



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

**Mayor Xavier M. Garcia**

**Vice Mayor Jaime Petralanda**  
**Councilman Billy Bain**

**Councilman Bob Best**  
**Councilwoman Roslyn Buckner**

*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, December 12, 2016 – 7:00 p.m.** **City Hall, Curtiss Mansion, 500 Deer Run**

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

**2. Invocation:** Councilman Bain

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

**3. Awards & Presentations:**

A) Presentation of Key to the City to JoEllen Phillips for years of service to the City of Miami Springs

B) Yard of the Month for December - Robert & Lynn Castellanos - 500 Westward Drive

**4. Open Forum:** Persons wishing to speak on items of general city business, please sign the register located on the speaker's stand before the meeting begins. This portion of the meeting also includes any pre-screened video submittals.

**5. Approval of Council Minutes:**

A) November 14, 2016 – Regular Meeting

**6. Reports from Boards & Commissions: None.**

**7. Public Hearings: None.**

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

A) Approval of City Attorney's Invoice for November 2016 in the Amount of \$12,453.75

B) Recommendation by Recreation that Council authorize the issuance and/or execution of a purchase order to Auto Nation Chevrolet, utilizing a cooperative purchase with Florida Sheriff's Association under Bid #16-VEL24.0, in an amount not to exceed \$19,603.00, for a Chevy Silverado 1500 2WD as funds were budgeted in the FY16/17 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 2016 Car Show at the Circle as funds were approved in the FY 16/17 budget

**9. Old Business:**

A) Discussion regarding fencing and re-sodding the Golf Course property at 627 Eldron

**10. New Business:**

A) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Determining The Necessity And Appropriateness Of The Acquisition Of Equipment Pursuant To A Master Lease With Suntrust Equipment Finance And Leasing Corporation; Authorizing The Execution And Delivery Of Equipment Schedule No. 07 To Master Lease Agreement No. 04298; Authorizing The City Manager/Finance Director And Other Authorized City Officers To Execute The Lease Documentation, Evidence The Validity Of The Lease Documents, And Affix The City Seal Where Required; Directing The Execution Of Any Additional Lease Documentation By The Proper Officials And Officers Of The City In Order To Effectuate The Subject Transaction; Declaration Of Transaction Compliance With Internal Revenue Service Regulations; Effective Date

B) Approval of the Third Amendment with Meridian Management, LLC for a one year period

C) Recommendation by Finance that Council award City RFP #01-16/17 to Amber 18 Holes Services, the most responsive and responsible proposed F&B Operator and authorize the execution of a 5 year contract for Food & Beverage (F&B) Operation Services for the Miami Springs Golf and Country Club commencing January 2017

D) Recommendation by the Police Department that Council approve the execution of a two-year lease agreement with Peterson's Harley Davidson of Miami, for four (4) new fully equipped 2017 police motorcycles, as a sole source provider, in the amount of \$18,000.00 (FY16/17 expense), pursuant to Section §31.11 (E)(6)(c) of the City Code

E) Request from downtown business owners regarding parking concerns

**11. Other Business:**

A) FY2015-2016 4<sup>th</sup> Quarter Budget Status Report (Unaudited)

**12. Reports & Recommendations:**


A) City Attorney

B) City Manager

C) City Council



## 13. Adjourn

Please visit [www.miamisprings-fl.gov](http://www.miamisprings-fl.gov) for current meeting schedule or follow us on  Twitter @MIAMISPRINGSFL

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

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

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

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

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

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





# ***CERTIFICATE OF RECOGNITION***

Presented to

***Robert & Lynn Castellanos***

Of

***500 Westward Drive***

for their home being designated as

***“YARD OF THE MONTH”  
December, 2016***

Presented this 12<sup>th</sup> day of December, 2016.

**CITY OF MIAMI SPRINGS, FLORIDA**

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Zavier M. Garcia  
Mayor

**ATTEST:**

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Erika Gonzalez-Santamaria, MMC  
City Clerk



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

### **City Council Meeting**

#### **Regular Meeting Minutes**

**Monday, November 14, 2016 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 7:00 p.m.

Present were the following:

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

City Manager/Finance Director William Alonso  
City Attorney Jan K. Seiden  
City Clerk Erika Gonzalez-Santamaria  
Assistant to City Manager Tammy Romero  
Chief Armando Guzman  
Golf Director Paul O'Dell  
Public Works Director Tom Nash  
Elderly Services Director Karen Rosson  
Recreation Director Omar Luna

- 2. Invocation:** Offered by Councilmember Best

**Salute to the Flag:** Students from Springview Elementary 1<sup>st</sup> Grade Class led the Pledge of Allegiance and Salute to the Flag

- 3. Awards & Presentations:**

A) Citizen Crime Prevention Award Presentation to Mr. Joe Rodriguez by Chief Guzman

**Sergeant Sandoval read a brief account of events that led to the recognition of Mr. Rodriguez. Sergeant Sandoval and Chief Guzman presented the Citizen Crime Prevention Award to Mr. Rodriguez.**

B) Swearing-in Ceremony for newly hired Miami Springs Police Officer Dainiel Mirabal

**Chief Guzman swore in Officer Mirabal.**

**4. Open Forum:** The following members of the public addressed the City Council: Beatrix Obermann, 449 Swallow Drive #23; John Souder, address exempt from the record.

**5. Approval of Council Minutes:**

A) October 24, 2016 – Regular Meeting

**Councilman Best moved to approve the minutes of October 24, 2016. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

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

**7. Public Hearings: None at this time.**

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

A) Approval of City Attorney's Invoice for October 2016 in the Amount of \$13,176.00

B) Recommendation by Public Works that Council authorize the issuance and/or execution of a Purchase Order to Metro Express, Inc., utilizing Miami Dade County under RFP #2014027, in an amount not to exceed \$66,218.50, for milling, paving, & sidewalk work at Fairway Drive, between Eldron Drive and Hugh Frank Drive utilizing CITT, as funds were budgeted in the FY16/17 Budget pursuant to Section 31.11 (E)(5) of the City Code

C) Recommendation by Recreation that Council authorize the issuance and/or execution of a purchase order to Hector Turf, utilizing a cooperative purchase with under contract #120535-01, in an amount not to exceed \$13,918.82, for a Toro Sand Pro Model 3040 as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

**City Manager William Alonso read the items for the record.**

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

**9. Old Business:**

A) Recommendation by ACM that Council approve and authorize the execution of a contract to Lifespan Design Studio, LLC, in the amount of \$48,831.00, for assisting the City with Professional Services to prepare a Design-Build Request for Qualifications (RFQ)

for the new Senior Center/multi-purpose facility within the two locations selected by Council; 1) adjacent to the Curtiss Mansion on the golf course property and 2) at its current location

**Ken Wilson, Eric Elza, Don Riedinger, Fernando Alfonso, Dan Rumbley, and John Souder addressed the City Council.**

**Councilman Best made a motion to approve staff's recommendation to enter into a contract with Lifespan Design Studio, LLC. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

B) Recommendation by the Administration that Council approve a five year contract renewal with American Traffic Solutions to maintain the City's Red Light Camera Enforcement Program

**Councilman Best made a motion to approve staff's recommendation to renew the contract with ATS for five years. Councilman Bain seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

C) Recommendation by Public Works

i) That Council approve an expenditure in the amount of \$13,600, to Tiki Huts the lowest responsible quote after obtaining four quotes, for the installation of four 10x15 single roof tiki huts along the four identified locations on Ludlum Drive, pursuant to section 31.11 (C)(2) of the City Code (This expenditure was not budgeted in the FY 16/17 Budget)

ii) That Council approve an expenditure in the amount of \$9,252, to Metro Express Inc. the lowest responsible quote after obtaining three written quotes, for the installation of four 10x15 concrete slabs along the four identified locations on Ludlum Drive, pursuant to Section 31.11 (C)(2) of the City Code (This expenditure was not budgeted in the FY 16/17 Budget)

**Councilman Best made a motion to approve the expenditure for tiki huts on Ludlum Drive. Councilwoman Buckner seconded the motion, Councilman Best then amended his motion to include the expenditure for the concrete slabs; Councilwoman accepted the amendment, the amended motion which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

## **10. New Business:**

A) Resolution – A Resolution Of The City Council Of The City Of Miami Springs,

Florida; Authorizing The Florida Resiliency And Energy District ("FRED") To Accept Applications From And Finance Qualifying Improvements For Properties Located Within The Boundaries Of The City; Approving The Execution Of The Limited Purpose Party Membership Agreement Between The Florida Resiliency And Energy District And The City By The City Manager Directing The City Manager To Take Such Further Actions And Execute Such Other Documents As May Be Necessary To Further The Purposes Of This Resolution; Establishing City Non-Liability; Severability; Effective Date

**City Attorney Sieden read the resolution for the record.**

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

**11. Other Business:**

A) Follow-up to Christ Fellowship's request for partial closure on the circle for a family day event on January 1, 2017

**City Manager Alonso provided an update that the request from Christ Fellowship is to only use the circle for their event on January 1<sup>st</sup>. No further action is required by Council.**

**12. Reports & Recommendations:**

A) City Attorney

City Attorney had no report at this time.

B) City Manager

City Manager Alonso reminded the Council of events coming up in the next few weeks which included the Turkey Trot, drivers' license renewal, Christmas tree lighting ceremony and the Gazebo celebration. He also wished everyone a Happy Thanksgiving.

C) City Council

Vice Mayor Petralanda stated that he attended the Veteran's Day memorial event. He thanked Councilman Best for emceeding the event and administration for their hard work on making the event a success.

Councilwoman Buckner reminded the public that the Farmer's Market is ongoing every weekend and wished everyone a Happy Thanksgiving.

Councilman Best wished everyone a Happy Veteran's Day and Happy Thanksgiving.

Councilman Bain also wished everyone a Happy Thanksgiving.

Mayor Garcia thanked William Alonso on a recent fraud occurrence. He stated that Mr. Alonso is always looking out for the City and appreciates how Mr. Alonso has implemented may bank protections on the City's accounts. He recognized his daughter Alexa Garcia and another Miami Springs resident who were selected for the Olympic Soccer training program.

### **13. Adjourn**

There being no further business to be discussed the meeting was adjourned at 8:25 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 14th day of November, 2016.*

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*Zavier M. Garcia, Mayor*

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



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

December 07 for November

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	3,836.25	28.42
Human Resources Department	492.77	3.65
Risk Management	685.12	5.07
Finance Department	1,991.25	14.75
Professional Services		0.00
Building,Zoning & Planning Department	185.64	1.38
Code Enforcement	479.25	3.55
Police Department	502.85	3.72
Public Works Department	128.25	0.95
Recreation Department	572.65	4.24
IT Department		0.00
Golf		0.00
Senior		0.00
General - Administrative Work	3,579.72	26.52
<b>Sub-total - General Fund</b>	<u>\$12,453.75</u>	<u>92.25</u>
 <u>Special Revenue, Trust &amp; Agency Funds</u>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
<b>Sub-total - Special Funds</b>	\$0.00	0.00
 <b>GRAND TOTAL: ALL FUNDS</b>	 \$12,453.75	 92.25





# AGENDA MEMORANDUM

**Meeting Date:** 12/12/2016

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

**Via:** William Alonso, City Manager

**From:** Omar L. Luna, Recreation Director



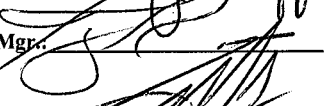
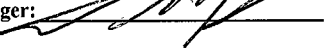
**Subject:** Chevy Silverado 1500

## RECOMMENDATION:

Recommendation by Recreation that Council authorize the issuance and/or execution of a purchase order to Auto Nation Chevrolet, utilizing a cooperative purchase with Florida Sheriff's Association under Bid #16-VEL24.0, in an amount not to exceed \$19,603.00, for a Chevy Silverado 1500 2WD as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** Purchase a Chevy Silverado 1500 2WD. Funding approved in the FY 16/17 budget utilizing Florida Sheriff's Association Bid #16-VEL24.0.

**Submission Date and Time:** 12/1/2016 11:49 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Parks &amp; Recreation/Machinery &amp; Equipment</u>
Prepared by: <u>Omar Luna</u>	Procurement: <u></u>	Account No.: <u>001-5701-572.64-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u></u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u></u>	Amount previously approved: \$ _____
		Current request: \$ <u>19,603.00</u>
		Total vendor amount: \$ <u>19,603.00</u>

## Florida Sheriff's Association Bid 16-VEL24.0

Spec #	49
<hr/>	
2017 Chevy Silverado 1500 2WD	
<hr/>	
	CC15703
Price	\$18,344.00

**David Fridgant**  
**Government Bid Manager**  
**954-447-2150**  
**fridgantd@autonation.com**

11/15/2016



# AGENDA MEMORANDUM

**Meeting Date:** 12/12/2016

**To:** The Honorable Mayor and Members of the City Council

**From:** William Alonso, City Manager

**Subject:** December Car Show Invoice

**Recommendation:**

Recommendation by Finance that Council approve an expenditure to Jumpin Jack productions in the amount of \$ 1,500.00, for the December 2016 Car Show at the Circle as funds were approved in the FY16/17 Budget,

**Discussion/Analysis:**

This is the first of two annual car shows that Council budgeted for FY16-17.

**Fiscal Impact (If applicable):**

\$1,500 as budgeted for FY16/17 under Council's Promotions line item budget

**Submission Date and Time:** 11/21/2016 10:18 AM

<b><u>Submitted by:</u></b>	<b><u>Approved by (sign as applicable):</u></b>	<b><u>Funding:</u></b>
Department: <u>Finance</u>	Dept. Head: _____	Dept./ Desc.: <u>City Council</u>
Prepared by: <u>William Alonso</u>	Procurement: _____	Account No.: <u>001-0101-511-48-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst./ City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>-0-</u>
	Attorney: _____	Current request: \$ <u>\$1,500.00</u>
		Total vendor amount: \$ <u>\$1,500.00</u>

**Jumpin jack productions***[Your Company Slogan]*

6775 orchid drive  
 Miami lakes fla 33014  
 Phone 305 214 cars

**INVOICE**

INVOICE # 121716  
 DATE: November 21, 2016

**Bill To:**

[Name]CITY OF MIAMI SPRINGS  
 [Company]  
 [Address]201 WESTWARD DRIVE

[City, State ZIP Code]MIAMI SPRINGS FLA 33166  
 [Phone]305 805 5000

**Ship To:**

[Name]  
 [Company]  
 [Address]  
 [City, State ZIP Code]  
 [Phone]

**Comments or special instructions:**

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	MOBILE DJ		\$ 1500.00
30	AWARDS		
120	DASH PLAQUES		
2	REGISTRATION STAFF		
2	TOY COLLECTORS		
4	JUDGES AND CAR PARKERS		
1	FLAT SCREEN TV		
2	GAS CARDS		
1	PRODUCTION MANAGER		
SUBTOTAL			\$ 1500.00
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$ 1500.00

Make all checks payable to **JUMPIN JACK PRODUCTIONS**

If you have any questions concerning this invoice, contact JUMPIN JACK 305 214 CARS

THANK YOU FOR YOUR BUSINESS!






# AGENDA MEMORANDUM

**Meeting Date:** 12/12/2016

**To:** The Honorable Mayor and Members of the City Council

**From:** William Alonso, City Manager 

**Subject:** Discussion regarding fencing and re-sodding the Golf Course property at 627 Eldron

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Following discussions with various Councilmembers regarding this property, I decided that an update of the subject was in everyone's best interest. Therefore, I am attaching the agenda memo and back up information from the meeting of October 10 where this item was originally discussed as well as the estimate of \$2,900 for the cost of the fence. Tom Nash, Public Works Director, has also estimated that the cost of asphalt removal and re-sodding of that area will be approx. \$5,400, which brings the total cost to \$8,300. If Council directs staff to perform this work, we will need a budget amendment to fund the requested work from reserves, since these costs have not been budgeted.


At the October 10th meeting (see minutes attached), Council decided to take no action but requested that I contact the property owner and negotiate a purchase price for the property. I spoke with him in October and he informed me that the property is currently on the market (see attached listing) for \$1.5 million.



# AGENDA MEMORANDUM

**Meeting Date:** 10/10/2016

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

**From:** William Alonso, City Manager 

**Subject:** Golf course property at 627 Eldron

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Councilwoman Roslyn Buckner requested an agenda item so that Council may discuss her proposal to fence in the parking lot area at 627 Eldron that is owned by the City. I have attached copies of the survey on the subject area (highlighted in yellow).

EXHIBIT  
"A"




**SITE PLAN**

1  
A-1 LEGAL DESCRIPTION - SEE ATTACHED SURVEY

SCALE 1/4" = 1'-0"

N



4-1 4-2 4-3 4-4 4-5 4-6 4-7 4-8 4-9 4-10 4-11 4-12 4-13 4-14 4-15 4-16 4-17 4-18 4-19 4-20 4-21 4-22 4-23 4-24 4-25 4-26 4-27 4-28 4-29 4-30 4-31 4-32 4-33 4-34 4-35 4-36 4-37 4-38 4-39 4-40 4-41 4-42 4-43 4-44 4-45 4-46 4-47 4-48 4-49 4-50 4-51 4-52 4-53 4-54 4-55 4-56 4-57 4-58 4-59 4-60 4-61 4-62 4-63 4-64 4-65 4-66 4-67 4-68 4-69 4-70 4-71 4-72 4-73 4-74 4-75 4-76 4-77 4-78 4-79 4-80 4-81 4-82 4-83 4-84 4-85 4-86 4-87 4-88 4-89 4-90 4-91 4-92 4-93 4-94 4-95 4-96 4-97 4-98 4-99 4-100 4-101 4-102 4-103 4-104 4-105 4-106 4-107 4-108 4-109 4-110 4-111 4-112 4-113 4-114 4-115 4-116 4-117 4-118 4-119 4-120 4-121 4-122 4-123 4-124 4-125 4-126 4-127 4-128 4-129 4-130 4-131 4-132 4-133 4-134 4-135 4-136 4-137 4-138 4-139 4-140 4-141 4-142 4-143 4-144 4-145 4-146 4-147 4-148 4-149 4-150 4-151 4-152 4-153 4-154 4-155 4-156 4-157 4-158 4-159 4-160 4-161 4-162 4-163 4-164 4-165 4-166 4-167 4-168 4-169 4-170 4-171 4-172 4-173 4-174 4-175 4-176 4-177 4-178 4-179 4-180 4-181 4-182 4-183 4-184 4-185 4-186 4-187 4-188 4-189 4-190 4-191 4-192 4-193 4-194 4-195 4-196 4-197 4-198 4-199 4-200 4-201 4-202 4-203 4-204 4-205 4-206 4-207 4-208 4-209 4-210 4-211 4-212 4-213 4-214 4-215 4-216 4-217 4-218 4-219 4-220 4-221 4-222 4-223 4-224 4-225 4-226 4-227 4-228 4-229 4-230 4-231 4-232 4-233 4-234 4-235 4-236 4-237 4-238 4-239 4-240 4-241 4-242 4-243 4-244 4-245 4-246 4-247 4-248 4-249 4-250 4-251 4-252 4-253 4-254 4-255 4-256 4-257 4-258 4-259 4-260 4-261 4-262 4-263 4-264 4-265 4-266 4-267 4-268 4-269 4-270 4-271 4-272 4-273 4-274 4-275 4-276 4-277 4-278 4-279 4-280 4-281 4-282 4-283 4-284 4-285 4-286 4-287 4-288 4-289 4-290 4-291 4-292 4-293 4-294 4-295 4-296 4-297 4-298 4-299 4-300 4-301 4-302 4-303 4-304 4-305 4-306 4-307 4-308 4-309 4-310 4-311 4-312 4-313 4-314 4-315 4-316 4-317 4-318 4-319 4-320 4-321 4-322 4-323 4-324 4-325 4-326 4-327 4-328 4-329 4-330 4-331 4-332 4-333 4-334 4-335 4-336 4-337 4-338 4-339 4-340 4-341 4-342 4-343 4-344 4-345 4-346 4-347 4-348 4-349 4-350 4-351 4-352 4-353 4-354 4-355 4-356 4-357 4-358 4-359 4-360 4-361 4-362 4-363 4-364 4-365 4-366 4-367 4-368 4-369 4-370 4-371 4-372 4-373 4-374 4-375 4-376 4-377 4-378 4-379 4-380 4-381 4-382 4-383 4-384 4-385 4-386 4-387 4-388 4-389 4-390 4-391 4-392 4-393 4-394 4-395 4-396 4-397 4-398 4-399 4-400 4-401 4-402 4-403 4-404 4-405 4-406 4-407 4-408 4-409 4-410 4-411 4-412 4-413 4-414 4-41
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**Primary Land Use**

1913 PROFESSIONAL SERVICE BLDG : OFFICE BUILDING

<b>Beds / Baths / Half</b>	0 / 0 / 0
<b>Floors</b>	1
<b>Living Units</b>	0
<b>Actual Area</b>	
<b>Living Area</b>	
<b>Adjusted Area</b>	3,699 Sq.Ft
<b>Lot Size</b>	21,344 Sq.Ft
<b>Year Built</b>	1955





# STARS



FOLIO # 05-3119-013-4640  
(P.B. 34 PG. 40)

(P.B. 34 PG. 40)

**Eldron Dr**

**SURVEYOR'S NOTES:**

- [illegible]

07/01/2011 15:20 JORD

20 The U.S. Department of Federal Emergency Management

INFORMAZIONE: IL SERVIZIO CLIENTI È A VOCAZIONE PERMANENTE. IL SERVIZIO CLIENTI È A VOCAZIONE PERMANENTE. IL SERVIZIO CLIENTI È A VOCAZIONE PERMANENTE.

Community name	Plot Number	Sublot	Date of Firm Inset	Firm Zone	Best Rated Env.
100003	100003	1	02/11/07	3	3

### SURVEYORS CERTIFICATE:

Herby: Copy to the best of my knowledge and belief that no drawing is a true and correct reproduction of the **UNKNOWN SUBJECT** of the last property described herein.

Further certify that this entry was prepared in accordance with the applicable provisions of Chapter 41C17-5, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.

MONDRETO TRUFFELA & ASSOCIATES, INC.

1

U.P. MORGAN CHASE BANK, N.A., its Subsidiaries and Assigns,  
AS TRUSTEES TO PERFORM, ESQUEL, LAW OFFICE OF PEREZ & PEREZ,  
AS ADVISORS TO THE CREDIT, S.L.C.  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

ROBERTO R. BAZZUTTA, Ph.D.  
CONVENTI, No. 13-0886  
STATE OF ALABAMA

**LEGAL DESCRIPTION:**

[illegible]

## LOCATION MAP

SCALE = NOT /SC

ADDRESS: 627 ELDON DRIVE, MIAMI SPRINGS, FLORIDA 33166

205  
 Dr. J. W. D.  
 Technical  
 Division  
 Services

## BOUNDARY SURVEY

000799-1 627 CLORON DRIVE, MIAMI SPRING, FLORIDA 33166

ROBERTO BRIZUELA & ASSOCIATES, INC.

10 WEST FLORIDA STREET, MIAMI, FL 33144

Date:
Page: 1
Job # J-01-20
Drawing On
Scale AS NOTED
Tube# 03-20

[illegible][illegible]



# ISLAND FENCE OF DADE

CALL US FOR ALL YOUR FENCING NEEDS!

711 Okeechobee Rd., Hialeah, FL 33010

DADE: (305) 888-9090 Fax: (305) 888-7424

BROWARD: (954) 450-6105

Email: islandfence@islandfence.com

www.islandfence.com

DADE: CC# 98-BS00247

BROWARD: CC#90-5718FX

## PROPOSAL - CONTRACT

CUSTOMER'S NAME <i>CITY OF Miami Springs</i>		DATE <i>10-4-16</i>	
STREET <i>627 ELDRON</i>		CITY <i>MIAMI SPRINGS</i>	STATE <i>FL</i>
PHONE <i>786-329-9719</i>		CELL PHONE	FAX
E-MAIL <i>NASH@MIAMISPRINGS.GOV.</i>			
<b>CHAIN LINK</b>		JOB SITE ADDRESS: <i>627 ELDRON - PARKING LOT - TOM NASH</i>	
Overall Length <i>256'</i>	Overall Height <i>4'</i>		
Gauge C/L Wire	Fabric Color <i>GRN</i>		
Frame Color	K Up B Up		
Line Posts <i>GRN</i>	Turn/Corner Posts		
Top Rail <i>2"</i>	Bottom Rail <i>2 1/2"</i>		
Drive Gate <i>NO</i>	Walk Gate <i>NO</i>		
Gate Post <i>NO</i>	Tension Wire		
Post Spacing <i>8'</i>	Screen/Slats <i>NO</i>		
<b>WOOD/METAL/PVC</b>			
Overall Length	Overall Height		
Style Fence	Board Size		
Posts	Post Spacing		
Horizontal	GSI / GSO		
Drive Gate	Walk Gate		
<b>ORNAMENTAL</b>			
Overall Length	Overall Height	ADDITIONAL NOTES:  <i>RELOCATE 256 FT OF CHAIN LINK FENCE USING NEW POST AND CONCRETE - RE-USING EXISTING WIRE AND TOP-RAIL AND OTHER HARDWARE.</i>	
Metal Type	Fence Color		
Picket Size	Picket Spacing		
Drive Gate	Walk Gate		
Line/Term Post	Post Spacing		
Privacy	Ornaments		
Style			
<b>PROPOSAL/CONTRACT SALE PRICE</b>		<b>OPTION "A"</b>	<b>OPTION "B"</b>
CONTRACT PRICE		<i>\$2,900.00</i>	
PERMIT COST		<i>— 0 —</i>	
TOTAL		<i>2,900.00</i>	
50% DEPOSIT			
BALANCE AT COMPLETION			

ACCEPTANCE OF PROPOSAL - CONTRACT: The above prices specifications and Terms/Conditions on reverse side are satisfactory and hereby, accepted. ISLAND FENCE, is authorized to do work specified. Payment will be made as outlined above. Upon signing by Purchaser this becomes a binding contract.

