Way".

Section 2: That the City Council of the City of Miami Springs hereby further requests that Miami-Dade County approve and authorize the placement of appropriate signage along this roadway area to properly notify all persons of the official recognition and co-designation of "Pastor Schmidt Way".

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

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this 9<sup>th</sup> day of December, 2013.

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

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

\_\_\_\_\_  
Zavier M. Garcia  
Mayor

ATTEST:

\_\_\_\_\_  
Suzanne S. Hitafer, CMC  
Acting City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Jan K. Seiden, Esquire  
City Attorney

Resolution No. 2013-3607

## Suzanne S. Hitaffer

---

**From:** Jan Seiden <JSeiden@olsrhh.com>  
**Sent:** Tuesday, November 26, 2013 4:48 PM  
**To:** Suzanne S. Hitaffer  
**Cc:** Ron Gorland; William Alonso; Tom Nash; Mayor Zavier Garcia; Elora Sakal  
**Subject:** Re: Pastor Schmidt Way

Suzy, go ahead and prepare the same resolution again, but with the new suggested addresses and put it back on the next agenda.....with the manager's authorization. JKS

Sent from my iPhone--JKS

On Nov 26, 2013, at 2:56 PM, "Suzanne S. Hitaffer" <[hitaffers@miamisprings-fl.gov](mailto:hitaffers@miamisprings-fl.gov)> wrote:

Good afternoon,

I just spoke with Vivian Castro (305.375.4696), Deputy Chief of Staff for Chairwoman Sosa regarding the co-designation for Pastor Schmidt Way. The County has an agreement with FDOT and they cannot co-designate a portion of a street. She said that the signage must be on a "mast arm" at an intersection.

Marie Martinez with the County Public Works Department also called me regarding the signage (305.592.0831 x 271). She further clarified that they could co-designate Curtiss Parkway from the 100 block to the 300 block, but not the portion at 245; there must be a beginning and an end, not the middle of the street. Her email is [mariem@miamidade.gov](mailto:mariem@miamidade.gov). I mentioned that there is a similar sign for John Stadnik Way and she said that it might not be a sign that was approved by the County Commission.

Ms. Castro and Ms. Martinez indicated that Council would have to adopt another resolution for Pastor Schmidt Way.

Thanks,

Suzie

The City of Miami Springs is on [Twitter](#) and has a website [MiamiSprings-FL.Gov](#)  
**Please save a tree. Don't print this e-mail unless it's really necessary.**







**CITY OF MIAMI SPRINGS**  
Planning & Zoning Department  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5034  
Fax: (305) 805-5036

Agenda Item No. 10E

City Council Meeting of:

12-9-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald Gorland, City Manager

**FROM:** James H. Holland, Planning & Zoning Director

**DATE:** December 5, 2013

**SUBJECT:** **Application Fees for Variance Requests to Board of Adjustment and Board of Appeals**

The aforesaid fees were included in a general Planning, Zoning and Building permitting fee schedule, which was approved by Council on August 21, 2012, after two workshop meetings on the subject. Respectively, the fees were set at \$350.00 and \$500.00 for residential and 600.00 for commercial. The previous fee for the Board of Adjustment and Board of Appeals was \$100.00 for residential and \$200.00 for commercial requests.

The amount of the fees considered for variance and appeal requests was based on cost recovery. Six cities and Miami-Dade County were canvassed to ascertain a reasonable and logical basis for all fees. The results of this effort are summarized on the attached spreadsheet. The average fee for residential variance requests was \$1,262.00 and 1,800.00 for commercial. Only three other jurisdictions have an appeal process to the governing body, Miami-Dade County, the Village of Pinecrest and Town of Miami Lakes. The averages were \$1,033.00 for residential and \$1,550.00 for residential.

It is doubtful that the \$350 fees covers the costs involved, which is primarily staff time. The Administrative Assistant performs 17 clerical steps. The Planning and Zoning Director meets with the applicants, reviews the application, conducts a site visit, discusses the case with the City Attorney, promulgates a recommendation to the Board and attends and testifies at the Hearing. The City Attorney reviews the case and the recommendation and attends the hearing and advises the Board on legal matters.

