CITY OF MIAMI SPRINGS, FLORIDA

Mayor Zavier M. Garcia

Vice Mayor Billy Bain | **Councilman Bob Best**
Councilwoman Roslyn Buckner | **Councilman Jaime Petralanda**

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

CITY COUNCIL REGULAR MEETING AGENDA
Monday, January 11, 2016 – 7:00 p.m.
City Hall, Council Chambers, 201 Westward Drive

1. Call to Order/Roll Call

2. Invocation: Vice Mayor Bain

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

3. Awards & Presentations:

A) Presentation of Certificate of Sincere Appreciation Plaque to Police Captain Jonathan Kahn in Recognition of 36 Years of Dedicated Service to the City of Miami Springs

B) Presentation of Certificate of Sincere Appreciation Plaque to Police Lieutenant Randall J. Walker, Jr. in Recognition of 36 Years of Dedicated Service to the City of Miami Springs

C) Swearing in Ceremony for newly hired Miami Springs Police Officer Eliezer Lopez

D) Promotion of Miami Springs Police; Captain, Lieutenant, Sergeant

E) Proclamation presentation to "Pioneer" Betty Barnette Roper on her 90th Birthday

F) Yard of the Month Award for January 2016 – 69 Hunting Lodge Drive – Armando Lapido

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) December 14, 2015 – Regular Meeting

6. Reports from Boards & Commissions:

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Board of Appeals – Case # 18-V-15
Kathie and Martin L. Marquez – 401 Hunting Lodge Drive
Zoning: R-1B
Lot Size: 8,159 Sq. Ft

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

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7. Public Hearings: None.

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

A) Approval of City Attorney's Invoice for December 2015 in the Amount of $12,953.25

B) Recommendation by the Police Department that Council award a Bid to Don Reid Ford, Inc., utilizing Florida Sheriffs Association Bid Award Announcement #15-23-0904 in the amount of $113,356.00, for four (4) 2016 Ford Police Interceptor Utility AWD (K8A) vehicles, as these funds were approved in the FY15/16 Budget pursuant to Section 31.11 (E)(5) of the City Code

C) Recommendation by the Police Department that Council award a Bid to Signal Technology Enterprises, Inc., utilizing (piggybacking) City of Miami Bid No. 270252 (16) in the amount of $25,325.18, for emergency equipment and installation for the four new 2016 For Police Interceptor Utility AWD (K8A) vehicles, as these funds were approved in the FY15/16 Budget pursuant to Section 31.11 (E)(5) of the City Code

9. Old Business:

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

B) Presentation from Alfredo and Pavlina Alea of additional designs per Council's request for entry column for New Aquatic Facility

10. New Business:

A) Request from Elaine Martin for the partial closure of the circle for the Relay for Life event in March

B) Recommendation by Finance that Council authorize the execution of an agreement with Waterfront Property Services, LLC d/b/a Gator Dredging, piggybacking with the City of Fort Lauderdale utilizing contract #233-11070 (attached), in the amount of $500,000.00, for Phase I - North Esplanade Canal (beginning at North Royal Poinciana Blvd. heading south and ending at Westward Drive) of the Canal Bank Restoration Project, to stabilize the collapsing embankments and construct a more permanent solution to dilapidating canal banks as funds were made available through the State of Florida, DEP, Division of Water Restoration Assistance (on a cost reimbursement basis with no match requirement) which were approved by Council on the December 14th, 2015 meeting

11. Other Business: None.

12. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

13. Adjourn

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

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

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

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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.

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

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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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Proclamation

By the Mayor of the City of Miami Springs

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

***WHEREAS**, Betty Barnette Roper first moved to Miami Springs in 1945 where she rented a home on the 600 block of South Drive; and,*

***WHEREAS**, she then bought her home at 561 Glen Drive and has been a resident of Miami Springs for 68 years; and,*

***WHEREAS**, on May 10, 1993, Betty was awarded the Pioneer Resident Award by the Historic Preservation Board; and,*

***WHEREAS**, was born on December 5, 1925 and recently celebrated her 90th birthday; and,*

***WHEREAS**, the City Council and citizens of Miami Springs honor a longtime resident and recognize her outstanding service to the community and extend best wishes on her 90th birthday,*

***NOW, THEREFORE**, I, Zavier M. Garcia, Mayor of the City of Miami Springs, Florida, do hereby proclaim January 11, 2016 as*

"BETTY BARNETTE ROPER DAY"

in Miami Springs and in observance thereof, I call upon the citizens of Miami Springs to join me in celebrating and recognizing Betty Barnette Roper on this very special occasion.

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Miami Springs, Florida to be affixed this 11th day of January, 2016.*

_____
Zavier M. Garcia
Mayor

ATTEST:

_____
Erika Gonzalez-Santamaria, MMC
City Clerk

CERTIFICATE OF RECOGNITION

Presented to

Armando Lapido

Of

69 hunting Lodge Drive

for her home being designated as

"YARD OF THE MONTH"
JANUARY, 2016

Presented this 11th day of January, 2016.

CITY OF MIAMI SPRINGS, FLORIDA

Zavier M. Garcia
Mayor

ATTEST:

Erika Gonzalez-Santamaria, MMC
City Clerk

City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes
Monday, December 14, 2015 7:00 p.m.

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

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

Present were the following:

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

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

2. Invocation: Offered by Councilman Best

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

3. Awards & Presentations:

A) Recognizing the Miami Springs Little League Lighting 12U Travel Softball Team for winning USSSA Weston Fall Classic

Mayor Garcia recognized the Softball Team and coaches for their successful winning season.

B) Yard of the Month Award for December 2015 – 140 Apache Street – Maria Puyada

Maria Puyada was present to receive the Certificate of Recognition from Mayor Garcia.

C) Swearing in Ceremony for newly hired Miami Springs Police Officers Edwin J. Dominguez and Adonys Llorens

After welcoming remarks, Chief of Police Armando Guzman administered the Oath of Office to Police Officers Edwin J. Dominguez and Adonys Llorens.

D) Presentation by Carlos Migoya on Jackson West Project

Mr. Migoya provided an oral presentation and a PowerPoint on the upcoming Jackson West project in Doral. He explained that the new facility will be a children's outpatient clinic, a free-standing emergency room and urgent care center, physician clinics and other medical facilities. He noted that the population growth of this area led to the new vacant land purchase to medically serve the surrounding region.

4. Open Forum:

The following members of the public addressed the City Council: Tony Lima, 841 Wren Avenue; Santiago D. Echemendia, 200 South Biscayne Boulevard.

5. Approval of Council Minutes:

A) November 9, 2015 – Regular Meeting

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

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

7. Public Hearings:

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

The City Attorney read the Ordinance by title.

Mayor Garcia opened the public hearing. There were no speakers. The Mayor closed the public hearing.

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

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

A) Approval of City Attorney's Invoice for November 2015 in the Amount of $11,556.00

B) Recommendation by Building & Code Compliance that Council authorize the issuance and/or execution of a contract to Advance Data Solutions, utilizing State of

Florida contract #973-561-010-1 (attached), in an amount not to exceed $20,000.00 for the scanning of all building street files, which includes permits and plans in the Building Department, as funds were budgeted in the FY 15/16 Budget pursuant to Section 31.11 (E)(5) of the City Code

C) Recommendation by Finance that Council approve an expenditure to Jumpin' Jack Productions in the amount of $1,500.00, for the December 2015 Classic Car Show at the Circle as funds were approved in the FY 15/16 Budget

D) Recommendation by Finance that Council approve an expenditure to the River Cities Festival in the amount of $7,500.00, for the 2016 River Cities Festival as funds were approved in the FY 15/16 Budget

The City Manager read all items by title for the record.

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

9. Old Business:

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

Mayor Garcia appointed Alejandro Gonzalez to the Board of Adjustment. There were no more appointments at this time.

B) Discussion of status of Suco Election Litigation

City Attorney Seiden advised the City Council that according to the Miami-Dade Court system, the litigation case between Mr. Suco and the City is closed. He stated that he and the City Clerk will propose new legislation for the January 28th Council Meeting concerning the collection of petition signatures.

C) Initiation of Strategic Plan Review

Assistant City Manager/Finance Director provided background information on the current strategic plan. It was the general consensus of the Council to have the department heads review and update the information, and then present an update to Council.

10. New Business:

A) Curtiss Mansion LAP Agreement - Approval of Resolution authorizing execution of the LAP agreement for the Curtiss Mansion Trailhead Project (parking lot/driveway)

The City Attorney read the Resolution by title.

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

B) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Fifth Budget Amendment To The FY 2014-2015 Budget; By Increasing The General Fund Budget And The Special Revenue And Capital Projects Budget By Recording Various Expenses And Payments To Be Made By The City; Providing Intent; Specifying Compliance With Budgetary Processes And Procedures; Effective Date

The City Attorney read the Resolution by title.

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

C) Resolution – 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

The City Attorney read the Resolution by title.

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

D) Discussion and recommendation regarding Prince Field Playground alternatives

After much discussion on the issue, Vice Mayor Bain made a motion to shut down the Tot Lot at Prince Field Park immediately due to unsafe conditions. Councilwoman Buckner seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

Discussion ensued, Vice Mayor Bain made a motion to tear down the Tot Lot at Prince Field Park with exception to salvageable pieces. Councilwoman Buckner seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

E) Request by Kathie and Martin Marquez for scheduling of a date for their Board of Appeals hearing

Vice Mayor Bain moved to schedule the Board of Appeals hearing for January 11th. Councilman Best seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilman Petralanda and Mayor Garcia voting Yes; Councilwoman Buckner voting No.

F) Selection of Artist via Arts in Public Places process for our Aquatic Facility

Lynn Brooks, Chair of the Arts in Public Places Ad Hoc Committee, introduced the two finalists selected by the board for the Council's consideration.

The first finalist, Alfredo and Pavlina Alea, provided a visual presentation on their proposed designs for the Aquatic Facility.

The second finalist, Carlos Augusto Pereira, provided a visual and 3D presentation on his proposed designs for the Aquatic Facility.

After brief discussion, the Mayor requested that the Council take a ballot vote to select the artist. Each Council Member wrote down the artist of their choice along with their names in order to identify how each member voted.

The following Ballot votes were made:

Vice Mayor Bain, Councilman Petralanda, and Mayor Garcia voted for Pavlina and Alfredo Alea (Presentation #1).

Councilman Best and Councilwoman Buckner voted for Carlos Augusto Periera (Presentation #2).

Pavlina and Alfredo Alea (Presentation #1) won the Ballot vote.

G) Recommendation by Finance that Council authorize the execution of an agreement between the State of Florida, Department of Environmental Protection, Division of Water Restoration Assistance, in the amount of $500,000.00 on a cost reimbursement basis with no math requirement, to conduct a study of the Melrose and Esplanade drainage canal bank erosion problems, design solutions and implement stabilization to remediate embankment collapse and resulting negative impact on flow, roads, trees and vegetation.

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

H) Recommendation by Finance that Council approve exercising our second option year of the contract with Alberni, Caballero & Fierman, LLP, in the amount of $34,000.00, for external auditing services as funds were budgeted in the FY15/16 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract awarded under the City's RFP#02-12/13

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

I) Recommendation by Police that Council approve the Mutual Aid Agreement to participate in the South Florida Money Laundering Strike Force

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

J) Request for Council to provide direction for Code Compliance enforcement of current applicable codes regarding swale/tree decorations

Code Compliance Officer Lourdes Taveras addressed the Council. She presented photographs of the various swales in question that pose a hazard to residents and vehicles.

After some discussion, Vice Mayor Bain moved to immediately remove hazardous items from City property and swales and allow Code Compliance to educate and advise homeowners to not place anything other than what is allowed by the City Code on City property and swales. Councilwoman Buckner seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

10. Other Business:

A) FY 2014-2015 Fourth Quarter Budget Status Update (Unaudited)

Assistant City Manager/Finance Director William Alonso provided a brief update on the FY 2014-2015 budget. He stated the City ended the year with a surplus of $124,156. He also went on to explain the status of reserves and the general fund balance.

B) Consideration of Cancelling/Rescheduling the Regular Council meeting of Monday, December 28th

Vice Mayor Bain moved to cancel the December 28th Council Meeting. Councilwoman Buckner seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bain, Councilman Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.

11. Reports & Recommendations:

A) City Attorney

The City Attorney had nothing to report at this time.

B) City Manager

City Manager Gorland wished everyone a happy holiday.

C) City Council

Councilwoman Buckner reported on the senior holiday party and wished everyone a happy holiday.

Councilman Petralanda wished everyone a happy holiday.

Vice Mayor Best wished everyone a happy holiday.

Councilman Bain also reported on the great senior holiday event. He also stated that there should be an appointment or some type of scheduling through the Police Department in order to access the boat ramp. He also wished everyone a happy holiday.

Mayor Garcia thanked the Softball team for their efforts and success. He also stated that his daughter, Alexa, has been playing varsity soccer for the high school and has been a great success on the team. He wished everyone a happy holiday.

13. Adjourn

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

Respectfully submitted:

_____
Erika Gonzalez-Santamaria, MMC
City Clerk

Adopted by the City Council on
This 11th day of January, 2016.

_____
Zavier M. Garcia, Mayor

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

BOARD OF APPEALS

MONDAY, JANUARY 11, 2016

7:00 P.M.

CITY HALL - COUNCIL CHAMBERS

BOARD OF APPEALS

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Zavier M. Garcia

Vice Mayor Bain
Councilwoman Buckner

Councilman Best
Councilman Petralanda

AGENDA
Regular Meeting
Monday, January 11, 2016
7:00 p.m.

1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF MINUTES OF REGULAR MEETING

   A) June 8, 2015

3. NEW BUSINESS

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

   Applicants are seeking a variance in order to enlarge an existing single family house.

4. OTHER BUSINESS

   None.

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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.

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City of Miami Springs, Florida

The Miami Springs **City Council** met in regular session, Monday, June 8, 2015, and during the meeting sat as the **Board of Appeals.** The meetings were held in the Council Chambers at City Hall, beginning at 7:00 p.m. On **ROLL CALL** the following were present:

1) CALL TO ORDER AND ROLL CALL

The meeting was called to order at 7:12 p.m.

The following were present:	Mayor Zavier M. Garcia Vice Mayor Bob Best Councilman Bain Councilwoman Roslyn Buckner Councilman Jaime A. Petralanda
Also Present:	City Manager Ronald K. Gorland Assistant City Manager/Finance Director William Alonso City Attorney Jan K. Seiden Planning and Zoning Director Jim Holland City Clerk Erika Gonzalez-Santamaria, CMC

Sitting as the **Board of Appeals**, Council took the following actions:

2) MINUTES OF REGULAR MEETING:

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

Councilman Bain made a motion to approve the minutes. Councilman Petralanda seconded the motion, which was carried 3-0 on roll call vote. Vice Mayor Best and Councilwoman Buckner abstained from voting since they were not on the Board at the time.

3) NEW BUSINESS:

A) Case # 01-V-15
BEATRIZ MARTA ANGELUCCI
372 PAYNE DRIVE
Zoning: R1-C
Lot Size: 12,025 SQ. FT.

Applicant is seeking an after-the-fact variance from Section 150-043 to retain a pergola with an outdoor kitchen located in the required side yard setback as follows:

1. Requests variance from Section 150-043 (E)(1) to waive 5'11" of the minimum required side yard setback of 6'6". (Side yard setback of 7" proposed).

Planning and Zoning Director Heid read his recommendation.

Councilman Petralanda asked if there has ever been a variance such as this one that was granted and City Attorney Seiden replied that the Planning and Zoning Director has been employed with the City for a short time and he has worked with the Board for a long time and can say that a variance of this nature has never been granted.

Councilwoman Buckner asked if there was any other work being done at the same time this pergola was being built and Planning and Zoning Director Heid replied that he is unaware of any other work. The only work that was brought to his attention by Code Compliance was the pergola.

Councilman Petralanda stated that he went and visited the home and questioned if it was an issue that he did that and City Attorney Seiden replied that sitting as the Board of Appeals, Council should not discuss the case with the applicant and should only be relying upon the packet of documents. It is not devastating to the case but he is glad that Councilman Petralanda disclosed it.

Vice Mayor Best stated that he drove by the home but did not get out of his car. He asked what the applicant will have to do if this variance is denied and City Attorney Seiden replied that it will have to be removed.

City Attorney Seiden commented that as shown in the verbatim Board of Adjustment minutes, the homeowners originally stated that they did the work but when Planning and Zoning Director Heid visited the site the homeowners admitted that they hired contractors to do the work. A contractor certainly has to know that permits are required for electrical and water. The bigger issue is the precedence that would be created if this variance were to be granted.

Councilman Petralanda asked how long the resident would have to remove the structure and City Attorney Seiden replied that Council can make a reasonable determination.

To answer Councilman Bain's question, City Attorney Seiden said that the City has a deterrent in place which is a Code Enforcement case. If this case had not been appealed, the Code Enforcement would enter an order asking the homeowner to remove it pursuant to the Code. The deterrent factor does not go to allowing someone to buy off the violation.

Councilman Bain asked when this structure was built and Planning and Zoning Director Heid replied that it was built approximately a year ago.

Mayor Garcia asked what happens if the applicant does not remove the structure within the given time period and City Attorney Seiden replied that the City can take action in a number of different ways and if needed, the City can file a lawsuit.

To answer Councilman Bain's question, Mr. Labardi, son of the homeowner of 372 Payne Drive, stated that the structure was built approximately in April of last year and he received the violation notice a month after.

Mr. Labardi apologized for the issue. He was unaware that he needed a permit. The reason why he wanted Council to see the pergola was because its location is the only place where he can have it in his yard where it can be enjoyed since he lives on a lake. He requested a list of variances similar to his case over the last two years that shows nine cases that were approved. He mentioned a variance for 1095 Raven Avenue that was very similar to his that was approved.

Councilwoman Buckner asked if the contractors who built the pool were the same contractors that built the pergola and Mr. Labardi replied that they were different contractors.

Councilman Petralanda asked if the contractors that built the pergola were licensed and Mr. Labardi said that he does not believe they have a license and that he did not ask him.

Mr. Labardi stated that the neighbor that is directly affected is present and he also has letters of acceptance from surrounding neighbors.

To answer Councilman Bain's question, City Attorney Seiden said that if the applicant would have brought this before the Board of Adjustment before it was built and ask that it be built on the property line, it would have never been granted.

Councilman Bain asked if City Attorney Seiden was aware of the variance at 1095 Raven Avenue and City Attorney Seiden replied that he is not. If Council believes that it is relevant then the City would have to have time to review it and bring it back to Council. He advised Council that there is no precedent like this variance.

Mayor Garcia asked if it would be an issue if a resident came to a Council member regarding a Code violation before it comes to the appeals Board and City Attorney Seiden replied that Council can speak to their constituents about it but if someone receives a violation and attempts to contact a Council member about it, the proper course of action would be to consult the City Manager to get more information regarding the violation. Council should hear the City's position about the case before they get to involved.

Mayor Garcia expected that to be the answer and stated with all due respect to everyone, Council is the representative of the residents. He viewed the home when the applicant first received the violation and spoke with the applicant and then sent the information to the City Manager. He does not want Council thinking that they cannot speak to a resident when they receive a phone call.

City Attorney Seiden explained that Council can speak to a resident but discussions of the cases need to be handled administratively.

City Attorney Seiden commented on the variance for 1095 Raven Avenue and stated that the applicant was asking for a one foot variance and was not anywhere near the property line and was for a roof overhang which is not relevant to this case.

Vice Mayor Best asked how long Mr. Labardi's mother has owned the home and he replied approximately two years.

Vice Mayor Best asked if the applicant ever had to pull a permit before for upgrades to the property and Mr. Labardi said that they needed a permit for the pool.

Vice Mayor Best questioned why they would go through the process for the pool but not for the pergola.

Vice Mayor Best asked if the contractors or architect ever questioned the fact that this structure would needs permits and Mr. Labardi said that they did not say anything to him.

City Attorney Seiden clarified that Mr. Labardi did not have an architect.

Councilwoman Buckner asked where the surveys came from and Mr. Labardi replied that after the fact, he hired an architect and an engineer to approve everything.

Discussion ensued regarding what would need to be done if this were to be granted. The structure would need to be legalized as best as possible if this were to be granted.

To answer Councilman Bain's question, Planning and Zoning Director Heid stated that the slab can remain but anything under the slab such as utilities would need to be cut off back at the source.

City Attorney Seiden clarified that anything above ground will have to be removed. The applicant can do whatever he wanted after this is solved. Whether the Board would grant him a variance for the side yard would depend upon whether there is a hardship on the property without it being there and right now there is no hardship.

Vice Mayor Best made a motion to deny the request for variance and uphold the decision taken by the Board of Adjustment. Councilman Petralanda seconded the motion which was carried 3-2 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Buckner, and Councilman Petralanda voting yes and Councilman Bain and Mayor Garcia voting no.

City Attorney Seiden explained that the applicant has the right to appeal to the circuit court and will have to secure an attorney if he chooses to do so.

Mayor Garcia passed the gavel to Councilman Bain.

Mayor Garcia made a motion to give the applicant six months to remove the structure. Councilman Bain seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilwoman Buckner, Councilman Petralanda, and Mayor Garcia voting yes.

4) OTHER BUSINESS

None.

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5) ADJOURNMENT

There was no additional business to be considered by the Council sitting as the Board of Appeals and the meeting was adjourned at 8:04 p.m. to the Council Regular Meeting.

Respectfully submitted,

_____
Erika Gonzalez-Santamaria, CMC
City Clerk

Approved as _____during meeting of: _____

Transcribed from tape by Elora R. Sakal.

CITY OF MIAMI SPRINGS PLANNING DEPARTMENT

201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5030
Fax: (305) 805-5036

MEMORANDUM

TO: Board of Appeals

FROM: Christopher Heid, City Planner

DATE: January 11, 2016

SUBJECT: Application for Variance

CASE # 18-V-15

APPLICANT: Kathie and Martin Marquez

ADDRESS: 401 Hunting Lodge Drive

ZONING DISTRICT: R-1B, Single Family Residential

REQUEST: The applicant is seeking variances from Section 150-042 and 150-002 in order to construct a new single family house, replacing an existing house, which would be demolished, as follows:

1. Requests variance from Section 150-042(D) to waive 5'6" (five foot six inches) of the minimum required front yard setback of 30' (thirty feet). (Continuation of an existing non-conforming front yard setback of 24'6" (twenty four feet six inches) proposed).