CUSTOMER'S SIGNATURE

SEE REVERSE SIDE FOR WARRANTY INFORMATION

APPROVED AND ACCEPTED DATE

SALES REP

*JUAN RODRIGUEZ*



**seconded the motion, which carried on unanimous voice vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

K) Recommendation by Information Technology that Council approve an extension of contract #MIAS-1879LG-130482-1 with Sungard Public Sector, Inc. for an additional one year period, in the amount of \$121,776.00, for offsite ASP hosting for our usage of Sungard H.T.E. software as funds were approved in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract (*Funds were approved in the FY16/17 Budget*)

**The City Manager read the item by title.**

**Vice Mayor Petralanda made a motion to approve the recommendation. Councilwoman Buckner seconded the motion, which carried on unanimous voice vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

L) Recommendation by the Police Department that Council approve an extension of the contract with USA Software, Inc., for an additional one-year period, in the amount of \$18,705.75, for annual software support and maintenance contract renewal as funds were approved in the FY 16/17 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code and pursuant to the City's existing contract (*Funds were approved in the FY16/17 Budget*)

**The City Manager read the item by title.**

**Councilman Best made a motion to approve the recommendation. Councilman Bain seconded the motion, which carried on unanimous voice vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**



M) Request by Councilwoman Buckner for Council to discuss placing a fence along the city owned property at 627 Eldron Drive

**Councilwoman Buckner requested that the Council consider reclaiming the City property that runs along between the golf course and 627 Eldron Drive. She asked that the Council consider turning it into green space and making the area a part of the golf course. Councilman Bain suggested that the sliver in question be kept as a parking lot for access to walk around the golf course. The City Attorney stated that there would have to be an agreement for the ingress and egress to the parking area.**

**Discussion ensued, Councilman Bain made a motion to direct staff to negotiate a purchase price of the property located at 627 Eldron Drive from the property owner. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

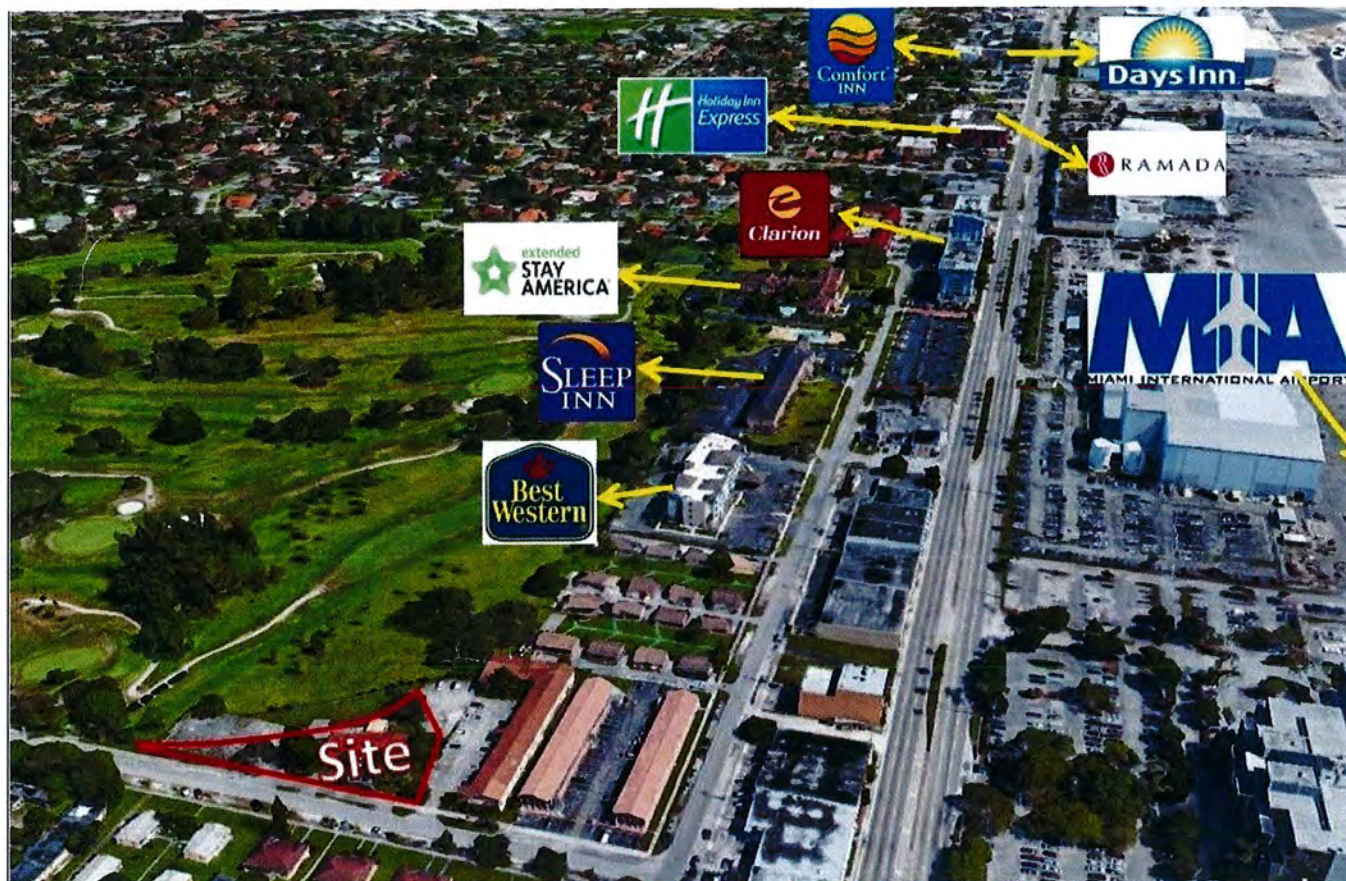


This Land Property is For Sale.

627 Eldron Drive

Miami Springs, FL 33166 · 21,344 SF · Land For Sale

\$1,500,000



## Miami Airport Hotel / Development Site

Price \$1,500,000

Lot Size 21,344 SF

Property Type Land

[Find out more...](#)

Listing ID: 19400689

Date Created: 08/26/2015

Last Updated: 09/13/2015

Property Sub-type

Property Use Type

Zoning Description

Commercial/Other (land)

Vacant/Owner-User

AG (Airport Golf Airport)

Listed with Millichamp

## 1 Lot Available

Price \$1,500,000

Lot Size 21,344 SF

Price/SF \$70.28

Lot Type

APN / Parcel ID

Commercial/Other (land)

05-3119-013-4640



# AGENDA MEMORANDUM

**Meeting Date:** December 12, 2016

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

**From:** William Alonso CPA, CGFO, City Manager/Finance Director

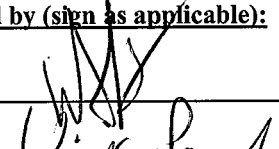
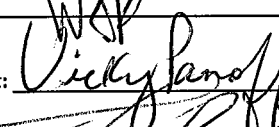
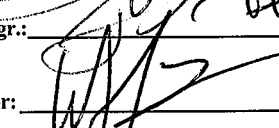
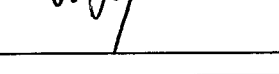
**Subject:** SunTrust Lease for purchase of two Ford F750 dump trucks for the sanitation function

**Recommendation:** The Administration recommends that Council approve the attached resolution for the execution of a lease agreement with SunTrust Bank for the financing of \$173,120 in for the purchase of two 2017 Ford F750 dump trucks for the Sanitation operation.

**Discussion/Analysis:** SunTrust Equipment Finance & Leasing Corp. has provided the City of Miami Springs with a 5 year Tax Exempt Lease Purchase financing option at an interest rate of 2.44% with 20 quarterly payments commencing on 03/14/2017.

Staff has determined that the terms of the financing for the acquisition of this equipment are advantageous to the City since we contacted two other institutions, and none could provide better terms than the SunTrust offer. This lease option was discussed and approved during the October 10, 2016 Council meeting in order to pay the cost of this equipment over five years.

**Fiscal Impact:** Annual debt service payments of approx. \$36,884. There will be three payments for FY2016-17 totaling \$27,663.27. This expense is funded from the sanitation function and has no effect on the General Fund budget.

<b><u>Submitted by:</u></b>	<b><u>Approved by (sign as applicable):</u></b>	<b><u>Funding:</u></b>
Department: Finance Department	Dept. Head: 	Dept./ Desc.: Sanitation
Prepared by: William Alonso	Procurement: 	Account No.: 430-3401-534-71-00
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Assst. City Mgr.: 	Additional Funding: N/A
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$
	Attorney: _____	Current request: \$ 27,663.27
		Total vendor amount: \$ 27,663.27



SENT VIA EMAIL

alonsow@miamisprings-fl.gov

December 5, 2016

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

Re: Equipment Schedule #04298-007

Dear Mr. Alonso:

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

Schedule Documentation:

- Exhibit A-Equipment Schedule No. 07
- Acceptance Certificate
- Payment Schedule
- Exhibit B-1-Tax Agreement and Arbitrage Certificate
- Exhibit C-Resolution of Governing Body-*return copy of your resolution approving this transaction.*
- Exhibit D-Incumbency Certificate
- Exhibit E-Opinion of Counsel Letter dated December 14, 2016
- Exhibit F - Escrow Agreement, with its Schedule I and Exhibit A;
- Exhibit G-1-Confirmation of Outside Insurance
- Exhibit for Self-Insurance to Lease and Addendum
- Disbursement Authorization

• 8038-G – SunTrust Equipment Finance & Leasing Corp., no longer provide the service of completing or submitting the 8038-G to the IRS.

• Please copy the following link and complete the appropriate

form: <http://apps.irs.gov/app/picklist/list/formsPublications.html;jsessionid=oe6S1Sxh2WJLCum-hAK000?value=8038-G&criteria=formNumber>. Please place a copy of the 8038-G that your office will be submitting to the IRS with your executed documents. We will follow-up within 30 days for a copy of the receipt of confirmation.

- Miscellaneous Invoice – please return check for fees with documents
- Copy of your W9-December 2014 version

Please return the enclosed executed documents, via priority express delivery service (ex. Fed Ex or UPS), for my receipt on or Monday, December 12, 2016 for funding on December 14, 2016 as indicated below.

Patrece Donadelle 404-926-5388  
SunTrust Equipment Finance & Leasing Corp.  
3333 Peachtree Rd., 4<sup>th</sup> Floor-East Tower  
Atlanta, GA 30326

If you should have any questions or comments, please call me directly at 404-926-5388 or  
via email at [patrece.donadelle@suntrust.com](mailto:patrece.donadelle@suntrust.com)

Sincerely,  
*Patrece Donadelle*  
Patrece Donadelle  
Bank Officer- Closer

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

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

Exhibit A - Equipment Schedule No. 007;

Acceptance Certificate;

Payment Schedule;

Exhibit B-1 - Tax Agreement and Arbitrage Certificate;

Exhibit C - Resolution of Governing Body;

Exhibit D - Incumbency Certificate;

Exhibit E - Opinion of Counsel;

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

Exhibit G-1 Confirmation of Outside Insurance;

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

Form 8048-G.



**EQUIPMENT SCHEDULE NO. 007  
TO LEASE NO. 04298**

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

**EQUIPMENT GROUP**

The cost of the Equipment Group to be funded by Lessee under this Lease is **\$173,120.00** (the "Acquisition Cost"). The Equipment Group consists of the following Equipment which has been or shall be purchased for the prices set forth below:

**Two (2) New F 750 Diesel Open Body Trash Dump Trucks**

**TOTAL AMOUNT: \$173,120.00**

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

**Public Works Department  
345 South Royal Poinciana, Miami Springs, FL 33166**

**CITY OF MIAMI SPRINGS, FL,**  
Lessee

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

By: \_\_\_\_\_  
Name: William Alonso  
Title: City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: 201 Westward Drive  
Miami Springs, FL 33166

Address: 3333 Peachtree Road, 4th Floor-East  
Atlanta, GA 30326

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

Telephone: 404/926/5388

### ACCEPTANCE CERTIFICATE

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

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

---

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

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

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

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

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

CITY OF MIAMI SPRINGS, FL,  
Lessee

By: \_\_\_\_\_  
Name: William Alonso  
Title: City Manager  
Date: \_\_\_\_\_

**PAYMENT SCHEDULE**

The Funding Date with respect to the above referenced Equipment Group shall December 14, 2016. Lessor shall retain any interest or income accruing between the Funding Date and the date on which interest begins to accrue in accordance with the Payment Schedule more fully set forth below. The annual Interest rate applicable to the Equipment Group shall be 2.440%. The first Rental Payment is due on March 14, 2017 and subsequent payments are due quarterly as set forth below.

Payment Number	Payment Date	balance	takedowns	Total Payment	Interest Component	Principal Component	Prepayment Price*
	12/14/2016	-	173,120.00	-	-	-	NA
1	3/14/2017	173,120.00	-	9,221.09	1,056.03	8,165.06	169,903.59
2	6/14/2017	164,954.94	-	9,221.09	1,006.23	8,214.87	161,442.28
3	9/14/2017	156,740.07	-	9,221.09	956.11	8,264.98	152,929.35
4	12/14/2017	148,475.10	-	9,221.09	905.70	8,315.39	144,364.50
5	3/14/2018	140,159.71	-	9,221.09	854.97	8,366.12	135,747.40
6	6/14/2018	131,793.59	-	9,221.09	803.94	8,417.15	127,077.73
7	9/14/2018	123,376.44	-	9,221.09	752.60	8,468.49	118,355.18
8	12/14/2018	114,907.94	-	9,221.09	700.94	8,520.15	109,579.42
9	3/14/2019	106,387.79	-	9,221.09	648.97	8,572.13	100,750.13
10	6/14/2019	97,815.67	-	9,221.09	596.68	8,624.42	91,866.99
11	9/14/2019	89,191.25	-	9,221.09	544.07	8,677.02	82,929.65
12	12/14/2019	80,514.22	-	9,221.09	491.14	8,729.95	73,937.80
13	3/14/2020	71,784.27	-	9,221.09	437.88	8,783.21	64,891.10
14	6/14/2020	63,001.06	-	9,221.09	384.31	8,836.78	55,789.21
15	9/14/2020	54,164.28	-	9,221.09	330.40	8,890.69	46,631.80
16	12/14/2020	45,273.59	-	9,221.09	276.17	8,944.92	37,418.53
17	3/14/2021	36,328.67	-	9,221.09	221.60	8,999.49	28,149.06
18	6/14/2021	27,329.18	-	9,221.09	166.71	9,054.38	18,823.04
19	9/14/2021	18,274.80	-	9,221.09	111.48	9,109.61	9,440.14
20	12/14/2021	9,165.18	-	9,221.09	55.91	9,165.18	-
	total		173,120.00	184,421.82	11,301.82	173,120.00	
=====							

**CITY OF MIAMI SPRINGS, FL,**  
Lessee

By: \_\_\_\_\_  
Name: William Alonso  
Title: City Manager  
Date: \_\_\_\_\_

\* After payment of Rental Payment due on such date.

[Escrow]

Lease Number: 04298  
Equipment Schedule: 007**TAX AGREEMENT AND ARBITRAGE CERTIFICATE**

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

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Agreement and the Equipment Schedule (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **\$173,120.00** (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

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

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by **SUNTRUST BANK**, as escrow agent ("Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of December 14, 2016, (the "Escrow Agreement"), by and between Lessor, Lessee and Escrow Agent.

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

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

**Section 2. Non-Arbitrage Certifications.**

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

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

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

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

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

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

### **Section 3. Disbursement of Funds; Reimbursement to Lessee.**

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

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

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

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

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

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

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

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

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

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by June 14, 2018.

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

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

### **Section 5. Escrow Account.**

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

### **Section 6. No Private Use; No Consumer Loan.**

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

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

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<sup>1</sup> Not applicable to all transactions; see amount limitation.

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

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

#### **Section 7. No Federal Guarantee.**

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

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

#### **Section 8. Post-Issuance Compliance.**

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

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

#### **Section 9. Miscellaneous.**

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

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

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

IN WITNESS WHEREOF, this Tax Agreement and Arbitrage Certificate has been executed on behalf of Lessee as of December 14, 2016.

**CITY OF MIAMI SPRINGS, FL,**

Lessee

By: \_\_\_\_\_

Name: William Alonso

Title: City Manager

Date: \_\_\_\_\_

[Escrow]

Lease Number: 04298  
Equipment Schedule: 007**RESOLUTION OF GOVERNING BODY**

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

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 07, AN ESCROW AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.**

WHEREAS, the governing body of **CITY OF MIAMI SPRINGS, FL** ("Lessee") desires to obtain certain equipment (the "Equipment") described in Equipment Schedule No. 07 to the Master Lease Agreement (collectively, the "Lease"), between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** ("Lessor") and Lessee, the form of which has been available for review by the governing body of Lessee prior to this meeting; and

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

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

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

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

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

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

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

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

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

Section 5. This resolution shall take effect immediately.

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

Date: \_\_\_\_\_, 2016

**CITY OF MIAMI SPRINGS, FL,**

Lessee

By: \_\_\_\_\_

Name: William Alonso

Title: City Manager

Attested By: \_\_\_\_\_

Name: Erika Gonzalez-Santamaria

Title: MMC, City Clerk



**EXHIBIT D**

Lease No.: 04298  
Equipment Schedule: 007

**INCUMBENCY CERTIFICATE**

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

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>	<u>PHONE NUMBER</u>
William Alonso	City Manager		305/805-5011

**IN WITNESS WHEREOF**, I have duly executed this certificate as of this \_\_\_\_ day of December, 2016.

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

[LETTERHEAD OF LESSEE'S COUNSEL]

December 14, 2016

**SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**

3333 Peachtree Road, 4th Floor-East

Atlanta, GA 30326

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

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the above-referenced Agreement and related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement and Equipment Schedule No. 07 executed pursuant thereto (together with the Agreement, the "Lease") and the Escrow Agreement dated as of December 14, 2016 between Lessor, Lessee and SunTrust Bank, as escrow Agent (the "Escrow Agreement," and together with the Lease, the "Financing Documents"). The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion that:

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

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

Very truly yours,

(type name and title under signature)

**SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**

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**ESCROW AGREEMENT**

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

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

**ARTICLE I. DEFINITIONS AND RECITALS**

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II. APPOINTMENT OF ESCROW AGENT; AUTHORITY**

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

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

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

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

### **ARTICLE III. EQUIPMENT ACQUISITION FUND**

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

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

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

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

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

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

### **ARTICLE IV. TRUST; INVESTMENT**

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

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

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

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

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

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

## **ARTICLE V. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI. COMPENSATION**

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

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

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

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

## **ARTICLE VII. CHANGE OF ESCROW AGENT**

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

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

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

## **ARTICLE VIII. ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

better assuring and confirming the rights and benefits provided herein.

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

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

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

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

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



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**EXECUTION PAGE OF ESCROW AGREEMENT**

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

**SUNTRUST BANK,**  
Escrow Agent

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF MIAMI SPRINGS, FL,**  
Lessee

[SEAL]

By: \_\_\_\_\_  
Name: William Alonso  
Title: City Manager

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

## SCHEDULE I

### INFORMATION TO COMPLETE ESCROW AGREEMENT

Lease Number: 04298

Equipment Schedule: 007

Date of Escrow Agreement: December 14, 2016

Name of Lessee: CITY OF MIAMI SPRINGS, FL

Lessee's State / Commonwealth: Florida

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

Initial Deposit Amount: **\$173,120.00**

Date of Master Lease Agreement: November 2, 2005

Beneficiary Name for Fund: CITY OF MIAMI SPRINGS, FL

Ending Date: June 14, 2018

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

Attention: William Alonso, City Manager  
Lessee's Telephone: (305) 805-5011  
Lessee's Facsimile: (305) 805-5037  
Lessee's Taxpayer Identification Number: 59-6000374  
Lessee's Authorized Representatives: William Alonso, City Manager

Escrow Agent's Address: SunTrust Bank  
919 East Main Street, 7<sup>th</sup> Floor  
Richmond, VA 23219  
Attention: Byron Roldan  
Escrow Agent's Telephone: (804) 782-5404  
Escrow Agent's Facsimile: (804) 225-7141

Lessor's Address: SUNTRUST EQUIPMENT FINANCE & LEASING CORP.  
3333 Peachtree Road, 4th Floor-East  
Atlanta, GA 30326  
Attention: Escrow Disbursement Coordinator  
Lessor's Telephone: (404) 813-5118  
Lessor's Taxpayer Identification Number: 26-1256148

**EXHIBIT A**

**PAYMENT REQUEST FORM NO. \_\_\_\_\_**

**SUNTRUST BANK**, as Escrow Agent under an Escrow Agreement dated as of December 14, 2016 (the "Escrow Agreement") by and among Escrow Agent, **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, as Lessor, and **CITY OF MIAMI SPRINGS, FL**, as Lessee, is hereby requested to pay, from the Equipment Acquisition Fund, to the person or entity designated below as payee, that amount set forth opposite each such name, in payment of the Acquisition Costs of the Equipment designated opposite such payee's name and described on the attached page(s). The terms capitalized in this Payment Request Form but not defined herein shall have the meanings assigned to them in the Escrow Agreement.

**Payee**

**Amount**

**Equipment**

Lessee hereby certifies that:

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

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

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

Dated: \_\_\_\_\_, 20\_\_.

**CITY OF MIAMI SPRINGS, FL,**  
Lessee

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT G-1**

Lease No.: 04298

Equipment Schedule: 007

DATE: **December 14, 2016**

TO: Florida League of Cities

Attn: Bryan Beard 407/367-1742

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Insurance Agent Name & Address  
Phone Number and Fax Number

Gentlemen:

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

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

The Coverage required is \$173,120.00.

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

The following minimum coverage is required:

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

PROPERTY: **Two (2) New F 750 Diesel Open Body Trash Dump Trucks**

LOCATION: **Public Works Department  
345 South Royal Poinciana  
Miami Springs, FL 33166**

Upon issuance of the coverage outlined above, please mail a certificate of insurance to **SUNTRUST EQUIPMENT FINANCE & LEASING CORP., P.O. Box 4418, Mail Code GA-MQ-1740, Atlanta, GA 30302.**

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

Very truly yours,

**CITY OF MIAMI SPRINGS, FL**

By: \_\_\_\_\_  
Name: William Alonso  
Title: City Manager  
Date: \_\_\_\_\_

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

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

**1. Property Insurance.**

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

YES NO (circle one)

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

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

YES NO (circle one)

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

YES NO (circle one)

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

**2. Liability Insurance.**

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

YES NO (circle one)

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

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

YES NO (circle one)

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

YES NO (circle one)

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

**3A. Self Insurance Fund.**

- a. Lessee maintains a self-insurance fund.

YES NO (circle one)

If yes, please complete the following:

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

YES NO (circle one)

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

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

YES NO (circle one)

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

3B. No Self Insurance Fund.

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

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

4. Authority.

- a. The following entity or officer has authority to authorize payment for claim:
- b. In the event the entity or officer named in the prior response denies payment of a claim, does the claimant have recourse to another administrative officer, agency or the courts?
- YES NO (circle one)
- If yes, to whom does the claimant have recourse?

5. Certificates of Insurance.

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

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

CITY OF MIAMI SPRINGS, FL,  
Lessee

By: \_\_\_\_\_  
Name: William Alonso  
Title: City Manager  
Date: \_\_\_\_\_

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

Attachment

**SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**

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**ADDENDUM TO EQUIPMENT SCHEDULE NO. 007  
TO MASTER LEASE AGREEMENT (LEASE NO. 04298)  
RELATING TO SELF-INSURANCE**

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**THIS ADDENDUM** is made as of December 14, 2016, between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** (the "Lessor") and **CITY OF MIAMI SPRINGS, FL** (the "Lessee").

**Recitals**

- A. Lessor and Lessee have entered into a Master Lease Agreement dated as of November 2, 2005 (the "Agreement").
- B. Lessee desires to lease equipment described in Equipment Schedule No. 07 to the Agreement (the "Equipment") and Lessee has requested that Lessor lease such Equipment to Lessee.
- C. With respect to Equipment Schedule No. 07, Lessee has requested that Lessor permit it to provide self-insurance for liability claims and property damage.
- D. Lessor is willing to grant Lessee's request subject to the following terms and conditions.

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

- 1. The terms capitalized in this Addendum but not defined herein shall have the meanings assigned to them in the Agreement.
- 2. Lessee hereby represents and warrants that all representations and warranties contained in the Agreement are true and correct as of the date hereof and that neither a Non-Appropriation nor any Event of Default or event which, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred under the Agreement.
- 3. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain in full force and affect and are hereby ratified and confirmed by Lessee.
- 4. Lessee represents and warrants that all representations and warranties contained in the Questionnaire for Self- Insurance to Master Lease Agreement (the "Questionnaire") are true and correct as of the date hereof.
- 5. Lessor acknowledges receipt of the Questionnaire and, in reliance upon the information provided therein, agrees that Lessee may satisfy the requirements of Sections 7.1 through 7.3 of the Agreement with respect to Equipment Schedule No. 07 through self-insurance.
- 6. By written notice to Lessee, Lessor may revoke its agreement relative to Equipment Schedule No. 07 to accept self-insurance in lieu of the insurance required by Section 7.1 through 7.3 of the Agreement at any time during the related Lease Term when Lessor deems itself insecure with respect to such self-insurance. Within thirty (30) days of receipt of notice from Lessor, Lessee agrees to obtain insurance in compliance with Section 7.1, 7.2 and 7.3 of the Agreement and provide evidence thereof to Lessor.

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

**CITY OF MIAMI SPRINGS, FL,**  
Lessee

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

By: \_\_\_\_\_  
Name: William Alonso  
Title: City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

## DISBURSEMENT AUTHORIZATION

December 14, 2016

SunTrust Equipment Finance & Leasing Corp.  
3333 Peachtree Rd., 4<sup>th</sup> Floor  
Atlanta, GA 30326

Gentlemen:

In connection with the certain Equipment Schedule No. 007 executed between SunTrust Equipment Finance & Leasing Corp. and the Lessee identified below, pursuant to that certain Master Lease Agreement No. 04298 dated as of November 2, 2005, Lessee hereby directs SunTrust Equipment Finance & Leasing Corp. to wire transfer the monies as follows:

**Destination Information:**

*Wire Information:*

Bank Name	<u>SunTrust Bank</u>
Bank ABA Number	<u>061000104</u>
Account Number	<u>9443001321</u>
Account Name	<u>Escrow Services Richmond</u>
Attention	<u>Byron Roldan</u>
Dollar Value	<u>\$173,120.00</u>
Reference	<u>CITY OF MIAMI SPRINGS – Lease 04298-007</u>

**TOTAL DISBURSEMENTS: \$173,120.00**

**CITY OF MIAMI SPRINGS, FL,**  
Lessee

By: \_\_\_\_\_  
Name: William Alonso  
Title: City Manager  
Date: \_\_\_\_\_





Name	Phone Number
Address	City, State, Zip

**RESOLUTION NO. 2016 – XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, DETERMINING THE NECESSITY AND APPROPRIATENESS OF THE ACQUISITION OF EQUIPMENT PURSUANT TO A MASTER LEASE WITH SUNTRUST EQUIPMENT FINANCE AND LEASING CORPORATION; AUTHORIZING THE EXECUTION AND DELIVERY OF EQUIPMENT SCHEDULE NO. 07 TO MASTER LEASE AGREEMENT NO. 04298; AUTHORIZING THE CITY MANAGER/FINANCE DIRECTOR AND OTHER AUTHORIZED CITY OFFICERS TO EXECUTE THE LEASE DOCUMENTATION, EVIDENCE THE VALIDITY OF THE LEASE DOCUMENTS, AND AFFIX THE CITY SEAL WHERE REQUIRED; DIRECTING THE EXECUTION OF ANY ADDITIONAL LEASE DOCUMENTATION BY THE PROPER OFFICIALS AND OFFICERS OF THE CITY IN ORDER TO EFFECTUATE THE SUBJECT TRANSACTION; DECLARATION OF TRANSACTION COMPLIANCE WITH INTERNAL REVENUE SERVICE REGULATIONS; EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of Miami Springs desires to obtain certain equipment (the "Equipment") described in Equipment Schedule No. 07 to the Master Lease Agreement No. 04298 (collectively, the "Lease") with SunTrust Equipment Finance and Leasing Corporation the form of which has been reviewed by the City prior to the passage of this Resolution; and,

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

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

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

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

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

---

Zavier M. Garcia, Mayor

**ATTEST:**

---

Erika Gonzalez-Santamaria, MMC, City Clerk

**APPROVED AS TO LEGALITY AND FORM:**

---

Jan K. Seiden, City Attorney



# AGENDA MEMORANDUM

**Meeting Date:** 12/12/2016

**To:** The Honorable Mayor and Members of the City Council

**From:** William Alonso, City Manager *WAL*

**Subject:** Third Amendment with Meridian Mgmt, LLC

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Attached is a letter we received from Mr. Wade Johnson, who is the attorney for Meridian Mgmt, LLC requesting a third amendment for a one year period. I am attaching a copy of the original agreement along with all prior amendments.