It is recommended that the present fees for variance requests remain the same.

attachment

Excerpts: August 6, 2012 Workshop meeting

Planning & Zoning

City Planner Holland explained that he was asked to review fees that are collected and he found that some fees do not cover the actual cost. For example, the Board of Adjustment variance application fee is \$100.00 and the cost is actually \$250.00 per application and he recommends an increase to \$300.00. He also recommends an increase in the Zoning and Planning Board fee from \$350.00 to \$700.00 for commercial projects. There are frequent requests for zoning confirmation letters and the current fee is \$25.00, while other cities typically charge \$50.00. He added that the review of liquor license applications is currently \$25.00, while the typical fee is \$50.00 or \$100.00. ✓

**Mayor Garcia requested a list of the City Planner's fee recommendations showing the current and proposed fees, compared to other similar municipalities, for presentation at the next meeting.**

City Manager Gorland stated that revenues would be discussed separately and he asked all Department Heads to look at their fee basis and provide recommendations for increases.

Councilwoman Ator asked for a comparison of three cities that are similar to Miami Springs.

**Excerpts: August 21, 2012 Workshop Meeting**

**3 - II. Zoning and Planning – Revised**

Mr. Alonso explained that the next fee change proposal from Zoning and Planning Director Holland is a recommendation based on a revenue analysis.

Planning and Zoning Director James Holland said that Council asked to be provided with some comparisons from other municipalities and a spreadsheet is included in the packet that is based on seven other municipalities and some of the information was available online. The three types of conditions are fees that are presently assessed, fees that are not likely to occur but do not have provisions in the fee structure and the new fees.

Mr. Holland discussed the conditions that are highly unlikely to occur, explaining that there should be some provision by resolution to accommodate the rezoning request, zoning code amendments, comprehensive plan amendments, modification or release of a covenant and a street or alley vacation fee. The recommended amounts are shown in the third column on the spreadsheet and each of them are showing no anticipated revenue at the present time.

Mr. Holland explained that the other fees on the spreadsheet are presently assessed or fees that are not charged for. He discussed the fee changes for zoning variance requests for residential, commercial and buildings that are greater than 10,000 square feet for both residential and commercial. The variance and site plan appeals are currently \$100 for residential and \$200 for commercial and he is proposing to change the fee to \$500 for residential and \$600 for commercial. ✓

Mr. Holland discussed the Zoning and Planning Board fees and stated that there is currently a provision for a \$1,000 fee that only applies to plats and not site plans. The proposal is \$2,000 for residential and \$2,500 for commercial. The residential would come in the form of a subdivision development or a condominium project and he does not anticipate any of those within the next year.

Mr. Holland said that he does anticipate a few site plans including AirBus with a site plan modification and one of the hotels proposed on the Abraham Tract. He reiterated that the proposal for the commercial properties is \$2,500 which will generate \$5,000 in revenue.

There are currently two types of zoning verifications which are for liquor authorizations and zoning verifications and there is presently no charge for these services, according to Mr. Holland. The proposal for the liquor license is based on the type of license. The first license is the 2 APS license for no alcohol consumption on premises for a proposed fee of \$160.

Mr. Holland stated that the A 2 COP license for on site consumption has a proposed fee increase of \$200 and the 4 COP license for nightclubs has a proposed fee of \$450.

Mr. Holland added that another type of verification that is sent out is a letter for zoning of the property and there is currently no charge. The proposed fee is \$150 for residential and \$200 for commercial. He commented that another service that is frequently requested for which the department does not charge is the determination of the FEMA flood elevation.

Mr. Holland explained that the zoning review fee is charged by all other municipalities in the areas that he canvassed. The comparisons were based on information from Miami-Dade County, Coral Gables, South Miami, Pinecrest, Miami Lakes, Palmetto Bay and Doral. Based on an average, he made an assumption because most fees are based on a certain number of cents per square foot.