2. Requests variance from Section 150-042(E) to waive 12' (twelve foot) of the minimum required north (corner) side yard setback of 15' (fifteen feet). (3' (three foot) north (corner) side yard setback proposed).

3. Requests variance from Section 150-042(F) to waive 18'4" (eighteen four four inches) of the minimum required rear yard setback of 25' (twenty five feet). (Continuation of an existing non-conforming rear yard setback of 6'8" (six feet eight inches) proposed).

4. Requests variance from Section 150-002 (C)(79)(b) to waive 21'4" (twenty one feet four inches) of the minimum required setback of 22' (twenty two feet) for a staircase in the rear yard. (8" (eight inch) setback proposed).

5. Requests variance from Section 150-010 (A) to waive the minimum roof pitch of two and one half inches rise per foot. (Flat roof proposed).

HISTORY: This request was heard by the Board of Adjustment at the meeting of November 2, 2015. Staff had recommended approval of the variances, but the request was denied by the Board by a vote of 2-1.

THE PROPERTY: The property is irregularly shaped, with frontage on three streets, Hunting Lodge Dive, Navajo Street, and Payne Drive, and has a total lot area of 8,159 square feet. The front yard, on Navajo Street is a semi-circle.

THE PROJECT: The project essentially involves the replacement of the existing house with a new structure that meets the previous non-conforming setbacks. The exception is the garage, which would extend well into the north side yard setback in the northwest corner of the property.

The house would be designed in a contemporary take on the traditional Pueblo style, with textured stucco, irregular parapet, simulated wood vigas, scuppers to drain the roof, a belfry, and a flat roof. The parapet is taller than any rooftop equipment, effectively screening it from ground view of surrounding properties.

ANALYSIS: Although five variances are requested, most of them are meeting the currently existing non-conforming setbacks, and only slightly enlarge the existing house. In addition, this is a particularly difficult lot, with three street frontages and a rounded corner.

Also, it is encouraging to see a house designed in the Pueblo style, albeit with contemporary flourishes, the very style on which the City was established.

RECOMMENDATION: It is recommended that the request for variance be approved, subject to the following condition:

1. Any variances granted either by the Board of Adjustment or by the City Council shall be null and void if the applicant does not obtain a building permit and commence construction within one year of the date of the granting of the variance. If unusual circumstances exist, the variance may be extended by the Board of Adjustment or the City Council, whichever granted the variance, for an additional six-month period. No extensions beyond the time periods specified above are authorized.

City of Miami Springs, Florida

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

1) Call to Order/Roll Call

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

The following were present:	Chairman Manuel Pérez-Vichot Vice Chair Ernie Aloma Juan Molina
Absent:	Bill Tallman Bob Calvert
Also present:	City Attorney Jan K. Seiden Planning and Zoning Director Chris Heid Board Secretary Elora R. Sakal Administrative Assistant I, Juan D. Garcia

2) Approval of Minutes

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

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

3) Swearing In:

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

4) New Business:

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

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

Both applicants chose to move forward with their cases.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5) Old Business: None.

6) Adjournment

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

Respectfully submitted:

_____
Elora R. Sakal
Board Secretary

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

_____
Manny Perez-Vichot, Chair

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

****

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

****

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

Planning and Zoning Director: This is in the R-1B, single family residential District. The applicant is seeking variances from Section 150-042 and 150-002 in order to construct a new single family house, replacing an existing house, which would be demolished, as follows:

1. Requests variance from Section 150-042(D) to waive 5'6" (five foot six inches) of the minimum required front yard setback of 30' (thirty feet). Continuation of an existing non-conforming front yard setback of 24'6" (twenty four feet six inches) is proposed.

2. Requests variance from Section 150-042(E) to waive 12' (twelve foot) of the minimum required north corner side yard setback of 15' (fifteen feet). (3' (three foot) north corner side yard setback proposed.

3. Requests variance from Section 150-042(F) to waive 18'4" (eighteen four four inches) of the minimum required rear yard setback of 25' (twenty five feet). Continuation of an existing non-conforming rear yard setback of 6'8" (six feet eight inches) proposed.

4. Requests variance from Section 150-002 (C)(79)(b) to waive 21'4" (twenty one feet four inches) of the minimum required setback of 22' (twenty two feet) for a staircase in the rear yard. 8" (eight inch) setback proposed.

5. Requests variance from Section 150-010 (A) to waive the minimum roof pitch of two and one half inches rise per foot. A flat roof is proposed.

Chair Pérez-Vichot: Chris, on the flat roof issue, the code has not changed right?

Planning and Zoning Director: It has not yet but we are in the process of working on code revisions.

Chair Pérez-Vichot: For the time being it is still a pitch roof. It does not allow a flat roof.

Planning and Zoning Director: That is correct.

Board Member Aloma: But I think in this case, because he has a parapet around it, it is sort of an irrelevant point. The past rule was that it would not be visible, but now we are hiding it so...

Planning and Zoning Director: But this is why we are changing it. What people were doing who wanted a modern look on a house was building a house with a two and half, two and a half and twelve pitch and then hiding it behind a parapet. My thinking is, why make them go through that if you can't see it and they are hiding with a parapet? Just let them do a flat roof.

Board Member Aloma: I agree. It is totally aesthetic.

Planning and Zoning Director: It also creates a drainage problem when you have the two and a half and twelve draining into a continuous parapet. You've got to get involved in scuppers and drainage systems. It's a lot more complicated.

Board Member Aloma: The rendering has the scuppers on the a… not the scuppers, the drainage

Chair Pérez-Vichot: You still need the scuppers, because you got a quarter inch pitch per foot.

City Attorney Seiden: Let him finish his…

Chair Pérez-Vichot: Oh yea, please.

Planning and Zoning Director: The project essentially involves the replacement of the existing house with a new structure that meets the previous non-conforming setbacks. The exception is the garage, which would extend well in the north side yard setback in the northwest corner of the property. The house is designed in a contemporary take on the traditional Pueblo style, with textured stucco, irregular parapet, simulated wood vigas, scuppers to drain the roof, a belfry, and a flat roof. The parapet is taller than any rooftop equipment, effectively screening it from ground view of surrounding properties. Um, although five variances are requested, most of them are meeting the currently existing non-conforming setbacks, and only slightly enlarged the exisiting house. In addition, this is a particularly difficult lot to develop, with three street frontages and a rounded corner. It is also, as I've noted in the staff report, very encouraging to me to see a house designed in the Pueblo style, albeit with a contemporary flare to it, but that was our roots and it is nice to see. Um, and I have recommended favorably with the…

Planning and Zoning Director: I only have one page. You have yours?

City Attorney Seiden: No.

Planning and Zoning Director: Does anybody…

Chair Pérez-Vichot: I have it here. Your recommendation?

Planning and Zoning Director: Yea, no I just wanted to say that we recommended favorably with… it's not here either.

Board member Molina: Is it my copy?

City Attorney Seiden: It is not on my copy. You wrote it somewhere. Tell us what it was.

Planning and Zoning Director: I don't know. I don't have it.

City Attorney Seiden: Something about the garage?

Planning and Zoning Director: Yea, but I thought there was another one. Were there others besides the timeframe?

Martin Marquez: You had mentioned, excuse me. Martin Marquez, 401 Hunting Lodge Drive…

Planning and Zoning Director: That I am going to add, but is that the only one?

Martin Marquez: That was the only one and I am okay with that condition.

Planning and Zoning Director: So, and I did want to add a second condition. That the garage not be permitted to be enclosed as a living space, it must remain a garage.

Martin Marquez: That can be a covenant. That doesn't...

Planning and Zoning Director: With those two conditions I recommend favorably.

Chair Pérez-Vichot: I myself, I do not have a problem with the flat roof. It could be modern and beautiful. It can be pueblo and beautiful. We are not a design board. And, so if our code does not allow a flat roof, and it might change from what I hear – it is changing, so I don't think you will have a problem council granting that variance. But I have a difficult time recommending something that is clearly not, at this moment anyway, in our zoning book. We are distancing ourselves from the zoning book, which is the basis for any decision we make. Having said that, you have a difficult site, no question about it. It's an improvement, definitely, over what is there now. There are a lot of pluses. Now, it would be disrespectful for me to tell you how to design your house, but I think and I see here you've got a blank... you are pretty much starting off with a blank piece of property. In other words, you're gutting what is there now. So you can pretty much do anything you want. And I can see where you have a hardship here with two street sides, that doesn't help. But on the South side you're exceeding the requirement, but on the North side your short. In other words on the South side you're providing 20' (twenty feet) when 15' (fifteen feet) is required...

Martin Marquez: On the South side.

Chair Pérez-Vichot: On the South side, right?

Martin Marquez: Okay.

Chair Pérez-Vichot: So, 15' (fifteen feet) is required and you're providing 20' (twenty feet). You're providing 5' (five feet) more than what's required.

Martin Marquez: Yea, that's all of...

Chair Pérez-Vichot: But on the North side you're short about – your required 15' (fifteen feet) – you're providing on the North side... your short there, because of the garage.

Martin Marquez: That's because of the garage, and the house next to us has done...

Chair Pérez-Vichot: Well the garage, mainly the garage. If even though for the garage, you would be in compliance, pretty much in compliance on the North side.

Martin Marquez: Yea, pretty much. Yea, pretty much.

Chair Pérez-Vichot: So in other words, you chose to build a garage. It's not a necessity and in many times it turns into a storage room, not a garage.

Martin Marquez: That's true.

Chair Pérez-Vichot: So that, I have a problem with that. The front, again – the site is small, definitely. In other words, it's tough to fit that many square feet on that particular site. But I don't really see an effort to even come close to comply with some of those variances, like I say, on the side, the North and the South side.

Martin Marquez: Yea, the difference is not big enough to have a garage. So, it's either have a garage or don't have a garage and obviously, you know, that's the decision. And that is what we are requesting.

Chair Pérez-Vichot: That's the question. And then obviously on the rear, you're like what, 8' (eight feet)? That will be on the, ugh... you're 6'8 (six feet, eight inches) when 25' (twenty five feet) is required. So that is really tight there.

Martin Marquez: Yea, that's the existing setback too.

Chair Pérez-Vichot: But there is not existing setback because once you remove your house, it's gone. I mean, we've had driveways, when they're removed; the new one needs to comply. Once you've removed what is there you have a blank piece of paper to work with. Those are my concerns. I will leave it up to the board to make their comments and Mr. Marquez can obviously reply or anyone else in the audience can pick up on this, but those are my main concerns. I do appreciate the replacing of an existing older home with a new one. I do recognize the difficulty of the site. I think when it comes to the front we are giving you the maximum, right Chris? Not really following the curb, but we are giving him the maximum distance for setback.

Planning and Zoning Director: That's correct.

Chair Pérez-Vichot: And I think that is fair. So, having said that, I will open for other comments.

Martin Marquez: Any other questions, before I sit down?

Board Member Aloma: Did we get any other correspondence, other than his petition?

Planning and Zoning Director: The petitions are the... Oh, we actually did get a letter today from one of the neighbors supporting it as well in addition to the petitions.

Martin Marquez: I was surprised at the amount of people that really wanted the adobe style architecture. That was very exciting.

Chair Pérez-Vichot: Mr. Marquez I did notice that some of those people had like three or four from the same address.

Martin Marquez: I just went around to the... Every house that was adjacent to ours, we've got them all covered.

Chair Pérez-Vichot: Right, right, so three or four. Some of them were three, some of them were two.

Martin Marquez: Well we like to get the husband and the wife. They obviously own the property so...

Chair Pérez-Vichot: That's okay. This is not like a popularity type of thing...

Martin Marquez: No, No we just tried to get all the properties.

Chair Pérez-Vichot: We have to review our code. We only make recommendations. If it is in line with our code obviously we recommend approval, if it is not, I cannot bring myself to recommend approval.

Martin Marquez: I understand.

Planning and Zoning Director: By the way I meant to point out that I also... Mr. Marquez also submitted a footprint that shoes the existing house in the red, overlaid with the proposed house in the shaded area...

Board Member Aloma: I didn't get that one.

Chair Pérez-Vichot: Yea we have that one.

Planning and Zoning Director: To show that it's...

Board Member Aloma: In this packet?

Chair Pérez-Vichot: What happened was, I think I got a hard print on some of the...

Planning and Zoning Director: It came later.

City Attorney Seiden: Elora do you have a copy of this?

Administrative Assistant Garcia: Yea.

City Attorney Seiden: Okay.

Chair Pérez-Vichot: Okay. Motion?

Board Member Molina: I am not going to move.

Board Member Aloma: I have a motion to disapprove the variance as requested.

City Attorney Seiden: If you're going to do that then please be specific as to why?

Board Member Aloma: No, I mean I share the same. As we discussed in the last meeting, this is a brand new lot as far as once you get over demolishing it, then obviously if we don't make an effort to try to make it fit within the rules then... but it is a blank canvas and that's my opinion.

Chair Pérez-Vichot: Do we have a second?

Board Member Molina: I second.

City Attorney Seiden: Maybe people in the audience would...

Chair Pérez-Vichot: Yes, please. So then we will...

Board Member Molina: Are there people in the audience that want to speak?

Chair Pérez-Vichot: Nobody?

Secretary Sakal: Should the motion... Should we...

City Attorney Seiden: Hold the motion in advance

Secretary Sakal: Okay.

Board Member Aloma: Somebody wanted to speak.

City Attorney Seiden: Did you want to speak?

Chair Pérez-Vichot: No? Okay. So the motion is to deny. To deny. If you vote "Yes" is to deny, right. Okay, so you want to call the roll please.

Secretary Sakal: Sure. Chair Pérez-Vichot...

City Attorney Seiden: Excuse me for one second before you start. The motion is to deny all the variances. Is that correct?

Board Member Aloma: That's correct.

City Attorney Seiden: I want the record to be reflective.

Chair Pérez-Vichot: Yes to deny.

Secretary Sakal: Ernie Aloma.

Board Member Aloma: Yes to deny.

Secretary Sakal: Juan Molina.

Board Member Molina: No.

Chair Pérez-Vichot: So we have a two to one to deny. Again, you can obviously appeal to council. We only make recommendations.

City Attorney: Ten days, ten days... Just get with the...

Martin Marquez: Thank you, I know the procedure

Chair Pérez-Vichot: Okay. Thank you.

City Attorney: Alright, very good.

Chair Pérez-Vichot: Hopefully we will get that alternate. Okay, meeting adjourned.

Official Use Only
Submittal Date: _____
Case No.: _____

Building & Planning Department
201 Westward Drive
Miami Springs, FL 33166
Phone: 305-805-5034 Fax: 305-805-5036
www.miamisprings-fl.gov

CITY OF MIAMI SPRINGS VARIANCE APPLICATION

APPLICANT INFORMATION	
APPLICANT NAME Kathie and Martin L. Marquez	PROPERTY ADDRESS 401 Hunting Lodge Drive, Miami Springs, Florida 33166
APPLICANT PHONE NUMBER (BEST NUMBER TO REACH YOU) 305-345-2953	E-MAIL ADDRESS Martin@urbanworks.net

Request that a determination be made by the Board of Adjustment of the City of Miami Springs, on the following appeal that was denied by the Building Official for the reason that it is a matter, in which the Building official could not exercise discretion and which, in his opinion, might properly come before the Board.

PROPERTY INFORMATION	
LEGAL DESCRIPTION Tract 6 Less W165FT, Country Club Estates Section 4 PB 31-19 LOT(S) BLOCK SUBDIVISION	LOT SIZE AND ZONING DISTRICT 8,159 SF R-1B LOT SIZE ZONING DISTRICT
HAVE ANY PREVIOUS APPLICATIONS OR APPEALS BEEN FILED WITHIN THE LAST SIX (6) MONTHS IN CONNECTION WITH THESE PREMISES? YES _____ NO X IF YES, BRIEFLY STATE THE NATURE OF THE PREVIOUS APPLICATION:	
IF YOU ARE THE OWNER, HOW LONG HAVE YOU OWNED THE PROPERTY? Yes we are the owners and have owned the property since 1993	WHAT IS THE APPROXIMATE COST INVOLVED IN THIS CHANGE? $ 212,400 (2,360 sf. X $90.00/foot)

(I)(We) believe that the Board of Adjustment should grant this petition for the following reasons: See attached supplemental variance request letter with reasons for request.

(Please include a separate document indicating the grounds for the appeal and reasons with respect to the law and fact for granting the appeal or special exception or variance. SHOWING OF UNNECESSARY HARDSHIP MUST BE MADE BEFORE A VARIANCE CAN BE GRANTED; the grounds must be stated.)

(I) (We) understand this petition becomes part of the permanent records of the Board of Adjustment.

(I) (We) hereby certify that the above statements and the statements or showing made in any papers and/or plans submitted are true to the best of my/our knowledge and belief.

Signature of Owner

MARTIN L. MARQUEZ
Printed name of Owner

The contents of this petition are Sworn to and subscribed before me this 1 day of October, 2015.

SIGNATURE OF NOTARY PUBLIC - STATE OF FLORIDA

Elora Sakal
PRINT NAME OF NOTARY PUBLIC

STAMP SEAL

Notary Public State of Florida
Elora R Sakal
My Commission FF 230187
Expires 06/28/2019

COMMISSION EXPIRES: 6/28/19
PERSONALLY KNOWN: ✓
PRODUCED IDENTIFICATION: PLD

Signature of Co-Owner

KATHIE A. MARQUEZ
Printed name of Co-Owner

The contents of this petition are Sworn to and subscribed before me this 1 day of October, 2015.

SIGNATURE OF NOTARY PUBLIC - STATE OF FLORIDA

Elora Sakal
PRINT NAME OF NOTARY PUBLIC

STAMP SEAL

Notary Public State of Florida
Elora R Sakal
My Commission FF 230187
Expires 06/28/2019

COMMISSION EXPIRES: 6/28/19
PERSONALLY KNOWN: ✓
PRODUCED IDENTIFICATION: PLDL

From the Desk of
Kathie and Martin L. Marquez

October 1st, 2015

Miami Springs Board of Adjustment

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

Re: Request for an area variance to front yard, rear yard, North side yard setbacks, stair setback encroachment, and a variance from minimum roof slope and roofing materials, to rebuild our residence at 401 Hunting Lodge Drive, Miami Springs, Florida 33166

Dear Members of the Board of Adjustment:

Please accept this letter as a supplement to our application, conceptual plans, and support petition for a request to waive the following setback and construction requirements to allow us to re-build our home as new upon our legally non-conforming lot:

Zoning: R-1B
Property Size: 8,149 square feet

	Required	Existing	Requested
Front Yard Setback:			
Main Building	30'-0"	24'-9"	24'-6"
Rear Yard Setback:			
Main Building	25'-0"	7'-10"	6'-8"
Rear stair encroachment	max 3'-0"		6'-0"
North Side Yard Setback:			
Main Building	15'-0"	19'-11"	3'-0"

Variance from section 150.010(A) roofing materials and pitch to allow the construction of a low slope or flat roof with surrounding parapet walls and Florida Building Code approved roofing.

In addition to the variances above, we are requesting that we be allowed to demolish our existing home in its entirety in order to re-build our new home, as indicated on our application conceptual drawings.

Also included in our conceptual drawings are supporting photographs of homes in our neighborhood and within Miami Springs, with similar architectural styles that have low slope flat roofs and parapet walls with a Pueblo-Mission Revival style of architecture.

Kathie and Martin Marquez
401 Hunting Lodge Drive - Miami Springs, Florida 33166
Mobile: (305)345-2953

Background:

My wife and I have lived alone in our home since 1986. Our dad who is 90 years of age and Mom who is 88 years of age have reached the point in their life where they need our constant care and attention and will soon have their driving privileges revoked. Our parents currently live in Hialeah, and it is our goal to rebuild and enlarge our home in order to accommodate them moving in with us so that we can become their primary care givers and enjoy what time we have left together.

Special Conditions and/or Circumstances

We believe that there are several exceptional or extraordinary circumstances which apply to our property and do not apply generally to other properties in the same zone or vicinity, and result from lot size and shape; legally existing prior to the date of the current Zoning Ordinance. These pre-existing conditions create a legal hardship on us which is not self-created, which is why we are requesting these variances.

Our property is not only a corner lot, which has triple frontage and therefore subject to larger setbacks than a non-corner lot. But our lot is also an undersized legal lot when compared to our neighbors within the same block and surrounding area.

The public records indicate that our property was platted in this manner 89 years ago and we have not modified the property boundary in any way since we have owned it.

The house itself when originally built in 1950 was angled on the property which further adds to our hardship by having skewed setback lines on the property, affecting the building configuration.

Our front yard is by definition the narrowest side of our property, which has always been on Navajo Street regardless of the mailing address. The adjacent home at 351 Hunting Lodge Drive also has Navajo Street as their front yard which is much larger than ours as can be seen on detail 2/A1 of our application conceptual drawings. It appears that when originally platted 89 years ago, the section of Navajo street that we have in common with 351 Hunting Lodge Drive was shifted towards our property and built out of alignment with the rest of Navajo Street. This shift in the road right of way alignment consequently left our lot with a non-conforming smaller front and rear yards.

There are two other homes on our specific City block. Both of these homes have larger lots than ours with the lot depth averaging 110'-0", and are set parallel to the front yard. Even so, both of these homes along with other surrounding adjacent homes have been allowed to build well within the rear setback lines as seen in detail 2/A1.

Our property lot average depth is approximately 104'-0" as originally platted from front to rear of the property. The narrow depth of our lot, our smaller lot size, and our odd shaped property lines creates a pre-existing legal hardship on us, and makes our property incapable of supporting a normal-sized new home that could meet current code requirements, without our requested variances.

Kathie and Martin Marquez
401 Hunting Lodge Drive - Miami Springs, Florida 33166
Mobile: (305)345-2953

Our Existing Home

Our existing single story home was built in 1950 prior to our current stringent building codes and has inherent structural deficiencies not allowed under today's building codes. Our home's structural deficiencies were unknown to us since permit drawings of public record for our home did not exist at the time of our purchase. These structural deficiencies create additional unreasonable hardships on us in trying to salvage and incorporate portions of the existing home into our new home.