**WADE F. JOHNSON, JR., P.A.**

ATTORNEY AND COUNSELOR AT LAW

4255 Tidewater Dr.  
Orlando, Florida 32812

Wade F. Johnson, Jr.  
Florida Bar Certified Tax Specialist  
CPA, MBA

Telephone (407) 859-2388  
Facsimile (407) 429-3825

December 6, 2016

William Alonso  
Miami Springs City Manager  
201 Westward Dr.  
Miami Springs, FL 33166

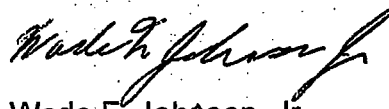
RE: Settlement Agreement Extension

Dear Mr. Alonso:

Subsequent to my letter to you dated December 3, 2016, I have talked with Jan Seiden about the proposed Third Amendment and some changes that he suggested. Those discussions have lead to a revised Third Amendment, which Jan has approved. I have enclosed that revised Third Amendment with this letter.

Per Jan's request, I am also e-mailing this letter and the revised Third Amendment to you, Jan and the City Clerk. Please let me know if you need anything else from me.

Very truly yours,



Wade F. Johnson, Jr.

WFJ

cc: Erika Gonzalez-Santamaria  
Miami Springs City Clerk  
Jan K. Seiden,  
Miami Springs City Attorney

201-1016  
579-7154

**THIRD AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN  
CITY OF MIAMI SPRINGS AND MERIDIAN MGMT, LLC**

THIS Third Amendment to Settlement Agreement ("Amendment") is entered into this \_\_\_\_ day of December, 2016, by and between MERIDIAN MGMT, LLC, ("Meridian"), a Florida limited liability company, its successors and assigns, whose address is c/o Wade F. Johnson, Jr., 4255 Tidewater Dr., Orlando, FL 32812 and the CITY OF MIAMI SPRINGS, a Florida municipal corporation, whose address is 201 Westward Dr., Miami Springs, FL 33166 ("City") and the parties hereto agree to amend the Settlement Agreement between Meridian and the City dated December 21, 2011, as amended by an Amendment dated December 18, 2014, and an Amendment dated October 28, 2015, ("Agreement"), as follows:

1. The term of the Agreement shall be extended for one year and shall now terminate on December 21, 2017. In the event that the City has submitted all items needed for an annexation application and is waiting for Miami-Dade County to make a determination on that application, the Agreement shall be extended beyond December 21, 2017, until a final decision is reached by Miami-Dade County on the City's annexation application, except that such extension shall not be for more than an additional year. If Miami-Dade County rejects the City's annexation application, then the Agreement will terminate. If Miami-Dade County accepts the City's annexation application, the Agreement shall continue in force for its provisions to be implemented by Meridian and the City.
2. Meridian understands that the City will be required to resubmit an application for annexation to Miami-Dade County and that there will be costs to the City associated with that application. Meridian agrees to pay the application process expenses incurred by the City, subject to review of those expenses by Meridian with the City. Meridian agrees that, if Meridian chooses not to approve any such expenses, the City may discontinue its annexation efforts and the Agreement will become null and void.
3. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

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

Witness

**MERIDIAN MGMT, LLC**

\_\_\_\_\_

By:

\_\_\_\_\_  
Wade F. Johnson, Jr., Manager

\_\_\_\_\_  
(Please Print or Type Name)

**CITY OF MIAMI SPRINGS**

ATTEST:

\_\_\_\_\_  
Erika Gonzalez-Santamaria  
City Clerk

By:

\_\_\_\_\_  
William Alonso  
City Manager

By:

\_\_\_\_\_  
Jan K. Seiden  
City Attorney



SETTLEMENT AGREEMENT BETWEEN CITY OF MIAMI SPRINGS  
AND MERIDIAN MGMT, LLC

THIS AGREEMENT is entered into this 21<sup>st</sup> day of December, 2011, by and between MERIDIAN MGMT, LLC, ("MERIDIAN"), a Florida limited liability company, its successors and assigns, whose address is c/o Wade F. Johnson, Jr., 4255 Tidewater Dr., Orlando, FL 32812 and the CITY OF MIAMI SPRINGS, a Florida municipal corporation, whose address is 201 Westward Dr., Miami Springs, FL 33166 ("CITY"), as follows:

RECITALS

MERIDIAN is a sign company that has applied for permits to construct billboard signs for commercial and non-commercial speech at various locations throughout the CITY; and

The CITY denied the applications for sign permits submitted by MERIDIAN; and

MERIDIAN filed a law suit against the CITY in U.S. District Court challenging the constitutionality of the CITY's sign ordinance; and

MERIDIAN and the CITY each wish to avoid the continuing expense and risk of a lawsuit; and

MERIDIAN has agreed to withdraw all previous applications and, in exchange, the CITY shall grant MERIDIAN all necessary permits and approvals to allow MERIDIAN to construct billboard signs along certain limited access highways; and

The CITY is entering into this Agreement as a compromise of a disputed claim and the CITY does not admit any liability; and

The parties agree that this is a settlement of a disputed claim as to the validity of the CITY's sign ordinance and a disputed claim as to the right of MERIDIAN to obtain permits under the CITY's sign ordinance, and

MERIDIAN and the CITY each have full authority to enter into this Agreement and have followed all necessary procedures and have obtained all necessary approvals and ratifications prior to execution of this Agreement; and

Both parties consider it to be in their best interests and in the interests of the citizens and property owners of the CITY to approve this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree each with the other as follows:

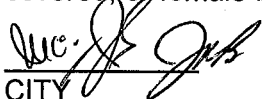
Section 1. Recitals. The recitals above are true and correct and are incorporated herein by reference.

  
CITY

  
MERIDIAN

Section 2. Construction of Signs. MERIDIAN shall have the exclusive right to construct billboard sign structures at locations visible to traffic on limited access highways located in an area that is the subject of an annexation application that the CITY has pending with Miami Dade county, more specifically, SR 826 (Palmetto Expressway). MERIDIAN and the CITY each acknowledge that the CITY's application to annex this area is still in the approval process of the Miami-Dade County Commission and that it is possible that the annexation will not be approved; however, in the event the annexation is approved by the Miami-Dade County Commission, MERIDIAN shall have vested rights to construct and maintain the billboards as described herein and the CITY and MERIDIAN shall each diligently pursue all approvals necessary to complete the annexation. The signs shall be placed so as to be primarily visible from the traffic lanes on the limited access highway. All such signs shall be erected on private property and no such signs shall be erected within right-of-way areas. The CITY's sign ordinance does not specifically address requirements and restrictions for billboards in the CITY; therefore, the requirements and restrictions that must be met by the sign structures, including, but not limited to, the size, shape, height, spacing and setbacks of the signs, shall be those contained in the applicable Florida Statutes and rules promulgated by the Florida Department of Transportation ("FDOT"). The number of signs that may be erected shall be limited to the number of signs allowable pursuant to the applicable FDOT spacing requirements, but in no event shall be more than 10 signs. MERIDIAN shall be entitled to construct and maintain any sign at these locations that is permissible by FDOT, including, but not limited to static, digital, tri-vision, etc. and the CITY shall grant MERIDIAN all permits (building, electrical, etc.) necessary to construct and maintain any such sign and to revise any such sign into another sign type permissible by FDOT. The shape of the signs shall be back-to-back or "V" shape on a monopole base. Each sign structure may contain up to two faces and the monopole base, the sign header, all other portions of the sign framework and all faces shall be collectively referred to herein as a sign structure or a sign. No signs shall be erected on a rooftop and none of the signs shall be murals or wallscapes and this Agreement shall not provide MERIDIAN with any rights with regard to murals or wallscapes and the CITY shall retain all of its rights to control, and enact laws and regulations with regard to, murals and wallscapes. Signs may be illuminated; however, no sign shall be so illuminated that it interferes with the effectiveness of or obscures any official traffic sign, device, or signal, nor shall the illumination interfere with drivers. The illumination shall not be provided by flashing lights, rotating lights or strobe lights. No signs on the structures shall emit noise. Signs may not display words such as "Stop" or "Danger" in such a manner to appear to require stopping or to imply the presence of danger, nor may sign copy imitate official signs (such as stop signs, interstate signs, etc.). The zoning for each sign structure location must be commercial, industrial, business/office or other zoning under which such sign structures are permissible. Any sign that must be replaced due to damage or destruction will be re-permitted, if necessary, for the same location. In the event any sign structure shall be utilized as a cellular transmission facility, the CITY shall be entitled to receive an equitable share, as determined by the parties hereto, of the net revenue generated from such use. With regard to any sign structure that contains a digital face, MERIDIAN shall provide the CITY with limited and reasonable opportunity to display governmental notices and information to the public.

Section 3. Sign Content. MERIDIAN shall not erect any sign advertising any establishment or business that could reasonably be characterized as providing adult entertainment, nor shall any sign contain sexually graphic materials, or contain any material that appeals to prurient interests. No sign shall contain any of the following: obscene language or language that describes sexual conduct; graphics that depict sexual conduct, human genitalia or buttocks which are not fully covered, or female breasts which are not covered below the top of the areola; or graphics which

  
CITY

  
MERIDIAN

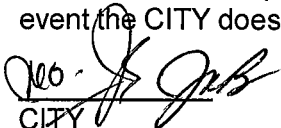
depict scenes or images which could reasonably be construed as being obscene or which appeal to prurient interests.

**Section 4. Compensation to CITY.** MERIDIAN agrees to pay the CITY a one-time permitting fee of \$75,000.00 for each sign structure, payable as follows: \$50,000.00 payable within three days following issuance of the later of the CITY's permit and the FDOT tags for the sign and \$25,000.00 payable within three days following the date of the receipt of final approval (certificate of completion) from the CITY for the completed sign structure. In the event MERIDIAN applies for the permits necessary to build a sign structure originally as a digital sign or to reengineer an existing sign structure to be able to accommodate a digital face or faces, there shall be an additional permitting fee of another \$75,000.00 for that sign structure to be built or modified to accommodate a digital face or faces, payable as follows: \$50,000.00 payable within three days following issuance of the later of the CITY's permit and the FDOT tags (if necessary) for the sign and \$25,000.00 payable within three days following the date of the receipt of final approval (certificate of completion) from the CITY for the completed digital sign structure. The payment of all permitting fees shall be made payable to "City of Miami Springs" and shall be paid at 201 Westward Dr., Miami Springs, FL 33166.

**Section 5. Dismissal of Lawsuits.** Within ten days after the date of execution of this Settlement Agreement, MERIDIAN and the CITY shall file a Joint Stipulation dismissing any and all lawsuits MERIDIAN has filed against the CITY, without prejudice. The Joint Stipulation shall provide that each party shall be responsible for its respective attorney's fees and costs and shall request that the court retain jurisdiction to enforce the terms of this Agreement.

**Section 6. Approvals.** The CITY shall issue all necessary permits and grant all necessary approvals for MERIDIAN to construct the signs within 10 business days after written notification to the CITY that an application for a sign structure is complete and ready for review. MERIDIAN shall provide the CITY with engineered drawings of the sign structures and a specific purpose survey of the property on which the sign is to be located, showing the proposed location for the sign structure. MERIDIAN shall comply with all applicable building codes for the construction and maintenance of the sign structures that are not inconsistent with the terms of this Agreement. The CITY shall cooperate in the execution of any documents necessary for MERIDIAN to obtain FDOT permits, including, but not limited to, the FDOT Application for Outdoor Advertising Permit, which shall be executed by the CITY within 10 business days of the date it is submitted to the CITY by MERIDIAN. The parties further agree that the CITY's ordinances and inspection/approval processes shall be applied in a reasonable manner to allow erection and maintenance of the sign structures, with the understanding that the intent of this provision is to provide rules to govern the ongoing relationship between the parties and the ongoing maintenance and repair of the sign structures, but it is not the intent of this provision that the CITY's ordinances and/or the CITY's inspection/approval processes be used to prevent the erection or maintenance of the sign structures or to prevent the furtherance of the intent of this Agreement. The CITY shall not in any event apply any procedure or fee that would impair MERIDIAN in the exercise of its vested rights under this Agreement. Notwithstanding the foregoing, nothing contained herein shall prevent the CITY from exercising its inherent rights to legislate, regulate and govern.

The CITY may decide in the future to amend its ordinances to provide further regulations, restrictions and/or prohibitions with regard to outdoor advertising signs within the CITY. In the event the CITY does so, the CITY agrees that no such amended ordinances shall be proposed or

  
CITY

  
MERIDIAN

construed that shall restrict or impair the rights granted to MERIDIAN hereunder and MERIDIAN agrees that the passage of such ordinances shall not constitute a breach of this Agreement unless such ordinances as written, construed or interpreted, restrict or impair MERIDIAN's rights to erect and maintain the sign structures described herein. MERIDIAN agrees to provide reasonable assistance to the CITY in this process if so requested by the CITY

Section 7. Mitigation. In order to minimize the effect of the potential construction of the signs originally applied for by MERIDIAN under the CITY's then existing sign ordinance, the CITY and MERIDIAN agree that the sign permits described herein are the only sign permits that shall be issued to MERIDIAN and that the applications previously submitted shall be permanently withdrawn, with prejudice, at the same time as the dismissal of the lawsuit described in section 5 hereof. MERIDIAN agrees that neither MERIDIAN, nor its shareholders, directors, officers, or employees, will, either directly or indirectly, pursue any future challenge to the CITY's sign ordinance. MERIDIAN's execution of this Agreement constitutes a waiver of its rights to seek placement of billboards within the current corporate boundaries of the City in perpetuity.

Section 8. Miscellaneous. This Agreement shall be binding upon the parties hereto, their successors and assigns. The parties agree that there are no third party beneficiaries of this Agreement. MERIDIAN and the CITY each have full authority to enter into this agreement and implement this agreement for all applications, locations and signs referenced herein and have followed all necessary procedures for this Agreement to be legal and binding.

MERIDIAN shall be in default if MERIDIAN shall fail to pay any payment due hereunder within 15 days after written notice from the CITY that a payment is past due. As to any breach of this Agreement other than as described above, MERIDIAN shall be in default if MERIDIAN fails to cure such breach within 30 days after written notice from the CITY of the breach, except that MERIDIAN shall not be in default hereunder if such breach is not capable of being cured within said 30 day period and MERIDIAN has, within said 30 day period, commenced actions reasonably anticipated to cure said breach.

The CITY shall be in default as to any breach of this Agreement if the CITY fails to cure such breach within 30 days after written notice from MERIDIAN of the breach, except that the CITY shall not be in default hereunder if such breach is not capable of being cured within said 30 day period and the CITY has, within said 30 day period, commenced actions reasonably anticipated to cure said breach. In the event of a breach by the CITY, MERIDIAN's remedies shall include, but not be limited to, specific performance of this Agreement. Notwithstanding the foregoing, the CITY shall be in default if the CITY fails to cure a breach under section 6 hereof within three days of receipt of written notice of said breach.

Except as otherwise specifically described herein, the terms of this Agreement shall be applied separately to each completed sign structure as if there were a separate agreement for each sign structure. Any default hereunder shall only be as to the sign structure to which the default applies and shall not affect the other sign structures.

MERIDIAN shall, at its expense, defend, indemnify, and hold harmless the CITY from any cost, claim, action, liability or damage of any kind arising from any challenge by any third party to the terms of this Agreement or resulting from the signs. MERIDIAN agrees to defend any such action and the CITY agrees to cooperate with MERIDIAN in such defense.

  
CITY

  
MERIDIAN

This Agreement shall terminate without action by either party if the CITY has not annexed any portion of SR 826 within three years of the effective date of this Agreement. The parties agree that the ultimate decision as to acceptance of any final annexation proposal shall remain that of the CITY and that CITY has the sole and exclusive right to participate in and accept or reject any annexation offered or approved by Miami-Dade County.

Section 9. Settlement of Claim. MERIDIAN understands that the only reason the CITY is allowing the construction of the signs described herein is for the settlement of disputed claims under the sign ordinance and that the CITY does not admit any liability in this Settlement Agreement.

Section 10. Public Policy. MERIDIAN, its successors and assigns, and the CITY, will not take any legal action to contend that this Settlement Agreement is illegal, unconstitutional or void as against public policy and both parties agree to take all actions to insure the intent of this Agreement is carried out, including, but not limited to, adopting or amending ordinances as necessary and approving variance requests relating to setbacks. MERIDIAN, its successors and assigns, and the CITY further agree to waive any rights they have under any law, federal, state or local, to challenge the conditions contained in this Agreement.

The parties recognize that the CITY may elect to amend the ordinances and Code of the City of Miami Springs to be consistent with this Agreement. MERIDIAN will assist in this effort as requested by the CITY. The CITY agrees to prepare and execute such additional documents, and to take such other actions as may be necessary to effectuate the purposes of this Agreement, and MERIDIAN will assist in this effort as requested by the CITY. As long as the CITY complies with this Agreement, neither MERIDIAN, nor any of its subsidiaries, affiliated corporations or entities, or parent corporations, or assignees, will sue the CITY on Sign issues, or provide financial or in-kind support to others who sue the CITY regarding the CITY's sign ordinance. The CITY will reasonably cooperate to resolve issues, if any, raised by any other governmental or permitting agency regarding the sign structures and the sign permits issued pursuant to this Agreement. The failure of the CITY to amend its ordinances and Code as set forth in this paragraph shall not affect the validity and enforceability of this Agreement.

The parties agree and acknowledge that MERIDIAN, by (1) the execution of this Agreement, (2) relinquishment of the claims asserted in the lawsuit, and (3) assumption of the obligations contained herein, has acquired vested rights to construct, operate, maintain, reconstruct and relocate the sign structures in accordance with the terms and conditions of this Agreement. It is the intent of the parties that this Agreement, and MERIDIAN's significant reliance and substantial change in position based upon the terms contained herein, creates vested rights in MERIDIAN, which vested rights have substantial economic value and which shall be recognized in the existing and subsequent regulations affecting the sign structures as may then exist. As such, the CITY agrees that it shall not take any official action, including, but not limited to, administrative or enforcement actions, or enact any ordinance or regulation that is inconsistent with, or otherwise deprives MERIDIAN of its vested rights under this Agreement.

Section 11. Assignment of Agreement. The rights and obligations of MERIDIAN hereunder, and of any successor in interest, are fully assignable and the assignee of all such rights and obligations shall become completely responsible for the fulfillment thereof and MERIDIAN, or such successor in interest, shall be released from any further liability or obligation hereunder immediately

  
CITY

  
MERIDIAN

upon any such assignment. MERIDIAN agrees that any and all assignees or successors shall be given a copy of this Agreement and shall be specifically made aware of the terms and conditions of this Agreement and of the fact that they would also be bound by all the terms and conditions contained herein. No assignment shall be valid if MERIDIAN, or the then current successor in interest, is in default of this Agreement at the time of such assignment.

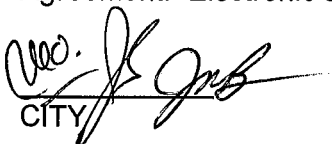
It is further the intent of the parties hereto that the vested rights created in favor of MERIDIAN by virtue of this Agreement shall be fully assignable, and shall inure to the benefit of any third party to whom MERIDIAN shall assign, sell or otherwise transfer any of its right(s) in, to or under this Agreement. In the event of any such assignment, sale or transfer, and the assumption or discharge of any of MERIDIAN's obligations hereunder, said third party shall be deemed to have likewise acquired vested rights to construct, operate, maintain, reconstruct and relocate the Signs (to the extent of such assignment, sale or transfer) in accordance with the terms and conditions of this Agreement.

**Section 12. Relocation of Signs.** The parties acknowledge that it is possible that MERIDIAN may not be able to obtain all necessary leases, approvals or permits for location(s) originally chosen by MERIDIAN for placement of signs or that, after a sign is erected, the sign may need to be relocated because of blockage from buildings or trees, other construction issues, or causes or circumstances beyond MERIDIAN's control. In such an event, MERIDIAN shall be entitled to obtain a permit for a different location as described in Section 2 of this Agreement and to locate the sign, if not already erected, or relocate a sign that has been already erected, on such different location. The different location shall be a substitute for, and not in addition to, the previous location and must comply with all applicable FDOT permitting requirements, including all spacing requirements and all provisions of this Agreement. No change in the CITY's zoning shall affect MERIDIAN's right to relocate a sign hereunder.

The CITY agrees to not enact or impose building or zoning regulations that shall cause the removal or relocation of existing signs as a condition precedent to the development of the remaining portion of any property upon which a sign is located. Notwithstanding the foregoing, the existence of a sign on any property shall not constitute the agreement of the city to waive, release, or vary the terms and conditions of the code of ordinance provisions, rules, or other regulations that may be applicable to the development of the remaining portion of any such property upon which a sign is erected.

**Section 13. Force Majeure.** Failure by MERIDIAN to perform any act required of MERIDIAN hereunder on a timely basis shall not be deemed a breach or failure to perform by MERIDIAN, if such failure is the direct result of, or due to, revolutions, insurrections, riots, wars, acts of enemies or of terrorism, acts of God, floods, tornados, hurricanes, other severe weather occurrences, national emergency, strikes, shortage or curtailment of material, labor, transportation, or utility services, or of any labor or production difficulty, or any cause beyond MERIDIAN's control or without MERIDIAN's fault or negligence (hereinafter referred to as "force majeure"). Any time for performance of any act by MERIDIAN shall be extended by the duration of any force majeure.

**Section 14. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof. It is the final expression of agreement between the parties, thus, neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers, made either prior to or simultaneous with the execution of this Agreement. Electronic signatures hereon shall be treated as originals.

  
CITY

  
MERIDIAN

Section 15. Attorney's Fees and Costs. Each party shall bear its own attorney's fees and costs in completing the terms of this Agreement. In the event of a dispute hereunder, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

Section 16. Notice. All notices, demands, and any other communication provided for herein shall be given in writing and shall be personally delivered or sent by United States Certified Mail, return receipt requested, postage prepaid and sent to the address provided in the introductory paragraph of this Agreement. Provided, however, that any party may, from time to time, give notice to the other parties of some other address to which notices to such party shall be sent, in which event notices to such party shall be sent to such address. Notice shall be deemed to be effectively given hereunder when personally delivered or three days after deposited in the United States Mail, postage prepaid, certified, return receipt requested, and addressed as above specified.

Section 17. Indemnification/Hold Harmless. In the event that any third person or entity asserts any claim or brings any lawsuit concerning the validity of this Agreement, or any claims for damages or equitable relief arising from any permit issued in accordance with this Agreement, MERIDIAN, its successors and assigns, agree to defend any such claim or lawsuit at its expense and to indemnify the City from any damages, costs, or attorneys' fees awarded as a result of the same.

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

Witness

Kendall Johnson  
Kendall Johnson  
(Please Print or Type Name)

**MERIDIAN MGMT, LLC**

By: Wade F. Johnson, Jr.  
Wade F. Johnson, Jr., Manager

ATTEST:

Magali Valls  
Magali Valls, City Clerk

**CITY OF MIAMI SPRINGS**

By: James R. Borgmann  
James R. Borgmann  
City Manager

By: Jan K. Seiden  
Jan K. Seiden  
City Attorney



Geo. J. [Signature]  
CITY



AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN  
CITY OF MIAMI SPRINGS AND MERIDIAN MGMT, LLC

THIS Amendment to Settlement Agreement ("Amendment") is entered into this 18<sup>th</sup> day of December, 2014, by and between MERIDIAN MGMT, LLC, ("MERIDIAN"), a Florida limited liability company, its successors and assigns, whose address is c/o Wade F. Johnson, Jr., 4255 Tidewater Dr., Orlando, FL 32812 and the CITY OF MIAMI SPRINGS, a Florida municipal corporation, whose address is 201 Westward Dr., Miami Springs, FL 33166 ("CITY") and the parties hereto agree to amend the Settlement Agreement between MERIDIAN and the CITY dated December 21, 2011 ("Agreement"), as follows:


1. Section 4 shall be amended to read as follows:

MERIDIAN agrees to pay the CITY a one-time permitting fee of \$100,000.00 for each sign structure, payable as follows: \$50,000.00 payable within three days following issuance of the later of the CITY's permit and the FDOT tags for the sign and \$50,000.00 payable within three days following the date of the receipt of final approval (certificate of completion) from the CITY for the completed sign structure. In the event MERIDIAN applies for the permits necessary to build a sign structure originally as a digital sign or to reengineer an existing sign structure to be able to accommodate a digital face or faces, there shall be an additional permitting fee of another \$100,000.00 for that sign structure to be built or modified to accommodate a digital face or faces, payable as follows: \$50,000.00 payable within three days following issuance of the later of the CITY's permit and the FDOT tags (if necessary) for the sign and \$50,000.00 payable within three days following the date of the receipt of final approval (certificate of completion) from the CITY for the completed digital sign structure. The payment of all permitting fees shall be made payable to "City of Miami Springs" and shall be paid at 201 Westward Dr., Miami Springs, FL 33166.