Mr. Holland commented that Palmetto Bay charges a percentage of the total permit fee which is 6% with a minimum and a maximum for both residential and commercial properties. Doral does not charge a zoning review fee and instead they charge a zoning inspection fee which is \$75. Miami Lakes is one of the jurisdictions that have a flat fee of \$100 for each plan review for both residential and commercial. His proposals for the zoning review fee for residential is \$100 and \$200 for commercial, which is expected to bring in revenue of approximately \$80,000.

Mr. Holland estimated that 1,200 building permits are processed per year and 60% of these permits require zoning approval and that is the basis to generate the total revenue. There is a plus item on the zoning fee and the proposal is that there be a rework fee in the amount of 50% of the original fee for plans that have been denied twice.

Mr. Holland explained that another plus item is relative to the liquor licenses. In certain instances a covenant applies to the 2 COP and 4 COP licenses requiring that 51% of revenue be from food service. This covenant is required and there would be an optional fee of \$250 for preparation of the covenant or the applicant could go to their attorney and have it prepared. The increases and new fees would total approximately a little less than \$100,000 a year.

Councilwoman Ator asked what the dates for the current revenue are based on and Mr. Holland replied that it is projected through this fiscal year. The revenue for last year was about the same as this fiscal year.

Councilwoman Ator stated that she was surprised that in South Miami they charged \$3,000 for residential zoning variances and she believes that the proposed \$350 seems like a lot as well.

Mr. Holland commented that \$350 is approximately the present cost in order to offset the cost for staff time, printing, and the processing time.

To answer Mayor Garcia's question, Mr. Holland responded that a rezoning request would be a present fee of \$500, whether or not it is residential or commercial and proposals go to \$3,000 and \$6,000 which is in keeping with the communities that were canvassed in the County.



Councilwoman Ator asked how the other Counties handle their mailing and publication fees and Mr. Holland replied that most are based on cost recovery. He noted that in the Village of Pinecrest the applicant is responsible for the mailing charge to notify the people in the affected area of the zoning variance.

Councilwoman Ator asked if Miami Springs requires that the letter go to the entire City or just the affected area and Mr. Holland responded that the letter goes to residents in the abutting property. There is a provision in the Charter relative to rezoning that he believes can be done by publication in the newspaper or it can be done by the electorate.

Councilwoman Ator explained that the additional burden is being placed on the applicant because they are responsible for sending the notice to the entire City rather than sending it to the people who are in the affected area so the true cost is not actually reflected on the chart.

Mr. Holland stated that there is a significant labor cost as well though the state law has been somewhat emasculated there is still a procedure that has to be followed that does require a lot of staff time.

Councilwoman Ator asked when the last time was that the City had a rezoning request and Mr. Holland replied that he was uncertain but it may have been with the proposal from Mr. Pino for the property along Curtiss Parkway.

Mayor Garcia asked if Mr. Holland could have all of his recommendations for his fees red lined and brought to the next meeting for Council and Mr. Holland replied in agreement.

# CITY OF MIAMI SPRINGS



Agenda Item No. **3 II**

City Council Meeting of:

8-21-2012

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

## MEMORANDUM

To: Honorable Mayor Garcia and Members of the City Council  
Via: Ronald Gorland, City Manager  
From: James H. Holland, AICP  
Planning and Zoning Director  
Date: August 17, 2012

### RECOMMENDATION: REVENUE ANALYSIS & FEE INCREASES

The attached spreadsheet serves as an analysis of the Planning and Zoning fees assessed by the City of Miami Springs relative to other local jurisdictions. It also contains a recommendation of fee increases and new fees for the upcoming Fiscal Year.

The fees which are presently assessed are limited to those fees for Board of Adjustment and Zoning and Planning Board (plats only) considerations, appeals to the decisions thereof, and rezoning requests. Recommended fee increases for these items are likely to generate an additional \$11,350.00 of revenues within the next Fiscal Year.

Certain proposed new fees are for services currently provided, but are not legally assessed. These include zoning Verification letters, zoning verification pursuant to liquor licenses, and Flood Zone determination letters. Recommended fees for these items are likely to generate an additional \$5,200.00 of revenues during the next Fiscal Year.