We have lived in our home for 30 years and plan to live out the rest of our lives at this same location. But the increased requirements of the Florida Building Code and inherent structural deficiencies of our home make it more reasonable to allow us to demolish the existing home and rebuild the entire home as a cohesive hurricane resistant structure from the foundations up.

Minimum variance possible

The variances requested are the minimum variances which we feel would alleviate the hardship on our property and allow us to increase our home in size enough to accommodate our aging parents, as well as benefit any future owners of the home.

No special privilege conferred

If our variances are granted, it would only follow the trend established by the Miami Springs Board of Adjustment throughout the past many years in granting such variances to others.

The variances we are requesting are necessary to preserve our property rights substantially the same as owners of other similar property in the same zone or vicinity.

The variances we are requesting would not intensify the existing nonconformities by any noticeable degree as we are only asking to maintain the front and rear yard building lines extending them into the allowable side yard areas, in order to square out and enlarge our home by approximately 17%. In addition the North side yard setback variance would only reflect what has been previously approved on our block as the adjacent homes have structures already into the side setback lines.

The variance we are requesting for the low slope flat roofs only coincides with the City Planner's recent recommendations to City Council and the City Council's direction to staff to begin to re-incorporate our City's historical low slope flat roofs and parapet walls back into our City Code. As such we have designed our home so that the parapet walls serve dual purpose as decorative guardrails, and screening from view of the low slope flat roof as well as any roof top equipment.

Deprivation of Rights

Our property is smaller than most in the area and already includes a residential structure in existence since 1950. A 30 foot front yard setback and 25 foot rear yard setback required by

Kathie and Martin Marquez
401 Hunting Lodge Drive - Miami Springs, Florida 33166
Mobile: (305)345-2953

the current code is unreasonable to impose on our property as it would make our site unbuildable and would create an undue and unreasonable hardship upon us.

As indicated many of our neighbors already have principal and accessory structures well within the required setbacks that have been previously approved historically, or by way of variances granted by the City of Miami Springs.

We are only requesting that our family not be discriminated against or deprived of our rights to alleviate the pre-existing legal hardships on our property.

Purpose and Intent

Our request for variances would not materially be detrimental to the purposes of this zoning ordinance, or to property in the zone or vicinity in which the property is located, or otherwise conflict with the objectives of any City Comprehensive Plan, or policies contained therein.

The City Zoning code is designed to encourage harmonious, efficient, and well planned development. We believe that our project achieves all of these goals and will be the first in our City's recent history to honor our community's Historical Heritage architectural style that has given our community its unique flavor and character. At the same time our new home will be designed to better resist hurricane wind forces, be more energy efficient, and accommodate our aging parents moving in with us.

Our neighborhood has shown great support of our home rebuilding project. This is because the requested variances will not change the spirit of the neighborhood, nor infringe on any neighboring adjacent property owner's rights, use, or enjoyment of their own lands.

The most affected property is the home directly adjacent to ours at 441 Hunting Lodge Drive, and the owners of that property have signed our support petition. All other immediately adjacent property owners are less affected as they are separated from our property by at least a 60' public road right of way in addition to their own yard setbacks. Yet they too have all signed our variance support petition.

We hope all members of the Miami Springs board of adjustment agree with us that our variance request if granted would produce an aesthetically pleasing new home in harmony with our community that would only serve to increase the surrounding property values for generations to come.

Should you have any questions, please do not hesitate to contact me at my mobile number: (305) 345-2953, or via email at: martin@urbanworks.net

Thank you for your kind and thoughtful consideration of our variance request.

Sincerely,

Martin L. Marquez and Kathie A. Marquez

Kathie and Martin Marquez
401 Hunting Lodge Drive - Miami Springs, Florida 33166
Mobile: (305)345-2953

NEIGHBORHOOD PETITION IN SUPPORT OF VARIANCES AT
401 HUNTING LODGE DRIVE, MIAMI SPRINGS, FLORIDA.

We the undersigned neighbors of Kathie and Martin Marquez at 401 Hunting Lodge Drive Miami Springs, Florida do not object to the variances requested by the Marquez family and that are needed in order to demolish their current home and build their new home on the same property.

We have seen their conceptual site plan, elevations, and architectural design video animation. We understand that their property is a legal non-conforming odd shaped lot which creates hardships in building their new home. We understand that the hardships were existing and not self-created by the Marquez family. We understand that the Marquez family is asking for a front and rear setback variance; rear yard stair encroachment variance; North side yard setback to allow a garage extension; and a variance to allow a low slope flat roof with Florida Building Code approved roofing system behind parapet walls.

We do not feel that the variances requested would be detrimental to, or have any negative impact on our property, neighborhood or the City of Miami Springs at large.

We call on the Miami Springs Board of Adjustment to grant the variances referenced in their application so that the Marquez family can proceed with their new home construction as soon as possible.

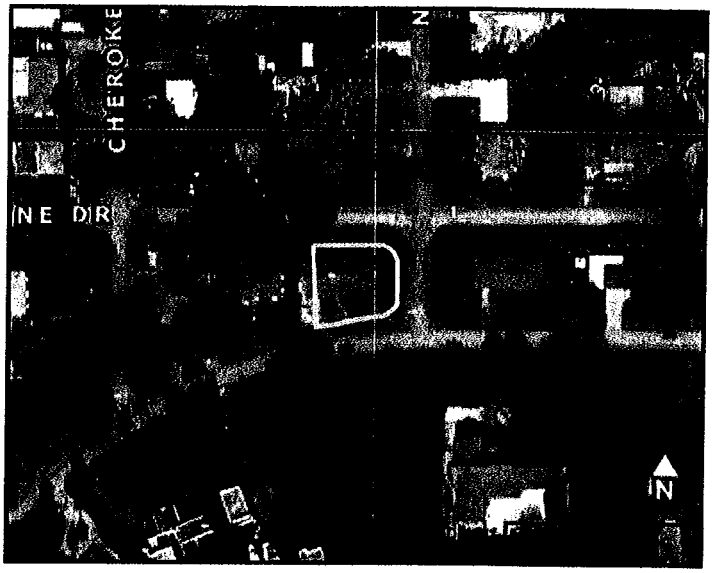
Signature	Print Name	Date	Address	Phone
	Madelyn Saylor	10/07/15	351 Hunting Lodge Dr.	(305) 888-7627
	Roger Rodriguez	10/7/16	374 Hunting Lodge Dr	305-887-6374
	Mariadel Carmen Rodriguez	10/7/16	374 Hunting Lodge Dr.	(305) 887-6374
	Bob Rauch	10/7/16	101 Navajo St	(305) 887-1112
	DOUG COHEN	10/7/16	101 CHEROKEE ST	305-608-0312
	Barbara Sanchez	10/7/16	441 Hunting Lodge Dr	321-217-0005
	Alex McCarty	10/7/15	424 Hunting Lodge Dr	786-995-1412
	JOHN McCARTY	10/7/15	424 Hunting Lodge Dr	305-887-5850
	VALERIE McCARTY	10-7-15	424 Hunting Lodge Dr	305-887-5850
	William McCarty	10/7/15	424 Hunting Lodge Dr	305-887-5850
	ALINA ROUCH	10/7/15	101 NAVAJO ST	305-887-1112
	Hermenia Sanchez	10/7/15	441 Hunting Lodge Dr	321-217-0005
	Helen Caro/Dunstan	10-7-15	100 Navajo St.	305-887-1815
	Alicia Trujillo	10/9/15	451 Hunting Lodge Drive	305-863-0768
	Celia Pascual	10/9/15	451 Hunting Lodge Drive	305-863-0768
	Osvaldo TRUJILLO	10-11-15	451 Hunting Lodge drive	305-863-0768

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/26/2015

Property Information	
Folio:	05-3024-012-0870
Property Address:	401 HUNTING LODGE DR
Owner	MARTIN L MARQUEZ &W KATHIE
Mailing Address	401 HUNTINGLODGE DR MIAMI SPRINGS , FL 33166-5741
Primary Zone	0600 SINGLE FAMILY,1401-1550 S
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	3 / 1 / 0
Floors	1
Living Units	1
Actual Area	1,952 Sq.Ft
Living Area	1,952 Sq.Ft
Adjusted Area	1,872 Sq.Ft
Lot Size	8,159 Sq.Ft
Year Built	1950



Assessment Information			
Year	2015	2014	2013
Land Value	$110,146	$99,113	$82,542
Building Value	$123,552	$119,059	$113,443
XF Value	$266	$269	$272
Market Value	$233,964	$218,441	$196,257
Assessed Value	$149,909	$148,720	$146,523

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	$50,000	$50,000	$50,000
Taxable Value	$99,909	$98,720	$96,523
School Board			
Exemption Value	$25,000	$25,000	$25,000
Taxable Value	$124,909	$123,720	$121,523
City			
Exemption Value	$50,000	$50,000	$50,000
Taxable Value	$99,909	$98,720	$96,523
Regional			
Exemption Value	$50,000	$50,000	$50,000
Taxable Value	$99,909	$98,720	$96,523

Benefits Information				
Benefit	Type	2015	2014	2013
Save Our Homes Cap	Assessment Reduction	$84,055	$69,721	$49,734
Homestead	Exemption	$25,000	$25,000	$25,000
Second Homestead	Exemption	$25,000	$25,000	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/01/1993	$125,000	15877-2718	2008 and prior year sales; Qual by exam of deed

Short Legal Description
24 53 40 .17 AC
REV PL OF REV PL OF PT OF COUNTRY
CLUB ESTS SEC 4 PB 31-19
TR 6 LESS W165FT
LOT SIZE 8159

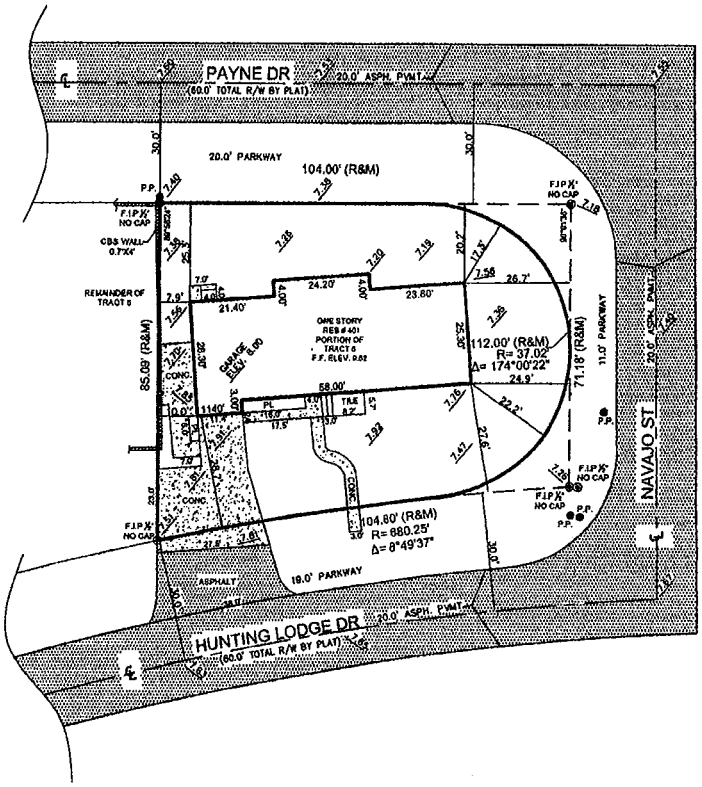
The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

D'AVILA
Associates Services, Inc.
Professional Land Surveyors, Mappers & Engineers
Certificate of Authorization NO. 29056 & NO. LB7638
Main Line: (305) 953-2600 | Fax: (305) 953-2603
WWW.DAVILAASSOCIATESSERVICES.COM

BOUNDARY SURVEY

SCALE = 1:30



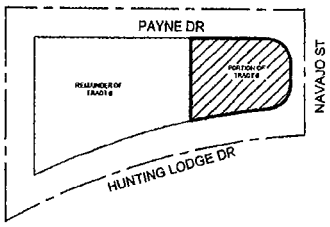
DRAWN BY:	ART-S
CHECKED BY:	R.A.
SCALE:	1"= 30'
FIELD DATE:	06-12-2015
JOB NO:	15-0642048
SHEET:	2 OF 2

SEAL

D'AVILA
Associates Services, Inc.
Professional Land Surveyors, Mappers & Engineers
Certificate of Authorization NO. 29056 & NO. LB7538
Main Line: (305) 953-2600 | Fax: (305) 953-2603
WWW.DAVILAASSOCIATESSERVICES.COM

LOCATION SKETCH

SCALE = N.T.S.



LEGEND & ABBREVIATIONS

A = ARC DISTANCE
A/C = AIR CONDITIONER PAD
A S = ANCHOR ASSEMBLY
A R = ALUMINUM ROOF
A S = ALUMINUM SHED
ASPH = ASPHALT
B C = BLOCK CORNER
BLDG = BUILDING
B M = BENCHMARK
B O B = BASIS OF BEARING
C/L = CALCULATED
C B = CATCH BASIN
C B S = CONCRETE BLOCK STRUCTURE
C B W = CONCRETE BLOCK WALL
CH = CHORD
C H B = CHORD BEARING
C H L = CHORD LENGTH
CL = CLEAR
C O = CLEANOUT
C L F = CHAIN LINK FENCE
C M E = CANAL MAINTENANCE EASEMENT
CONC = CONCRETE
C U P = CONCRETE UTILITY POLE
C P = CONCRETE PORCH
C S = CONCRETE SLAB
C W = CONCRETE WALK
D E = DRAINAGE EASEMENT
D M E = DRAINAGE MAINTENANCE EASEMENT
DRWY = DRIVEWAY
° = DEGREES
ELEV = ELEVATION
ENCR = ENCROACHMENT
F H = FIRE HYDRANT
F I R = FOUND IRON PIPE
F I R = FOUND IRON ROD
F F E = FINISHED FLOOR ELEVATION
F N D = FOUND NAIL & DISK
FT = FEET
FWM = FEDERAL MASONRY INSURANCE PROGRAM
F N = FOUND NAIL
W A T E = WATER AND EGRESS EASEMENT
L = LIGHT POLE
L F E = LOWEST FLOOR ELEVATION
L M E = LAKE MAINTENANCE EASEMENT
= MINUTES
(M)= MEASURED DISTANCE
M E = MAINTENANCE EASEMENT
M N = MANHOLE
N A P = NOT A PART OF
N G V D = NATIONAL GEODETIC VERTICAL DATUM
N T S = NOT TO SCALE
N O = NUMBER
O/S = OFFSET
O H = OVERHEAD
O H U = OVERHEAD UTILITY LINES
O R B = OFFICIAL RECORDS BOOK
O V H = OVERHANG
P M D = PAVEMENT
PL = PLANTER
P L = PROPERTY LINE
P O C = POINT OF COMMENCEMENT
C U R V A T U R E
P C = POINT OF CURVATURE
P O T = POINT OF TANGENCY
P C C = POINT OF COMPOUND CURVATURE
P O B = POINT OF BEGINNING
P R C = POINT OF REVERSE CURVATURE
P W Y = PARKWAY
P R M = PERMANENT REFERENCE MONUMENT
P L S = PROFESSIONAL LAND SURVEYOR
P P = POWER POLE
P U E = PUBLIC UTILITY EASEMENT
(R)= RECORD DISTANCE
R/W = RAIL ROAD
R I S = RIM ELEVATION
R/W = RIGHT OF WAY
R A D = RADIUS OR RADIAL
R G E = RANGE
R O E = ROOF OVERHANG EASEMENT
S E C = SECTION
S T Y = STORY
S W C = SIDEWALK
S I P = SET IRON PIPE
S I R = SET IRON ROD
S P = SCREENED PORCH
S V = SEWER VALVE
" = SECONDS
T = TANGENT
T W P = TOWNSHIP
U T L = UTILITY
U E = UTILITY EASEMENT
U P = UTILITY POLE
W M = WATER METER
W F = WOOD FENCE
W C = WOOD PORCH
W R = WOOD ROOF
W V = WATER VALVE
M = MONUMENT LINE
℄ = CENTERLINE
Δ = DELTA
℄ = PROPERTY LINE

LEGEND

- = OVERHEAD UTILITY LINES
- = CONCRETE BLOCK WALL (C.B.S.)
- = CHAIN LINK FENCE (C.L.F.)
- = WOOD FENCE (W.F.)
- = ELEVATIONS

CONTACT YOUR PROCESSOR

D'AVILA
Associates Services, Inc.
Land Surveyors & Engineers
CERTIFICATE OF AUTHORIZATION NO. 29056
CERTIFICATE OF AUTHORIZATION NO. 7538
14750 NW 77 CT SUITE 204
MIAMI LAKES, FL 33016
PHONE:(305) 953- 2600

BY: _____
EFRAIN C. LOPEZ., P.L.S. (06-12-2015)

PROFESSIONAL LAND SURVEYOR NO.: 2300 STATE OF FLORIDA
(VALID COPIES OF THIS SURVEY WILL BEAR THE EMBOSSED SEAL OF THE ATTESTING LAND SURVEYOR).

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO:

THAT THE ATTACHED BOUNDARY-SURVEY OF THE ABOVE DESCRIBED PROPERTY, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS RECENTLY SURVEYED AND PLOTTED UNDER MY RESPONSIBLE DIRECTION, AND THAT THERE ARE NO ABOVEGROUND ENCROACHMENTS UNLESS SHOWN THEREON. I FURTHER CERTIFY THIS SURVEY MEETS THE STANDARDS-OF-PRACTICE FOR BOUNDARY-SURVEYS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND ADOPTED IN CHAPTER 53-17.050, FLORIDA ADMINISTRATIVE CODE. EFFECTIVE DATE JANUARY 1, 2010; AS AMENDED FEBRUARY 23, 2005.

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY :

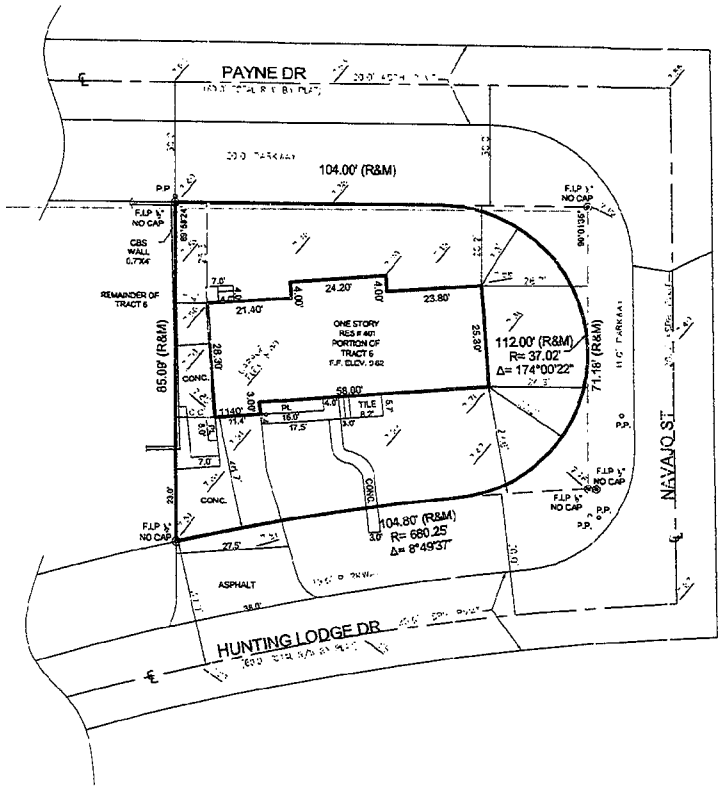
- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
- THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING
- PLOT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON, THE CERTIFICATE
- DOES NOT EXTEND TO ANY UNNAMED PARTY.
- ELEVATION DATUM USED NGVD 1929

SURVEYOR'S NOTES:

1. CERTIFICATE OF AUTHORIZATION LB # 7538. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL

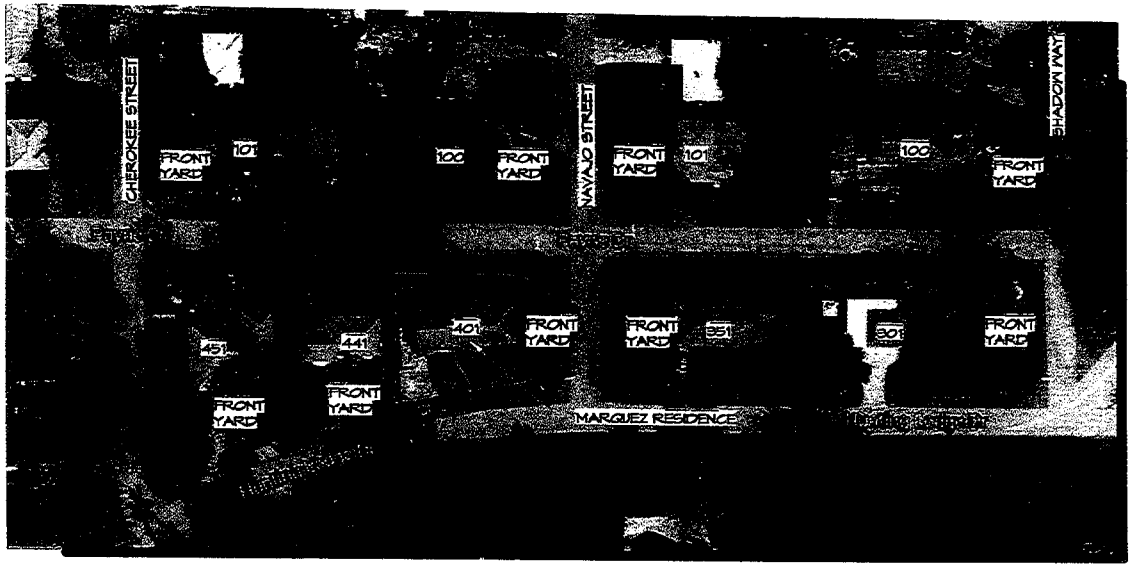
CLIENT: MARTIN L MARQUEZ & W KATHIE
PROPERTY ADDRESS: 401 HUNTINGLODGE DR, MIAMI SPRINGS FL 33166
LEGAL DESCRIPTION:
THE EAST 104 FEET OF TRACT 6, OF COUNTRY CLUB ESTATES, SECTION 4, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 31 AT PAGE 19, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; FORMERLY KNOWN AS THE EAST 104FEE OF BLOCK 6, OF COUNTRY CLUB ESTATES, SECTION 4, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 25 AT PAGE 28, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
ELEVATION INFORMATION:
B.M. USED M-4B ELEVATIONS 7.27 LOCATED SHADOW WAY,SUNSET WAY --- 119.9' ENE OF COMMON INTERSECTION OF ALL 3 STS. BASED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY DATED OR REVISED ON 09-11-2009THE HEREIN DESCRIBED PROPERTY IS SITUATED WITHIN ZONE X BASE FLOOD ELEVATION N/A COMMUNITY 120653 PANEL NUMBER 0283 SUFFIX L EFFECTIVE PANEL DATE 09-11-2009

DRAWN BY:	ART-S	**CERTIFIED TO:** MARTIN L MARQUEZ & W KATHIE	
CHECKED BY:	R.A.		
FIELD DATE:	06-12-2015		
JOB NO:	15-0342048		
SHEET:	1 OF 2		SEAL



1 A1 LEGAL SURVEY

SCALE: 1" = 30'-0"



ADDRESS	STRUCTURE IN REAR YARD
451 HUNTING LODGE DRIVE	TWO CAR GARAGE
441 HUNTING LODGE DRIVE	UTILITY ROOM
301 HUNTING LODGE DRIVE	CANOPY AWNING
100 SHADOW WAY	ACCESSORY STRUCTURE
100 NAVAJO STREET	MAIN HOUSE STRUCTURE GARAGE
* 101 CHEROKEE STREET	D'JAL ELECTRICAL METER CONVERSION OF SINGLE FAMILY HOME TO MULTI-FAMILY DWELLING.