2. The term of the Agreement shall be extended for one year and shall now terminate on December 21, 2015.
3. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

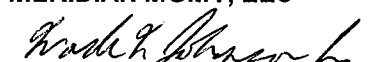
IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

Witness

  
Marlene R. Johnson  
(Please Print or Type Name)

**MERIDIAN MGMT, LLC**

By:

  
Wade F. Johnson, Jr., Manager

**CITY OF MIAMI SPRINGS**

ATTEST:

  
Erika Gonzalez-Santamaria  
City Clerk

By:

  
Ron Gorland  
City Manager

By:

  
Jan K. Seiden  
City Attorney

SECOND AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN  
CITY OF MIAMI SPRINGS AND MERIDIAN MGMT, LLC

THIS Second Amendment to Settlement Agreement ("Amendment") is entered into this 28<sup>th</sup> day of October, 2015, by and between MERIDIAN MGMT, LLC, ("MERIDIAN"), a Florida limited liability company, its successors and assigns, whose address is c/o Wade F. Johnson, Jr., 4255 Tidewater Dr., Orlando, FL 32812 and the CITY OF MIAMI SPRINGS, a Florida municipal corporation, whose address is 201 Westward Dr., Miami Springs, FL 33166 ("CITY") and the parties hereto agree to amend the Settlement Agreement between MERIDIAN and the CITY dated December 21, 2011, as amended by an Amendment dated December 18, 2014 ("Agreement"), as follows:

1. The term of the Agreement shall be extended for one year and shall now terminate on December 21, 2016.
2. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

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

Witness


Marlene R. Johnson  
Marlene R. Johnson  
(Please Print or Type Name)

**MERIDIAN MGMT, LLC**

By: Wade F. Johnson, Jr.  
Wade F. Johnson, Jr., Manager

ATTEST:

Erika Gonzalez-Santana  
Erika Gonzalez-Santana  
City Clerk



**CITY OF MIAMI SPRINGS**

By: Ron Gorland  
Ron Gorland  
City Manager

By: Jan K. Seiden  
Jan K. Seiden  
City Attorney



# AGENDA MEMORANDUM

**Meeting Date:** 12/12/2016

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

**Via:** William Alonso, City Manager

**From:** Tammy Romero, ACM

**Subject:** Recommendation of Food & Beverage (F&B) Operation Services for the Miami springs Golf and Country Club

**RECOMMENDATION:** Recommendation by Finance that Council award City RFP # 01-16/17 to Amber 18 Holes Services, the most responsive and responsible proposed F&B Operator and authorize the execution of a 5 year contract for Food & Beverage (F&B) Operation Services for the Miami Springs Golf and Country Club commencing January 2017.

**DISCUSSION:** The City advertised Request for Proposal #01-16/17 for Food & Beverage (F&B) Operation Services on October 20th of which 18 Food & Beverage (F&B) Operators were notified of the opportunity to bid. On November 1st, the F&B operators were required to attend a Mandatory Pre-Bid conference and Site Visit and 15 different Operators were in attendance (Attachment "A"). On December 8th, the City received 7 responses (Attachment "B") and six of the seven were considered responsive.

Responses were evaluated and references have been verified by Tammy Romero, Assistant to City Manager (Attachment "C") and Amber 18 Holes Services was considered the most responsive and responsible proposed Operator based on the totality of all the submittals to the City's RFP.

**Submission Date and Time:** 12/6/2016 12:54 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: _____	Dept./ Desc.: <u>N/A</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <u>[Signature]</u>	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. to City Mgr.: <u>[Signature]</u>	Additional Funding: _____
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u>[Signature]</u>	Amount previously approved: \$ _____
		Current request: \$ _____
		Total vendor amount: \$ _____

**Mandatory Pre-Bid Site Visit**  
**RFP# 01-16/17**  
**Food & Beverage (F & B) Operation Services**  
**November 1st, 2016 at 9:30 AM**

Attachment A

Name	Company	Address	Phone	E-Mail
Orlando E. Rodriguez	Grand Salon Reception Halls	9950 SW 104th St.	(786) 269-3033	eventProducers@grand salon ballroom.com
Miriam Portol	"	"	(305) 609 6798	"
ALEXI SALVAT	Angelitos Banquet Hall	300 palm AVE	305-888-9345	ALEXI.SALVAT@yahoo.com
Albin Medina	Vesuvius Pizza	13081 SW 88 St	3/970-5937	Medina903@aol.com
FERNANDO SUCCO	THE SUCCO GROUP INC.	211 DEER RUN MIAMI SPRINGS, FL	305 903 1601	FERNANDO SUCCO@aol.com
Syfiolo Loban	Ambros 18 Holes Services LLC	6355 NW 36th St	MIAMI FL 33146	
Junior Silva	CSS	9700 NW 41st St	33166 786 413 6195	juniorsscatering@gmail.com
Roberto Simoes	SF CATERING & EVENTS	5451 NW 72 Ave	786-333-4901	
<del>ORLANDO LAMAS</del>			305-823-3322	Roberto@SF-CATERING.COM
ORLANDO LAMAS	THE BEND HOSPITALITY GROUP	6844 NW 169 St.	786.295.1045	
Roly Morante	Morante Station Group	333 NE 23 St		ORLANDOLAMAS@GMAIL.COM
			Miami FL 33137	Roly.Morante@gmail.com

## Attachment A

Page 2 of 2

**Mandatory Pre-Bid Conference**  
**RFP# 01-16/17**  
**Food & Beverage (F & B) Operation Services**  
**November 1st, 2016 at 10:30 AM**

Attachment A

Name	Company	Address	Phone	E-Mail
Domingo GONZALEZ	Springs catering events			
FERNANDO SUCCO	THE SUCCO GROUP INC.	211 DEER RUN MIAMI SPRINGS FL	305 903-1601	FERNANDO.SUCCO@AOL.COM
Tom Huttenmeyer	TH MGMT	151 Hibiscus Dr	786-459-3333	THUTCHMYS19@gmail.com
MANNY GOCENDE		2330 NW 102 AVE, DOLLA FL 33172	(305) 965-3888	MSG@AELASUPPLY.COM
MICHAEL ANDERSON	SPORTS GRILL	9090 SW 97 AVE MIAMI, FL 33176	305 595-3335	SPIKE@SPORTSGRILLMIAMI.COM
Roly Monrode	mae-re starrs klp	333 NE 2357 MIAMI, FL 33137	786 548-7796	Roly.Monrode@comcast.net
Junior Silva	ESS	9500 W 41st St 33166	286 4136195	juniorstarrs@gmail.com
Digfriso John	Amben 18 Hds Services, LLC	6355 NW 36th Ave MIA FL 33166	786 422-0284	
Michael Kobriakov	Amben 18 Hds Serv, LLC	6355 NW 36th Ave MIA FL 33166	954-696-6875	

## Attachment A

Pg 2 of 2

Bid Opening  
RFP #01-16/17  
FOOD & BEVERAGE OPERATOR  
Opened December 1, 2016 at 2:30 P.M.

Attachment B

VENDOR NAME

- ✓ CSS of South Florida Inc.
- ✓ Amber 18 Holes Services
- ✓ Spring Catering Events
- ✓ Masters on the Green LLC
- ✓ Fernando Suco
- ✓ The Grand Salon Reception Hall Inc.
- x Siamo (Fidel Garcia)

Witnessed by:

Mika Conzalez  
Cheryl Haroff



Bid #01-16/17		Evaluation for RFP #01-16/17 For Food & Beverage Operation Services							
Title: FOOD & BEVERAGE (F&B) OPERATION SERVICES									
Name of F&B Operator	Responsive/ Non Responsive	5 year Revenue Proposed / Years 1-5	Years of Experience in field / minimum of 3 years experience within last 5 years	3 verifiable References	Any planned Capital Improvements	Acknowledged Amendment(s)	Completed Required Forms	Misc. Comments within RFP response	Highlights within Business Plan
Amber 18 Holes Services	Responsive	\$ 492,000.00 Year 1: \$48,000 Year 2: \$102,000 Year 3: \$108,000 Year 4: \$114,000 Year 5: \$120,000	30+ years / Yes	Yes	\$500,000.00 in facility adaptation and remodeling	Yes	Yes	Requesting 6 months grace period (rent free) during renovations and upgrades, however the 1st years revenues will be \$48,000.00. The kitchen, bar and grill will remain open and attend to golfers and visitors in a limited service	Create "the Amber Kids" playground", a new salon for children Events, shows and entertainment 4 times a week Offering Valet Parking Service "Curtiss' Piano Bar" with live music Wednesday - Saturday Casual Dining Restaurant Monday - Saturday Outdoor Patio Grill for weekend Brunch and Special Events Happy Hour at the "Grill and The Legend - Bar Scene" "The Legend" serving breakfast and lunch "Signature Champagne Brunch" on Sunday "Dynasty Room" to serve large banquets and weddings Hours of Operation are going to be extended Executive Chef New Technology Remodeling, Alterations and Infrastructure as follows: *Curtiss' Piano Bar *Grill and Legend Bar with double side open bar *Majestic Casual Dining - remodel floor, ceiling, illumination system, new furniture and relocation of bar *Dynasty and Outdoor Uncovered Patio - new painting, new flooring (in future plans), gazebo upgrade & new landscaping design  <b>Business Plan includes many new F&amp;B prospects, \$492,000 revenue to the City over the 5 year period and \$500,000.00 of Capital Improvements</b>
The Suco Group, Inc.	Responsive	\$ 462,000.00 Year 1: \$42,000 Year 2: \$72,000 Year 3: \$84,000 Year 4: \$120,000 Year 5: \$144,000	6 years / Yes	Provided only a list of groups donated to or sponsored, no references provided	\$15,000	Yes	Yes	Proposed Business Name: Miami Springs Country Club, LLC.	New Name and Logo for Bar & Grill Room "Legends Ballroom" propose a fresh new upscale dining environment "Fresh Catering" catering geared for businesses and social gatherings Provide highest quality of F&B possible Longer hours of Operation  <b>Business Plan includes change to menu and new logo/name, \$462,000 revenue to the City over the 5 year period and \$15,000.00 of Capital Improvements</b>
Masters on the Green, LLC	Responsive	\$ 136,000.00 Year 1: \$5,000 Year 2: \$5,000 Year 3: \$30,000 Year 4: \$48,000 Year 5: \$48,000	40 years / Yes	Yes	\$50,000.00 in lieu of lesser rental payments for Years 1&2	No	Yes		Longer hours of Operation, on occasions Valet parking Proposing Full Restaurant services Happy Hour Dining services Sunday Brunch Upgrade Kitchen/ Catering Equipment New Carpet for Majestic Room  <b>Business Plan includes full restaurant services, Happy Hour and Sunday Brunches, \$136,000 revenue to the City over the 5 year period and \$50,000.00 Capital Improvements</b>

## Evaluation for RFP #01-16/17 For Food &amp; Beverage Operation Services

Bid #01-16/17									
Title: FOOD & BEVERAGE (F&B) OPERATION SERVICES									
Name of F&B Operator	Responsive/ Non Responsive	5 year Revenue Proposed / Years 1-5	Years of Experience in field / minimum of 3 years experience within last 5 years	3 verifiable References	Any planned Capital Improvements	Acknowledged Amendment(s)	Completed Required Forms	Misc. Comments within RFP response	Highlights within Business Plan
Concession Services Systems	Responsive	\$ 120,000.00 Year 1: \$21,000 Year 2: \$24,000 Year 3: \$25,000 Year 4: \$25,000 Year 5: \$25,000	15 years / Lists current clients	Yes	No	No	Yes		Extend Hours of Operations, as needed Breakfast, Lunch, Dinner, Community Weekend Brunch, Bar & Grill Customer Comment Cards / Raffle one free week of lunch every 3 months  <b>Business Plan includes breakfast, lunch and dinner and Sunday brunch menus, \$120,000 revenue to the City over the 5 year period and no Capital Improvements</b>
Spring Catering Events	Responsive	\$ 64,800.00 Year 1: \$12,000 Year 2: \$12,000 Year 3: \$12,000 Year 4: \$14,400 Year 5: \$14,400	22 years / unknown	Yes	See comments	Yes	Yes		Banquet Breakfast Buffet Catering Weddings and Events Golf Tournaments Catering Open 340 days per year New carpet in Ball rooms, wall repairs and painting New chairs and equipment New lighting and floor repairs  <b>Business Plan includes banquets and catering events, \$64,800 revenue to the City over the 5 year period and some Capital Improvement renovations</b>
Grand Salon Reception Hall, Inc.	Responsive	\$ 41,850.00 Year 1: \$7,250 Year 2: \$7,500 Year 3: \$8,000 Year 4: \$9,000 Year 5: \$10,000	16 years / Yes	Yes	\$150,000	Yes	Yes	Requests 3 additional years on contract	Bar & Grill Operation hours to remain the same Banquet hours to be extended Offer positions to current employees Upgrade menu options for Bar & Grill room Breakfast, Lunch, Dinner, Bar & Grill Happy Hour, Live Music and/or DJ Service Bring Craft Beer to the Bar  <b>Business Plan includes breakfast, lunch and dinner menus, live music, \$41,850 revenue to the City over the 5 year period and \$150,000 in Capital Improvements</b>
Siamo, Inc.	Non-responsive	\$ 300,000.00 Year 1: \$48,000 Year 2: \$54,000 Year 3: \$60,000 Year 4: \$66,000 Year 5: \$72,000	5 years / Yes	Yes	No	No	Yes		Banquet Rooms for events; Grill Room as a restaurant Curtiss Room for business meetings Smooth transition in 3 Administrative phases Renamed Event packages Revised menus Proposing to provide higher quality amenities and F&B offerings  <b>Non-Responsive: Did not attend Mandatory Pre-Bid Meeting/ Site Visit</b>

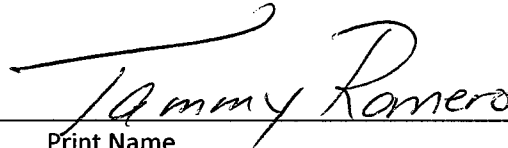
**FOOD AND BEVEARGE (F&B) OPERATION SERVICES****Ranking**

	Maximum Points Assigned	Name of F&B Operator:						
		Amber 18 Holes Services	The Suco Group, Inc.	Masters on the Green, LLC	Concession Services Systems	Spring Catering Events	Grand Salon Reception Hall, Inc.	
<u>Operational Plan/Business Plan</u> * includes Capital Improvements	30	30	20	23	20	25	25	NON-RESPONSIVE
<u>Experience/ Qualifications</u>	25	23	18	20	18	20	23	
<u>Revenue Proposal</u>	45	45	40	25	25	15	10	
<b>TOTAL SCORE</b>		98	78	68	63	60	58	

By: \_\_\_\_\_

Evaluated by \_\_\_\_\_

Print Name \_\_\_\_\_


 Jimmy Romero

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## **B.-Experience & Qualifications**

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B.2.- Team Résumés

B.3.- Reference Letters

## **C.- Revenue Proposal**

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## **D.- Exhibits:**

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D.1.- Hand Book Operations Manual: **Non Discriminatory policy**

**D.2.- Business Information: Statutes, Operating agreement, EIN**

**D.3.- RFP: signed and notarized, forms and letters (Proposal Tabulation Request, Insurance and Licenses).**



# A. OPERATIONAL BUSINESS PLAN



## A. Operational Business Plan - Business Plan of Miami Springs Golf & Country Club.

### 1. Introduction.

We like to be part of the new future of the Miami Springs Golf & Country Club, taking all the advantage of the unique legacy of more than 93 years of great and glorious moments engraved on its history.

To build this new future now and write pages in history again, we have created a new strategy to put the Miami Springs Golf & Country Club like a new Icon, that beneficiates the City of Miami Springs and his community, adding value and memorable moments for all.

Amber 18 Holes Services is not only the best and qualified operator of the Food and Beverage of the Miami Springs Golf and Country Club; we have the winning and experienced team to implement and operated this new strategy.

### 2. City of Miami Springs: Restaurants and entertainment offer. Market and Competitive analysis.

Miami Springs is a very diverse City with more than 108 restaurants of different prices and cousins, but when you are looking for delightful food, excellence service, activities, and experiences nothing is better than the Miami Springs Golf and Country Club, a Luxurious Golf Camp and Country Club, with the best restaurants, bars, events and activities that would satisfy your higher expectations. Extraordinary restaurants that guarantee a mouth full of flavors, with every bite feel pleasure, with every sip of a drink feel delicious and fresh and enjoy the different events and fun at the Golf Course and Club House, where history continues on its glory days.

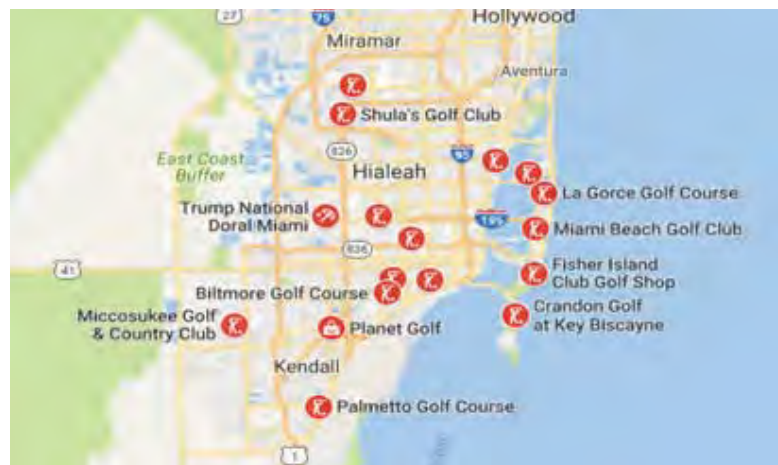
#### 2.1. Who Are Our Golf Clubs Competitors – Golf Direct

Ranking 0 STARS – 5 STARS from Miami **Dade Cities** (Ranking by Google)

#	Golf Clubs	Ranking	Link
1	Normandy Golf Shores Club	4.5 Stars	<a href="http://www.miamibeachgolfclub.com">http://www.miamibeachgolfclub.com</a>
2	Country Club of Miami	4.5 Stars	<a href="http://golfccmiami.com">http://golfccmiami.com</a>
3	Doral Park Country Club	4.5 Stars	<a href="http://www.doralpark.org">http://www.doralpark.org</a>
4	Crandon Golf at Key Biscayne	4.4 Stars	<a href="http://golfcrandon.com">http://golfcrandon.com</a>
5	Indian Creek Country Club	4.4 Stars	<a href="http://www.indiancreekcountryclub.org">http://www.indiancreekcountryclub.org</a>
6	Trump National Doral Miami	4.4 Stars	<a href="https://www.trumphotels.com/miami/golf">https://www.trumphotels.com/miami/golf</a>

7	<b>Miami Springs Golf and Country Club</b>	<b>4.3 Stars</b>	<a href="http://miamispringsgolfcourse.com">http://miamispringsgolfcourse.com</a>
8	Miami Shores Country Club	4.3 Stars	<a href="http://www.miamishoresgolf.com">http://www.miamishoresgolf.com</a>
9	Granada Golf Course	4.3 Stars	<a href="http://www.coralgables.com/index.aspx?page=722">http://www.coralgables.com/index.aspx?page=722</a>
10	International Links Melreese Country Club	4.3 Stars	<a href="http://internationallinksgolfclub.com">http://internationallinksgolfclub.com</a>
11	Miami Beach Golf Club	4.2 Stars	<a href="http://www.miamibeachgolfclub.com">http://www.miamibeachgolfclub.com</a>
12	Palmetto Golf Course	4.2 Stars	<a href="http://golfpalmetto.com/">http://golfpalmetto.com/</a>
13	Edwin Watts Golf	4.2 Stars	<a href="http://www.edwinwattsgolf.com/Store-84.aspx">http://www.edwinwattsgolf.com/Store-84.aspx</a>
14	Biltmore Golf Course	4.2 Stars	<a href="http://www.biltmorehotel.com/golf/">http://www.biltmorehotel.com/golf/</a>
15	The Coral Gables Country Club	4.1 Stars	<a href="http://www.coralgablescountryclub.com">http://www.coralgablescountryclub.com</a>

## 2.2. Best Ranked Golf and Country Clubs (Ranked by Google)





1. Normandy Golf Shores Club.
2. Country Club of Miami.
3. Doral Park Country Club.
4. Crandon Golf at Key Biscayne.
5. Indian Creek Country Club.
6. Trump National Doral Miami.

**2.3. Restaurants - Dining Direct \$\$ - \$\$\$.**

- 2.3.1. El Mirador Restaurant – Hotel Restaurant.
- 2.3.2. Harvest Moon Gourmet Foods – Healthy and Tasty.
- 2.3.3. Crackers Casual Dining - Southern, Breakfast & Brunch, Burgers.
- 2.3.4. Siamo - Pizza, Italian, Bars.
- 2.3.5. Fritanga Monimbo - American (New).
- 2.3.6. Barcelona Steakhouse & Bar – embassy suites.
- 2.3.7. Tom's NFL – restaurant.
- 2.3.8. Suvi Thai – Thai Food.
- 2.3.9. Jr's Gourmet Burgers.
- 2.3.10. Woody West and Tavern – Bar Food.
- 2.3.11. Comer Es – Peruvian.

**2.4. Others \$ - \$\$**

- 2.4.1. My Little Greek Deli
- 2.4.2. Vito's Bakery – Cuban Bakery
- 2.4.3. Treats Café
- 2.4.4. Bella Bakery
- 2.4.5. Airport Cafe & Liquors
- 2.4.6. A Little Bit of Philly
- 2.4.7. Cozy Corner
- 2.4.8. Big Rich's Yogurt Café
- 2.4.9. Johnny's soda fountain & Luncheonette
- 2.4.10. Bryson's Pub
- 2.4.11. Spizzigo Pizza & Gelato
- 2.4.12. Oriental Express Inc
- 2.4.13. Peru Place
- 2.4.14. Sabores Restaurant & Lounge

**2.5. Restaurants – Fast Food \$**

- 2.5.1. Subway
- 2.5.2. Wendy's
- 2.5.3. Ihop
- 2.5.4. Pollo Tropical
- 2.5.5. Burger King
- 2.5.6. Dennis
- 2.5.7. McDonald's
- 2.5.8. Starbucks

#### 2.5.9. Papa John's

**Advantage:**

**" Nothing compares to dining and enjoy the sensational Miami Springs Golf and Country Club, with wonderful experiences on the Golf Course and our beautiful and unrivaled venues inside the Miami Springs Country Club, bars and events hall, always with a fresh touch of exclusive and glamor and distinction, but with a warm and welcoming embrace ".**

### 3. Marketing Plan.

#### 3.1. Goal

The goal of this Marketing Plan is to maximize the potential income and to determine and develop the strategies to take advantage of the markets, putting the Miami Springs Golf and Country Club facility in the best ranking in the local community and the preference of Golfer's National and International Communities, also be the best place to enjoy a memorable moments and events for customers that live in the near Cities. Therefore, must include the following:

**Advantage:**

**"When someone likes to enjoy the best place to live a great experience playing Golf, dining, drinking or simply spend a special time, just think of Miami Springs Golf and Country Club".**

- 3.1.1. Justification and relevant supporting data and evidence for the recommendations.
- 3.1.2. Brake down strategies to maximize Food & Beverage revenue into restaurants, bars, tournaments and events.
- 3.1.3. Be part of the solution to improve the income into the Golf Course.
- 3.1.4. Build strong connections to the communities and residents in the City of Miami Springs.
- 3.1.5. Active Plan of different events with the right campaign of communication to the objectives markets.
- 3.1.6. Make a link between the official web page and all the strategies of marketing such as all social media of the Miami Springs Golf and Country Club and the Restaurants, Bars, Events and Activities.
- 3.1.7. Coordinate and cooperate in the activation events for the Golf Course and the Club House, to maximize the utilization and income for both, and build only one experience and maximum satisfaction costumer's satisfaction and loyalty.
- 3.1.8. We can operate all the events from the end to the end; management of all the details, decorations, logistics of staging, shows, events records, advertising, branding and communications, and even more like design authentic and new events for our customers with satisfaction guaranteed.
- 3.1.9. Use a special and highest quality software and technology to improve the customer service experience with efficiently and satisfaction, in the use of the Golf Course and all the facilities, including the special events and services of the restaurants, bars, events, and activities.
- 3.1.10. Implement a special loyalty customer loyalty program, with the objective of creating tools of quality incentives to be the preference choice to spend and enjoy a wonderful time in our facilities and services, with our CRM software (Customer Relationship Management); this help us to the improve the customer satisfaction.

**"The most important to win with the marketing strategy is the Team, working for the same goal, and coordinate like the most exact watch"**

## 3.2 Customer Market Analysis

### 3.2.1 Target Market

Miami Springs Golf and Country Club target market is comprised of the local and near Communities, golfers locals, Nationals and Internationals, local families, civic groups and organizations, seeking not necessarily a great golfing experience, but a Community Club with a quality and beautiful restaurants, bars and more function facilities, enjoy and have a special moments in life.

### 3.2.2 General Golf Market

Culture of Golf – Yesterday, Today and Tomorrow

The Golf Industry's economic impact has been reported by various industry insiders has been nearly \$70 billion per year.

The charitable impact is close to \$4 billion per year through 143,000 events and 12 million participants.

Golf remains attractive to multiple segments of the population.

Fifth consecutive year of positive growth in the utilization on day open.

Roughly half of the 4 million players that entered the game last year were beginners; this growth in the beginner activity demonstrates that Golf remains attractive to those who have never played before.

More youth golfers age 8-17 coming to the game, with now more than 3 million participants.

Millennials aged 18-34 are active in the game with an estimated 6, 3 million golfers.

Sponsors are happy with their partnerships with the PGA Tour.

Exiting time in the Industry, is the age of full inclusion, attracting and accepting more and more people (age, gender, race, handicap, etc.) some examples are the incredible growth associated with the First Tee and LPGA-USGA Girls-Golf, PGA Junior League Golf, Drive-Chip-Putt Championships, new partnerships like the KPMG Women's PGA Championship and Others.

Excitement globally – Latin American Amateur Championship, Championships in Asia, etc.

PGA Tour, 170 million fans and 32 million followers on social media platforms.

PGA Junior League Golf experienced a 490% grow from 2012 (1,500 kids) to 2013 (8,900 Kids, 740 Teams) in 2014, the number more than double again to 17,500 juniors and 1,425 Teams.

LPGA-USGA Girls Golf program has grown from 5,000 girls per year in 2009 to 40,000 in 2014.

The outlook for 2015 is positive with adult and junior grown to more than 10, 5 million people.

7,000 plus elementary schools and more than 1,000 golf locations are offering programs in school as part of physical education.