The greatest generator of new revenues is the recommended fee for the zoning review of plans submitted for building permits. The City issues approximately 1200 building permits per year. Approximately 2/3 of these are reviewed by zoning; of these reviews, approximately 75% are for residential projects, while 25% are for commercial projects. The recommended amount of zoning review fees is \$100.00 for residential permits and \$200.00 for commercial permits. These amounts are less than the mean amount assessed by the canvassed municipalities. This fee has the potential for generating \$80,000.00 of new revenues per year.

Other new fees are proposed which are unlikely to generate any new revenues within the next Fiscal Year, but may do so in the future. These include fees for Comprehensive Plan amendments, Zoning Code amendments, Modification or release of Covenants, and street or alley vacation.

The total proposed fees within Fiscal Year 2012-2013 are likely to be just under \$100,000.00 (\$99,750). This represents an increase of Planning and Zoning fees of \$97,350.00

Attachment





**Excerpts: 9-10-2012 City Council Regular Meeting**

**10F) Resolution No. 2012-3559 – A Resolution of the City Council of the City of Miami Springs Amending the Current “Schedule of Charges” for Building, Plumbing, Electrical, Mechanical and Other Related Permit Charges or Fees; Effective Date**

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

Attorney Seiden stated that this item also has the Exhibit A and B attachments.

**Councilman Best moved to adopt the resolution. Vice Mayor Lob seconded the motion, which was carried 3-2 on roll call vote with Councilwoman Ator and Mayor Garcia casting the dissenting votes.**

**PLANNING AND ZONING FEES**

(1)	Zoning and Planning Board Application Fees (Sec. 150-103) Residential Commercial *Plus costs of recovery	1,000.00 <2,000.00*> <2500.00*>
(2)	Petition for Zoning Change (Sec. 150-104) ... Residential Commercial *Plus actual accosts of mailing and publication	<3,000.00*> <6,000.00*>
(3)	Applications for Variances (Sec. 150-112)	
	Minimum Fee (Residential)...	100.00 <350.00>
	Minimum Fee (Commercial)...	200.00 <350.00>
	Building Projects under \$10,000...	150.00 <400.00>
	Building Projects over \$10,000 in value (Residential) ...	250.00 <500.00>
	Building Projects over \$10,000 in value (Commercial) ...	500.00 <1,000.00>
(4)	Appeals from Denials of Variance Applications  (Sec. 150-111) .... Residential .... Commercial	100.00 <500.00> 200.00 <600.00>
(5)	Zoning-Permit Review Fee Residential Commercial *Plus 50% of fee for rework after second disapproval	<100.00*> <200.00*>
(6)	Zoning Code Ammendments Residential Commercial	<4,250.00> <4,250.00>
(7)	Comp Plan Ammendments *Plus cost recovery including consultants	<5,000.00*>
(8)	Modification or Release of Covenant	<500.00>
(9)	Street or Alley Vacation Application	<4,000.00>
(10)	Zoning Verification (Liquor License) 2APS 2COP 4COP	<160.00*> <200.00*> <450.00*>

9-10-2012 CCRM

Reso. 2012-3559

**\*Plus \$250.00 for preparation of covenant if applicable (Optional)**

- |      |                                       |          |
|------|---------------------------------------|----------|
| (11) | Zoning Verification-Other Residential | <150.00> |
|      | Commercial                            | <200.00> |
| (12) | FIRM Rate Map Determination Current   | <50.00>  |
|      | Historic                              | <75.00>  |

**G> TREE RELATED FEES**

- |     |                          |           |
|-----|--------------------------|-----------|
| (1) | TREE REMOVAL APPLICATION | <\$35.00> |
|-----|--------------------------|-----------|

**H> SERVICES NOT SPECIFIED IN FEE SCHEDULE**

**The Building Department reserves the right to establish an appropriate fee for any service or item not otherwise provided for in this Schedule of Fees in accordance with the normal and customary charges and fees established by other jurisdictions for such services and items, but, however, subject to final determination by the City Building Official. All permits with a Market Value for the job in excess of \$2,000 shall be charged at the percentage rate for New Construction or Alterations/Repairs and not on the line item basis.**