NOTE: NAVAJO STREET JOG IS SHOWN WITH LARGER FRONT YARD BEING GIVEN TO 351 HUNTING LODGE DRIVE

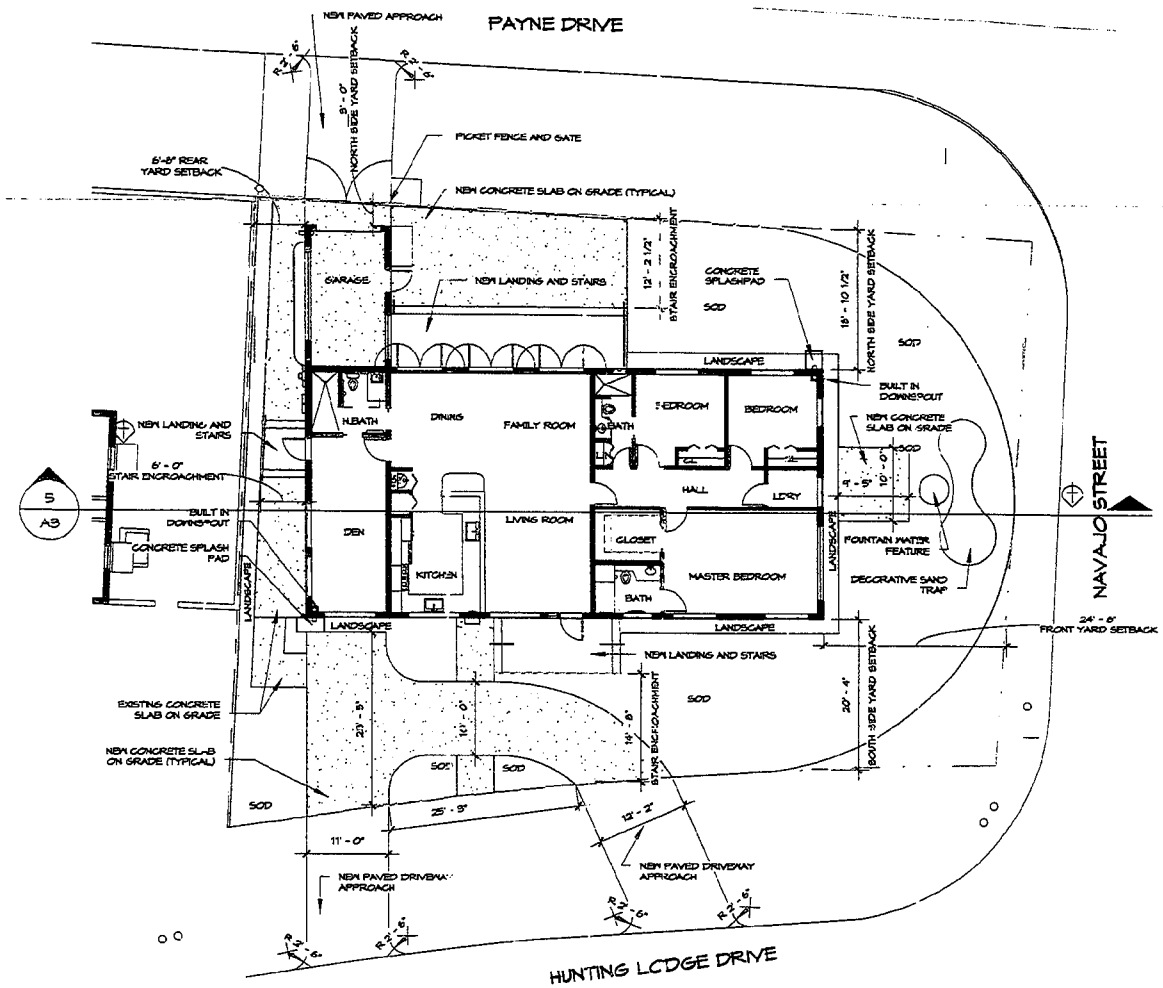
2 A1 AERIAL PHOTOGRAPH SHOWING NEIGHBORHOOD SETBACKS

SCALE:NOT TO SCALE

A1

MARQUEZ RESIDENCE
401 HUNTING LODGE DRIVE
MIAMI SPRINGS, FLORIDA 33166

URBANWORKS
architecture planning interiors
401 Hunting Lodge Drive - Miami Springs, Florida 33166
V:(305)887-4902/F:(305)883-8574/C:(305)345-2953
mmarquez@urbanworks.net
AAC001822/AR0010457



1 / A2 SITE / BUILDING PLAN

SCALE: 1/16" = 1'-0"

MARQUEZ RESIDENCE
401 HUNTING LODGE DRIVE
MIAMI SPRINGS, FLORIDA 33166

SITE AND BUILDING DATA:

EXISTING ZONING: R-1B
LOT SIZE: 8,149 SF

FLOOR AREA

EXISTING HOUSE FLOOR AREA:	1,952 SF
NEW HOUSE FLOOR AREA:	2,575 SF

3 BEDROOM, 3 BATH (1 ADA COMPLIANT BATH)
OPEN KITCHEN, DINING, FAMILY AND LIVING ROOM, GARAGE

PARKING

PARKING REQUIRED: 3 SPACES
PARKING PROVIDED: 3 SPACES

SETBACKS

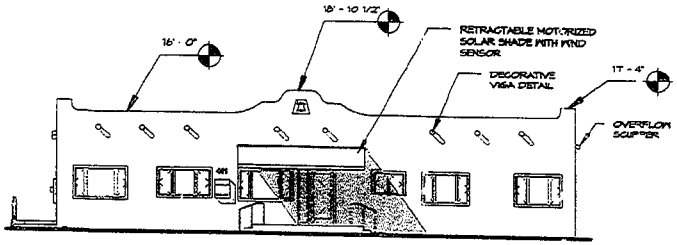
	REQUIRED	PROVIDED
FRONT YARD SETBACK:	30'-0'	24'-6"
REAR YARD SETBACK:	25'-0"	6'-8"
SOUTH SIDE YARD SETBACK:	15'-0"	20'-4"
NORTH SIDE YARD SETBACK:	15'-0"	3'-0"

BUILDING HEIGHT

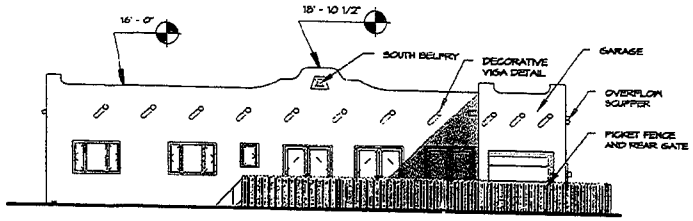
MAXIMUM HEIGHT ALLOWED:	30'-0"
TOP OF MAIN PARAPET:	16'-0"
TOP OF BELFRY HEIGHT:	18'-10 1/2"

A2

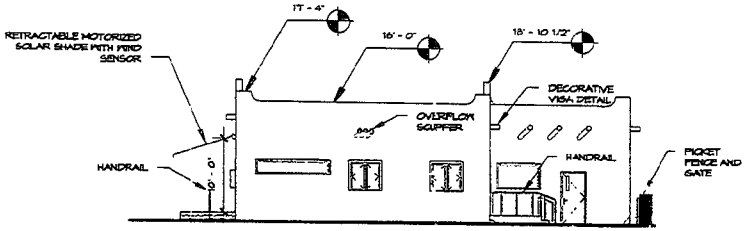
URBANWORKS
architecture planning interiors
401 Hunting Lodge Drive - Miami Springs, Florida 33166
V:(305)887-4902/F:(305)883-8574/C:(305)345-2953
mmarquez@urbanworks.net
AAC001822/AR0010457



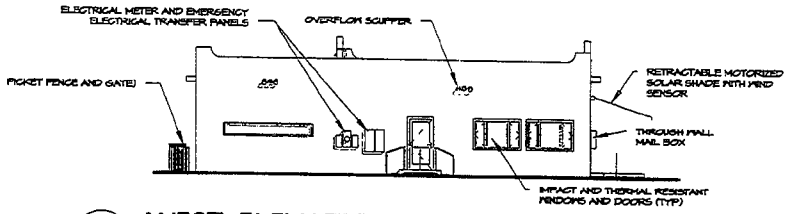
1 A3 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



2 A3 NORTH ELEVATION
SCALE: 1/16" = 1'-0"



3 A3 EAST ELEVATION
SCALE: 1/16" = 1'-0"

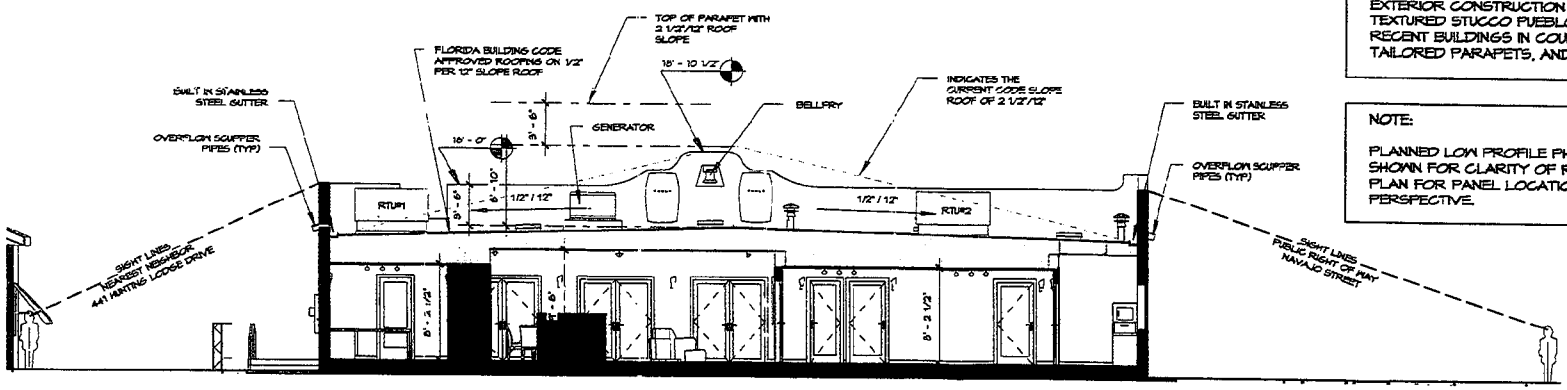


4 A3 WEST ELEVATION
SCALE: 1/16" = 1'-0"

EXTERIOR CONSTRUCTION WILL BE IN THE CONTEMPORARY SMOOTH TEXTURED STUCCO PUEBLO/MISSION REVIVAL STYLE AS SEEN IN RECENT BUILDINGS IN COUNTRY CLUB ESTATES, COMPLETE WITH TAILORED PARAPETS, AND WOODEN LOG VIGAS.

NOTE:

PLANNED LOW PROFILE PHOTOVOLTAIC ROOF TOP PANELS NOT SHOWN FOR CLARITY OF ROOF ELEMENTS. SEE SHEET A4 ROOF PLAN FOR PANEL LOCATIONS AND RENDERED ROOF TOP PERSPECTIVE.



5 A3 LONGITUDINAL SECTION
SCALE: 1" = 10'-0"

MARQUEZ RESIDENCE
401 HUNTING LODGE DRIVE
MIAMI SPRINGS, FLORIDA 33166

A3

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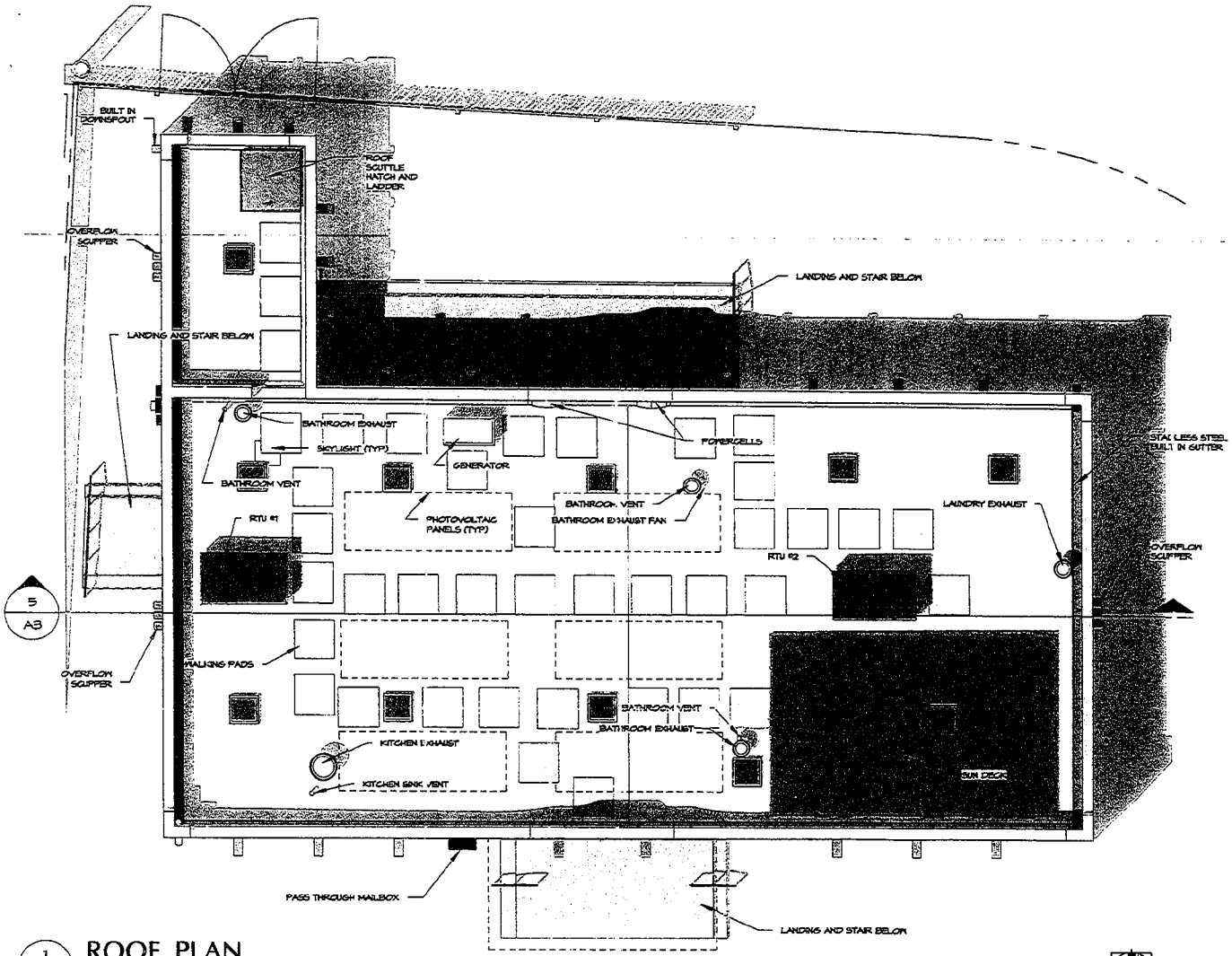
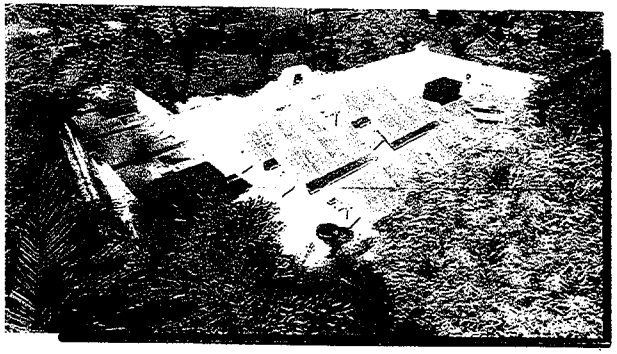


1 A4 ROOF PLAN
SCALE: 1/8" = 1'-0"



RENDERED ROOF PERSPECTIVE

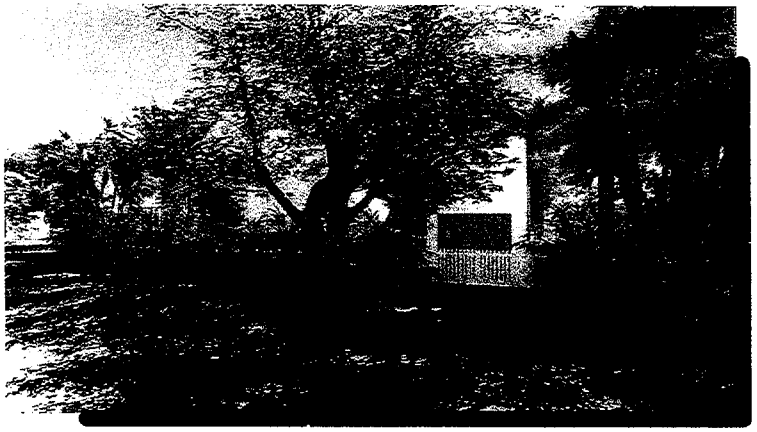
MARQUEZ RESIDENCE
401 HUNTING LODGE DRIVE
MIAMI SPRINGS, FLORIDA 33166

A4

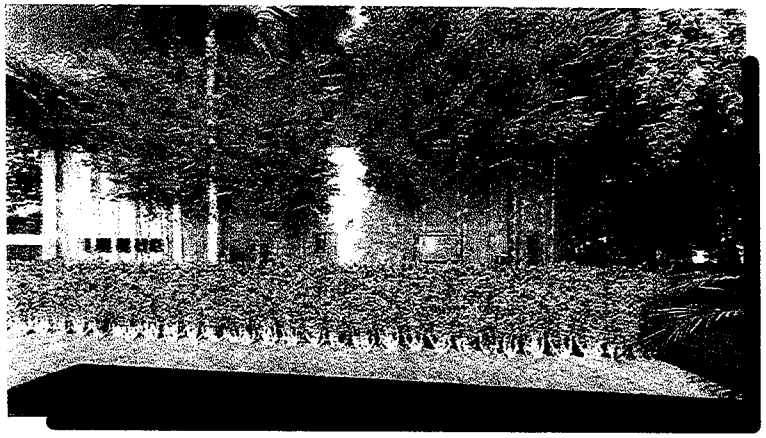
URBANWORKS
architecture planning interiors
401 Hunting Lodge Drive - Miami Springs, Florida 33166
V:(305)887-4902/F:(305)883-8574/C:(305)345-2953
mmarquez@urbanworks.net
AAC001822/AR0010457

SOUTH ELEVATION

EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

A5

CONCEPTUAL ELEVATIONS WITH LANDSCAPING

MARQUEZ RESIDENCE
401 HUNTING LODGE DRIVE
MIAMI SPRINGS, FLORIDA 33166

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SOUTH EAST VIEW OF FRONT YARD

EAST VIEW OF SIDEYARD

PHOTOGRAPHS OF EXISTING RESIDENCE

NORTH EAST VIEW OF REAR YARD

WEST VIEW OF SIDEYARD

MARQUEZ RESIDENCE
401 HUNTING LODGE DRIVE
MIAMI SPRINGS, FLORIDA 33166

A6

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V:(305)887-4902/F:(305)883-8574/C:(305)345-2953
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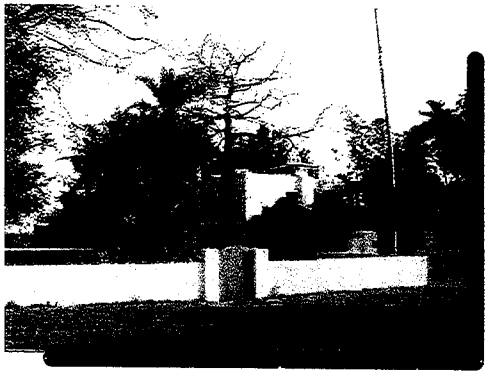
500 DEER RUN