(Source: PGA Official Web Page and Data)

### Advantage:

**“Creating emotional connections to our spectacular and historical Miami Springs Golf and Country Club”**

### 3.2.3. Market Segments

Miami Springs Golf and Country Club's market consists mainly of two market segments defined by reason for visiting, which can be further segmented into sub- segments which would require different marketing strategies pear each one. As follows:

#### 3.2.3.1. Leisure

- Ladies
- Gentleman
- Regular Golf Players

- Families
- Day Visitors
- Event Attendees (Weddings, Social Events)
- Associations, Miami Springs Lions Club, Miami Springs Women's Club, Schools
- Miami Springs Official entities

#### 3.2.3.2. Business

- Group – Conference & Special Events
- Corporate Golf Day's
- Corporate and Brand events
- Miami-Dade Official entities

#### 3.2.3.3. Profile

- Current Customers, Miami Sprigs Citizens, Visitors and Tourists

### 3.3 New Target Market & Strategies - To Do

#### 3.3.1 Income per Capita and other Statistics in Miami Springs Florida

##### 3.3.1.1 United States Census Bureau

- 2015 Population Estimate ... 14,490  
(Source: Vintage 2015 Population Estimates: Population Estimates)
- Median Household Income ... \$ 52,021  
(Source: 2010-2014 American Community Survey 5-Year Estimates)
- Persons in poverty, percent ... 13.4 %  
(Source: 2010-2014 American Community Survey 5-Year Profiles)
- Educational Attainment: Percent high school graduate or higher ... 83.3 %  
(Source: 2010-2014 American Community Survey 5-Year Profiles)
- Persons without health insurance, percent ... 26.4 %  
(Source: 2010-2014 American Community Survey 5-Year Profiles)
- Median Housing Value ... \$ 288,700  
(Source: 2010-2014 American Community Survey 5-Year Estimates)
- Total Housing Units ... 5,295  
(Source: 2010-2014 American Community Survey 5-Year Estimates)
- Number of Companies ... 2,228  
(Source: 2012 Survey of Business Owners: Company Summary)
- Male Median Income ... \$ 30,064  
(Source: 2010-2014 American Community Survey 5-Year Estimates)
- Female Median Income ... \$ 19,718  
(Source: 2010-2014 American Community Survey 5-Year Estimates)
- Veterans ... 707  
(Source: 2010-2014 American Community Survey 5-Year Profiles)

U.S. Census Bureau	
People	Miami Springs city, Florida
<i>Population</i>	Miami Springs city, Florida
Population estimates, July 1, 2015, (V2015)	14490
Population estimates base, April 1, 2010, (V2015)	13809
Population, percent change - April 1, 2010 (estimates base) to July 1, 2015, (V2015)	4.9
Population, Census, April 1, 2010	13809
<i>Age and Sex</i>	Miami Springs city, Florida
Persons under 5 years, percent, July 1, 2015, (V2015)	X
Persons under 5 years, percent, April 1, 2010	5.4
Persons under 18 years, percent, July 1, 2015, (V2015)	X
Persons under 18 years, percent, April 1, 2010	20.7
Persons 65 years and over, percent, July 1, 2015, (V2015)	X
Persons 65 years and over, percent, April 1, 2010	16.5
Female persons, percent, July 1, 2015, (V2015)	X
Female persons, percent, April 1, 2010	52.2
<i>Race and Hispanic Origin</i>	Miami Springs city, Florida
White alone, percent, July 1, 2015, (V2015) (a)	X
White alone, percent, April 1, 2010 (a)	93.4
Black or African American alone, percent, July 1, 2015, (V2015) (a)	X
Black or African American alone, percent, April 1, 2010 (a)	1.6
American Indian and Alaska Native alone, percent, July 1, 2015, (V2015) (a)	X
American Indian and Alaska Native alone, percent, April 1, 2010 (a)	0.2
Asian alone, percent, July 1, 2015, (V2015) (a)	X
Asian alone, percent, April 1, 2010 (a)	1.2
Native Hawaiian and Other Pacific Islander alone, percent, July 1, 2015, (V2015) (a)	X
Native Hawaiian and Other Pacific Islander alone, percent, April 1, 2010 (a)	0.0
Two or More Races, percent, July 1, 2015, (V2015)	X
Two or More Races, percent, April 1, 2010	1.7
Hispanic or Latino, percent, July 1, 2015, (V2015) (b)	X
Hispanic or Latino, percent, April 1, 2010 (b)	71.2
White alone, not Hispanic or Latino, percent, July 1, 2015, (V2015)	X
White alone, not Hispanic or Latino, percent, April 1, 2010	26.3

	Miami Springs city, Florida
<i>Population Characteristics</i>	
Veterans, 2010-2014	707
Foreign born persons, percent, 2010-2014	48.0
<i>Housing</i>	
Housing units, July 1, 2015, (V2015)	X
Housing units, April 1, 2010	5361
Owner-occupied housing unit rate, 2010-2014	59.4
Median value of owner-occupied housing units, 2010-2014	288700
Median selected monthly owner costs -with a mortgage, 2010-2014	2197
Median selected monthly owner costs -without a mortgage, 2010-2014	609
Median gross rent, 2010-2014	943
Building permits, 2015	X
<i>Families and Living Arrangements</i>	
Households, 2010-2014	5015
Persons per household, 2010-2014	2.77
Living in same house 1 year ago, percent of persons age 1 year+, 2010-2014	88.9
Language other than English spoken at home, percent of persons age 5 years+, 2010-2014	74.6
<i>Education</i>	Miami Springs city, Florida
High school graduate or higher, percent of persons age 25 years+, 2010-2014	83.3
Bachelor's degree or higher, percent of persons age 25 years+, 2010-2014	25.7
<i>Health</i>	Miami Springs city, Florida
With a disability, under age 65 years, percent, 2010-2014	4.7
Persons without health insurance, under age 65 years, percent	31.2
<i>Economy</i>	Miami Springs city, Florida
In civilian labor force, total, percent of population age 16 years+, 2010-2014	68.9
In civilian labor force, female, percent of population age 16 years+, 2010-2014	61.8
Total accommodation and food services sales, 2012 (\$1,000) (c)	63695
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	51151
Total manufacturers' shipments, 2012 (\$1,000) (c)	2697
Total merchant wholesaler sales, 2012 (\$1,000) (c)	40294
Total retail sales, 2012 (\$1,000) (c)	51940
Total retail sales per capita, 2012 (c)	3650
<i>Transportation</i>	
Mean travel time to work (minutes), workers age 16 years+, 2010-2014	24.7

<i>Income and Poverty</i>	Miami Springs city, Florida
Median household income (in 2014 dollars), 2010-2014	52021
Per capita income in past 12 months (in 2014 dollars), 2010-2014	27190
Persons in poverty, percent	13.4
<i>Businesses</i>	Miami Springs city, Florida
Total employer establishments, 2014	X
Total employment, 2014	X
Total annual payroll, 2014	X
Total employment, percent change, 2013-2014	X
Total nonemployees establishments, 2014	X
All firms, 2012	2228
Men-owned firms, 2012	1183
Women-owned firms, 2012	875
Minority-owned firms, 2012	1757
Nonminority-owned firms, 2012	375
Veteran-owned firms, 2012	130
Nonveteran-owned firms, 2012	2068
<i>Geography</i>	Miami Springs city, Florida
Population per square mile, 2010	4794.8
Land area in square miles, 2010	2.88
FIPS Code	"1245200"

"QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits".

#### 3.3.1.2 Miami Springs-fl.gov (2010)

Males had a median income of \$50,399 versus \$36,190 for females. The per capita income for the city was \$29,401. About 5.4% of families and 7.5% of the population were below the poverty line, including 8.7% of those under age 18 and 4.9% of those ages 65 or over.

#### **Median Household Income**

The median household income in Miami Springs is \$52,121

#### **Average Household Income**

The average household income in Miami Springs is \$71,415

#### **Per-Capita Income**

The per-capita household income in Miami Springs is \$27,190

### High-Income Households

4.6% of households make over \$200,000 a year.

### Median Household Income by Age of Householder

Householder under 25 years .....	\$31,324
Householder 25 to 44 years .....	\$56,099
Householder 45 to 64 years .....	\$55,818
Householder 65 years and over .....	\$37,256

#### 3.3.2 Market Opportunities

- Develop relations with families married with children under the age of 15 years.
- Develop programs with schools and non-profit organizations.
- Develop activities with the community in general.
- Develop an alliance with hotels, airlines, the airport of Miami, touristic and historical places.
- Develop strong relations with the local business community.

#### 3.3.3 The wants and needs of our customer

- To feel part of a community.
- Time poor seeking short, flexible options for keeping fit and recreation.
- More than just Golf.
- To feel they have received the best value possible.
- Great quality food, fresh & reasonably priced – Family Friendly Atmosphere.
- Budget conscious, have family that lives close by
- A venue that entertains and adds to their social calendar each week.
- May not necessarily be golf fanatics but want a central location to meet up with friends, family, or escape cooking another meal at home, enjoy the wonderful and unique experience.

#### 3.3.4 Actual Challenge... What outside perception does the consumer have on the physical product we offer our customers?

- Great course conditions, well-managed competitions but food & beverage along with service that doesn't match.
- Clubhouse is underutilized, dated, unappealing to the visitor.
- Sense of arrival, location, and navigation around the area is unappealing and hidden.
- Service style is inconsistent, not clearly defined.
- Wedding and events charges and services plan.
- Miami Springs Golf and Country Club maintenance of facilities and buildings.

#### 3.3.5 The need for Change

- Achieve a better understanding of the market around us and what our consumers are looking for work to formulate a strategic plan to move forward instead of band aiding the existing problem.
- Work on value adds rather than discounting.
- Enhancing the overall experience for both golfers & no golfers.
- Simplify our content, "Just the best experience"
- Improve the expectation between "price and quality"
- Remodeling the locations of the restaurants, bars, and facilities for events and the gardens outside the Country Club.
- In each restaurant and bar, create a wonderful ambient and decoration, to help to enjoy the moments spends there.



- Create a new salon for children, “The Amber Kids” play ground; fathers and grandparents will be quiet to enjoy the Golf Course and the Club House, with the secure the children are playing in good hands.
- Special service for our loyalty costumers, Uber services will be provided out of cost, your only concern will be enjoy.
- Events, shows and entertainment four times a week, see schedule of operation Curtiss’s Piano Bar.
- The most delicious and totally fresh food in all our locations and events, delicious flavors, tastings, presentations and Signature dish.
- A valet parking service will be providing in all special events and weekends or at the request of our loyalty customers.
- Different kinds of menus for all requirements of our customers.
- Special Amber’s Kids Menu.
- All the events will be posted On Line – Social Media and Website.



**UBER** – Night Outs!! Don’t stress, the club offers free parking for the people that has been drinking it’s important to not drink and drive, Uber will take you home safely, free for our loyalty costumers.

**Social Media link with your events!**



**SNAPCHAT** - Ask how your Group or Corporate Events, Wedding, Birthday Celebrations, Bar Mitzvah, First Communions, Proms, Sweet 15 & 16, Anniversaries and others, can get your own Geo-filter!



**INSTAGRAM** - See Instagram photos and videos from your Experiences in our unique and especial moments, be part of them!



**FACEBOOK** - Pages are the place where people go to discover and interact with their favorite moments and experiences from any device, anytime, anywhere. This is why we're making enhancements to Pages—now visited by more than one billion people every month—to make it even easier for people to discover, Share and Enjoy the Specials Moments with the people you love anywhere they are.



**YOUTUBE** - Enjoy our Videos of a special events and tournaments, be Part of them, Subscribe and Share.



**TWITTER** - Follow and Contact Us, and be always Connected to our latest News, Retweet and Share.



**YELP** - Don't Forget to Comment and Review your experience in Our Wonderful Restaurants and Bars.



**URBANSPOON** - When You are Looking for a Place to Eat don't forget to Check Our Delicious Menus and Specials On the Urbanspoon App.

### **3.4 Our Product and Services: Proposed Menus and Pricing, intended use and Day - to - Day Operation per Service Area.**

Our 10,000 square-foot clubhouse serves as a warm and welcoming focal point for dining, socializing and special events. Featuring rich furnishings and special and inspired décor with spectacular views of the golf course, the clubhouse features:

**Special Note for all:** as mentioned in the page 16 of the RFP. Amber 18 Holes Services LLC could require the approval of the City to extend the schedule in our offer of Services.

According to the RFP, page 15, the City of Miami Springs will have at its disposal the spaces of the halls for maximum of 10 events each year and must notify with minimum 30 days in advance. There will be no cost for the use of the chosen salon; special prices will be given to cater to meals and beverages, but understanding that the City has the option of not doing with us.

- Valet Packing Service on Request.
- In each restaurant and bar, we create beautiful decor and ambiance, to help you enjoy the experience lived and decoration.
- Live entertainment for times a week, see schedule of operation Curtiss's Piano Bar or on Request
- We will offering wine and liquor tastings & Wine maker dinners, directed by our award-winning sommelier!

Venues inside the Miami Springs Country Club...

**"We create emotional connections through the experiences in our spectacular and historic Miami Springs Golf & Country Club"**

- 3.4.1 Curtiss's "Piano Bar"- Decorated and inspired by the founder of the City of Miami Springs Gleen Curtiss and the Aviation Industry. Private dining and meeting area, offering best quality of beverages, liquors, cocktails, with delicious Tapas menus, exotic drinks accomplished with live music as a complementary on Wednesday thru Saturday from 6:00 pm to 9:00 pm.

### Curtiss's Piano Bar

**Curtiss's Piano Bar** - offering best quality of beverages, liquors, cocktails, with delicious Tapas menus also delicious paellas, exotic drinks accomplished with live music as a complementary on Wednesday thru Saturday from 6:00 pm to 9:00 pm





**3.4.2 Majestic. Casual Dining Room. Restaurant / Banquet,** offering the fun and Majestic room, for the use of the patrons and guest of the Golf and Country Club as any events Monday to Saturday with a touch of a fine casual dining experiences with Global Cuisines with “Guest Chef” around Miami bringing their signatures menus with “Special Food Fairs”, travel around the New World, Spanish, Italian ... change every three months gastronomic proposals, with the value service and touching all senses. Currently open Monday to Saturday 9:00 a.m. to 9:00 p.m. and available for special events.





**Majestic** - Offering the fun and bistro room, for the use of the patrons and guest of the Golf and Country Club as any events Monday to Saturday with a touch of a fine dining experience with Global Cuisines with "Guest Chef" around Miami bringing their signatures menus with special food fairs.



#### 3.4.2.1. Sunday Bruch "Signature Champagne Brunch"

Casual restaurant serving breakfast, lunch and appetizers with a full-service bar open from 8:00 am to 7:00 pm Sunday. Offering live entertainment and a fine dining experience with Global Cuisines.

#### Majestic Room - Signature Champagne Brunch

Travel around the Italian, Spanish, Mediterranean, and New World ... gastronomic proposals, with the value service and touching all senses. Currently open Monday - Saturday 6:00 pm to 9:00 pm and available for special events.





### Signature Champagne Room



**Sunday "Signature Champagne Brunch"** - casual restaurant serving breakfast, lunch and appetizers with a full-service bar open from **10:00 am to 4:00 pm Sunday**. Offering live entertainment and a fine dining experience with Global Cuisines



Signature Champagne Brunch Menu 2017 (pdf)

#### 3.4.2.2. Outdoor Grill -- Proposal --

As part of the weekend brunch and special events, Amber 18 Holes Services LLC is intended, previous the City of Miami Springs authorization, to develop outdoor patio in front of Majestic Room with an **Outdoor Grill to complement the offer of product and services and have an important differentiator element in our Customer Value Proposition.**



"Magnificent cuts of Meats, elaborated with perfect technique and ideal fire, become a delight to the palate"



#### 3.4.3. Grill & The Legend - Bar Scene.

Full Service Bar, breakfast and Lunch. It's the perfect stop for a leisurely lunch, business meetings or a quick before starting a round of golf, a sandwich.

#### **Grill & The Legend - Bar Scene**

Serve Golfers & Others visitors from 9:00 am to 9:00 pm



The Legend Bar – The perfect Bar, Drinks and Fun! 7 days a week, the happy hour by the CLOCK only at the “The Legend”, from 3:00 pm thru 4:00 pm \$3.00; 4:00 pm thru 5:00 pm \$4.00; 5:00 pm thru 6:00 pm \$5.00; 6:00 pm thru 7:00 pm \$7.00... on wells drinks, beers and wine.





### The Legend – Breakfast and Lunch



**The Legend** – Breakfast and Lunch. It's the perfect stop for a leisurely lunch, business meetings or a quick before starting a round of golf, a sandwich.



[The Legend Menu 2017 \(pdf\)](#)

[Grill Menu 2017 \(pdf\)](#)

#### 3.4.4. Dynasty & Uncovered Patio.

Restaurant / Banquet, the Dynasty would serve for large banquets and weddings as well as the Sunday Brunch "Signature Champagne Brunch" for special large and / or corporate events, with extraordinary food from our top chefs.

## Dynasty



Banquet facilities and outdoor event space!

## Uncovered Patio



Waiting for the plans to be submitted to the City to approval, beautiful design than helps to create a wonderful view, regardless of the weather conditions!



“Decorating the spaces according to the events and the requirements of our customers”



- Events Salons and Functions & Weddings
- Corporate Events: Celebrate your corporate events in the country club with elegance and all of your business partners and clients.
- Weddings: On your special day nothing would be better than your wonderful memories on our beautiful installation and buildings to transform your wedding into your dream wedding
- First Communions: Let the little kids have a remarkable day in which they take an important step into faith and celebrate with the Miami Springs Golf and Country Club.
- Bar Mitzvah: Let the Jewish kids have a remarkable day in which they take an important step in life and celebrate with the Miami Springs Golf and Country Club.
- Birthday Celebrations: Make a surprise birthdays party for your loved one, lots of fun and activities, delicious food and unforgettable memories.

To contact the clubhouse and restaurant, call (786) SRV AMBER

**Note:** Beverage cart - Even Beverage cart is not included as part of the RFP. Amber 18 Holes Services is interested in offering this service in future opportunities to the golfers. We are interested in improving our Revenue proposal in case the City Administration reconsiders to include the cart services. This is a perfect complement for our offer of Food and Beverages and we can improve the Quality of Service and handling food and beverage logistics to better serve our customers.

To contact the clubhouse and restaurant, call (786) SRV AMBER

**Note:** Note: Beverage cart –Even if the Beverage cart is not included as part of the RFP. Amber 18 Holes Services LLC is interested in offering this service in the future, in case the city administration decide to reconsiders its original decision and includes the cart service in the contract. This would be a perfect complement for our service of Food and Beverages and would improve the quality and handling logistics to better serve all the golfers and customers in general.

Amber would provide a state of the art beverage cart that would provide hot and cold food and beverage thru an electronic tablet (YAMATRACK) link to the POS system printers which would allow serving better and faster the players, this system will also improve the administrative control of the sales.

## Menus & Club Policies

### Breakfast

#### EGGS SPECIALS

<b>HAM &amp; EGGS</b>	5.95
A THICK SLICE OF SUGAR CURE HICKORY SMOKE HAM – TWO LARGE EGGS SERVED ANY STYLE – TOAST	
<b>CANADIAN - BACON &amp; EGGS</b> **	6.95
FOUR SLICES OF SUGAR CURED HICKORY SMOKED CANADIAN BACON – TWO LARGE EGGS SERVED ANYSTYLE – TOAST	

#### OMELET

<b>PLAIN – OMELET</b>	5.95
TWO LARGE EGGS OMELET – CHOICE OF AMERICAN OR SWISS CHEESE – TOMATO – ONION – HAM– BELL PEPPERS – TOAST	
<b>BIG - HITTER – OMELET</b> **	8.95
THREE LARGE EGGS OMELET – CHOICE OF AMERICAN - SWISS – GORGONZOLA CHEESE – TOMATO – ONION – HAM – BELL PEPPERS – TOAST	
<b>WESTERN – OMELET</b>	6.95
TWO LARGE EGGS OMELET – WITH HAM- GREEN BELL PEPPER – ONIONS - OPTIONS AMERICAN OR SWISS CHEESE – TOMATO – CRISPY SUGAR CURE HICKORY BACON – TOAST	
<b>HAM – CHEESE OMELET</b>	6.95
TWO LARGE EGGS OMELET – CHOICE OF AMERICAN OR SWISS CHEESE – DICE SUGAR CURE HICKORY SMOKE HAM – TOAST	

ALL EGGS COURSES ARE SERVED WITH HOME POTATOES – CHOICE WHEAT OR WHITE TOAST – COFFEE

#### PASTRY – BAGEL

<b>TOASTED - PLAIN BAGEL</b>	2.95
CREAM CHEESE	
<b>CUBAN TOAST</b>	1.55
BUTTER	
<b>LOX - TOASTED PLAIN BAGEL</b> **	9.95
LOX - TOASTED BAGEL - CREAM CHEESE – CHOP HARD BOIL EGG – CAPERS – DICE ONIONS -FRESH SLICE TOMATOE	

#### PANCAKES – FRENCH TOAST

<b>3 PANCAKES</b>	3.95
BUTTERMILK PANCAKES GRIDDLED TO A GOLDEN BROWN SERVED WITH BUTTER – MAPPLE SYRUP	
<b>3 FRENCH TOAST</b>	3.95
FRENCH TOAST GRIDDLED TO A GOLDEN BROWN SERVED WITH BUTTER - MAPPLE SYRUP	
<b>2 PANCAKES – 2 EGGS</b> **	5.95
2 BUTTERMILK PANCAKES GRIDDLED TO A GOLDEN BROWN - 2 EGGS ANY STYLE – MAPLE SYRUP	
<b>2 FRENCH TOAST – 2 EGGS</b>	5.95
2 FENCH TOAST - 2 EGGS ANY STYLE – MAPLE SYRUP – BUTTER	

##### SIDES

BREAKFAST POTATOES	1.00
CUBAN TOAST	1.00
SUGAR CURE HICKORY BACON	2.95
APPLE WOOD BACON	2.95
FRENCH BAGUETTE	1.55
SIDE OF FRUIT	1.95
SLICE TOMATOES	1.25

##### BEVERAGES

EXPRESSO	2.35
GLASS OF MILK / MILK CHOCOLATE	2.35
CRAMBERRY JUICE	2.35
FRESH SQUEZZE ORANGE JUICE	4.25
FRESH SQUEZZE GRAPEFRUITE JUICE	4.25
MIMOSA	6.00
BLOODY MARY	6.00

##### CONSUMER ADVISORY

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. —Section 3-403.11, FDA Food Code

**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

ABOVE MENUS AVAILABLE ONLY MONDAY TO SATURDAY FOR EVENTS ENDING BY 10:30 AM PRICES BASED ON MINIMUM OF 50 PERSONS

## Lunch

### APPETIZERS

<b>SHRIMP WONTON (6)</b>	**	6.95
KEY WEST PINK SHRIMP – LEMONGRASS – SCALLIONS SWEET AND SOUR SAUCE – WASABI AIOLI		
<b>PORK TAQUITOS (5)</b>	**	6.95
CONFIT PORK – SWISS CHEESE – ONION MOJO GUACAMOLE - CHIPOTLE MAYO		
<b>SPICY CALAMARI</b>		8.95
CRISPY CALAMARI - HABANERO PEPPERS - GREEN PAPAYA LEMONGRASS - LIME - THAI BASIL		

### SOUPS

<b>FRENCH ONION SOUP</b>	**	6.95
CARAMMALIZE ONION – BEEF BROTH - SHERRY – THYME – OLIVE OIL – THICK SLICE TOASTED BREAD – MELTY GRUYERE CHEESE		
<b>SOUP DU JOUR</b>		4.95
SOUP OF THE DAY		

### SALADS

<b>MOZZARELLA &amp; TOMATO</b>	**	8.95
ROMA TOMATOES – FRESH MOZZARELLA - BASIL VINAIGRETTE – MICRO BASIL – OLIVE OIL		
<b>CAESAR SALAD</b>		
BED ROMAINE LETTUCE –PARMESANO REGGIANO - HOUSE CAESAR DRESSING		
<b>ADD GRILLED CHICKEN BREAST (6 ONZ)</b>	3.95	<b>ADD GRILLED SHRIMP (6 EACH)</b> 5.95

### SANDWICHES & BURGERS

<b>MIAMI SPRING FAMOUS CUBAN SANDWICH</b>	**	6.95
CUBAN BREAD COAT WITH YELLOW MUSTARD– SLICE ROAST PORK – GALZED HAM – SWIS CHEESE – LAYERS OF SLICED DILL PICKLES		
<b>GRILLED FISH SANDWICH</b>		7.95
GRILLED MAHI-MAHI – BRIOCHE BUNS - CABBAGE VEGETABLE - ESCABECHE AJI AMARILLO MAYO		
<b>PORK CHICHARRON SANDWICH</b>	**	7.95
BRAISED PORK – ROASTED BAGUETTE ROASTED GARLIC AIOLI SALSA CRIOLLA (ONION SALSA)		
<b>CLASSIC MIAMI SPRING BURGER</b>	**	7.95
SIRLOIN BEEF PATTY – BRIOCHE BUNS - WHITE AMERICAN CHEESE CHIPOTLE AIOLI – LETTUCE – RED ONION – TOMATOES		
<b>BACON CHEESEBURGER</b>		8.95
SIRLOIN BEEF PATTY – BRIOCHE BUNS - WHITE AMERICAN CHEESE CHIPOTLE AIOL – LETTUCE – RED ONION – TOMATOES & BACON STRIPS		
<b>BUFFALO RANCH CHICKEN SANDWICH</b>		8.95
BREADED ALL WHITE CHICKEN BREAST COOK TO A GOLDEN CRISP – RANCH DRESSING - BRIOCHE BUNS - SWISS CHEESE - CHIPOTLE AIOLI LETTUCE – RED ONION – TOMATOES		
<b>MANGO CURRY CHICKEN QUESADILLA</b>	**	8.95
WARM TORTILLAS – PACKED WITH GREEN PEPPERS – ONIONS – MOZARELLA CHEESE – SLICED CHICKEN BREAST COATED WITH HERBS – SPICES – MANGO CURRY SAUCE – SOUR CREAM		
<b>SHRIMP QUESADILLA</b>	**	9.95
WARM TORTILLAS – PACKED WITH SHRIMP - RED PEPPERS – ONIONS – MOZARELLA CHEESE –COATED WITH HERBS, SPICES – MEXICAN RED SAUCE – SOUR CREAM		

### BUFFALO WILD WINGS

AUTHENTICALLY AWESOME, AWARD WINNING BUFFALO NEW YORK STYLE WINGS

SIZE	SAUCES	FLAVORS	
<b>SNACK 7</b>	ASIAN ZINC	SWEET MEATS HEAT	6.95
<b>SMALL 10</b>	TERIYAKI	TASTY, SAVORY & FULL BODIE	8.95
<b>MEDIUM 15</b>	BOURBON HONEY MUSTARDI	BOURBON, SWEET & SPICY	12.95
<b>LARGE 21</b>	SWEET BARBEQUE	TRADITIONAL BBQ SAUCE	17.95

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**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