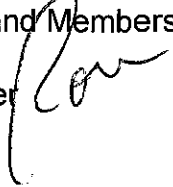


**CITY OF MIAMI SPRINGS**  
City Manager  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5010  
Fax: (305) 805-5040

**Agenda Item No. 10F**

**City Council Meeting of:**

12-9-2013

**TO:** Honorable Mayor Garcia and Members of the City Council  
**FROM:** Ron Gorland, City Manager   
**DATE:** December 4, 2013  
**SUBJECT:** **Circle Closure Discussion**

**RECOMMENDATION:**

Due to concerns voiced by Circle area business owners regarding the financial impact to their business of Circle closings, I am recommending the following procedure for Council consideration:

Circle Closing Guidelines

1. No more than 5 full closures (ex. River Fest., Christmas at the Gazebo, 2 Car Shows, 1 Optimist fund-raiser and 5 partial closings allowed annually
2. Partial/Full Circle closings will be done for major events expecting attendance of 1,000 or more
3. Except for the annual 3 day River Fest and the Christmas at the Gazebo, no closing will last for more than 5 hours
4. Circle area rentals and Circle area events will not normally include Circle closing
5. Events such as the BBQ cook-off, Pumpkin Patch, Relay for Life and Farmer's market will be encouraged to move to Curtiss Pkwy median areas

Any exceptions to the preceding must be approved by Council.





Miami Springs  
Police Department

Memorandum

**To:** Ronald K. Gorland, City Manager

**From:** Peter G. Baan, Chief of Police

A handwritten signature in black ink, appearing to read "Peter G. Baan".

**Subject:** Curtiss Circle Event Closures

**Date:** 07/19/2013

For the past several years, the number of Circle closures to accommodate special events has been increasing. Depending on several factors, the extent and duration of each closure is adjusted. The requirement for police service at these events is also adjusted to comply with the particulars of the event.

Three basic types of closures have been utilized at special events on the Circle. They were designed to insure pedestrian safety, promote the smooth flow of traffic and minimize impact on surrounding businesses. They are:

- Full Circle closure, including closure of the incoming bridge
- Partial closure, with the incoming bridge and northbound Curtiss Pkwy remaining open
- Circle inner lane closure

The factors that affect the type of closure are as follows:

- Type of event
- Number of patrons/participants
- Number of vendors/displays/attractions
- Time of day and day of the week
- Details of food/beverage service

To date, the safety record at Circle events has been excellent. This can be attributed to the prior planning involved and the efforts of the event staff and police personnel at the various events. Since each event brings its own specific set of safety and security requirements, I recommend that the number of Police personnel required and the extent of the closure for each event be based on an evaluation by the Police Administrative Staff. The evaluation will be conducted upon the submission of an event application including the details of each event.

Attachments

**Miami Springs Police Department  
201 Westward Drive  
Miami Springs, FL 33166**

**Memorandum**

**To:** Peter G. Baan, Chief of Police

**From:** Lieutenant Steve Carlisle

*S. Carlisle*

**Subject:** Circle Closures

**Date:** July 16, 2013

Per your request, here is a list of dates and manpower requirements for events held on Curtiss Circle that required any type of lane closure. The information dates back approximately three years and was obtained from files for past events and special event applications. The listed events may not be all inclusive and some events such as the River Cities Festival have been taking place for decades.

**Explanation of types of closures:**

**Full Closure:** All roads leading to the circle area are closed to vehicular traffic and diverted to perimeter streets. This includes the incoming bridge and northbound Curtiss Parkway. This is the closure utilized for the River Cities Festival.

**Car Show Closure:** This is the most popular type of closure used for circle events. The incoming bridge remains open but traffic is diverted at Canal Street and prevented from entering the circle. Northbound Curtiss Parkway also remains open, however all traffic is diverted to the outgoing bridge or South Royal Poinciana Blvd. All other roads entering the circle are closed and traffic is diverted to perimeter streets.