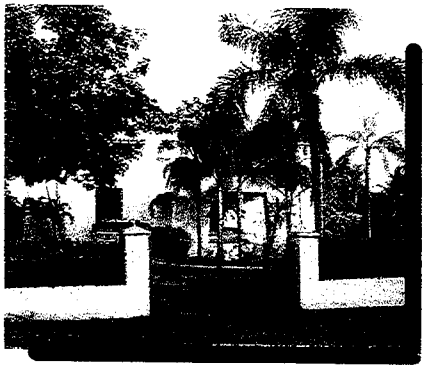
85 DEER RUN

27 HUNTING LODGE DRIVE



424 HUNTING LODGE DRIVE

141 SHADOW WAY



454 HUNTING LODGE DRIVE

152 HUNTING LODGE DRIVE

SIMILAR STYLE HOMES WITH FLAT ROOFS AND PARAPET WALLS IN THE NEIGHBORHOOD

31 HUNTING LODGE COURT

MARQUEZ RESIDENCE
401 HUNTING LODGE DRIVE
MIAMI SPRINGS, FLORIDA 33166

A7

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401 Hunting Lodge Drive - Miami Springs, Florida 33166
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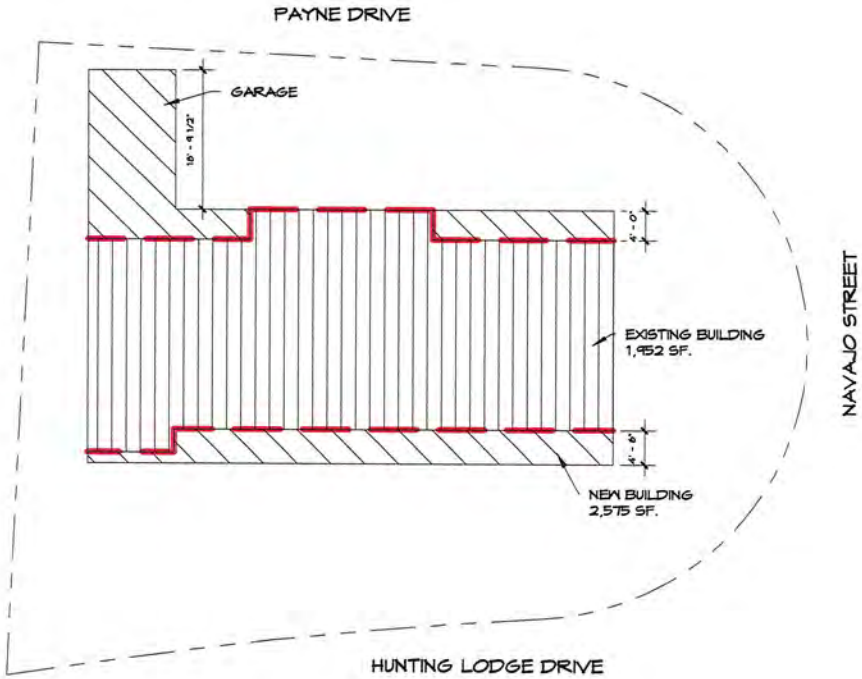

1 / A8 NEW BUILDING OVERLAID ON EXISTING

SCALE: 1/16" = 1'-0"

A8

URBANWORKS
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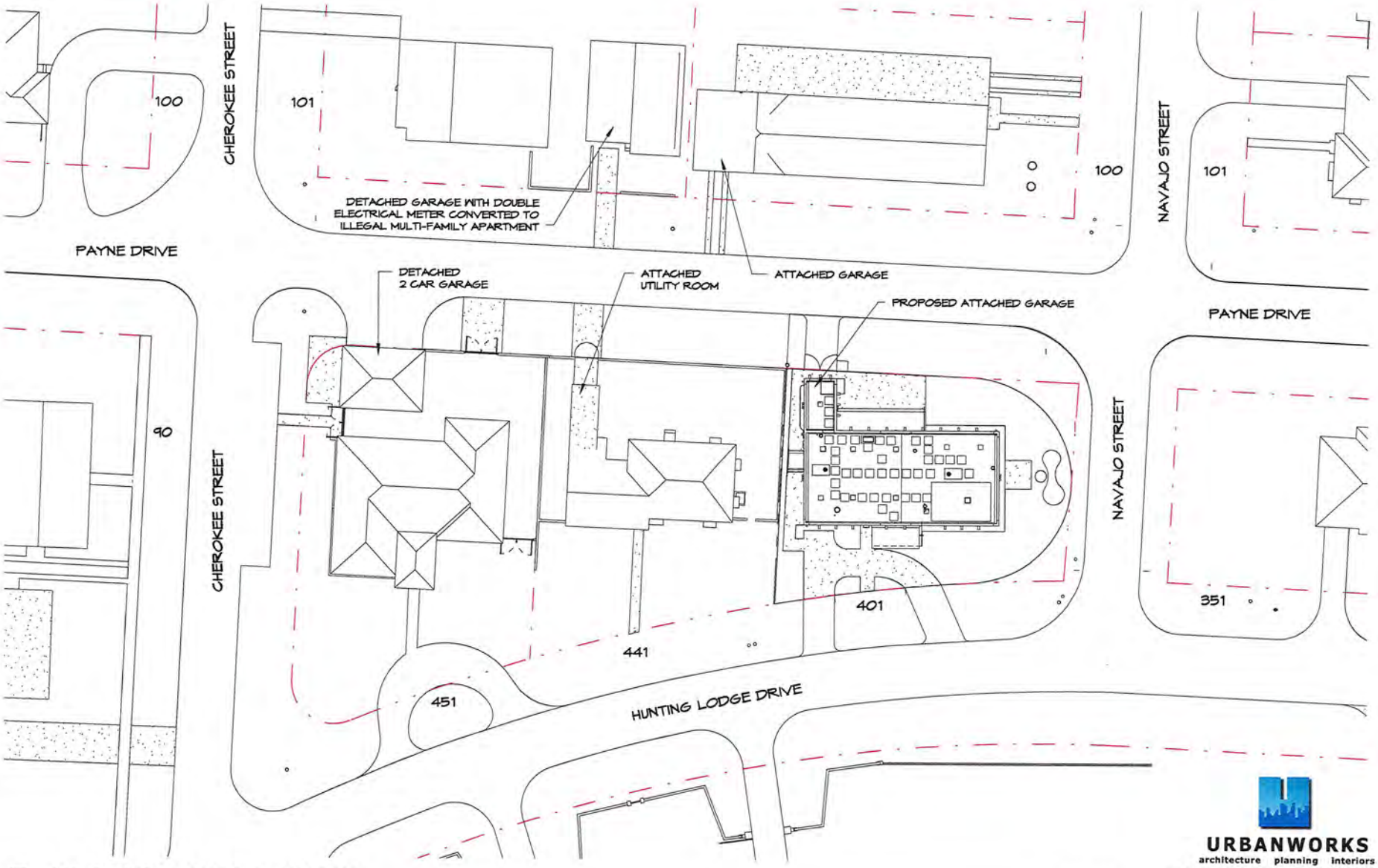
401 Hunting Lodge Drive - Miami Springs, Florida 33166
V:(305)887-4902/F:(305)883-8574/C:(305)345-2953
mmarquez@urbanworks.net
AAC001822/AR0010457



1
A8

NEIGHBORHOOD SETBACKS

SCALE: 1/32" = 1'-0"

URBANWORKS
architecture planning interiors
401 Hunting Lodge Drive - Miami Springs, Florida 33166
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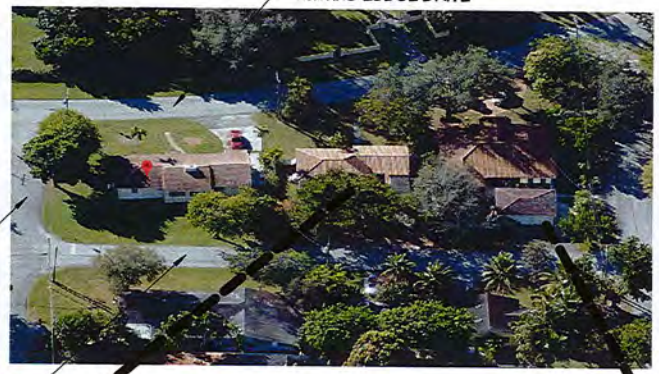
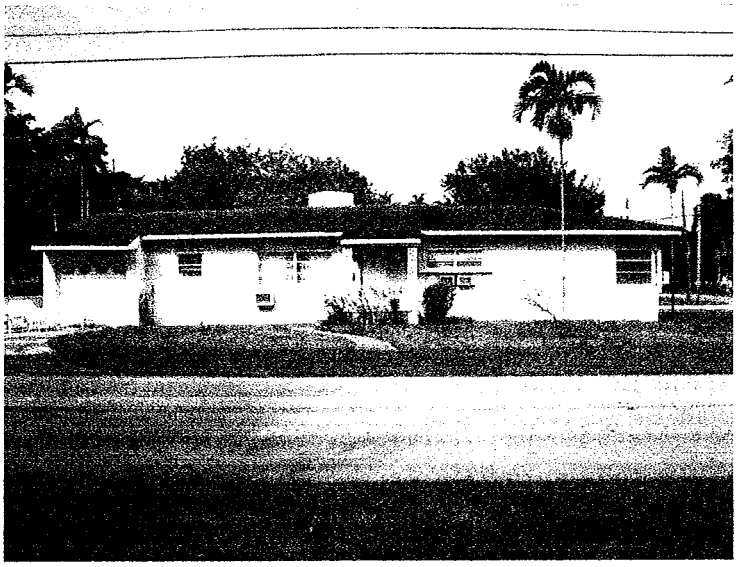
mmarquez@urbanworks.net
AAC001822/AR0010457



URBANWORKS
architecture planning interiors

401 Hunting Lodge Drive - Miami Springs, Florida 33166
V:(305)887-4902/F:(305)883-8574/C:(305)345-2953
mmarquez@urbanworks.net
AAC001822/AR0010457

Structural Investigation Report



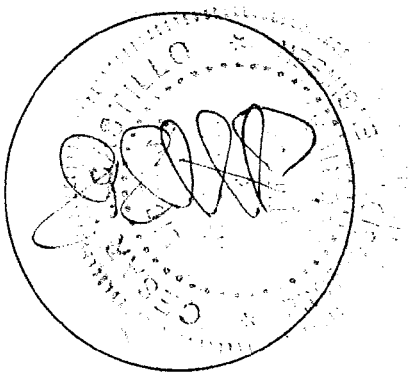
401 Hunting Lodge Drive
Miami Springs, Florida 33166

Prepared For:
Kathie and Martin L. Marquez

Prepared By:
PanAmerican Engineering Contractors Corp.
6385 NW 43rd Terrace,
Coconut Creek, FL 33073
1(954)803-8968
Cesar I. Castillo, PE, Vice President

Report Number:
2016401

Inspector:
Cesar I. Castillo, PE



Date stamp or seal

ENGINEERING SUMMARY AND RECOMMENDATIONS

It is our professional opinion that based on the lack of code requirements in 1949 when this home was built, along with the influx into the Miami Springs and Hialeah areas, of Northern contractors without experience in building homes in the South Florida's Hurricane zone, it is doubtful that the structure of this home will continue to withstand Hurricane wind forces much longer. For this and other field observations made by us, it is our recommendation that the best course of action for this home would be to replace it with new code compliant construction as soon a feasibly possible.

The South Florida Building Code was established in 1957 and Statewide Building Codes were established in 1970 as minimum requirements to protect public health, safety and welfare in the built environment. This home was built a full 8 years prior to the existence of any building codes in South Florida and prior to any required construction inspections by City Building Officials. There are no records of the original building plans or inspections possibly made during construction of this home in the public records.

The structure itself shows the numerous effects of over 65 years of multiple Hurricanes impacting this home on its post and beam wood roof frame structure, its perimeter load bearing masonry walls and wood floors. Based on cursory sound testing of the corners of the home, it appears to have no existing tie columns interlocking the tie beams (if existing) to the footings. Since the exposed masonry wall cannot be seen due to the existing interior and exterior finishes, it cannot be determined if there are any concrete tie beams in the existing structure.

There have been many homes built in 1949 in the Miami Springs and Hialeah area that upon attempts to make home modifications, it was discovered that they lacked the proper concrete tie beams, tie columns or any reinforcement steel in place, leading to costly and wasteful mitigation or demolition. No doubt this home could easily fall into this category.

Though still intact this structure is doubtful that it could sustain many more such extreme weather events.

The devastating effects of a catastrophic wind event hitting this home would also affect not only this home but many surrounding homes from the windblown debris resulting from the possible collapse of the original sub-standard building construction.

The law of demising returns would apply in this case in trying to bring the structure up to current Florida Building Code standards. For this reason, there is little doubt that this family and the surrounding public would be better served by the replacement of this existing structure with new contemporary construction materials and methods that can withstand any future extreme wind event in South Florida.

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SCOPE OF THE INVESTIGATION

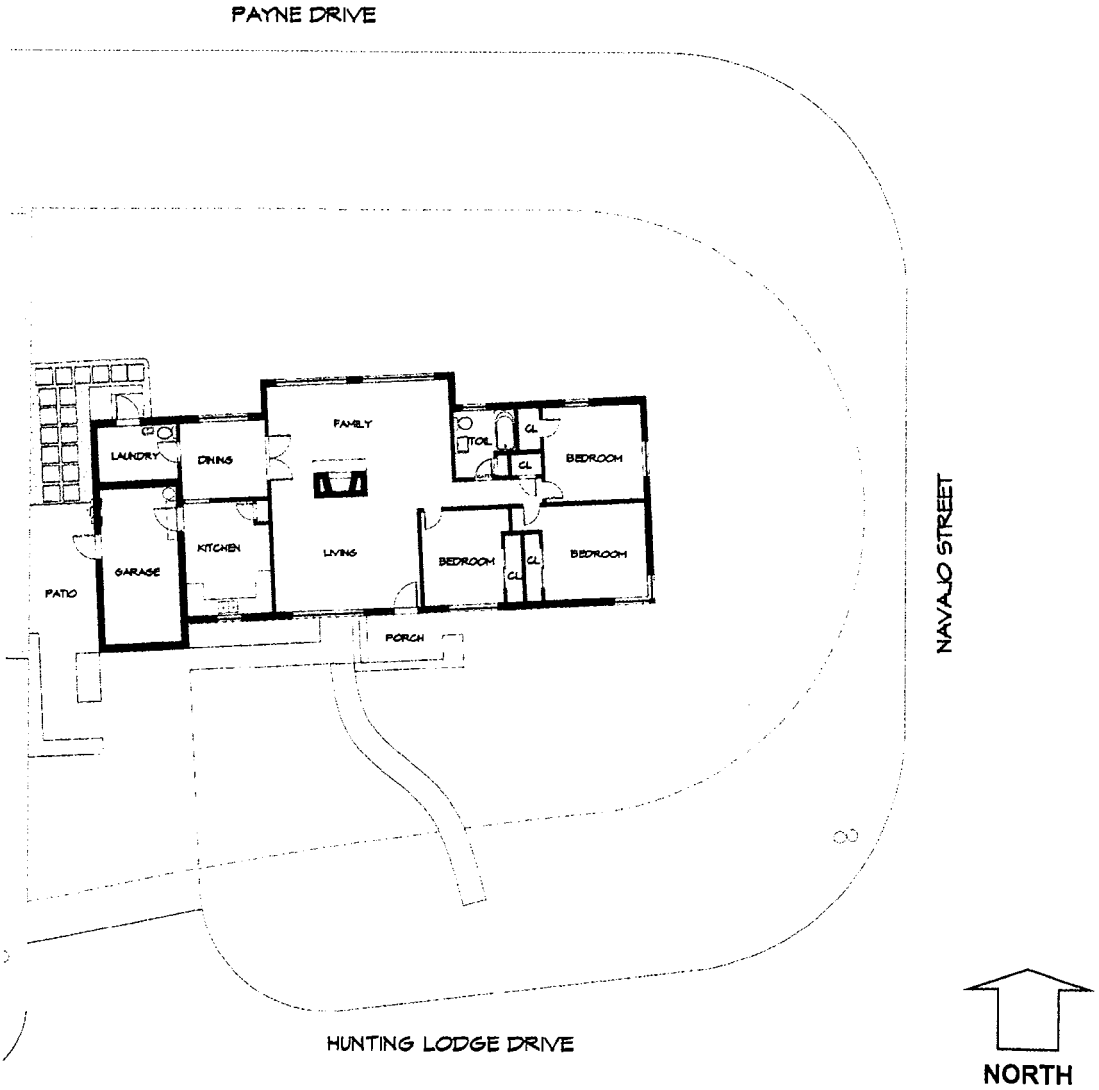
All major structural components have been considered in this investigation report. It is the goal of the investigations to put a home owner in a better position to make a decision to either remodel or replace the existing home.

The home investigation is not a code investigation. Additional investigations may be necessary to obtain applicable certificates of occupancy that may be necessary or required by local governments.

Not all improvements will be identified during this investigation. Pictures may be included to help identify areas of concern. Pictures may not identify all areas of repair needed or the extent of any repairs necessary and should only be referred to as a source to help identify the area in question.

The investigation should not be considered a guarantee or warranty of any kind.

EXISTING SITE AND FLOOR PLAN



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January 4, 2016

Mr. Jan Seiden
City of Miami Springs, City Attorney
201 Westward Drive
Miami Springs, Florida 33166

Re: Variance appeal hearing case #18-V-15

Hello Jan

Kathie and I hope you and yours had a great holiday season and Happy New Year.

As per our most recent meeting with you, the City Manager and City Planner, attached is a site plan and Photographs of the neighborhood illustrating the existing homes on our block that have set the precedent for building within the setbacks near or adjacent to Payne Drive. In addition, we are including a short video without narration which shows just the exterior of the proposed home in relationship with the other two lots with similar or larger structures and at the end of the video a mass study of the 2 story structure building envelope allowed by the code without a variance. Please let us know if you need more copies for the Council on USB.

Also attached is our structural engineer's opinion and recommendation that our home be demolished and that we rebuild a new replacement structure.

We would like to take this opportunity to point out some of the precedent setting variance cases in Miami Springs that illustrate that nothing we are doing with our requested variances would set a precedent that has not already been set, in Miami Springs.

As you are no doubt are aware, case law does not differentiate between residential, commercial or institutional variances. According to sound theory, the zoning ordinance (law) should state that zoning variances should be granted only when a property owner would have a unique and unusual hardship, created by the physical characteristics of the land, if the ordinance is strictly and literally applied in their case.

As such, our research of the public records just going back to the year 2000 found several cases of New Construction in residential, commercial and institutional cases that were allowed variances of which I would like to site a few for your consideration.

My first case is 44-V-8 at 1401 Westward Drive (Miami Springs Replacement Recreation Center)

We could not have made the argument for our specific variance request on our replacement home better than the arguments made by Former City Manager Jim Borgman on this case.

Jim started out by stating of record that there were no legal hardships in his case, which is a minimum requirement to obtain any variances. In Jim's case there were no hardships given as there was plenty of room on a large open rectangular site, which consisted of an entire City Block to work with.

In contrast our property's odd shape, small depth and triple street frontage creates a legal hardship in trying build upon it.

In Jim's case, there were plenty of residents objecting to the requested variances and many people who appeared in opposition at both public hearings.

Kathie and Martin Marquez
401 Hunting Lodge Drive – Miami Springs, Florida 33166
Mobile: (305)345-2953

In contrast we had no objections from the public on our case and had all surrounding property owners sign a petition supporting all of our variances requested.

Jim went on to state that "His variances were for a new building to replace an existing older building built in 1956." Our variances are for a new replacement home to replace our existing home built in 1950, seven years before building codes even came into existence.

Jim went on to say that:

His replacement building will definitely be an improvement to what presently is on-site. In our case The Board of Adjustment chairman indicated that our design would be an improvement to what is there now. Though offensive as the chairman's statement was since this is our home, we agreed with that public acknowledgement.

Jim continued on to explain that the proposed building is a replacement for the existing building, and the "Footprint" and square footage are very similar. Just like in our case.

Jim commented that the variances and circumstances of the replacement building will not subject the surrounding neighborhood to additional burdens or impact the character of the neighborhood. Just like in our case.

Jim stated that he did not believe his building would impair an adequate supply of light and air to the adjacent properties. It would not be a fire hazard or diminish the established property values within the area. The building should not impair the public health, safety, morals or general public welfare of the City, and should in fact improve them. Just like in our case.

Jim went on to state that because the use of the site will not change, the character of the neighborhood will not change. Just like in our case.

The issue of building a parking garage in lieu of obtaining a parking variance was brought up but due to financial considerations the parking garage option was dropped by the Board and a Parking variance was issued. As we both know financial hardships are not to be considered in a variance case but often do become a factor and consideration.

You indicated of record at the time that the building is considered a legal non-conforming structure. Just like in our case.

You also noted <u>that the existing building is being replaced by another building, which would limit the precedent issue</u>. In our case our home is being replaced by a new home, on a unique odd shaped lot which would also limit the precedence issue.

There was no concern then, as there is <u>not</u> one now of setting a precedence by approving variances on a new construction replacement project especially considering the uniqueness of our legally non-conforming property and the need to protect the Historic Hunting Lodge views.

The Board of Adjustment approved one of the two variances requested on Jim's case, and on appeal the Council set aside the Board of Adjustment recommendation of denial of the height variance and approved the height variance with conditions.

We have also agreed to the City Planner's conditions if our variances are approved.

Kathie and Martin Marquez
401 Hunting Lodge Drive - Miami Springs, Florida 33166
Mobile: (305)345-2953

The public record has many other cases where variances were issued on new construction projects and we would like to quickly note just a few as follows:

Case 8-V-14 5001 NW. 36th Street

New construction 5 story hotel, parking variance; access drive variance; number of stories Approved.

Case 57-V-03 565 La Villa Drive

Demolish an existing house and construct a new home on an undersized lot. Approved

Case 07-V-00 212 Flagler Drive

Variance to permit a two-dwelling unit building and 4 parking space variance on an undersized lot. Approved New Construction

Case 64-V-00 433 Swallow Drive

Variance granted in 1996 for density increase which expired renewed and expired again on new construction. Approved.

Case 44-V-01 22 Hunting Lodge Court

New Construction – Variance to have two, 12-foot approaches and one 18 foot driveway approach. Code limits to one 16 foot and two 12 foot approaches. Approved

Of special note is Case 49-V-03 at 211 Deer Run which was on an existing structure but the public record of your comments are worth noting as follows:

Trellis in the Required Setback – Approved

My Good Friend and long time business associate Jack Odin asked in his strongest of Viking Tones "exactly what the hardship in this case was".

You replied that there are cases where strict determination of a hardship is the primary consideration, other cases that deal with character of the neighborhood and characteristics of the property, etc. You also stated that they did have a certain amount of discretion as a recommender board to the Council and they could take a myriad of circumstances and factors in making a determination.