ABOVE MENUS AVAILABLE ONLY MONDAY TO SATURDAY FOR EVENTS ENDING BY 10:30 AM PRICES BASED ON MINIMUM OF 50 PERSONS



## Breakfast Buffets Selections

### CONTINENTAL BREAKFAST BUFFET

7.95 P/P

SELECTION FRESH FRUIT  
FRESHLY BAKED MUFFINS - CROISSANTS  
VARIETY OF BAGELS – PLAIN - FLAVORED  
ASSORTED DANISH PASTRIES  
ORANGE – CRANBERRY – GRAPEFRUIT – TOMATOES JUICES  
HOT COFFEE – TEA – DECAFFEINATED COFFEE  
BUTTER – CREAM CHEESE – PRESERVES

### ALL AMERICAN BREAKFAST BUFFET

11.95 P/P

COUNTRY FRESH SCRAMBLE EGGS  
SAUSAGE LINKS – BACON STRIP  
CURTISS FRENCH TOAST – SILVER DOLLAR PANCAKE  
HOME POTATOES – SWEET POTATOES – WHITE POTATOES – ONION - PARSLEY  
FRESHLY BAKED MUFFINS - CROISSANTS  
VARIETY OF BAGELS – PLAIN - FLAVORED  
SELECT FRESH FRUITS  
ORANGE – CRANBERRY – GRAPEFRUIT – TOMATOES JUICES  
HOT COFFEE – TEA – DECAFFEINATED COFFEES – (SERVED)  
BUTTER – CREAM CHEESE – PRESERVES

### ALL AMERICAN BREAKFAST

\*\*

12.95 P/P

### SIT DOWN BREAKFAST

FRESH SCRAMBLE EGGS  
SAUSAGE LINKS – BACON STRIP  
HOME POTATOES – SWEET POTATOES – WHITE POTATOES – ONION - PARSLEY  
FRESHLY BAKED MUFFINS - CROISSANTS  
VARIETY OF BAGELS – PLAIN - FLAVORED  
SELECT FRESH FRUITS  
ORANGE – CRANBERRY – GRAPEFRUIT – TOMATOES JUICES  
HOT COFFEE – TEA – DECAFFEINATED COFFEES – (SERVED)

## BOXED BREAKFAST

### PAR

7.95

BREAKFAST BURRITO WITH CHIVES – SMOKED BACON – SEASONAL FRESH FRUIT – DANISH OR MUFFIN  
FRESHLY BREWED COFFEE & DECAF

### BIRDIE

7.95

TWO LARGE EGGS OMELET – CHOICE OF AMERICAN– DICE SUGAR CURE HICKORY SMOKE HAM – HOME FRIES  
DANISH OR MUFFIN - ORANGE JUICE - FRESHLY BREWED COFFEE & DECAF

### HOOK

9.95

LOX - TOASTED BAGEL - CREAM CHEESE – CHOP HARD BOIL EGG – CAPERS – DICE ONIONS - SLICE TOMATOE  
DANISH OR MUFFIN - FRESHLY BREWED COFFEE & DECAF

## BOXED LUNCH

### BUNKER

9.95

THE ORIGINAL "CUBAN SANDWICH" - CUBAN BREAD COAT WITH YELLOW MUSTARD– SLICE ROAST PORK – Glazed HAM  
SWIS CHEESE LAYERS OF SLICED DILL PICKLES – SEASONAL FRUIT – LAYS POTATO CHIPS - BOTTLE OF WATER

### BOGEY

9.95

\*PORK CHICHARRON SANDWICH\* - BRAISED PORK – ROASTED BAGUETTE - GARLIC AIOLI SALSA CRIOLLA (ONION SALSA) –  
SESONAL FRUIT - LAYS POTATO CHIPS - BOTTLE OF WATER

### BOUBLE BOGEY

ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES 9.95

\*CLASSIC MIAMI SPRINGS BURGER, QUARTER POUND SLOPPY BEEF PATTY – BRIOCHE BUNS - WHITE AMERICAN CHEESE  
SLICE MENDS AVAILABLE ONLY MONDAY TO SATURDAY FOR EVENTS ENDING BY 10:30 AM PRICES BASED ON MINIMUM OF 50 PERSONS

### BACKSWING

9.95

BREADED ALL WHITE CHICKEN BREAST COOK TO A GOLDEN CRISP – RANCH DRESSING - BRIOCHE BUNS - SWISS CHEESE  
CHIPOTLE AIOLI LETTUCE – RED ONION – TOMATOES - LAYS POTATO CHIPS - BOTTLE OF WATER

### ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES

ABOVE MENUS AVAILABLE ONLY MONDAY TO SATURDAY FOR EVENTS ENDING BY 10:30 AM PRICES BASED ON MINIMUM OF 50 PERSONS

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## \*\* Golf Outing Action Grilled \*\*

### HOLE #10

13.95

(CHOICE OF TWO)

\*CLASSIC SPRINGS BURGER\* QUARTER POUND SIRLOIN BEEF PATTY  
KOSHER FRANKFURTER GRILLED  
GRILLED GLAZED CHICKEN BREAST- HONEY MUSTARD – BBQ – TERIYAKI – GARLIC PARMESAN -  
VEGGIE BURGER (UPON REQUEST)

#### SIDES

(CHOICE OF THREE)

COLE SLAW  
MACARONI N' CHEESE  
BAKED BEANS  
CORN ON THE COB  
POTATO SALAD  
RED BLISH MUSH POTATOES  
MIXED GREEN SALAD – CRAMBLE GOAT CHEESE – CRANBERRIES – CHERRY TOMATOES – CROUTONS – RASPBERRY VINAGRETTE DRESSING  
CAESAR SALAD

BRIOCHI BUNS  
CONDIMENTS

### HOLE #11

21.95

(CHOICE OF FOUR)

\*CLASSIC SPRINGS BURGER\* QUARTER POUND SIRLOIN BEEF PATTY  
VEGGIE BURGER (UPON REQUEST)  
LOUISIANA BURGER – MELTED CHEDDAR CHEESE – CAJUN SAUTEED SHRIMP  
GRILLED CHICKEN BREAST – HONEY MUSTARD SAUCE – RED ONIONS – TOMATOES  
ROAST BEEF – GRILLED TO PERFECTION  
COUNTRY HAM – FINISH AT THE GRILL  
GRILLED TO PERFECTION SKIRT STEAK  
SEAFOOD PAELLA  
GRILLED MAHI MAHI – OR BLACKNED  
IMPORTED & DOMESTIC CHEESE DISPLAY  
FRESHLY BREAD  
CHOCOLATE CHIPS

#### SIDES

(CHOICE OF THREE)

COLE SLAW  
MACARONI N' CHEESE  
BAKED BEANS  
CORN ON THE COB  
POTATO SALAD  
RED BLISH MUSH POTATOES

BRIOCHI BUNS  
CONDIMENTS

ADD (TWO) DOMESTIC BEER

3.00

ADD (TWO) SODA

2.00

#### ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES

ABOVE MENUS AVAILABLE ONLY MONDAY TO SATURDAY FOR EVENTS ENDING BY 10:30 AM PRICES BASED ON MINIMUM OF 50 PERSONS

#### CONSUMER ADVISORY

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. ---Section 3-603.11, FDA Food Code

## Beverages Options for the Golfers

### BEVERAGE OPERATIONS TOURNAMENTS

ALL BUFFET OPTIONS INCLUDE YOUR CHOICE OF COFFEE, FOUNTAIN SODAS, ICE TEA AND/OR WATER SERVED IN THE BANQUET ROOM FACILITIES OF YOUR CHOICE

ALL OTHER TYPES OF ALCOHOLIC BEVERAGES ARE PRESENTED ON ANY OF THE BANQUET ROOM FACILITIES OF YOUR CHOICE AT NO ADDITIONAL CHARGE

OUR BAR SERVICES BY OUR PROFESSIONAL STAFF CAN BE AS A CASH BAR, OPEN BAR BY THE HOUR, OR BY ISSUED AT TICKETS. AT 18% GRATUITY WILL BE ADDED TO THE CASH BAR OPTION, OPEN BAR OPTION OR DRINK TICKETS OPTION

AS A PLAYER OR GUEST OF THE MIAMI SPRINGS GOLF AND COUNTRY CLUB YOU CAN TAKE OUR "HAPPY HOUR PRICE BY THE CLOCK"

IF YOUR ROUND OF GOLF FINISH AT OR BETWEEN 2 PM AND 3 PM YOUR HOUSE DRINK OR BEER WILL COST \$2.00 + TAX + GRATUITY, AS 3 PM AND 4 PM YOUR HOUSE DRINK OR BEER WILL COST \$3.00 + TAX + GRATUITY UP TO 6 PM ON MONDAY / FRIDAY

BEVERAGE SERVICES ON THE GOLF COURSE DURING TOURNAMENT IS FROM SPECIFICALLY DESIGNED BEVERAGE VART WITH OUR TRAINED PERSONNEL

IF YOU LOOKING FOR SOMETHING DIFFERENT? LET US DESIGN A SPECIALLY DRINK THAT IS THEMED TO FIT YOUR OUTING. WANT TO PROVIDE EACH PLAYER WITH A BOGEY MARY! SANDTRAP WHITE SANGRIA OR MAN-MOSA. WE CAN EVEN DO THAT FROM EACH OF OUR BEVERAGE CART

#### DRINK TICKETS

**\$8.00 ALL INCLUSIVE**

DRINKS TICKETS WILL BE PRE-SOLD – DISTRIBUTED IN PAIRS – FOR \$8.00 INCLUDING TAXES & GRATUITY

ONE TICKET IS REDEEMABLE FOR WATER – SODA – GATORADE OR DOMESTIC BEER

TWO TICKETS ARE REQUIRED FOR IMPORTER BEER – MIXED DRINKS – OR LIQUOR "MINIS"

THIS IS A GREAT WAY TO TAKE CARE OF YOUR PLAYER'S FIRST FEW DRINKS AND THEN ALLOW THEM TO PURCHASE ADDITIONAL ITEMS ON THEIR OWN

UPON REQUEST UPON REQUEST, WE CAN ALSO CREATE CUSTOM DRINK TICKETS BY ADDING YOUR COMPANY GROUP OR SPONSOR FOR NO ADDITIONAL CHARGES

#### HOSTED BEVERAGE CART

**TOTAL CONSUMPTION + 8% TAXES + 18% GRATUITY**

RUN A "TAB" FOR ALL DRINKS – FOOD AND CIGARS ON THE BEVERAGE CART – ALL CHARGES – PLUS A 18% SERVICE CHARGE – AT THE CONCLUSION OF THE EVENT – THIS REQUIRED A CREDIT CARD AUTHORIZATION ON FILE GUARANTEE PAYMENT AT THE CONCLUSION ON YOUR EVENT

THE EVENT LEADER MAY LIMIT THE TYPE OF DRINKS THAT CAN BE CHARGE TO THE MASTER TAB AND/OR PRE-SET A MONETARY LIMITED IN ADVANCE

#### ADD A COOLER

**\$20.00 ALL INCLUSIVE**

FOR \$20 INCLUDING TAX – STOCK YOUR CART'S COOLER WITH TWO BOTTLES OF WATER – FOUR (4) DOMESTIC BEER – SODA OR

GATORADE MAY BE SUBSTITUTED FOR THE DOMESTIC BEERS - THIS IS A VERY POPULAR PACKAGE WITH SUMMER GROUPS AND BACHELOR PARTY

### BEVERAGE OPERATIONS BY THE HOUR

#### NAME BRANDS

FEATURING APPROXIMATELY FIFTY LIQUORS

SKYY VODKA – SMIRNOFF VODKA – BACARDI RUM – MALIBU RUM SELECTION – CAPTAIN MORGAN RUM – BEEFEATER GIN – JOHNNY WALKER RED – SEAGRAM'S 7 – JACK DANIELS – E&J BRANDY – CUERVO GOLD – JACK DANIELS – PISCO OCUCAJE – HENNESSY VS – BALVENIE 12 Y – DEWAR'S 12 – EARLY TIMES – AGUARDIENTE CRISTAL – BAILEY'S IRISH CREAM – CHAMBORD – DRAMBUI – COUNTRY – SAMBUCA – FRANGELICO – JAGERMEISTER – KAHLUA – PERNOT RICARD – SAMBUCA – DOMESTIC BEER – IMPORTER BEER – HOUSE RED – WHITE – RED ROSE – HOUSE CHAMPAGNE

ONE HOUR 14 P/P  
THREE HOURS 28 P/P

TWO HOURS 21 P/P  
FOUR HOURS 34 P/P

#### PREMIUM BRANDS

OFFERS AND ADDITIONAL THIRTY BRAND PLUS THE NAME BRANDS ABOVE INCLUDING ALBOLUT VODKA – ABSOLUT VODKA FLAVORS – KETEL ONE VODKA – GREY GOOSE – TANQUERAY – STOLICHNAYA VODKA – CROWN ROYAL JOHNNY WALKER BLACK – GLENFIDDICH – CHIVAS REGAL COURVASIER V.S.O.P – REMY MARTIN – WILD TURKEY – AMARETTO DI SORONNO – INCLUDES VARIETAL OF WINES – CHARDONNAY – MERLOT – PINO NOIR – MALBEC – PINOT GRIGIO – SEVERAL DIFFERENT IMPORTED BEERS

ONE HOUR 16 P/P  
THREE HOURS 32 P/P

TWO HOURS 24 P/P  
FOUR HOURS 38 P/P

**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

ABOVE MENUS AVAILABLE ONLY MONDAY TO SATURDAY FOR EVENTS ENDING BY 10:30 AM PRICES BASED ON MINIMUM OF 50 PERSONS



## BEVERAGE OPTIONS BY CONSUMPTION

### BRANDS

NAME BRANDS 6.00

### PREMIUM

PREMIUM BRANDS 7.00

### SUPER PREMIUM

SUPER PREMIUM 9.00

### BEERS

DOMESTIC BEERS 4.00

IMPORTED BEERS 5.00

### BRANDS

HOUSE WINES 5.00

### SODAS & JUICE

SODAS & JUICES 3.00

## HOUSE WINES – PUNCHES – SODAS FOR 2 HOURS

CHARDONNAY– PINOT GRIGIO – WHITE ZINFANDEL – CABERNET – MALBEC – PINO NOIR – MERLOT 17.95

HOUSE BLOODY MARY – MIMOSAS – MEN-MOSAS – SANGRIAS – SOURS 39.95

PROSSECO PASCUA 21.95

SODAS AND JUICE BAR 6.95

SPECIAL WINES CAN BE ORDER ON REQUEST – ASK YOUR CATERING REPRESENTATIVE FOR DETAIL

**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

ABOVE MENUS AVAILABLE ONLY MONDAY TO SATURDAY FOR EVENTS ENDING BY 10:30 AM PRICES BASED ON MINIMUM OF 50 PERSONS

## WEEKLY LUNCH EVENTS CARIBBEAN FOOD FARE

23.95 P/P

### SALADS

(CHOICE OF ONE)

OVACADO – WATERCREES – PINEAPPLE – DRIZZLED MANGO VINAIGRETE  
CHEF'S PASTA SALAD  
SEASONAL FRESH FRUIT DISPLAY

### SOUPS

(CHOICE OF ONE)

#### CREMA DE FRIJOLES NEGROS

LACED WITH A BAY LEAVE – CUMIN – OREGANO – SOUR CREAM

#### DOMINICAN SANCOCHO "AJIACO"

DRIE MEATS – PORK MEAT – BEEF SKIRT – CHICKEN – POTATOES – CORN

FRESHLY BAKED ROLLS – BUTTER

### ENTRÉE

(PLEASE SELECT (3) OF THESE OPTIONS)

#### LECHON ASADO

ROAST SUCLING PIG MARINATED IN ORANGE SOUR – OLIVE OIL – GARLIC – HERBS

#### ARROZ CON POLLO

CHICKEN – RICE – CASSEROLE ENHANCED WITH SOFRITO

#### VACA FRITA

CRISPY SHREDDDED SKIRT STEAK WITH ONIONS – TANGY SEVILLE ORANGE MOJO

#### PARGO EN CAMISA

RED SNAPPER ENCRUSTED IN A GREENS PLANTAINS OVER TOMATOE SOFRITO

#### BOLICHE

CUBAN STYLE POT ROAST, ROAST EYE ROUND STUFFED WITH CHORIZO – ONIONS – PEPPERS – RED WINE

#### SALMON CARNAVAL

GRILL SALMON WITH GREEN AND RED PEPPER – MANGO PINEAPPLE SALSA

#### POLLO FRICASE

CHICKEN STEW

### SIDES

(PLEASE SELECT (2) OF THESE OPTIONS)

#### YUCA CON MOJO

BOILED CASSAVA – TANGY GARLIC – ONIONS – OLIVE OIL

#### ARROZ BLANCO WHITE RICE

WHITE RICE

#### MOROS Y CRISTIANOS

WHITE RICE COOK WITH BLACK BEANS

#### SWEET PLANTAINS

PLATANOS MADUROS

#### TOSTONES

CRISPY GREEN PLANTAINS

### DESSERT

PLEASE SELECT (1) OF THESE OPTIONS

#### ARROZ CON LECHE

RICE PUDDING

#### FLAN

EGGS CUSTARDS CARAMEL

#### TORREJAS CUBANAS

CUBAN FRENCH TOAST

**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

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CONSUMER ADVISORY

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## WEEKLY LUNCH EVENT

### ITALIAN FOOD FARE

24.95 P/P

#### SALADS

PLEASE SELECT (1) OF THESE OPTIONS

##### MOZZARELA ALLA CAPRESSA

FRESH MOZZARELA – SLICE BEEF STEAK TOMATOES – BASIL – BALSAMIC VINAIGRETTE GLAZE

##### MEDITERRANEAN PASTA SALAD

SEASONAL FRESH FRUIT SALAD DISPLAY

##### INSALATE DEL CAMPO

MIX GREENS – BEEFSTEAK TOMATO – CUCUMBER – BALSAMIC REGIANO VIANIGRETTE

#### SOUPS

PLEASE SELECT (1) OF THESE OPTIONS

##### ZUPPA DI LENTICCHIE

LENTILS – CELERY – ONIONS – CARROTS – DITALINI PASTA

##### TORTELLINI IN BRODO

HOME MADE TORTELLINI – CHICKEN BROTH

FRESHLY ITALIAN BREAD – BUTTER

#### ENTRÉE

PLEASE SELECT (3) OF THESE OPTIONS

##### POLLO AL CARBONI

TENDER CHICKEN BREAST ON THE GRILLED – SAUTÉED SUNDRY TOMATOES – MUSHROOMS – ROSEMARY

##### LASAGNA DI CARNI

LASAGNA PASTA – SIRLOIN GROUND BEEF – FRESH POMODORO – TOPPED WITH MOZZARELLA CHEESE

##### SCALLOPINE ALLA FRANCESE

VEAL MEDALLIONS DIPPED IN EGG YOLK – SAUTÉED IN LEMON BUTTER SAUCE

##### SALMONE ALLA LIVORNESE

SAUTÉED SALMON IN A FRESH POMODORO SAUCE – CAPERS – BLACK OLIVES – ONIONS – WHITE WINE – CLAM JUICE

##### CATCH OF THE DAY MARECHIARO

CATCH OF THE DAY SAUTÉED IN A WHITE WINE SAUCE – CLAM JUICE – POMODORO SAUCE – TOPPED WITH SHRIMP

##### SPAGUETTI CON POLPETTE

HOMEMADE MEATBALLS – FRESH POMODORO SAUCE – BASIL

##### BISTECCA DI MANZO

8 OZ. GRILLED NY STRIP – SAUTÉED MUSHROOMS – ONIONS

#### SIDES

PLEASE SELECT (2) OF THESE OPTIONS

##### RISOTTO AL TRE FUNGI

TRADITIONAL ITALIAN RICE TOSSED WITH TREE TYPES OF MUSHROOMS – PORTOBELLO – PORCINI – BOTOM

##### PASTA POMODORO

PENNE PASTA POMODORO

##### FETTUCINNI BELLA VITA

FETTUCINNI PASTA IN ALFREDO SAUCE – DICE PROSCIUTTO – GREENS PEAS – MUSHROOMS

#### DESSERT

PLEASE SELECT (2) OF THESE OPTIONS)

##### TIRAMISU

ESPRESSO – SPIKED TREAT

##### ZABAGLIONE WITH BERRIES

EGGS WHITE CUSTARD TOPPED WITH BERRIES – SWEET MARSALA WINE

##### AFFOGATO

VAINILLA GELATO WITH HOT EXPRESSO OR KALUA

**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

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CONSUMER ADVISORY

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## WEEKLY LUNCH EVENT

### SPANISH FARE

24.95P/P

#### SALADS

PLEASE SELECT (1) OF THESE OPTIONS

##### ENSALADA MIXTA

TOMATOES – MIX GREENS – GREEN PEPPER – CUCUMBER– SPANISH ONION – GREEN OLIVES – WHITE TUNA – HARD BOILED EGGS – OLIVE OIL WINE VINAGER

##### ENSALADA DE ESPARRAGOS

WHITE ASPARAGUS SALAD WITH SPANISH VINAIGRETTE

##### ENSALADA DE FRUTAS DEL TIEMPO

SEASONAL FRESH FRUIT SALAD DISPLAY

#### SOPAS

PLEASE SELECT (1) OF THESE OPTIONS

##### SOPA PUERTO SANTA MARIA

SEAFOOD CHOWDER WITH FRESH TOMATO AND A TOUCH OF PERNOD

##### CREMA DE LANGOSTA

LOBSTER BISQUE

FRESHLY SPANISH BREAD – BUTTER

#### ENTRÉE

PLEASE SELECT (3) OF THESE OPTIONS

##### SOLOMILLOS AL NIDO

FILLET MIGNON MEDALLIONS – BROWN MUSHROOMS SAUCE ON A NEST OF GOLDEN FRIED JULIENAS POTATOES

##### BACALAO ALA VIZCAINA

SAUTEED COD FISH – SEASONED – ONIONS – GARLIC – RED BELLS PEPPERS – TOMATOE SAUCE

##### SOLOMILLO DE CERDO

ROAST TO PERFECTION PORK TENDERLOIN – PAPRIKA – CORIANDER – CUMIN – CINNAMON

##### CHULETAS DE CORDERO CASTILLA LA VIEJA

BABY LAMB CHOPS MARINATED WITH FINE HERBS AND GRILLED TO PERFECTION – SERVED WITH JELLY MINT

##### SALMON A LAS MORAS

GRILLED TO PERFECTION TOPPED WITH BLACKBERRIE SAUCE

##### PAELLA MARINERA

SEAFOOD PAELLA

##### PAELLA NEGRA

BLACK INK PAELLA WITH SQUID AND SHRIMP

##### COCHINILLO ASADO AL HORNO DE LEÑA

YOUNG PIG ROASTED IN A FIREWOOD OVEN WITH POTATOE AND VEGETABLES

#### SIDES

##### VEGETALES DE LA TEMPORADA SALTEADOS

MIX SEASONAL VEGETABLES

##### PURE DE PAPAS ROJAS Y AJO

RED BLISS MASHED POTATOES – ROASTED GARLIC

#### DESSERT

PLEASE SELECT (2) OF THESE OPTIONS

##### TARTA SANTIAGO

ALMOND CAKE ON A BED OF RASPBERRY SAUCE

##### FRESAS AL SABAYON CON CREMA DE JEREZ

STRAWBERRIES ON A CREAM OF SWEET CHERRY SABAYON

BAKED EGG CUSTARD SERVED WITH CARAMEL SAUCE

**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

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## Carving Buffet Station "Sample"

### CARVING STATION

to be select

(CHOICE OF TWO)

#### ROASTED PORK LOIN

LOMO DE CERDO ASADO

#### OVEN BAKED TURKEY BREAST – GRAVY

PECHUGA DE PAVO AL HORNO – FINAS HIERBAS – SALSA MADRE

#### ROAST PRIME RIB

ASADO DE PRIME RIB - EN SU JUGO

#### BONE IN SMOKED HAM

JAMON HORNEADO AL HUMO

#### ROAST SUCKLING PIG MARINATED IN ORANGE SOUR – OLIVE OIL – GARLIC – HERBS

COCHINILLO ASADO A LA LEÑA – MARINADO NARANJA AGRIA – ACEITE DE OLIVA – AJO – FINAS HIERBAS

**\$75 FEE CHEF REQUIRED FOR STATION**

### SOUPS

(CHOICE OF ONE)

#### BLACK BEAN POTAGE

LACED WITH A BAY LEAVE – CUMIN – OREGANO

#### ZUPPA DI LENTICCHIE

LENTILS – CELERY – ONIONS – CARROTS – DITALINI PASTA

### ENTRÉE

(CHOICE OF TWO)

#### POLLO AL CARBONI

TENDER CHICKEN BREAST ON THE GRILLED – SAUTÉED SUNDRY TOMATOES – MUSHROOMS – ROSEMARY

#### SALMONE ALLA LIVORNESE

SAUTÉEDSALMONE IN A FRESH POMODORO SAUCE – CAPERS – BLACK OLIVES – ONIONS – WHITE WINE – CLAM JUICE

#### CATCH OF THE DAY MARECHIARO

CATCH OF THE DAY SAUTÉED IN A WHITE WINE SAUCE – CLAM JUICE – POMODORO SAUCE – TOPPED WITH SHRIMP

#### LASAGNA DI CARNI

LASAGNA PASTA – SIRLOIN GROUND BEEF – FRESH POMODORO – TOPPED WITH MOZARELLA CHEESE

### SIDES

(PLEASE SELECT 3 OF THESE OPTIONS)

#### VEGETALES SALTEADOS

VEGETABLES MEEDDLY

#### PASTA PRIMAVERA

PENNE PASTA PRIMAVERA

#### YUCA CON MOJO

BOILED CASSAVA – TANGY GARLIC – ONIONS – OLIVE OIL

#### ARROZ BLANCO

WHITE RICE

#### MOROS Y CRISTIANOS

WHITE RICE COOKS WITH BLACK BEANS

#### PLATANOS MADUROS

SWEET PLANTAIN

### DESSERT

(PLEASE SELECT 2 OF THESE OPTIONS)

#### APPLE PASTICCERIA – VANILA GELATO

HOMEMADE APPLE STRUDE – VAINILLA ICE CREAM

#### PERE AL VINO OPORTO – GLASEADO CON LATE CONDNSATO – BATON CINNAMUS

FRESH PEARS INFUSED IN A PORT WINE SAUCE TOPPED CONDENSAD MILK – CINAMON STICK

#### CARAMEL FLAN AL

BAKED EGG CUSTARD SERVED WITH CARAMEL SAUCE

#### RISO

RICE PUDDING

APPLE PASTICCERIA – VANILLA GELATO

THIS MENU IS A SAMPLE , YOU CHAN CHOOSE ANY OF THE PREVIOUS MENUS "CARIBBEAN FOOD FARE-- ITALIAN FOOD FARE – SPANISH FOOD FARE" AND THE CARVING STATION OF YOUR CHOICE