**Inner Lane Closure:** Traffic cones are placed along the inner lane of the circle as a traffic buffer and to slow vehicular traffic around the circle. Police officers or PSA's are utilized to stop traffic and allow pedestrians to safely cross the streets to enter the circle area. This type of closure is used for events held within the confines of the circle itself such as Movie Night.

Events:

January 11, 2011, Car Show Circle Closure	Heart and Soul Music Festival 2 Officers / Off Duty	4pm-11pm
January 13, 2012, Car Show Closure	Alexander Markov Concert 2 Officers / Overtime	6:30pm-9:30pm
January 21, 2012 Car Show Closure	Optimist Club Bar B Q 2 Officers / Off-Duty	7am-9pm 2 PSA's / Schedule Change
February 22, 2011 Car Show Closure	Optimist Club Bar B Q 2 Officers / Off Duty	7am-7pm 2 PSA's / Schedule Change
February 14, 2011 Car Show Closure	Valentines Day Jazz Concert 2 Officers/ Off Duty	(Exact Time Unknown) 2 PSA's / Schedule Change)
March 9, 2013 Car Show Closure	Optimist Club Bar B Q 2 Officers/ Off Duty	7am-9pm 2 PSA's / Schedule Change
March 23, 2013 Inner Lane Closure	Earth Hour / MSSH Anchor Club 2 PSA's / Schedule Change	8:30pm-9:30pm
March 30, 2013 Car Show Closure	Zavier Garcia Re-Election Party 3 Officers / Off Duty	11am-4pm
April (Dates Vary) Full Circle Closure	River Cities Festival Numerous Officers / Various Agencies	Three Day Event
April 27 & 28, 2013 Car Show Closure	American Cancer Society / Cancer Walk 3 Officers / Overtime	12pm-6am 2 PSA's / Schedule Change
May 5 & 6, 2012 Car Show Closure	American Cancer Society / Cancer Walk 6 Officers / Overtime	7am-10am (27 Hrs.) 2 PSA's / Schedule Change
May 29, 2009 Car Show Closure	summertime on The Circle 2 Officers / Overtime	7pm-11pm
June 8, 2013, Car Show Closure	Optimist Club Fishing Tournament 2 Officers / Off Duty	2pm-9pm 2 PSA's / Schedule Change
July 3, 2011- 2013 Car Show Closure	Jumpin Jack Car Show 2 Officers / Overtime	5pm-11pm 2 PSA's / Schedule Change

Note: 2013 closure expanded to full circle closure at last minute due to number of vehicles.

July 6, 2011 Car Show Closure	Optimist Club Fishing Tournament 2 Officers / Off Duty	12pm-11pm 2 PSA's / Schedule Change
July 14, 2012 Car Show Closure	Optimist Club Fishing Tournament 2 Officers / Off Duty	1pm-11pm 2 PSA's / Schedule Change
August 27, 2011 Car Show Closure	Miami Springs 85 <sup>th</sup> Birthday Party 7 Officers / Overtime	3pm-11pm
October 1, 2011 Inner Lane Closure	Kids Karaoke Contest 2 PSA's / Schedule Change	12pm-3pm
October 8, 2011 Car Show Closure	American Cancer Society Cancer Walk 4 Motor Officers / Overtime	7am-11am
December (Dates Vary) Car Show Closure (Yearly Event)	Christmas on the Circle 2 Officers / Overtime	4pm-11pm 2 PSA's / Schedule Change
December (Dates Vary) Car Show Closure (Yearly Event)	Jumpin Jack Car Show 2 Officers / Overtime	5pm-11pm 2 PSA's / Schedule Change
December (Dates Vary) Inner Lane Closure (Christmas Carols, Yearly Event)	Iglesia Bautista Sion Church 2 PSA's / Schedule Change	6pm-9pm
2010 Thru 2012 November to March Inner Lane Closure (Third Friday of Each Month)	Movie Night on the Circle 3 Officers / Off Duty	6:30pm-11:30pm