Jack once again bellowed out that he still could not define "Hardship" in this case.

You responded that, by its very nature, zoning and issues similar to this particular case, are subjective. If the Board wanted to put every one of the cases they heard into a specific category of trying to find a hardship, then 90% of the time they wouldn't be able to. Rather, the Board should look at the change of character of the neighborhood and how the proposal will impact the Applicant's neighbors.

In our variance case all of our neighbors signed our support petition and our design is in keeping with all the other homes with similar garages on Payne Drive as well as designed to protect the public interest of the Historical Hunting Lodge Drive scenic vistas.

Of special note is Variance Case: 09-V-05 300 Whitehorn Drive – approved

Kathie and Martin Marquez
401 Hunting Lodge Drive - Miami Springs, Florida 33166
Mobile: (305)345-2953

This case involved an irregular lot configuration similar to ours, and a demolition of an existing house to build an entirely new one. And regardless of the arguments of the board members the fact of the matter is that a precedent setting variance was issued on a new construction project. So our case does not set the precedent.

It is ironical that the chairman of the Board of Adjustment in our variance case who went on record pointing out that they denied our application because they would not even give a driveway variance on a new construction project. It was the same board member that made the motion to do so in the Whitehorn Drive case which was approved.

You pointed out in the Whitehorn Drive case that it was easier for the Board to deal with irregular shaped lots since the irregular shape of the lots constituted in a hardship. It is unfair to make a calculation of a front yard and the driveway based upon the above mentioned Code Section. This case was an example of a glitch in the system that was unfair to use only the one section in front of the applicant's garage.

The City Zoning code is designed to encourage harmonious, efficient, and well planned development. We believe that our new construction replacement project achieves all of these goals and will be the first in our City's recent history to honor our community's Historical Heritage architectural style that has given our community its unique flavor and character.

The board of appeals must balance the benefit to be realized by the applicant, against the potential detriment to the health, safety and general welfare of the neighborhood or community if the variance were to be granted.

In balancing these interests, the board of appeals according to you in the Miami Springs Replacement Recreation project, should consider nine factors which we have addressed in green below:

1. The variance will not be contrary to the public interest. Our variances help to preserve the public interest by maintaining the historic open space scenic views along Hunting Lodge Drive.
2. The conditions are peculiar to the property. The conditions on our property have existed for 89 years and are peculiar to our property.
3. That were not a result of the actions of the Applicant. The odd shape lot and non-conforming conditions existed long before we purchased the property and are not a result of any actions taken by us.
4. That a literal interpretation of the Chapter would be unjust, unnecessary and an undue hardship. Literal interpretation of the code in our case would destroy the historical scenic vistas along Hunting Lodge Drive which is unnecessary, and unjust as others have received similar variances, and would create an undue hardship on our family.
5. That the proposed variance will not constitute a change in the districts shown on the zoning map. Our variances will not constitute a change in the districts shown on the zoning map as the adjacent properties have the same zoning and already contain structures within the setback area.
6. Will not impair an adequate supply of light and air to adjacent property. Our variances would provide sufficient space around the entire home to allow an adequate supply of light and air to adjacent property.
7. Not materially increase the danger of fire. Our variances would not increase the danger of fire since our proposed home will be made out of concrete and is only a single story structure easily accessible from all sides by the fire department.
8. Materially diminish or impair established property values within the surrounding area. Our variances will only result in replacing an old run down 1950 home with new structure and inspire others in the area to do the same increasing surrounding property values.

Kathie and Martin Marquez
401 Hunting Lodge Drive - Miami Springs, Florida 33166
Mobile: (305)345-2953

9. In any other respect, impair the public health, safety, morals and general welfare of the City. Our variances in all other respects will not impair the public health, safety, morals and general welfare of the City.

Case 09-V-05 300 Whitehorn Drive leads us to believe that two of the three Board of Adjustment members who denied our requested variances were mistaken in their basis for their recommendations as that same board gave a new residential construction project a driveway variance. And that same board and this Council approved the variances for themselves on the new replacement construction project on Westward Drive.

We wanted to send you these cases in advance of our presentation as we will not be making reference to them in our video with an exception of a two sentence reference to the Westward Drive case and its similarities to our case, in terms of their age and need for replacement. Please let us know if you need further information from us.

As previously indicated we need a garage not only for our lawn maintenance equipment but for our car as an escape vehicle in the event of a storm, since we only need to turn on the news to realize that Climate Change is upon us all.

We are fully aware of the body politics at play here especially to someone as active in the community as Kathie and myself have been during the last 30 years. We are under no illusion that logic or fairness will outweigh years of political animosity and can only hope that we can at least get three out of the five Council members to act in a fair and impartial manner in granting our variances.

We will speak to the issue of a double standard in the code for existing home variances versus new construction variances as you and I spoke about. We believe it was a great idea whose time has come maybe not in time for our case.

We would however like to thank you for your kind and thoughtful professionalism and for the years of service you have provided to this City and us all.

Sincerely

Kathie and Martin L. Marquez

Kathie and Martin Marquez
401 Hunting Lodge Drive - Miami Springs, Florida 33166
Mobile: (305)345-2953

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

January 7 for December

General Fund Departments	Cost	Hours
Office of the City Clerk	3,537.00	26.20
Human Resources Department	522.45	3.87
Risk Management	324.00	2.40
Finance Department	411.75	3.05
Professional Services	260.55	1.93
Building,Zoning & Code Enforcement Department	1,632.15	12.09
Planning	873.45	6.47
Police Department	612.90	4.54
Public Works Department	564.30	4.18
Recreation Department	357.75	2.65
IT Department		0.00
Golf	47.25	0.35
Senior		0.00
General - Administrative Work	3,809.70	28.22
Sub-total - General Fund	$12,953.25	95.95

Special Revenue, Trust & Agency Funds		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		0.00
Sub-total - Special Funds	$0.00	0.00

GRAND TOTAL: ALL FUNDS	$12,953.25	95.95

AGENDA MEMORANDUM

Meeting Date: January 11, 2016

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

Via: Ron Gorland, City Manager

From: Armando Guzman, Chief of Police 12/23/2015

Subject: FY 15/16 Police Patrol Vehicles

Recommendation: Recommendation by the Police Department that Council award a Bid to Don Reid Ford, Inc., utilizing Florida Sheriffs Association Bid Award Announcement #15-23-0904 in the amount of $113,356.00, for four (4) 2016 Ford Police Interceptor Utility AWD (K8A) vehicles, as these funds were approved in the FY15/16 Budget pursuant to Section §31.11 (E)(5) of the City Code.

Discussion/Analysis: Purchase four (4) new 2016 Ford Police Interceptor Utility AWD (K8A) vehicles for the Police Department fleet. See attached documentation; FSA Bid Award Announcement #15-23-0904. The four vehicles will be as follows:

Supervisor Unit:	$ 27,309.00
Patrol Unit:	$ 27,309.00
K-9 Unit:	$ 32,808.00
Administrative:	$ 25,930.00
	$113,356.00

Submission Date and Time: 12/23/2015 10:38 AM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Police Department	**Dept. Head:**	**Dept./ Desc.:** Police Vehicles
Prepared by: Leah Cates LGC	**Procurement:**	**Account No.:** 001-2001-521.65-00
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/Funded ☒ Yes ☐ No	**City Manager:**	**Amount previously approved:** $ N/A
		Current request: $ 113,356.00
		Total vendor amount: $ 113,356.00

PROPOSAL

NAME: CITY OF MIAMI SPRINGS POLICE DEPARTMENT
EMAIL: CLAIRE@MIAMISPRINGS-FL.GOV
ATTN: SGT. GURNEY

DATE: DECEMBER 3, 2015

2016 FORD POLICE INTERCEPTOR UTILITY AWD (K8A)	$25,487.00
3.7L V6 TIVCT ENGINE	
6 SPEED AUTOMATIC TRANSMISSION	
(43D) COURTESY LAMP DISABLED	$19.00
(65U) INTERIOR UPGRADE PKG	$389.00
TEMPORARY TAG	$35.00
TOTAL	$25,930.00

PER FSA CONTRACT 15-23-0904
SPEC # 7

DELIVERY 90-120 DAYS ARO

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereonin writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

Please return this form via Fax: (407) 647-4779 or email - EJore@aol.com

ACCEPTED:_____

PO#_____

Respectfully submitted,
ERIC JORE
FLEET MANAGER
DON REID FORD, INC.

PROPOSAL

NAME: CITY OF MIAMI SPRINGS POLICE DEPARTMENT
EMAIL: CLAIRE@MIAMISPRINGS-FL.GOV
ATTN: SGT. GURNEY

DATE: DECEMBER 3, 2015

2016 FORD POLICE INTERCEPTOR UTILITY AWD (K8A)	$25,487.00
3.7L V6 TIVCT ENGINE	
6 SPEED AUTOMATIC TRANSMISSION	
(43D) COURTESY LAMP DISABLED	$19.00
(18W) REAR WINDOWS INOPERABLE	$24.00
(68G) REAR DOOR HANDLES & LOCKS INOPERABLE	$34.00
EXTRA CARE - 5/75,000 $0 DEDUCTIBLE	$1,710.00
TEMPORARY TAG	$35.00
TOTAL	$27,309.00

PER FSA CONTRACT 15-23-0904
SPEC # 7

DELIVERY 90-120 DAYS ARO

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereonin writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

Please return this form via Fax: (407) 647-4779 or email - EJore@aol.com

ACCEPTED:_____

PO#_____

Respectfully submitted,
ERIC JORE
FLEET MANAGER
DON REID FORD, INC.

(1)

PROPOSAL

NAME: CITY OF MIAMI SPRINGS POLICE DEPARTMENT
EMAIL: CLAIRE@MIAMISPRINGS-FL.GOV
ATTN: SGT. GURNEY

DATE: DECEMBER 3, 2015

2016 FORD POLICE INTERCEPTOR UTILITY AWD (K8A)	$25,487.00
3.7L V6 TIVCT ENGINE	
6 SPEED AUTOMATIC TRANSMISSION	
(17T) CARGO DOME LAMP	$49.00
(19L) EASY FUEL WITH LOCK	$19.00
(43D) COURTESY LAMP DISABLED	$19.00
(60R) NOISE SUPPRESSION BONDS	$99.00
(DLR) K-9 CONTAINER	$2,695.00
(DLR) HEAT ALARM SYSTEM	$995.00
(DLR) ELECTRIC REMOTE REAR DOOR OPENING SYSTEM	$1,700.00
EXTRA CARE - 5/75,000 $0 DEDUCTIBLE	$1,710.00
TEMPORARY TAG	$35.00
TOTAL	$32,808.00

PER FSA CONTRACT 15-23-0904
SPEC # 7

DELIVERY 90-120 DAYS ARO

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereonin writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

Please return this form via Fax: (407) 647-4779 or email - EJore@aol.com

ACCEPTED:_____

PO#_____

Respectfully submitted,
ERIC JORE
FLEET MANAGER
DON REID FORD, INC.

AGENDA MEMORANDUM

Meeting Date: January 11, 2016

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

Via: Ron Gorland, City Manager

From: Armando Guzman, Chief of Police 12/23/2015

Subject: FY 15/16 Police Vehicle Equipment

Recommendation: Recommendation by the Police Department that Council award a Bid to Signal Technology Enterprises, Inc., utilizing (piggybacking) City of Miami Bid No. 270252 (16) in the amount of $25,325.18, for emergency equipment and installation for the four new 2016 Ford Police Interceptor Utility AWD (K8A) vehicles, as these funds were approved in the FY15/16 Budget pursuant to Section §31.11 (E)(5) of the City Code.

Discussion/Analysis: Purchase emergency equipment for the four new 2016 Ford Police Interceptor Utility AWD (K8A) vehicles for the Police Department fleet. See attached documentation; Four estimates from Signal Technology Enterprises, Inc. and City of Miami Contract Award.

Supervisor Unit:	$ 6,525.50
Patrol Unit:	$ 7,515.50
K-9 Unit:	$ 6,224.58
Administrative:	$ 5,059.60
	$25,325.18

Submission Date and Time: 12/23/2015 2:09 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Police Department	Dept. Head:	Dept./ Desc.: Police Vehicles
Prepared by: Leah Cates	Procurement:	Account No.: 001-2001-521.65-00
Attachments: ☒ Yes ☐ No	Asst. City Mgr.:	Additional Funding: N/A
Budgeted/Funded ☒ Yes ☐ No	City Manager:	Amount previously approved: $ N/A
		Current request: $ 25,325.18
		Total vendor amount: $ 25,325.18

SIGNAL TECHNOLOGY ENTERPRISES INC
d/b/a PUBLIC SAFETY USA
420 W. 27 ST.
Hialeah, FL 33010
T: 1-888-895-8745

Estimate

Date	Quote #
11/20/15	2013300

Name / Address	Ship To
CITY OF MIAMI SPRINGS FINANCE DEPARTMENT 201 WESTWARD DRIVE FIRST FLOOR MIAMI, SPRINGS, FL 33166	

Sales Representative	P.O. No.
AE	

Item	Description	Qty	Rate	Total
INTG44S-FL	Integrity 44" Lightbar (special configuration for Florida), Front/Rear Red (Driver), Front/Rear Blue (Passenger), Amber Signal Master on Rear with Four White Takedown modules facing forward and Full White LED Flood Lighting foward. Also with Hoo Mount.	1	2,375.00	2,375.00
HKB-EXPE	KIT,HOOK,MOUNTING,EXPEDIT	1	0.00	0.00
SSP2000B	SSP2000B Platinum Siren with Microphone and Cable.	1	0.00	0.00
ES100C	ES100 SPEAKER 100 WATT	1	0.00	0.00
ESB-EXP07	KIT,SPKR,MTG,07-08 EXPED,	1	0.00	0.00
ST-360W	SIGNAL TECH 360 DEGREE CONER LED WHITE	4	60.00	240.00
MPSW9-B	9-LED wide angle light, Blue	1	129.00	129.00
MPSW9-R	9-LED wide angle light, Red	1	129.00	129.00
329001-3	SINGLE VIPER BLUE SYNC	1	105.00	105.00
329001-4	SINGLE VIPER RED SYNC	1	105.00	105.00
7160-0166	Kit, Ford Police Int. Utility, MCS Console Box & Mongoose Motion Attchment	1	595.00	595.00
UT-101	Havis Premium Universal Computer Tray's	1	360.00	360.00
MPS600-RB	6 LED SURFACE MOUNT RED/BLUE	2	75.00	150.00
ST-12VBOX	SIGNAL TECH 12 VOLT 3 OUTLET CIG. LIGHTER PLUG BOX	1	28.00	28.00
PS-202-08U	8 GANG FUSE BLOCK WITH GROUNDING PAD	2	16.00	32.00
PS-GCA100	PUBLIC SAFETY USA GCA SERIES , MANUAL RESET , TYPE III 100 AMP CIRCUIT BREAKER	2	27.00	54.00
SC-916-AR	Model SC-916-AR / Fixed Wall/Trunk Setup	1	245.00	245.00
X800	800 WATT POWER INVERTER	1	98.50	98.50
SHIPPING	SHIPPING FEE	1	245.00	245.00
INSTALL	INSTALL FEE	1	1,040.00	1,040.00
360 DETEC...	360 AMBUSH DETECTOR SYSTEM WITH 8 SENSORS AND DISPLAY	1	595.00	595.00
	2016 POLICE INTERCEPTOR SUV PPV AWD SUPERVISOR UNIT			

Subtotal	$6,525.50	Sales Tax (6.0%)	$0.00	Total	$6,525.50

SIGNAL TECHNOLOGY ENTERPRISES INC
d/b/a PUBLIC SAFETY USA
420 W. 27 ST.
Hialeah, FL 33010
T: 1-888-895-8745

Estimate

Date	Quote #
11/20/15	2013299

Name / Address	Ship To
CITY OF MIAMI SPRINGS FINANCE DEPARTMENT 201 WESTWARD DRIVE FIRST FLOOR MIAMI, SPRINGS, FL 33166	

Sales Representative	P.O. No.
AE	

Item	Description	Qty	Rate	Total
INTG44S-FL	Integrity 44" Lightbar (special configuration for Florida), Front/Rear Red (Driver), Front/Rear Blue (Passenger), Amber Signal Master on Rear with Four White Takedown modules facing forward and Full White LED Flood Lighting foward. Also with Hoo Mount.	1	2,375.00	2,375.00
HKB-EXPE	KIT,HOOK,MOUNTING,EXPEDIT	1	0.00	0.00
SSP2000B	SSP2000B Platinum Siren with Microphone and Cable.	1	0.00	0.00
ES100C	ES100 SPEAKER 100 WATT	1	0.00	0.00
ESB-EXP07	KIT,SPKR,MTG,07-08 EXPED,	1	0.00	0.00
ST-360W	SIGNAL TECH 360 DEGREE CONER LED WHITE	4	60.00	240.00
MPSW9-B	9-LED wide angle light, Blue	1	129.00	129.00
MPSW9-R	9-LED wide angle light, Red	1	129.00	129.00
329001-3	SINGLE VIPER BLUE SYNC	1	105.00	105.00
329001-4	SINGLE VIPER RED SYNC	1	105.00	105.00
7160-0166	Kit, Ford Police Int. Utility, MCS Console Box & Mongoose Motion Attchment	1	595.00	595.00
UT-101	Havis Premium Universal Computer Tray's	1	360.00	360.00
MPS600-RB	6 LED SURFACE MOUNT RED/BLUE	2	75.00	150.00
ST-12VBOX	SIGNAL TECH 12 VOLT 3 OUTLET CIG. LIGHTER PLUG BOX	1	28.00	28.00
PS-202-08U	8 GANG FUSE BLOCK WITH GROUNDING PAD	2	16.00	32.00
PS-GCA100	PUBLIC SAFETY USA GCA SERIES , MANUAL RESET , TYPE III 100 AMP CIRCUIT BREAKER	2	27.00	54.00
SC-916-AR	Model SC-916-AR / Fixed Wall/Trunk Setup	1	245.00	245.00
X800	800 WATT POWER INVERTER	1	98.50	98.50
MISC	PUBLIC SAFETY USA PS-1 STASH AND STOW PARTITION WITH HORIZONTAL SLIDING WINDOW AND RECESS MOUNT	1	595.00	595.00
MISC	PUBLIC SAFETY USA PS-RBUT REAR PARTITION BARRIER FO FORD UTILIY 2015	1	395.00	395.00
SHIPPING	SHIPPING FEE	1	245.00	245.00
INSTALL	INSTALL FEE	1	1,040.00	1,040.00
360 DETEC...	360 AMBUSH DETECTOR SYSTEM WITH 8 SENSORS AND DISPLAY	1	595.00	595.00
	2016 POLICE INTERCEPTOR SUV PPV AWD PATROL UNIT			

Subtotal	$7,515.50	Sales Tax (6.0%)	$0.00	Total	$7,515.50

SIGNAL TECHNOLOGY ENTERPRISES INC
d/b/a PUBLIC SAFETY USA
420 W. 27 ST.
Hialeah, FL 33010
T: 1-888-895-8745

Estimate

Date	Quote #
11/20/15	2013301

Name / Address	Ship To
CITY OF MIAMI SPRINGS FINANCE DEPARTMENT 201 WESTWARD DRIVE FIRST FLOOR MIAMI, SPRINGS, FL 33166	

Sales Representative	P.O. No.
AE	

Item	Description	Qty	Rate	Total
ILSSF-26388...	(Federal Signal) Solaris ILS, "Split" Front Headliner, R-R-R-R (Driver).	1	754.00	754.00
CNSM8R-26...	(4) Red LED Reflectors, (4) Blue LED Reflectors with Interface Module Included	1	601.08	601.08
SSP2000B	SSP2000B Platinum Siren with Microphone and Cable.	1	625.00	625.00
ES100C	ES100 SPEAKER 100 WATT	1	149.00	149.00
ESB-EXP07	KIT,SPKR,MTG,07-08 EXPED,	1	0.00	0.00
ST-360W	SIGNAL TECH 360 DEGREE CONER LED WHITE	4	60.00	240.00
MPSW9-B	9-LED wide angle light, Blue	1	129.00	129.00
MPSW9-R	9-LED wide angle light, Red	1	129.00	129.00
329001-3	SINGLE VIPER BLUE SYNC	1	105.00	105.00
329001-4	SINGLE VIPER RED SYNC	1	105.00	105.00
7160-0166	Kit, Ford Police Int. Utility, MCS Console Box & Mongoose Motion Attchment	1	595.00	595.00
UT-101	Havis Premium Universal Computer Tray's	1	360.00	360.00
MPS600-RB	6 LED SURFACE MOUNT RED/BLUE	2	75.00	150.00
ST-12VBOX	SIGNAL TECH 12 VOLT 3 OUTLET CIG. LIGHTER PLUG BOX	1	28.00	28.00
INSTALL	INSTALL FEE	1	1,040.00	1,040.00
PS-202-08U	8 GANG FUSE BLOCK WITH GROUNDING PAD	2	16.00	32.00
PS-GCA100	PUBLIC SAFETY USA GCA SERIES , MANUAL RESET , TYPE III 100 AMP CIRCUIT BREAKER	2	27.00	54.00
SC-916-AR	Model SC-916-AR / Fixed Wall/Trunk Setup	1	245.00	245.00
SHP	SHIPPING FEE	1	190.00	190.00
X800	800 WATT POWER INVERTER	1	98.50	98.50
360 DETEC...	360 AMBUSH DETECTOR SYSTEM WITH 8 SENSORS AND DISPLAY	1	595.00	595.00
	2016 FORD INTERCEPTOR SUV K-9			