**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

ABOVE MENUS AVAILABLE ONLY MONDAY THROUGH SATURDAY FOR EVENTS ENDING BY 5:30 PM PRICES BASED ON MINIMUM OF 50 PERSONS

**CONSUMER ADVISORY**

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## Silver Package

SELECTION OF SIX BUTTLER PASSED D'OEUVRES

### COLD D'OEUVRES

PROSCIUTTO WRAPPED MELON

SMOKED SALMON CROSTINE

MINI BRUSCHETTA

ALMOND CHICKEN BITES

BELGIUM ENDIVE FISH CEVICHE

### HOT D'OEUVRES

MINI CRAB CAKE WITH SPICE REMOLADE

CHICKEN SATAY TERIYAKI

STUFFED MUSHROOMS CAPS ITALIAN SAUSAGE

VEGETARIAN SPRINGS ROLLS

BEEF – PINEAPPLE SKEWERS

BEEF EMPANADAS

ASIAN CHICKEN LOLLIPOPS

ASSORTED MINI QUICHE

PHYLLO CUP WITH BRIED AND RASPBERRY

DOMESTIC & IMPORTED CHEESE WITH CRACKERS – FRUIT MIRROR

**THREE COURSES DINNER INCLUDES SALAD, ENTRÉE AND DESSERT**

### SALAD SELECTION

(CHOICE OF ONE)

MIX GREEN SALAD – CRUMBLE GOAT CHEESE – DRY CRANBERRIES – DRIZZLED RASPBERRY VINAIGRETTE

CAESAR SALAD ON A TORTILLA BASKET SHAVED PARMESAN CHEESE

MESCLUN SALAD – MANGO CHUNKS – GINGER CARROT VINAIGRETTE

### ENTRÉE SELECTION

PRE-SELECT 3 (CHOICE OF ONE)

**OVEN BAKED SCOTTISH SALMON**

HEARTS OF PALM – BOK CHOY – PINEAPPLE – CITRUS VINAIGRETTE

**ORGANIC CORNISH HEN**

ROASTED – HOME MADE FRIES – SEASONAL VEGETABLES – CHICKEN JUS

**GRILLED TO PERFECTION CHURRASCO STEAKS**

WHITE BOTTOMS CHIMICHURRI SAUCE

**OVEN BAKED FILLET OF SOLE**

HONEY CURRY DIJON MUSTARD – CILANTRO – ROASTED ALMOND

**SHRIMP, CRAB MEAT AND BAY SCALLOPS LASAGNA**

CREAMY SAFFRON ALFREDO SAUCE

ALL ENTRÉE SERVED WITH SEASONAL VEGETABLES

### DESSERT SELECTION

(CHOICE OF ONE)

HOMEMADE APPLE STRUDE – VAINILLA ICE CREAM

FRESH PEARS INFUSED IN A PORT WINE SAUCE TOPPED CONDENSAD MILK – CINAMON STICK

**30.95P/P**

**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

ABOVE MENUS AVAILABLE ONLY MONDAY THROUGH SATURDAY FOR EVENTS ENDING BY 11:30 PM PRICES BASED ON MINIMUM OF 100 PERSONS

**SILVER OR GOLD PACKAGE DOESN'T INCLUDED ALCOHOL & BEVERAGE SERVICES  
PLEASE SEE**

**CONSUMER ADVISORY**

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. —Section 3-603.11, FDA Food Code

## Gold Package

SELECTION OF EIGHT BUTLER PASSED D'OEUVRES

### COLD D'OEUVRES

49.95P/P

PROSCIUTTO WRAPPED MELON  
SMOKED SALMON CROSTINE  
MINI BRUSCHETTA  
CAPRESE SKEWERS  
BEEF TENDERLOIN CANAPES – TOASTED FRENCH BAQUETTE – HORSERADISH CREAM CHEESE  
BELGIUM ENDIVE SHRIMP CEVICHE

### HOT D'OEUVRES

MINI CRAB CAKE WITH SPICE REMOLADE  
CHICKEN SATAY TERIYAKI  
ASPARAGUS QUICHES WITH MINT  
VEGETARIAN SPRINGS ROLLS  
BEEF – PINEAPPLE SKEWERS  
SHRIMP EMPANADAS  
ASIAN CHICKEN LOLLIPOPS  
PHYLLO CUP WITH BRIED AND RASPBERRY  
VEGETABLES CRUDITES DISPLAY – FRUIT MIRROR – CHEESE DYSPLAY

FOUR COURSES DINNER INCLUDES SALAD, ENTRÉE AND DESSERT

### SALAD SELECTION

(CHOICE OF ONE)

MESCLUN – CRUMBLE GOAT CHEESE – DRY CRANBERRIES – DRIZZLED RASPBERRY VINAIGRETTE  
CAESAR SALAD ON A TORTILLA BASKET SHAVED PARMESAN CHEESE  
BABY ARUGULA SALAD – OLIVE OIL – LEMON – PARMESAN CHEESE

### ENTRÉE SELECTION

(CHOICE OF FOUR)

#### BEEF WELLINGTON

PAN SEARED BEEF TENDERLOIN – COATED PATE – WRAPPED IN A PUFF PASTRY – MOREL MUSHROOMS SAUCE

#### SCOTTISH SALMON FILLET

MANGO CHUNCKS – GARLIC – HONEY – WHITE WHINE – DIJON MUSTARD GLAZE

#### STUFFED CHICKEN ROLLATINI

PROCIUTTO – PROVOLONE CHEESE – BASIL LEAVES – CREAMY CRIMINI – CHANTERRELLE MUSHROOMS SAUCE

#### PAN SEARED LAMB LOLLIPOPS

BABY LAMB CHOPS MARINATED WITH FINE HERBS AND GRILLED TO PERFECTION – SERVED GARLIC DIJON JELLY MINT SAUCE

#### COUNTRY PORK CHOPS

GRILLED AND OVEN BAKED PORK CHOPS – COATED WITH HOMEMADE BERNAISE SAUCE

#### FILLET OF SOLE GRENOBLOISE

PAN SEARED FILLET OF SOLE – BROWNED BUTTER – LEMON WHEELS – PARSLEY – CAPERS

#### FILLED RAVIOLIS – PORCINI MUSHROOMS

LOBSTER BISQUE SAUCE

ALL ENTRÉE SERVED BABY CARROTS – RICE PILAF – BROCCOLI FLORETS

### DESSERT SELECTION

(CHOICE OF ONE)

CARAMEL MACCHIATO CHEESECAKE  
HOMEMADE APPLE STRUDE – VAINILLA ICE CREAM  
WEEDING CAKE

**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

ABOVE MENUS AVAILABLE ONLY MONDAY THROUGH SATURDAY FOR EVENTS ENDING BY 11:30 PM PRICES BASED ON MINIMUM OF 100 PERSONS

**SILVER OR GOLD PACKAGE DOESN'T INCLUDED ALCOHOL & BEVERAGE SERVICES  
PLEASE SEE**

#### CONSUMER ADVISORY

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## Platinum Package

ONE HOUR COCKTAIL RECEPTION PREMIUM LIQUORS  
THREE UNLIMITED OPEN BAR, CLUB PREMIUM LIQUORS, DOMESTIC BEER, HOUSE RED, WHITE & ROSE WINES, CHAMPAGNE TOAST  
SELECTION OF EIGHT BUTTLER PASSED D'OEUVRES

### COLD D'OEUVRES

89.95P/P

PROSCIUTTO WRAPPED MELON  
SMOKED SALMON CROSTINE  
MINI BRUSCHETTA  
CAPRESE SKEWERS  
BEEF TENDERLOIN CANAPES – TOASTED FRENCH BAQUETTE – HORSERADISH CREAM CHEESE  
BELGIUM ENDIVE SHRIMP CEVICHE

### HOT D'OEUVRES

MINI CRAB CAKE WITH SPICE REMOLADE  
CHICKEN SATAY TERIYAKI  
ASPARAGUS QUICHES WITH MINT  
VEGETARIAN SPRINGS ROLLS  
BEEF – PINEAPPLE SKEWERS  
SHRIMP EMPANADAS  
ASIAN CHICKEN LOLLIPOPS  
PHYLLO CUP WITH BRIED AND RASPBERRY  
VEGETABLES CRUDITES DISPLAY – FRUIT MIRROR – CHEESE DISPLAY

FOUR COURSES DINNER INCLUDES SALAD, INTERMEZZO ENTRÉE AND DESSERT

### SALAD SELECTION

(CHOICE OF TWO)

MESCLUN – CRUMBLE GOAT CHEESE – DRY CRANBERRIES – DRIZZLED RASPBERRY VINAIGRETTE  
CAESAR SALAD ON A TORTILLA BASKET SHAVED PARMESAN CHEESE  
BABY ARUGULA SALAD – OLIVE OIL – LEMON – PARMESAN CHEESE

### INTERMEZZO

CIAO BELLA PASSION FRUIT SORBET – MINT

### ENTRÉE SELECTION

(CHOICE OF FOUR)

**DOUBLE BACON WRAPPED FILET MIGNON**

GRILLED TO PERFECTION – DOUBLE BACON WRAPPED – WHITE BOTTOMS CHIMICHURRI SAUCE – OVER A BED CARAMELIZED MUSHROOMS

**LAMB CHOP**

GRILLED TO PERFECTION – COATED WITH MINT – NATURAL JUS

**SCOTTISH SALMON FILLET**

BALSAMIC VINEGAR – GARLIC – HONEY – WHITE WHINE – DIJON MUSTARD GLAZE

**ORGANIC CORNISH HEN**

ROASTED – HOME MADE FRIES – SEASONAL VEGETABLES – CHICKEN JUS

**OVEN BAKED STUFFED FILLET OF SOLE**

WITH CRABMEAT WITH MEUNIERE SAUCE

**LOBSTER RAVIOLI**

LOBSTER CREAMY SAUCE

ALL ENTRÉE SERVED BABY CARROTS – RICE PILAF – BROCCOLI FLORETS

### DESSERT SELECTION

(CHOICE OF ONE)

BAILLEY IRISH CREAM CHEESE CAKE  
CRÈME BRULÉE WITH FRESH BERRIES  
WEDDING CAKE

**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

ABOVE MENUS AVAILABLE ONLY MONDAY THROUGH SUNDAY FOR EVENTS ENDING BY 11:30 PM PRICES BASED ON MINIMUM OF 75 PERSONS

#### CONSUMER ADVISORY

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. —Section 3-603.11, FDA Food Code



## BANQUET LIQUOR

HOST BAR SALES ARE CHARGED DIRECTLY TO THE HOST AND CAN BE CHARGED BY DRINK CONSUMPTION OR CHARGE PER HOUR BY THE GUARANTEED GUEST COUNT. HOST BY THE DRINK IS CALCULATING BY TAKING THE TOTAL COMSUMPTION OF DRINK AND MULTIPLIED BY THE APPROPRIATE PRICE PER DRINK. BOTTLES OF BEERS AND SPECIALTY WATER ARE CHARGES BASED ON CONSUMPTION. CASH BAR DRINKS ARE CHARGED TO THE GUESTS.

## BEVERAGE OPERATIONS BY THE HOUR

### NAME BRANDS

#### FEATURING APPROXIMATELY FIFTY LIQUORS

SKYY VODKA – SMIRNOFF VODKA – BACARDI RUM – MALIBU RUM SELECTION – CAPTAIN MORGAN RUM – BEEFEATER GIN – JOHNNY WALKER RED – SEAGRAM'S 7 – JACK DANIELS – E&J BRANDY – CUERVO GOLD – JACK DANIELS – PISCO OCUCAJE – HENNESSY VS – BALVENIE 12 Y – DEWAR'S 12 – EARLY TIMES – AGUARDIENTE CRISTAL – BAILEY'S IRISH CREAM – CHAMBORD – DRAMBUI – COUNTRY – SAMBUCA – FRANGELICO JAGERMEISTER – KAHLUA – PERNOT RICARD – SAMBUCA – DOMESTIC BEER – IMPORTER BEER – HOUSE RED – WHITE RED ROSE – HOUSE CHAMPAGNE

ONE HOUR	14 P/P	TWO HOURS	21 P/P
THREE HOURS	28 P/P	FOUR HOURS	34 P/P

### PREMIUM BRANDS

OFFERS AND ADDITIONAL THIRTY BRAND PLUS THE NAME BRANDS ABOVE INCLUDING ALBOLUT VODKA – ABSOLUT VODKA FLAVORS – KETEL ONE VODKA – GREY GOOSE – TANQUERAY – STOLICHNAYA VODKA – CROWN ROYAL JOHNNY WALKER BLACK – GLENFIDDICH – CHIVAS REGAL COURVASIER V.S.O.P – REMY MARTIN – WILD TURKEY – AMARETTO DI SORONNO – INCLUDES VARIETAL OF WINES – CHARDONNAY – MERLOT – PINO NOIR – MALBEC – PINOT GRIGIO – SEVERAL DIFFERENT IMPORTED BEERS

ONE HOUR	16 P/P	TWO HOURS	24 P/P
THREE HOURS	32 P/P	FOUR HOURS	38 P/P

## BEVERAGE OPERATIONS BY CONSUMPTION

NAME BRANDS	6.00
PREMIUM BRANDS	7.00
SUPER PREMIUM	9.00
DOMESTIC BEERS	4.00
IMPORTED BEERS	5.00
HOUSE WINES	5.00
SODAS & JUICES	3.00

## HOUSE WINES – PUNCHES – SODAS

CHARDONNAY – PINOT GRIGIO – WHITE ZINFANDEL – CABERNET – MALBEC – PINO NOIR – MERLOT	19.95
PROSECO PASCUA	21.95
SODAS AND JUICE BAR	6.95
HOUSE BLOODY MARY – MIMOSAS – MEN-MOSAS – SANGRIAS – SOURS – "PER GALLON – MINIMUM 3 GALL	45.95

SPECIALTY WINES CAN BE ORDER ON REQUEST – ASK YOUR CATERING REPRESENTATIVE FOR DETAILS

## CASH BAR

GUEST PAY INDIVIDUALLY FOR EACH DRINK ON SAME PRICE AN ABOVE – REQUIRES ONE BARTENDER PER GUESTS AT A FEE OF \$100 EACH

**ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES**

ABOVE MENUS AVAILABLE ONLY MONDAY THROUGH SUNDAY FOR EVENTS ENDING BY 11:30 PM PRICES BASED ON MINIMUM OF 75 PERSONS

## Curtis Piano Bar Tapas Menus

OPEN - WEDNESDAY – FRIDAY 6:00 PM TO 11:00 PM  
OPEN- SATURDAY 6:00 PM TO 12:00 PM

### COLD TAPAS

<b>BOQUERONES ESPAÑOLES A LA VINAGRETA</b>	**	6.95
SPANISH ANCHOVIES IN HOUSE VINAIGRETTE		
<b>ACEITUNAS ALIÑADAS MIXTAS</b>		4.95
MIXED MARINATED TO PERFECTION SPANISH OLIVES		
<b>JAMON SERRANO Y CANTALOUPE</b>		7.95
SLICES OF SWEET CANTALOUPE WRAPPED WITH SERRANO HAM		
<b>TABLA JAMON EMBUTIDOS Y MANCHEGO CHEESE</b>		9.95
COMBINATION OF CURED PORK LOIN – SERRANO HAM – SPANISH CHORIZO & MANCHEGO CHEESE IN A WOOD PLANK		
<b>TABLA DE JAMON Y EMBUTIDOS</b>	**	9.95
WOOD BLANK OF SERRANO HAM – CHORIZOS – SPANISH SAUSAGE – HOMEMADE PORK PATE		
<b>TABLA DE JAMON</b>	**	9.95
WOOD PLANKS OF SERRANO HAM – MANCHEGO CHEESE – SPANISH OLIVES		
<b>MEJILLONES A LA VINAGRETA</b>	**	9.95
MUSSELS IN SPANISH VINAIGRETTE		
<b>CEVICHE DE CAMARONES MARTINI</b>	**	9.95
SHRIMP – LIME – ORANGE – HEIRLOOM TOMATOES – AVOCADO – MUSTARD CAVIAR		
<b>CEVICHE DE CORVINA MARTINI</b>	**	8.95
SEA BASS – LIME – CILANTRO – RED ONION – AJI LIMO – SWEET POTATO ON A MARTINI GLASS GREEN PLANTAINS CHIP		

### HOT TAPAS

<b>PIMIENTOS DE PIQUILLOS RELLENOS DE BLANDADA DE BACALAO</b>	**	10.95
STUFFED PIQUILLO PEPPERS – WITH COD FISH MOUSE		
<b>CROQUETAS DE BACALAO</b>	**	5.95
COD FISH CROQUETTES		
<b>TORTAS DE MASAS DE CANGREJO</b>	**	10.95
JUMBO LUMP CRAB CAKES		
<b>CHORIZO ESPAÑOL “QUEMAO” AL BRANDY</b>	**	9.95
SPANISH SAUSAGES FLAMBEE IN BRANDY		
<b>GAMBAS AL AJILLO</b>	**	9.95
SAUTTED SHRIMP IN OLIVE OIL– GARLIC – PARSLEY		
<b>TORTILLA ESPAÑOLA</b>		3.95
SPANISH OMELETTE – POTATOES – ONION		
<b>TORTILLA Y CHORIZO</b>		3.95
SPANISH OMELETTE – CHORIZO – POTATOES – ONION		
<b>CALAMARES A LA PLANCHA</b>		9.95
GRIDDLE SQUID – GARLIC SAUCE		
<b>CHAMPIÑONES AL AJILLO</b>	**	7.95
SAUTEED MUSHROOMS IN OLIVE OIL– GARLIC – SERRANO HAM		
<b>CALAMARES A LA ANDALUZA</b>	9.95	
BREADED FRIED SQUID – TWO SAUCES		
<b>MINI SEA FOOD PAELLA CACEROL</b>	**	9.95
SHRIMP – MUSSELS – FISH – CLAMS – SCALLOPS – CALAMARIS IN A BED OF TRADITIONAL VALENCIA RICE		
<b>MINI SEA FOOD PAELLA ARROZ CON COSTRA</b>	**	9.95
SHRIMP – MUSSELS – FISH – CLAMS – SCALLOPS – CALAMARIS IN A BED OF TRADITIONAL VALENCIA RICE TOPPED MIX EGGS		
<b>ESCARGOTS A LA BOURGIGNONNE</b>	**	10.95
SNAILS ON HIS ON SHELLS – GARLIC – HERB BUTTER		

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## *Curtis Piano Bar "Tapas"*



### **CEVICHE DE CAMARONES AL HUMO DE MADERA DE CEREZO**

SHRIMP- HEIRLOOM TOMATOES – AVOCADO MUSH – MUSTARD SEED CAVIAR – RED ONION – ORANGE ZEST



### **WONTON DE CAMARONES**

KEY WEST PINK SHRIMP – LEMONGRASS –SCALLIONS – SWEET AND SOUR SAUCE - WASABI AIOLI



### **TAQUITOS DE PUERCO**

GRUYERE CHEESE – PICKLED ONION – GUACAMOLE – CHIPOTLE MAYO



**ESCARGOTS A LA BOURGUIGNONE**

SNAILS ON HIS ON SHELLS – GARLIC – HERB BUTTER – TOUCH OF PERNOD



**CEVICHE DE CORVINA MARTINI**

CORVINA - HEIRLOOM TOMATOES – AVOCADO MUSH – MUSTARD SEED CAVIAR – RED ONION – ORANGE



**MEJILLONES A LA VINAIGRETA**

MUSSELS – SPANISH VINAIGRETTE



**PIMIENTOS DE PIQUILLOS RELLENOS DE BLANDADA DE BACALAO**  
SUFFED PIQUILLO PEPPERS – STUFFED COD FISH MOUSE



**CHORIZO QUEMAO AL BRANDY**  
SPANISH SAUSAGE – FLAMBEE IN BRANDY



**TABLA DE JAMON SERRANO – EMBUTIDOS**  
SERRANO HAM – COMBINATION OF CURED PORK LOIN



**TARTAS DE MASAS DE CANGREJO**

TWO JUMBO LUMP CRAB CAKES – LIGHT PIQUILLO PEPPERS SAUCE



**COSTILLA DE CODERO CASTILLA LA VIEJA**

GRILLED NEW ZEALAND LAMB CHOP



**GAMBAS AL AJILLO**

SAUTEED SHRIMP – GALIC – PARSLEY





**TORTILLA ESPAÑOLA**  
SPANISH OMELETTE



**PAELLA MARINERA PARA UNA PERSONA**  
ONE PERSON SEAFOOD PAELLA



**CROQUETAS DE BACALAO**  
COD FISH CROQUETES

*Curtis Piano Bar "Signature Drinks"*



CUCUMBER MARTINI



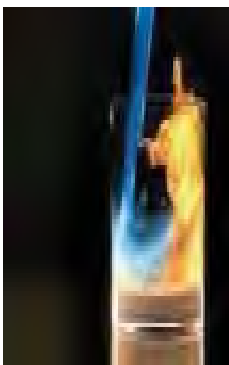
TUMERIC-GINGER TONIC CHIA SEEDS



GUAVA MOJITO



LYCHEE MARTINI



150 PROOFS LIGHT UP



GAZ REGAN



## *Curtis Piano Bar "Signature Drinks"*



MIAMI SPRING QUARTETO



SANGRIA IMPERIAL WHITE



CRANBERRY CHAMPAGNE COCKTAIL



SPIKED APPLE CIDER COCKTAILS

## AFTER DINNER DRINKS MENUS

### XO

Hennessy, XO  
Courvoisier, XO  
Hennessy, Paradis  
Remy Martin, XO  
Martell, XO  
Martell Creation Gran Extra

### VSOP

Remy Martin VSOP  
Courvoisier, VSOP

### VS

Hennessy, VS  
Courvoisier, VS  
Remy Martin, VS  
Martell, VS

### ARMANAC

Sempe, 15 years Old Grande Reserve

### BRANDY

Cardenal Mendoza  
Grand Duque de Alba

### SPECIAL BLENDS SCOTCHES

Johnnie Walker Blue Label  
Johnnie Walker Gold Label  
Johnnie Walker Green Label  
Johnnie Walker Black label  
Chivas Royal Salute  
Chivas Regal 18yr  
Pinch, 15 Year Old  
Buchanan's 18yr

### SINGLE MALT

Bowmore, 12 Year Old  
Cardhu, 12 Year Old  
Cragganmore, 12 Year Old  
Dalmore, 12 Year Old  
Dalwhinnie, 15 Year Old  
Glenkinchie 10 Year Old  
Glendronach, 15 Year Old  
Glenlivet, 12 Year Old  
Glenlivet, 18 Year Old  
Glenfiddich, 12 Year Old  
Glenfiddich, 15 Year Old  
Glenmorangie, 10 Year Old  
Glenmorangie Port Wood, 12 Year Old  
Highland Park, 12 Year Old  
Knockando, 18 Year Old  
Lagavulin, 16 Year Old  
Laphroaig, 10 Year Old  
Macallan, 12 Year Old  
Macallan, 18 Year Old  
Macallan, 25 Year Old  
Oban, 14 Year Old  
Talisker, 10 Year Old  
The Balvenie Single Barrel, 15 Year Old  
The Balvenie Port Wood, 21 Year Old

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## BOURBON

Blanton's  
Baker's  
Booker  
Basil Hayden's  
Kentucky Spirit  
Knob Creek  
Jack Daniels Single Barrel  
Jack Daniels  
Gentleman Jack  
Maker's Mark  
Wild Turkey  
Wild Turkey Rare Breed  
Bulleit Bourbon

## GIN

Tanqueray 10  
Tanqueray Bloms Berry  
Tanqueray Malacca  
Tanqueray Rangpur  
Tanqueray old Tom  
Tanqueray 10  
Hendricks

## VODKA

Belvedere  
Belvedere Citrus  
Belvedere Mango Passion  
Belvedere Peach Nectar  
Belvedere Wild Berry  
Grey Goose  
Grey Goose Le Orange  
Grey Goose Le Poire  
Ketel One  
Ketel One Citroen  
Ketel One Oranje

## TEQUILA

Don Julio Blanco  
Don Julio Añejo  
Don Julio 1942  
Don Julio Reposado  
Don Julio Real  
Don Julio 702 Anniversary  
Patron Silver  
Patron Añejo  
Patron Reposado  
Patron Platinum

## IRISH WHISKEY

Bushmill's  
Black Bush  
Jameson

## RUM

Zacapa Centenario XO  
Zacapa 23 Years  
Bacardi Reserva  
Bacardi Limon  
Captain Morgan  
Captain Morgan Flavor  
Myer's Original Dark  
Mayer's Platinum  
Mount Gay  
Malibu (Coconut Rum)  
Pampero Aniversario

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## AMERICAN & CANADIAN WHISKEY

Basil Haydn's  
Blanton's Original  
Booker's  
Bulleit Bourbon 10 years  
Early Times  
Knob Creek  
Kentucky Gentlemen  
Seagram's 7  
Seagram's VO  
Jack Daniel's 160TH  
Jack Daniel's Single Barrel Select  
Jack Daniel's 2012 LE  
Jeam Beam  
Jeam Beam Black  
Maker's Mark  
Stranahan's Colorado Whiskey  
Russell's Reserve Single Barrel Rye  
Old Crow  
Old Gran Dad  
Old Forest Birthday Bourbon  
Old Forest  
Wild Turkey 101  
Wild Turkey American Honey  
Woodford Reserve

## SHERRY

Dry Sack  
Harvey's Bristol Cream

## CORDIALS

Amareto Di Saronno  
Annisete  
B & B  
B & B, 60 Year Old  
Bailey Irish Cream  
Benedictine  
Campari  
Counttrue  
Chartreuse  
Chambord  
Crème d' Cassis  
Drambuie  
Frangelico  
Godiva  
Galliano  
Gran Marnier  
Gran Marnier, 150 Year Old  
Glaros Ouzo  
Goldschaler  
Jagermeister  
Irish Mist  
Kahlua  
Liquore Strega  
Souther Comfort  
Sambuca Romana  
Sambuca Romana Black  
Tia Maria  
Limonchelo

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## WINE LIST

### TETE CUVÉE

- 100 Moët & Chandon, Dom Perignon Vintage  
101 Louis Roederer Cristal Vintage

### BRUT CHAMPAGNE

- 105 Moët Chandon, Brut, NV  
106 Veuve Cliquot Yellow label, NV \*

### DEMI SEC & EXTRA DRY

- 110 Moët & Chandon, Demi Sec, NV \*

### ROSE CHAMPAGNE

- 120 Moët & Chandon, Nectar Rose Vintage

### SPARKLING CALIFORNIA

- 150 Chandon Etiole , Brut  
151 Chandon Etoile Rose, Brut \*  
152 Chandon, Brut

## WHITE WINE

### BURGUNDY

- 200 Pouilly Fuisse, Louis Latour, Vintage \*  
203 Chablis Joseph Drouhin, Vintage