## Extra Duty at Milam's Market – 80 Curtiss Parkway

**2008** – Nothing Found

**2009** – Nothing Found

**2010**

11/24/10 Charlene Navarro

12/24/10 Charlene Navarro

12/31/10 Cheryl Mulet

**2011**

11/23/11 Jorge Pacheco

12/24/11 Janice Simon

**2012**

4/13/12 Robert Castillo

4/14/12 Andrew Sacasas

11/21/12 Charlene Navarro

12/24/12 Charlene Navarro

**2013**

4/5/13 Jorge Capote

4/6/13 Jorge Capote

Milam's Market – 80 Curtiss Parkway

2008 – Nothing Found

2009 – Nothing Found

2010

11/24/10 Charlene Navarro  
12/24/10 Charlene Navarro  
12/31/10 Cheryl Mulet

2011

11/23/11 Jorge Pacheco - NO  
12/24/11 Janice Simon - NO

2012

4/13/12 Robert Castillo - 2012 SPRINGS RIVER FESTIVAL  
4/14/12 Andrew Sacasas - " " "  
11/21/12 Charlene Navarro - NO  
12/24/12 Charlene Navarro - NO ? - REV LUJO SPANISH BAPTIST CHURCH Christmas Carols  
ON 12-25-12 I WAS OUT OF TOWN IN SW

2013

4/5/13 Jorge Capote 2013 SPRINGS RIVER FESTIVAL  
4/6/13 Jorge Capote " " "

per  
SE  
11-12-11  
SE  
11-12-12  
12-12-12

**Ron Gorland**

---

**From:** Jim Borgmann [jgatormann@gmail.com]  
**Sent:** Friday, July 26, 2013 9:32 PM  
**To:** Ron Gorland  
**Subject:** Fwd: RE: Circle Closings

From Donna.....

----- Forwarded message -----

**From:** "Miami Springs Airport Area Chamber of Commerce" <msaacc@live.com>  
**Date:** Jul 26, 2013 12:52 PM  
**Subject:** RE: Circle Closings  
**To:** "Jim Borgmann" <jgatormann@gmail.com>  
**Cc:**

Firsthand...Johnny's business is significantly compromised, M Salon has expressed dismay, as well as Dharma, Burritoville, Hair by Ingrid (a new business in the Arcade), and, according to one of their employees, Big Tomato is also adversely affected. Part of the complaint seems to be the early closing on a Saturday for an evening event.....

dwb

Donna Wood-Beney

## **MIAMI SPRINGS/AIRPORT AREA CHAMBER OF COMMERCE**

PO BOX 660123 MIAMI SPRINGS, FL 33266 305-508-8080 msaacc.com

*Commerce, Aviation, Industry....Chamber Membership Is Good Business!*

---

**Date:** Thu, 25 Jul 2013 17:28:33 -0400  
**Subject:** Fwd: Circle Closings  
**From:** jgatormann@gmail.com  
**To:** msaacc@live.com

Donna, have you heard anything?

----- Forwarded message -----

**From:** "Ron Gorland" <gorlandr@miamisprings-fl.gov>  
**Date:** Jul 24, 2013 9:02 AM  
**Subject:** Circle Closings

City Council Meeting of:

12-9-2013

**Excerpts: 10-14-2013 City Council Regular Meeting**

**10I) Consideration of Scheduling a Workshop or Special Meeting to Address Proposed Changes to the City Code of Ordinances**

City Manager Gorland read the memo in its entirety.

**Vice Mayor Bain moved to schedule a Code Workshop meeting after the first regular meeting in January 2014. Councilman Lob seconded the motion.**

Mayor Garcia requested that City Manager Gorland provide a list to Council of his recommended changes.

The Administration will bring back an updated list of codes to be revised prior to the meeting.

Mr. Ziadie commented that the most critical of the codes is commercial vehicles.

Discussion ensued regarding an issue with someone leaving trash in the swale area of the tennis court. Mayor Garcia asked the Administration to install a sign in that area advising the residents to not put trash in the swale.

City Attorney Seiden commented that Council needs to have a discussion on whether they believe there is an issue with signage and what they would be willing to allow and not allow.

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