Subtotal	$6,224.58	Sales Tax (6.0%)	$0.00	Total	$6,224.58

SIGNAL TECHNOLOGY ENTERPRISES INC
d/b/a PUBLIC SAFETY USA
420 W. 27 ST.
Hialeah, FL 33010
T: 1-888-895-8745

Estimate

Date	Quote #
11/20/15	2013302

Name / Address	Ship To
CITY OF MIAMI SPRINGS FINANCE DEPARTMENT 201 WESTWARD DRIVE FIRST FLOOR MIAMI, SPRINGS, FL 33166	

Sales Representative	P.O. No.
AE	

Item	Description	Qty	Rate	Total
MISC	SIGNAL TECHNOLOGY ST-INNERSTEALTH-R/B	1	420.00	420.00
MISC	SIGNAL TECHNOLOGY 8-HEAD REAR STICK R/B	1	340.00	340.00
SSP2000B	SSP2000B Platinum Siren with Microphone and Cable.	1	625.00	625.00
ES100C	ES100 SPEAKER 100 WATT	1	149.00	149.00
ESB-EXP07	KIT,SPKR,MTG,07-08 EXPED,	1	0.00	0.00
MISC	SIGNAL TECHNOLOGY MICROPULSES R/B TWO (2) GRILL AND TWO (2) INTERSECTION REAR DOORS	4	65.00	260.00
ST-360W	SIGNAL TECH 360 DEGREE CONER LED WHITE	4	60.00	240.00
329001-3	SINGLE VIPER BLUE SYNC	1	126.55	126.55
329001-4	SINGLE VIPER RED SYNC	1	126.55	126.55
7160-0166	Kit, Ford Police Int. Utility, MCS Console Box & Mongoose Motion Attchment	1	595.00	595.00
UT-101	Havis Premium Universal Computer Tray's	1	360.00	360.00
ST-12VBOX	SIGNAL TECH 12 VOLT 3 OUTLET CIG. LIGHTER PLUG BOX	1	28.00	28.00
INSTALL	INSTALL FEE	1	1,170.00	1,170.00
PS-202-08U	8 GANG FUSE BLOCK WITH GROUNDING PAD	2	16.00	32.00
PS-GCA100	PUBLIC SAFETY USA GCA SERIES , MANUAL RESET , TYPE III 100 AMP CIRCUIT BREAKER	2	27.00	54.00
SC-916-AR	Model SC-916-AR / Fixed Wall/Trunk Setup	1	245.00	245.00
SHP	SHIPPING FEE	1	190.00	190.00
X800	800 WATT POWER INVERTER	1	98.50	98.50
	2016 FORD INTERCEPTOR ADMINISTRATIVE VEHICLE CHIEF GUZMAN			

Subtotal	$5,059.60	Sales Tax (6.0%)	$0.00	Total	$5,059.60

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

TO: Honorable Mayor Garcia and Members of the City Council

FROM: Erika Gonzalez-Santamaria, City Clerk

DATE: December 9, 2015

SUBJECT: **PENDING BOARD APPOINTMENTS**

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The following appointments are pending:

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
Board of Adjustment/Zoning and Planning Board				
Mayor Zavier Garcia	Juan Molina	04-30-2018	01-29-2015	11-09-2015
Councilman Best	Bob Calvert	04-30-2018	01-28-2013	11-09-2015
Bain Vice Mayor	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilwoman Buckner	Bill Tallman	04-30-2016	01-11-2010	05-14-2012
Councilman Petralanda	Manuel Pérez-Vichot	04-30-2017	12-14-1998	11-09-2015
Mayor Garcia	Alejandro J. Gonzalez	10-31-2017	12-03-2015	12-03-2015
Architectural Review Board				
Mayor Zavier Garcia	Marc Scavuzzo*	10-31-2016	08-27-2012	11-09-2015
Councilman Best	Valentine Soler	10-31-2016	01-14-2013	11-09-2015
Vice Mayor Bain	Joe Valencia*	10-31-2016	02-27-2012	11-09-2015
Councilwoman Buckner	Fredy Albiza*	10-31-2016	08-27-2012	11-09-2015
Councilman Petralanda	Ana Paula Ibarra*	10-31-2016	10-10-2011	11-09-2015
Code Enforcement Board				
Mayor Zavier Garcia	Jorge Filgueira*	11-30-2017	08-27-2012	11-09-2015
Mayor Zavier Garcia	Walter Dworak	09-30-2016	11-14-2005	09-14-2010
Councilman Best	Marlene B. Jiménez	09-30-2018	03-02-2005	11-09-2015
Vice Mayor Bain	John Bankston	09-30-2017	09-23-2002	11-09-2015
Councilman Bain	Rhonda Calvert	09-30-2017	09-25-2006	11-09-2015
Councilwoman Buckner	Jacqueline Martinez Regueira	09-30-2018	06-09-2003	11-09-2015
Councilman Petralanda	Robert (Bob) Williams	09-30-2016	03-10-2008	10-25-2010
Code Review Board				
Mayor Zavier Garcia	VACANT	04-30-2018		
Councilman Best	Maria (Nuñez) Garrett	04-30-2017	05-08-2009	11-09-2015
Vice Mayor Bain	Arthur Freyre	04-30-2017	05-19-2009	05-09-2011
Councilwoman Buckner	Dan Dorrego	04-30-2016	08-11-2003	05-24-2010
Councilman Petralanda	Jana Armstrong	04-30-2016	06-11-2001	05-10-2010
Disability Advisory Board				
Mayor Zavier Garcia	VACANT	12-31-2016		
Councilman Best	Catherine Stadnik	12-31-2016	12-14-1998	02-14-2011
Vice Mayor Bain	Grace Bain	12-31-2016	01-13-2014	01-13-2014
Councilwoman Buckner	Richard Barnes	12-31-2016	05-11-2009	01-24-2011
Councilman Petralanda	Thomas W. Cannon	12-31-2016		

Ecology Board

Mayor Zavier Garcia	Wendy Anderson Booher*	04-30-2018	01-12-2009	11-09-2015
Councilman Best	Trina Aguila	04-30-2018	10-28-2013	11-09-2015
Vice Mayor Bain	Carl Malek*	04-30-2017	11-22-2010	05-09-2011
Councilwoman Buckner	Marielys Acosta	04-30-2016	09-09-2013	09-09-2013
Councilman Petralanda	Michael Kobiakov	04-30-2016	08-12-2013	08-12-2013

Education Advisory Board

Mayor Zavier Garcia	Alyssa C. Roelans	05-31-2017	02-17-2015	11-09-2015
Councilman Best	Constantino Hernandez	05-31-2017	04-27-2015	11-09-2015
Vice Mayor Bain	Dr. Mara Zapata*	05-31-2017	06-13-2011	11-09-2015
Councilwoman Buckner	Ilia Molina	05-31-2017	02-05-2015	11-09-2015
Councilman Petralanda	Steve Owens	05-31-2017	05-13-2013	11-09-2015

Golf and Country Club Advisory Board

Mayor Zavier Garcia	Michael Domínguez*	07-31-2017	04-12-2010	11-09-2015
Councilman Best	Mark Safreed	07-30-2017	08-08-2005	11-09-2015
Vice Mayor Bain	George Heider	07-31-2017	08-13-2001	11-09-2015
Councilwoman Buckner	Ken Amendola*	07-31-2017	10-10-2011	11-09-2015
Councilman Petralanda	Art Rabade	07-31-2017	03-11-2013	11-09-2015

Historic Preservation Board

Mayor Zavier Garcia	Sydney Garton	01-31-2016	11-08-1993	02-08-2010
Councilman Best	Charles M. Hill	02-28-2018	03-08-2004	11-09-2015
Vice Mayor Bain	Yvonne Shonberger	02-28-2017	06-13-2005	09-10-2012
Councilwoman Buckner	Dr. James Watson	02-28-2018	06-09-2014	11-09-2015
Councilman Petralanda	Jo Ellen Phillips	01-31-2016	2-14-2013	08-26-2013

Board of Parks & Parkways

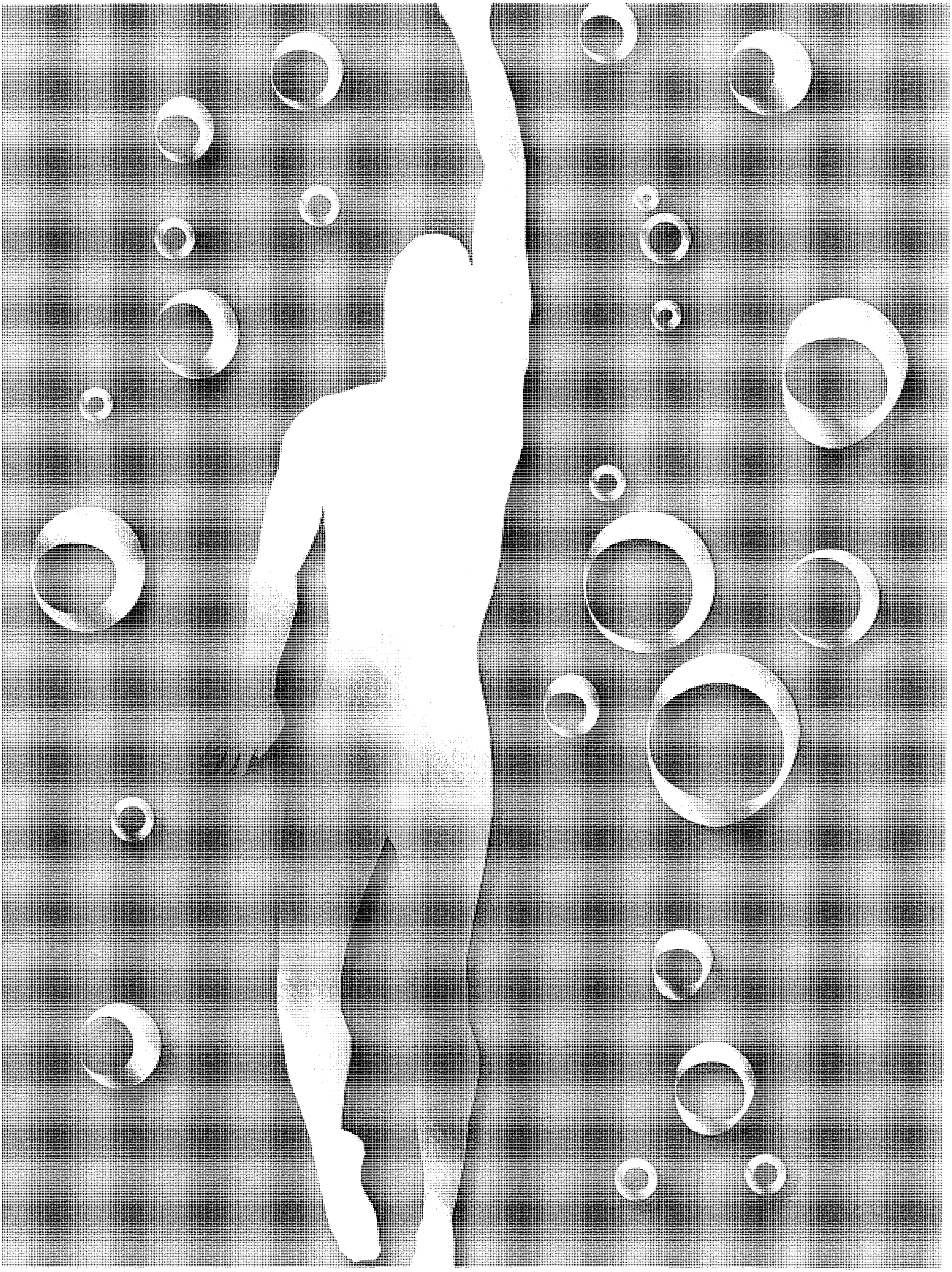
Mayor Zavier Garcia	Eric Richey	04-30-2018	02-13-1989	11-09-2015
Councilman Best	Tammy K. Johnston	04-30-2018	04-27-2006	11-09-2015
Vice Mayor Bain	Lynne V. Brooks*	04-30-2018	08-08-2011	11-09-2015
Councilwoman Buckner	Irene Priess	04-30-2017	08-13-2001	04-25-2011
Councilman Petralanda	Lee Fisher	04-30-2017	03-23-2015	03-23-2015

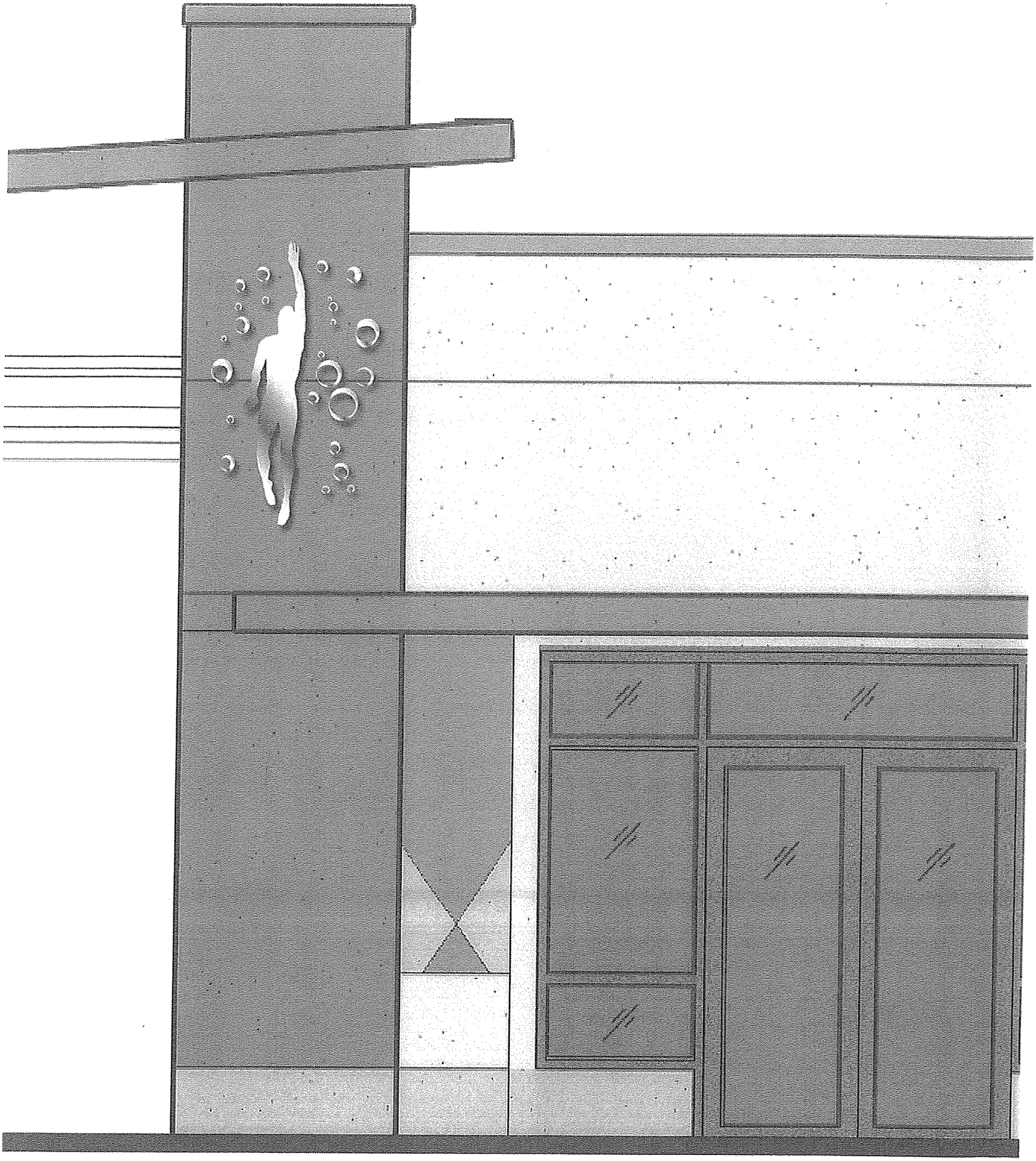
Recreation Commission

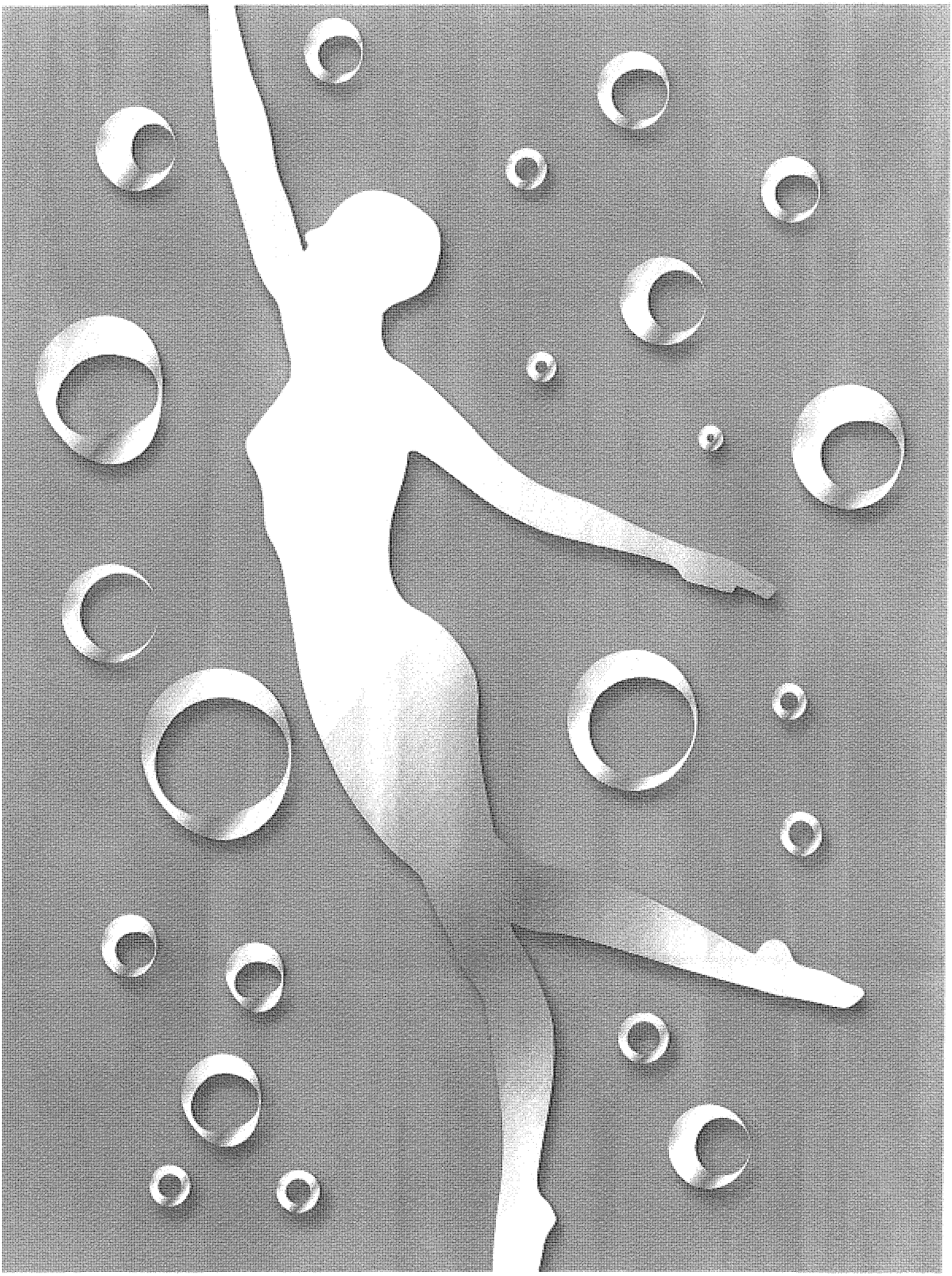
Mayor Zavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
Councilman Best	Mark A. Johnston	04-30-2018	04-22-2013	04-22-2013
Vice Mayor Bain	Dr. Stephanie Kondy	04-30-2017	06-13-2005	09-10-2012
Councilwoman Buckner	Miguel Becerra	04-30-2017	09-09-2015	09-09-2015
Councilman Petralanda	Alexander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

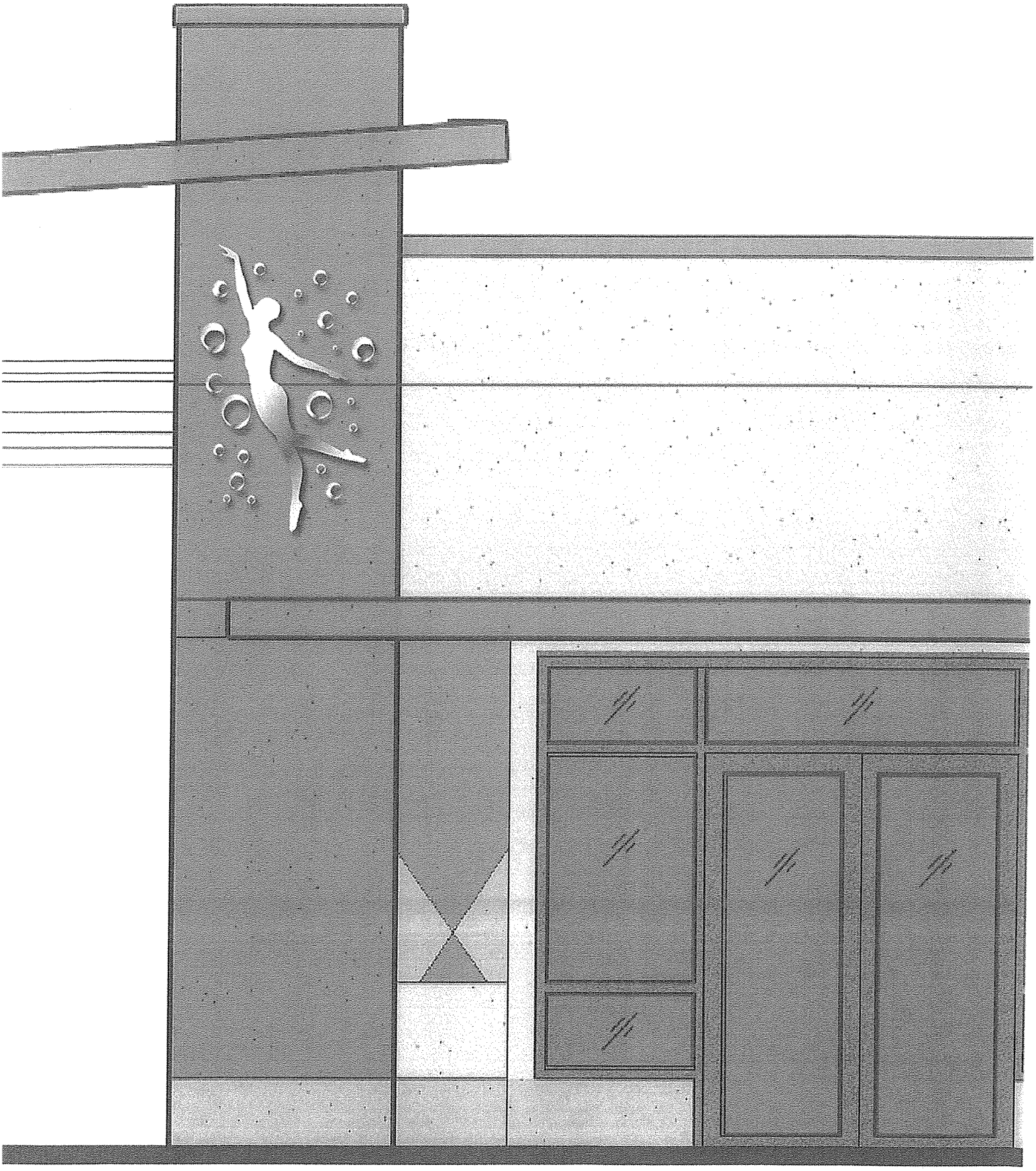
* Architectural Review Board
Ecology Board - Council confirmation required per §32.40
Education Advisory Board - Council confirmation required per §32.99 (A)
Board of Parks and Parkways – Council confirmation required per §32.30

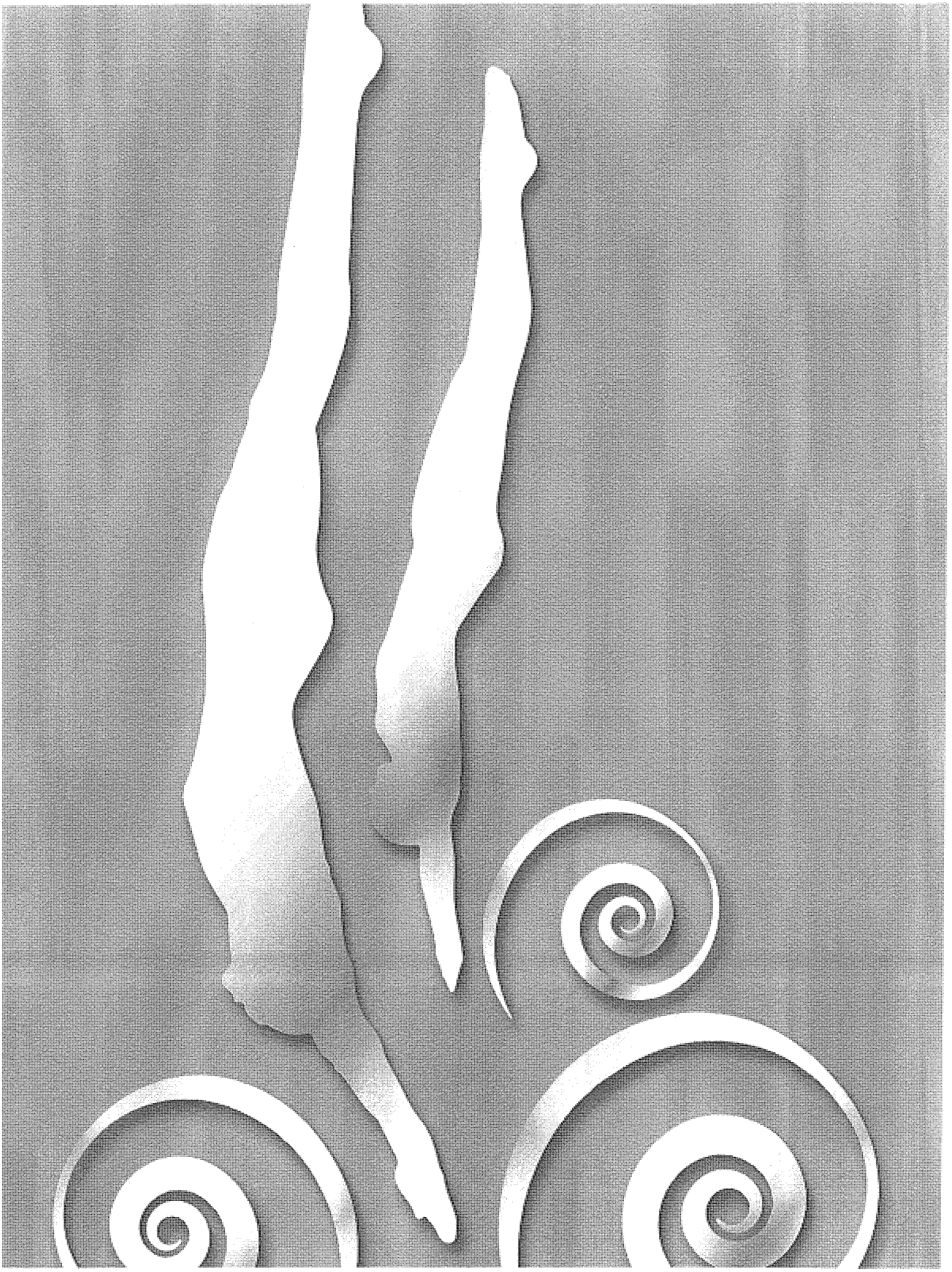
"No Board/Commission member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the City Council."

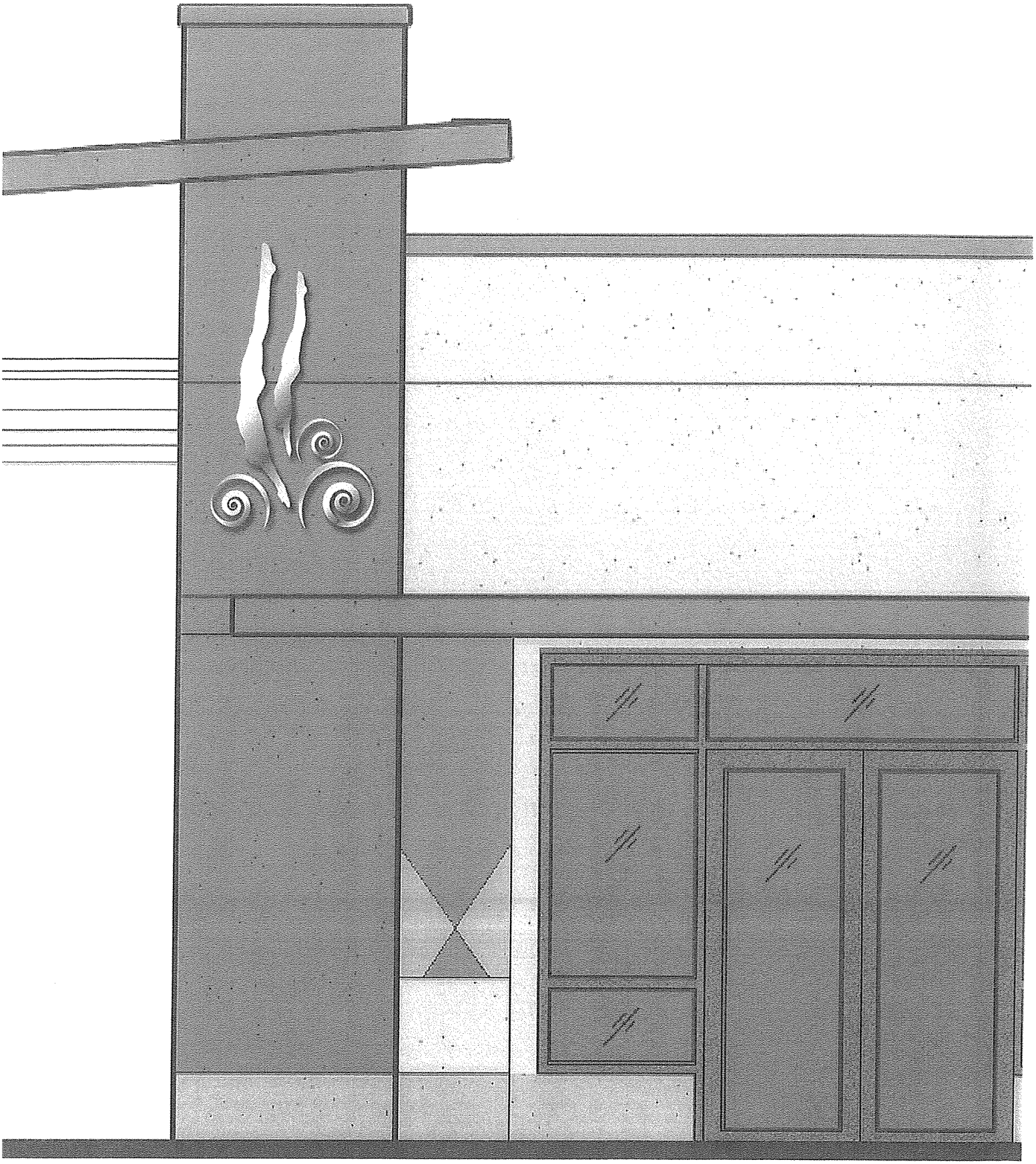












AGENDA MEMORANDUM

Meeting Date: **1/11/2016**

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

From: Ron Gorland, City Manager

Subject: Partial Closure of Circle for Relay for Life Fundraising Event

---

Request:

Elaine Martin, event Chairperson, requests partial closure of the Circle for subject event to be held on March 12th, 2016 (per attached).

March 2016

CITY OF MIAMI SPRINGS

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

SPECIAL EVENTS APPLICATION

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

1. **APPLICANT**: ELAINE MARTIN / LOLA AKERELE
Name of Organization: AMERICAN CANCER SOCIETY
Address: 8095 NW 12 St Doral FL
Phone: 305-779-2877 (LOLA) ~~Fax~~ 305-883-7738 (Elaine)

2. **EVENT**: RELAY FOR LIFE of MIAMI SPRINGS / VIRGINIA GARDENS
Purpose: RAISE FUNDS FOR CANCER RESEARCH
Profit: _____ Non-Profit: X
Date: SATURDAY 3-12-2016
Time Start: 9AM (Setup 7AM) End: 8PM (cleanup - 79PM)
Estimated # of participants: 100 Estimated # of spectators: 500 over course of day
Location of event: on the CIRCLE w/partial closure to Council
(Attach map to show route, if applicable)

3. **INSURANCE**: Attach Certificate of Insurance naming City of Miami Springs as an additional insured: Limits $1 Million each person; $2 Million each occurrence for bodily injury liability; $100,000 each occurrence on property damage liability.

4. **RENTAL FEE**: Circle/Gazebo pavilion for weddings and/or private events: Rental fee for 3-hour minimum is $500.00, and every additional hour is $125.00. Curtiss Parkway median rental fee is $100.00. (Non-profit organizations will not be charged a fee. Proper documentation must be shown). Per Resolution #2012-3557.

5. **FACILITY CLEAN-UP/DAMAGE REPAIR**: There is a deposit required of $100 to cover cost of applicant litter clean-up and facility repair. Applicant agrees to reimburse the City if its clean-up/damage repair costs exceed the $100 deposit. If no clean-up/damage repair is required, the deposit will be returned. **NOTE**: Applicant is responsible for providing adequate "recycling" containers to dispose of recyclable material.

6. **SPECIAL SERVICE**: Police: Traffic control and/or crowd control will be determined by the Miami Springs Police Department. Any police personnel costs incurred in addition to normal operating expenses will be provided by off-duty police officers and must be arranged with the Chief of Police or his designee.

7. **CODE COMPLIANCE**: Any placement of placards, banners, signs, etc., must be cleared with the Code Compliance Officer in compliance with the City Code.

8. **NOISE AND MUSIC PERMITS**: Permits may be issued upon the completion of the application, investigation, and decision making processes set forth in Code of Ordinance sections 99-20 through 99-25.

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

Applicant: Elaine Martin / Event Lead — Elaine Martin — 10/26/2015
(Print Name/Title) (Signature) (Date)

msvgrelay@gmail.com

1. Risk Manager _____ Date 12/18/15
2. Chief of Police _____ Date 12/21/2015
3. Code Compliance _____ Date 12/21/15
4. City Manager _____ Date 12/23/15

Enclosure:	Yes	No	Waived
Certificate of Insurance	✓		
Route Map			
Clean-up/Damage Repair Deposit			
Usage Fee			✓
Special Condition			
Facility Agreement			

REFERENCES: _____

FOLLOW-UP NOTES: _____

Please initial _____

139199

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commercial Lines – (404) 923-3700
Wells Fargo Insurance Services USA, Inc.
3475 Piedmont Road NE, Suite 800
Atlanta, GA 30305-2886

CONTACT NAME: Alexander Mortimer
PHONE (A/C, No, Ext): 404-923-3732 FAX (A/C, No): 877-362-9069
E-MAIL ADDRESS: alexander.mortimer@wellsfargo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
American Cancer Society, Inc.
250 Williams Street
Atlanta, GA 30303

COVERAGES **CERTIFICATE NUMBER:** 9862783 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		35943463	09/01/2015	09/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 25,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: COIR00001065; Relay For Life of Miami Springs/Virginia Gardens; 54 Curtiss Parkway, Miami Springs FL; Event Date: March 12, 2016 (mm)

Certificate holder is included as an additional insured in accordance with the terms and conditions of the general liability policy.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA MEMORANDUM

Meeting Date: 1/11/2016

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

Via: Ron Gorland, City Manager
William Alonso, Asst. City Manager/Finance Director

From: Tammy Romero, Professional Services Supervisor

Subject: Authorize the execution of an agreement with Waterfront Property Services, LLC d/b/a Gator Dredging for Phase I of the Canal Bank Restoration

RECOMMENDATION:

Recommendation by Finance that Council authorize the execution of an agreement with Waterfront Property Services, LLC d/b/a Gator Dredging, piggybacking with the City of Fort Lauderdale utilizing contract #233-11070 (attached), in the amount of $500,000.00, for Phase I - North Esplanade Canal (beginning at North Royal Poinciana Blvd. heading south and ending at Westward Drive) of the Canal Bank Restoration Project, to stabilize the collapsing embankments and construct a more permanent solution to dilapidating canal banks as funds were made available through the State of Florida, DEP, Division of Water Restoration Assistance (on a cost reimbursement basis with no match requirement) which were approved by Council on the December 14th, 2015 meeting.

DISCUSSION:

Council approved in December the contract with the State of Florida, Department of Environmental Protection, on a cost reimbursement basis with no match requirement, to conduct a study of the Melrose and Esplanade drainage canal bank erosion problems, design solutions and implement stabilization to remediate embankment collapse and resulting negative impact on flow, roads, trees and vegetation. The severe erosion problem has been identified in residential areas within Miami Springs where stormwater runoff is channeled and has currently affected approximately one (1) mile of canal embankments fronting homes and roadway.

Craven Thompson developed the Canal Bank Work Plan and Gator Dredging performed the Conceptual and Preliminary Drawings necessary for the project. The project was broken down into four (4) phases. Due to funding, staff has determined that only Phase I (N. Esplanade Canal) of the project can be completed at this time. This Phase begins at NRP Blvd. heading south and ends at Westward Drive.

FISCAL IMPACT: None. The 500,000.00 will cover the costs for Phase I of the project.

Submission Date and Time: 1/7/2016 11:09 AM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Finance	Dept. Head:	Dept./ Desc.: Stormwater- Imp. O/T Bldg.
Prepared by: Tammy Romero	Procurement:	Account No.: 440-3901-539-63-00
Attachments: ☒ Yes ☐ No	Asst. City Mgr.:	Additional Funding:
Budgeted/ Funded: ☒ Yes ☐ No	City Manager:	Amount previously approved: $ 0.00
		Current request: $ 500,000.00
		Total vendor amount: $ 500,000.00

PIGGYBACK AGREEMENT TO PROVIDE DREDGING/SLOPE STABILIZATION SERVICES

THIS AGREEMENT is entered into this_____2015 by and between the **CITY OF MIAMI SPRINGS,** a Florida municipal corporation ("City"), and **WATERFRONT PROPERTY SERVICES, LLC d/b/a GATOR DREDGING,** (FEIN# 20-3403593), a Florida registered, limited liability company ("Vendor") located at 13630 50th Way North, Clearwater, FL 33760.

WITNESSETH:

WHEREAS

A. City's purchasing policies and procedures provide for contracts with vendors pursuant to a "piggyback" procedure whereby the City contracts with vendors that were the successful competitive bidders and subsequently entered into an agreement with other governmental entities.

B. City desires to enter into an agreement to provide dredging and slope stabilization services without the necessity of a competitive bid.

C. Vendor was the successful competitive proposer pursuant to Request for Proposals Contract No. 233-11070, Project 11729 with the City of Fort Lauderdale for Annual Dredging services, and entered into a purchase agreement with the City of Fort Lauderdale on January 22, 2013.

D. City now desires to piggyback the contract between City of Fort Lauderdale and Vendor.

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

   1.1. *Agreement* - This Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.

   1.2. *Vendor*- Gator Dredging, whose mailing address is 13630 50th Way North, Clearwater, FL 33760.

   1.3. *City*- City of Miami Springs, a Florida municipal corporation, whose mailing address is 345 N. Royal Poinciana Blvd, Miami Springs, Florida 33166, and whose fax number is 605-805-5195.

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1.4. *Piggyback Agreement* - The Agreement between City of Fort Lauderdale and Gator Dredging, for Dredging Services dated January 22, 2013, as shown in **Exhibit A.**

1.5. *Pricing* - The item price the City will pay is set forth in Exhibit B attached hereto.

2. **Piggyback Agreement.** Subject to the terms of this Agreement that modify the Piggyback Agreement, Vendor agrees to provide to City, and City agrees to procure on an as-needed basis from Vendor, the services set forth in the Vendor's submitted bid proposal using the pricing attached in Exhibit B.

3. **Purchase Price.** The prices set forth in the Vendor's submitted bid proposal shall not be changed during the term of this Agreement.

4. **Term and Termination.** The term of this Agreement shall begin on_____and continue until_____or unless otherwise terminated as set forth herein. This agreement may be renewed for up to one (1} additional one (1} year period subject to written agreement of both parties.

5. **Specific Amendments to Piggyback Agreement.** The Piggyback Agreement is amended by this Agreement where there are differences. References to City of Ft Lauderdale, shall be replaced in all instances with "City of Miami Springs", along with the specific modifications set forth as follows:

Bill To is hereby amended as follows:

Mail Invoice To: City of Miami Springs
Finance Department
201 Westward Drive
Miami Springs, FL 33166

Contact Person: Tom Nash - (305) 805-5170

Contract Item #1 is hereby revised to include Final design plans and an initial regulatory authority permit application preparation(s). City to pay any required permit application fees.

Contract item #5 is hereby revised to include the installation of rock (size: 6-in to 2-ft), fill, and geotextile provided by the City.

6. **Independent Contractor Status.** City expressly acknowledges the Vendor is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.

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7. **Indemnity.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement.

8. **Relationship of Parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Vendor in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Vendor, as City is and shall remain an independent contractor by reason of this Agreement.

9. **Default.** This Agreement is critical to the City and the City reserves the right to immediately cancel or annul either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be considered to be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:

   9.1. The Vendor provides material that does not meet the specifications of the Agreement;

   9.2. The Vendor fails to adequately perform the services set forth in the specifications of the Agreement;

   9.3. The Vendor fails to complete the work required or furnish the materials required within the time stipulated in the Agreement; and

   9.4. The Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

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10. **Remedies/Opportunity to Cure.** If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue any and all remedies available at law or equity, including termination of this agreement without further notice and all rights of vendor hereunder. Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another vendor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Vendor by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.

11. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

12. **Force Majeure.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.

13. **Assignment.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which may be unreasonably withheld.

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14. **Successors and Assigns**. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

15. **Termination for Convenience**. City may at any time and for any reason terminate Vendor's services and work at City's convenience. Upon receipt of such notice, Vendor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Vendor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Vendor as permitted by the contract and approved by City.

16. **Non Exclusivity.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

17. **Severability of Illegal Provisions**. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

18. **Non-Discriminatory Employment Practices.** During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

19. **Public Entity Crimes.** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in e xcess of

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the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

20. **Notice.**

20.1. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

20.1.1. If to City, as set forth in the reference to such party in paragraph 1.3 of this Agreement, addressed to the attention of the **City Contract Manager.**

a. With a copy to: Tom Nash, Public Works Director
345 N. Royal Poinciana Blvd.
Miami Springs, Fl. 33166
E-Mail: nasht@miamisprings-fl.gov
PHONE: 305-805-5170
FAX: 305-805-5195

b. Tammy Romero, Purchasing Manager
201 Westward Drive
Miami Springs, Fl. 33166

c. City Clerk Office
201 Westward Drive
Miami Springs, Fl. 33166

20.1.2. If to Vendor, as set forth in the reference to such party in paragraph 1.2 of this Agreement.

a. With a copy to: William J. Coughlin, III
Gator Dredging
13630 501h Way North
Clearwater, FL 33760
E-Mail: bill@gatordredging.com
PH: 727-527-1300 FAX: 727-5 27-1303

2 1 . **Attorneys' Fees.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and

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post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

22. **Jury Waiver.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CON CERNS, OR RELATES TO THIS AGR EEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFOR MANCE HEREOF, OR T HE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIA L SH ALL BE TO A COURT OF COMPET ENT JURISDICTION AN D NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

23. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

24. **Jurisdiction and Venue.** Venue for any such litigation shall be Miami Dade County, Florida. The entire agreement shall be governed by the laws of the State of Florida. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Miami Dade County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Miami Dade County or the United States District Court, Southern District of Florida, Miami Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

25. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

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26. **Mutuality of Negotiation**. Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.

27. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

28. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

29. **Counterparts.** This Agreement may be 'executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

30. **Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

31. **Electronic Signature(s).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.

32. **Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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33. **Contract Documents.** The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below and Exhibit B shall take precedence over Exhibit A.

Exhibit A- City of Fort Lauderdale Contract No. 233-11070, Project 11729

Exhibit B - Price Proposal (#1, #4, & #5)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF MIAMI SPRINGS

Witness

Client Signature

Approved as to form and legality: WATERFRONT PROPERTY SERVICES, LLC.

Witness

Contractor