### BORDEAUX

- 250 Chateau Carboniux, Vintage

### LOIRE VALLEY

- 275 Pouilly Fume, Ladoucette, Vintage  
276 Sancerre, Comte Le Fond , Vintage \*

### ITALIAN

- 300 Pinot Grigio, St Margherita, Vintage \*  
301 Pinot Grigio Voga, Dele Venezzie, Vintage \*

### ARGENTINA

- 350 Chardonnay Terrazas de los Andes del Plata Altos , Vintage  
351 Chardonnay Terrazas de los Andes Reserva, Vintage \*

### CHILE

- 375 Toro de Piedra, Gran Reserva, Vintage \*  
376 Nimbus Sauvignon Blanc, Vintage \*

### SPANISH

- 400 Verdejo Protos, Rueda Vintage \*  
401 Marques de Riscal, Sauvignon Blanc Vintage

## CALIFORNIA

### CHARDONNAY

- 500 Far-Niente Chardonnay Vintage  
501 Newton Chardonnay, Vintage \*

### SAUVIGNON BLANC & FUME BLANC

- 550 Chateau St Jean Fume Blanc  
551 Geyser Peak, Sauvignon Blanc \*

### WHITE ZINFANDEL

- 570 Beringer, White Zinfandel Vintage

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## RED WINES

### BURGUNDY

- 600 Chambolle Musigny, Joseph Drouhin Vintage \*
- 601 Cote Beaune Villages, Louis Latour Vintage

### RHONE

- 625 Chateauneuf Du Pape, D. de La Roquette Vintage

### BORDEAUX

- 650 Chateau Laffite Carruades, Pauillac Vintage \*
- 651 Chateau Talbot, St Julien Vintage
- 652 Chateau Latour A Pomerol, Pomerol Vintage

### BEAUJOLAIS

- 676 Beaujolais Villages, Joseph Drouhin Vintage

### ITALIAN

- 700 Barolo Ceretto, Zonchera \*
- 701 Chianti Classico Ruffino Gold Label, Vintage

### ARGENTINA

- 715 Terrazas Cheval Des Andes Malbec , Vintage
- 716 Terrazas Cheval Des Andes Aromos Cabernet Sauvignon, Vintage \*

### CHILE

- 726 Casa La Postelle Merlot, C Alexandre Vintage
- 727 Toro de Piedra, Gran Reserva "Cabernet Sauvignon", Vintage \*
- 728 Potro de Piedra "Familia Reserve" Cabernet Sauvignon /Cabernet Franc, Vintage \*

### SPANISH

- 750 Protos, Crianza R.del Duero Vintage \*
- 751 Protos Gran Reserva , Reserva R.del Duero 2005 \*
- 752 Protos "Finca el Grajo Viejo", R del Duero Vintage
- 753 Bodegas Numanthia, Thermes Vintage

### CABERNET SAUVIGNON

- 775 Far-Niente Cabernet Sauvignon Vintage
- 776 Jordan Cabernet Sauvignon Vintage \*
- 777 Robert Mondavi Cabernet Sauvignon, Napa

### MERLOT

- 790 Newton Merlot Unfiltered, Napa Valley \*

### PINOT NOIR

- 795 Chalone Pinot Noir Vintage

### MERITAGE

- 800 Beaulieu Vineyard Tapestry Vintage
- 801 Charles Krug Generations Vintage \*
- 802 Symmetry by Rodney Strong Vintage
- 803 Joseph Phelps Insignia

### MAGNUM (1.5 L )

- 900 Frog's Leap Merlot, Napa Valley Vintage
- 901 Keenan Merlot, Napa Valley Vintage

### FRENCH ROSE

- 800 Chateau D'Esclans Whisper Angel, Cote Provence Vintage \*

\* Wine with the start next to, Wednesday Night at the Majestic (bottle cost + \$10)

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## January through March "Italian" Cuisine

OPEN - WEDNESDAY – FRIDAY 4:00 PM TO 11:00 PM  
OPEN- SATURDAY 6:00 PM TO 11:00 PM

### HOT APPETIZERS

<b>CAZZO AL VINO BIANCO</b> **	9.95
MUSSELS – OLIVE OIL – GARLIC – SHALLOTS – WHITE WINE – FRESH PARSLEY – LOAF CROSTY ITALIAN BREAD	
<b>GAMBERONI SALTATI AL VINO BIANCO</b>	9.95
SAUTEED SHRIMP - OLIVE OIL – GARLIC – TOUCH OF WHITE WINE – FRESH POMODORO - FRESH PRSLEY	
<b>CLAMS OREGANATO</b>	9.95
OVEN BAKED LITTLE NECK CLAMS – TOPPED WITH SEASONAL BREAD CRUMBS	
<b>CALAMARI E ZUCCHINE FRITTI</b>	9.95
FRIED CALAMARI – ZUCCHINI – TOMATO BASIL SAUCE	
<b>TORTELLINI FRITTI</b> **	9.95
TORTELLINE – FILLED THREE CHEESE – FRESH SPICY POMODORO SAUCE	

### COLD APPETIZERS

<b>AFFETATO TUSCANO</b> **	9.95
CAPICULO – SALAMI – SOPRESSATA – PANCETTA – MORTADELLA - BREASAOLA	
<b>MANZO DI CARNI</b>	9.95
BEEF CARPACCIO – BABY ARUGULA – SHAVED REGGIANO – LEMON TRUFFLE CITRONETTE	
<b>TONNO</b>	9.95
TUNA TARTAR – RED ONION – CAPERA – LEMON OIL – ARUGULA – CHERRY TOMATO CONFIT	
<b>MOZZARELLA DI BUFFALA</b> **	9.95
BUFALA FRESH MOZZARELA – SLICE BEEF STEAK TOMATOE – BASIL – BALSAMIC VINAIGRETTE GLAZE	
<b>BURRATA</b>	9.95
BURRATA – ROASTED CHERRY TOMATOES – GRILLED ASPARRAGUS – SPECK PROSCIUTTO	

### ZUPPA

<b>TORTELLINI IN BRODO</b> **	4.95
HOME MADE TORTELLINI – CHICKEN BROTH	
<b>ZUPPA DEL GIORNO</b>	4.95
SOUP OF THE DAY	

### INSALATE

<b>INSALATE DEL CAMPO</b>	7.95
MIX GREENS – BEEFSTEAK TOMATO – CUCUMBER – BALSAMIC REGIANO VIANIGRETTE	
<b>CESARE AL TARTUFO NERO</b> **	7.95
ARAGULA – SHAVED REGGIANO – CRUTTONS – BLACK TRUFFLE VAESAR DRESING	

### CONTORNI

<b>BROCCOLI RAPINI</b> **	5.95
SAUTEED BROCCOLI RAPINI – GARLIC – OLIVE OIL – CRUSHED RED PEPPER	
<b>PINACI</b>	5.95
SAUTEED SPINACH – GARLIC – OLIVE OIL	
<b>VEGETALI GRIGLIATI</b>	5.95
GRILLED VEGETABLE OF THE DAY	

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## LA PASTA

<b>CAPELLINI POMODORO</b> **	9.95
CLASSIC POMODORO - BASIL	
<b>GARGANELLI VODKA</b>	9.95
HAND ROLLED PENNE – TOMATO CREAM SAUCE – PROSCIUTTO - REGGIANO	
<b>FETTUCCINE ALLA ROTTA</b> **	12.95
FETTUCCINE PASTA – SPECK PROSCIUTTO – PREPARED ON A PARMEGIANO – REGGIANO VACCHE BIANCHE WHEEL	
<b>LASAGNETTE DI CARNE</b>	11.95
LASAGNA PASTA – SIRLOIN GROUND BEEF – FRESH POMODORO – PROSCIUTTO – TOPPED WITH MOZARELLA CHEESE	
<b>LASAGNETTE DI FRUTTI DE MARI</b>	15.95
LASAGNA PASTA – SHRIMP – BAY SCALLOPS – CRAB MEAT – REGIANO-BECHAMEL CREAM – TOPPED WITH MOZARELLA CHEESE	
<b>GNOCCHI AL GORGONZOLA</b>	11.95
HOMEMADE GNOCCHI – CREAMY GORGONZOLA CHEESE	
<b>LINGUINE FRUTTI DE MARI</b> **	19.95
LINGUINE PASTA – SHRIMP – SCALLOPS - MUSSELS – LITTLE NECK- CALAMARI – CLAMS - GARLIC – PARSLEY – RED CRUSHED RED PEPPER	

## RISOTTO

<b>RISOTTO PORCINI</b>	15.95
ARBORIO RICE – PORCINI MUSHROOMS – EXTRA VIRGIN OLIVE OIL – CHICKEN STOCK – ALBA TRUFFLE OIL – PARMEGIANO REGGIANO	
<b>RISOTTO DI FRUTTI DE MARI</b> **	19.95
ARBORIO RICE – OLIVE OIL – ONION – SHRIMP – MANILA CLAMS – MUSSELS – SQUID – SEA SCALLOPS – GARLIC – PARMEGIANO REGGIANO	

## PESCE

<b>BRANZINO AL SALE</b>	MKP
MEDITERRANEAN SEE-BASS – BAKE ON A CRUST OF SALT	
<b>PESCA DELLA TROTA</b> **	15.95
TROUT GRILLED / BLACKNED SEASONING – ROASTED GARLIC LIME BUTTER	
<b>GAMBERONI ALLA FRANCESE</b>	15.95
SAUTEED LARGE PRAWNS – SPINACH – HEARTLAND TOMATOES - LEMON BUTTER SAUCE	
<b>GAMBERONI FRA DIAVOLO</b> **	17.95
SAUTEED LARGE PRAWNS– ONION – HEARTLAND TOMATOES – OREGANO – ITALIAN PARSLEY – WHITE WHINE – RED PEPPER LINGUINE	
<b>ALL FISH ENTRÉE SERVE HOUSE MADE GARLIC MASHED POTATOES / SAUTEED VEGETABLES</b>	

## CARNI

<b>OSSO BUCO</b> **	32.95
BRAISED VEAL SHANKS – VEGETABLES – WHITE WINE – RISOTTO ALLA MILANESA	
<b>SCALOPPINE PIZZAIOLA</b>	19.95
VEAL MEDALLIONS – MUSHROOMS – FRESH TOMATOES SAUCE – GARLIC – FRESH OREGANO	
<b>SCALOPPINE MARSALA</b>	19.95
VEAL MEDALLIONS – MUSHROOMS – MARSALA WINE SAUCE – GARLIC	
<b>POLLO PARMIGIANA</b>	19.95
BREADED CHICKEN BREAST – FRESH POMODORO – BASIL – TOPPED WITH FRESH MOZZARELLA	
<b>BISTECCA DI MANZO</b>	29.95
14 OZ. GRILLED NY STRIP – SAUTEED MUSHROOMS – ONIONS - HOUSE MADE GARLIC MASHED POTATOES / SAUTEED VEGETABLES	
<b>VEAL PARMIGIANA</b> **	30.95
16 OZ. BONE IN VEAL CHOP POUNDED – BREADED – FRESH TOMATO BASIL SAUCE- FRESH MOZZARELLA	
<b>COSTOLLETA DI VITELLO</b>	30.95
16 OZ. BONE IN GRILL VEAL CHOP – HOUSE MADE GARLIC MASHED POTATOES / SAUTEED VEGETABLES	
<b>ALL FISH ENTRÉE SERVE HOUSE MADE GARLIC MASHED POTATOES / SAUTEED VEGETABLES</b>	

## PIZZA

<b>MIAMI SPRINGS MARGHERITA</b>	16.95
TOMATO – MOZZARELLA – ARUGULA - PROSCIUTTO	
<b>CURTISS WAY PIZZA</b> **	17.95
CHERRY TOMATO – BUFFALA MOZZARELLA – GARLIC – SEA SALT	

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ABOVE MENUS AVAILABLE ONLY MONDAY THROUGH SATURDAY FOR EVENTS ENDING BY M PRICES BASED ON MINIMUM OF 50 PERSONS



## April through June "Ale Pub"

OPEN - WEDNESDAY – FRIDAY 4:00 PM TO 11:00 PM  
OPEN- SATURDAY 6:00 PM TO 11:00 PM

### HOT APPETIZERS

<b>MANGO CURRY CHICKEN QUESADILLA</b> **	7.95
WARM TORTILLAS – PACKED WITH GREEN PEPPERS – ONIONS – MOZARELLA CHEESE – SLICED CHICKEN BREAST COATED WITH HERBS – SPICES – MANGO CURRY SAUCE – SOUR CREAM	
<b>COCONUT SHRIMP</b> **	7.95
SHRIMP – HAND DIPPED – ROLLED IN COCONUT – FRIED TO GOLDEN – PAIRED WITH CARIBEAN MANGO MERMALADE	
<b>FRIED CALAMARI</b>	7.95
HAND TOSSED IN SEASONED FLOUR – TOPPED WITH PARMESAN CHEESE – THAI CHILI SAUCE	
<b>FRIED MOZZARELA</b>	7.95
MOZZARELLA PLANKS COATED WITH ITALIAN BREAD CRUMBS – FRIED GOLDEN COLOR – MARINARA SAUCE	
<b>SHRIMP QUESADILLA</b> **	9.95
WARM TORTILLAS – PACKED WITH SHRIMP - RED PEPPERS – ONIONS – MOZARELLA CHEESE –COATED WITH HERBS – SPICES – MEXICAN RED SAUCE – SOUR CREAM	
<b>SHRIMP WONTON (6)</b>	6.95
KEY WEST PINK SHRIMP – LEMONGRASS – SCALLIONS SWEET AND SOUR SAUCE – WASABI AIOLI	
<b>PORK TAQUITOS (5)</b> **	6.95
CONFIT PORK – SWISS CHEESE – ONION MOJO GUACAMOLE - CHIPOTLE MAYO	
<b>MILLIONER'S BACON</b>	6.95
TICK CUT BACON – BROWN SUGAR – RED CHILI FLAKES – SMOKED PAPRIKA	

### TRADITIONALS WINGS

AUTHENTICALLY AWESOME, AWARD WINNING BUFFALO NEW YORK STYLE WINGS

SIZE	SAUCES	FLAVORS	
<b>SNACK 7</b>	ASIAN ZINC	SWEET MEATS HEAT	6.95
<b>SMALL 10</b>	TERIYAKI	TASTY, SAVORY & FULL BODIE	8.95
<b>MEDIUM 15</b>	BOURBON HONEY MUSTARDI	BOURBON, SWEET & SPICY	12.95
<b>LARGE 21</b>	SWEET BARBEQUE	TRADITIONAL BBQ SAUCE	17.95

### SOUPS

<b>FRENCH ONION SOUP</b>	6.95
CARAMMALIZE ONION – BEEF BROTH - SHERRY – THYME – OLIVE OIL – THICK SLICE TOASTED BREAD – MELTY GRUYERE CHEESE	
<b>BLACK BEANS SOUP</b>	5.95
LACED WITH A BAY LEAVE – CUMIN – OREGANO	

### SALADS

<b>COBB SALAD</b> **	9.95
MIX GREENS – HARD BOILED EGGS – BACON – TOMATO – MONTERREY JACK CHEESE – CHEDAR CHEESE – TORTILLA CROUTONS	
<b>CAESAR SALAD</b>	6.95
CRISPY ROMAINE – TORTILLA CROUTONS – TOSSED WITH IN OUR CAESAR DRESSING	
<b>ADD</b> GRILL CHICKEN BREAST (6 OUNCES) <b>3.95</b> <b>ADD</b> GRILLED SHRIMP (5 EACH)	5.95
<b>CHICKEN ARUGULA</b> **	7.95
GRILLED CHICKEN BREAST – LEMON PIQUILLO PEPPERS – PARMESANO REGIANO – BALSMIC VINAIGRETTE	
<b>HOUSE STEAK SALAD</b>	12.95
SEARED CENTER CUT SIRLOIN – MIX GREENS – TOMATOES – RED ONIONS – BLUE CHEESE VINAIGRETTE	

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## SANDWICHES & BURGERS

<b>GRILLED FISH SANDWICH</b>	7.95
GRILLED MAHI-MAHI – BRIOCHE BUNS - CABBAGE VEGETABLE - ESCABECHE AJI AMARILLO MAYO	
<b>OLD FASHION B.L.T</b>	7.95
HICKORY SMOKED BACON – BRIOCHE BUNS – ICEBERG LETTUCE – TOMATO BACON MAYO	
<b>PORK CHICHARRON SANDWICH</b> **	7.95
BRAISED PORK – ROASTED BAGUETTE ROASTED GARLIC AIOLI SALSA CRIOLLA (ONION SALSA)	
<b>CLASSIC MIAMI SPRING BURGER</b>	7.95
SIRLOIN BEEF PATTY – BRIOCHE BUNS - WHITE AMERICAN CHEESE CHIPOTLE AIOLI – LETTUCE – RED ONION – TOMATOES	
<b>BACON CHEESEBURGER</b>	8.95
SIRLOIN BEEF PATTY – BRIOCHE BUNS - WHITE AMERICAN CHEESE CHIPOTLE AIOL – LETTUCE – RED ONION – TOMATOES & BACON STRIPS	
<b>BUFFALO RANCH CHICKEN SANDWICH</b> **	8.95
BREADED ALL WHITE CHICKEN BREAST COOK TO A GOLDEN CRISP – RANCH DRESSING - BRIOCHE BUNS - SWISS CHEESE - CHIPOTLE AIOLI LETTUCE – RED ONION – TOMATOES	
<b>PHILLY CHEESESTEAK</b>	7.95
THIN SLICED SIRLOIN STEAK – ROASTED BAGUETTE – PROVOLONE – PEPPERS – ONIONS – MUSHROOMS – SEASONING – ALIOLI MAYO	

## MEAT & POULTRY

<b>CURTIS WAY FILET MIGNON</b> **	27.95
9 OZ. GRILLED TO PERFECTION CENTER CUT – TENDER – JUICE	
<b>NEW YORK STRIP</b>	22.95
14 OZ. NEW YORK STRIP – GRILLED TO PERFECTION – FULL OF RICH FLAVOR	
<b>CENTER CUT SIRLOIN</b>	20.95
12 OZ. CENTER CUT – LEAN – HEARTY – FULL FLAVOR – SEARED TO PERFECTION	
<b>PORHOUSE</b> **	28.95
16 OZ. STRIP AND FILLET TENDERLOIN TOGETHER – LEAN – HEARTY – FULL FLAVOR – GRILLED TO PERFECTION	
<b>SLOW ROASTED PRIME RIB</b> **	23.95
SEASONED WITH SALT AND HERB CRUST – SERVED WITH AU JUS AND CARVED TO ORDER – ORIGINAL OR GRILLED	
<b>RIBEYE</b>	23.95
16 OZ. GRILLED TO PERFECTION – JUICE - SAVORY	
<b>BONE-IN CUT RIBEYE</b> **	28.95
JUICE – BONE IN – EXTRA MARBLED FOR TENDERNESS	
<b>PORK PORTERHOUSE</b>	16.95
16 OZ. STRIP AND FILLET TENDERLOIN TOGETHER – LEAN – HEARTY – FULL FLAVOR – GRILLED TO PERFECTION	
<b>NEW ZEALAND RACK LAMB</b>	28.95
GRILLED TO PERFECTION – MINT JELLY	
<b>ARGENTINIAN MIX GRILLED MEAT PARRILLADA</b>	17.95 pp
SHORTS RIBS – CHURRASCO – SAUSAGES – SWEETBREAD – CHINCULINES – BLOOD SAUSAGE	
<b>CORNISH HEN</b> **	14.95
ROASTED ORGANIC CORNISH HEN – HOME MADE FRIES – SEASONAL VEGETABLES – CHICKEN JUS	
<b>PATO AL HORNO TOSTADO</b> **	17.95
ROASTED TO PERFECTION HALF OF DUCK – BLACK CURRANT SAUCE – RICE PILAF	
<b>CHICKEN RIOJANA</b>	17.95
OVEN BAKED BONELESS CHICKEN BREAST – PEPPERS – ONION – GARLIC	
<b>BRAISED RABIT SHERRY JEREZ</b> **	19.95
BRAISED RABIT – SHERRY – FRESH TIME – RICE PILAF	

## SIDES

<b>BROCOLI SALTEADO</b>	5.95
SAUTEED BROCCOLI RAPINI – GARLIC – OLIVE OIL – CRUSHED RED PEPPER	
<b>CREMA DE ESPINACA</b>	5.95
CREAM SPINACH – GARLIC – OLIVE OIL	
<b>VEGETALES A LA PARRILLA</b>	5.95
GRILLED VEGETABLE OF THE DAY	
<b>PURE DE PAPAS ROJAS Y AJO</b> **	5.95
RED BLINTZ MUSHPOTATOES - GARLIC	

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## July through September "Spanish" Cuisine

OPEN - WEDNESDAY – FRIDAY 4:00 PM TO 11:00 PM  
OPEN- SATURDAY 6:00 PM TO 11:00 PM

### TAPAS FRIAS - COLD APPETIZERS

<b>BOQUERONES EN VINAGRE</b>	**	7.95
FRESH ANCHOVIES – MARINATED IN VINAGER – GARLIC – PARSLEY – OLIVE OIL		
<b>MEJILLONES A LA VINAGRETA</b>	**	7.95
MUSSELS – SPANISH VINAIGRETTE DRESSING		
<b>JAMON SERRANO</b>		7.95
SERRANO HAM		
<b>QUESO MANCHEGO</b>		7.95
MANCHEGO CHEESE WEDGES		
<b>FIAMBRES VARIADOS</b>	**	9.95
SERRANO HAM – COMBINATION OF CURED PORK LOIN		
<b>QUESO MANCHEGO CURADO AL ACEITE DE OLIVA Y FINAS HIERBAS</b>		8.95
MANCHEGO CHEESE WEDGES – CURED ON EXTRA VIRGEN OLIVE OIL – FINE HERBS		
<b>COCTEL DE LANGOSTINOS (5)</b>	**	9.95
JUMBO SHRIMP COCKTAIL		

### TAPAS CALIENTES - HOT APPETIZERS

<b>CHORIZO QUEMAO AL BRANDY</b>	**	8.95
SPANISH SAUSAGES FLAMBE IN BRANDY		
<b>CALLOS A LA MADRILEÑA</b>		8.95
CALF'S TRIPE STEW – SERRANO HAM – SPANISH SAUSAGES		
<b>CHAMPIÑONES AL AJILLO</b>		8.95
SAUTED MUSHROOMS – OLIVE OIL – DICE GARLIC – SERRANO HAM		
<b>VIERAS A LA PLANCHA</b>	**	13.95
GRILLED SCALLOPS		
<b>GAMBAS AL AJILLO</b>		9.95
SAUTEED SHRIMP – OLIVE OIL – GARLIC - PARSLEY		
<b>CROQUETAS DE BACALAO</b>		7.95
COD FISH CROQUETTES		
<b>CROQUETAS DE POLLO Y JAMON SERRANO</b>		6.95
CHICKEN BREAST – SERRANO HAM – CROQUETTES		
<b>CALAMARES A LA ANDALUZA DOS SALSAS</b>		8.95
BREADED FRIE SQUID – TWO SAUCES – MANGO – MARINARA		
<b>CALAMRES A LA PLANCHA</b>		8.95
GRIDLE SQUID – OLIVE OIL – GARLIC - PARSLEY		
<b>TRANCA DE TORTILLA ESPAÑOLA</b>		4.95
SPANISH OMELETTE – POTATOE – ONION		
<b>PIMIENTOS DE PIQUILLOS RELLENOS DE BLANDADA DE BACALAO</b>		12.95
ROASTED PIQUILLOS PEPPERS – FILLED WITH COD FISH MOUSSES – TWO SAUCES		

### SOPA FRIA - COLD SOUP

<b>GAZPACHO ANDALUZ</b>	5.95
COLD FRESH VEGETABLE SOUP – ONIONS – GREEN PEPPERS – GARNISH WITH FRESH DICE CUCUMBERS - CROUTONS	

### SOPA CALIENTES - HOT SOUP

<b>SOPA PUERTO SANTA MARIA</b>	6.95
SEAFOOD CHOWDER WITH FRESH TOMATO AND A TOUCH OF PERNOD	
<b>CREMA DE LANGOSTA</b>	** 7.95
LOBSTER BISQUE	
<b>SOPA DE CEBOLLA</b>	** 7.95
ONION SOUP	

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## ENSALADAS - SALADS

<b>ENSALADA DE ESPARRAGOS</b>	7.95
WHITE ASPARAGUS SALAD – OLIOI VINAIGRETTE	
<b>ENSALADA MIXTA Y BONITO</b>	** 9.95
HEARTS OF PALM – ARTICHOKE HEARTS OF PALM – ARTICHOKE – WHITE TUNA “BONITO” FISH – BED OF GREENS – SPANISH VINAIGRETTE	
<b>ENSALADA CESAR</b>	7.95
ROMAINE LETTUCE – HOME MADE CROUTONS – PARMESAN CHEESE	
<b>ADD</b> GRILL CHICKEN BREAST (6 OUNCES) <b>3.95</b> <b>ADD</b> GRILLED SHRIMP (5 EACH)	5.95

## ARROCES - RICE DISHES

<b>PAELLA VALENCIANA</b>	19.95
SEAFOOD PAELLA – CHICKEN	
<b>PAELLA MARINERA</b>	** 22.95
SEAFOOD – FISH PAELLA	
<b>PAELLA VEGETARIANA</b>	19.95
ARTICHOKE – ASPARAGUS – GREEN BEANS – GARBANZOS – LIMA BEANS – ROAST PEPPERS – SWEET PEAS	

## CARNES Y AVES - MEAT & POULTRY

<b>COCHINILLO A LA LEÑA</b>	** 19.95
YOUNG PIG – ROASTED IN A FIRE WOOD OVEN – SEASONAL VEGETABLES – POTATOES	
<b>CHULETAS DE CORDERO CASTILLA LA VIEJA</b>	19.95
HERB MARINATED RACK OF LAMB – ON A BED OF VEGETABLES – YELLY MINT ALIOLI	
<b>CHULETA DE TERNERA AVILA</b>	** 29.95
CHARD BROILED TO PERFECTION VEAL CHOP – GRILLED SEASONAL VEGETABLES	
<b>SOLOMILLO AL NIDO</b>	** 28.95
FILET MIGNON MEDALLIONS – MUSHROOM SAUCE – NEST GOLDEN FRIED POTATOES	
<b>SOLOMILLO A LA PLANCHA</b>	** 28.95
GRILLED FILET MIGNON – MUSHROOMS – GRAPE SAUCE – BRANDY	
<b>NEW YORK DE RES PARRILA</b>	27.95
GRILLED NEW YORK STEAK – VEGETABLES – POTATOES	
<b>NEW YORK STEAK PARRILLA A LA PIMIENTA</b>	27.95
GRILLED NEW YORK STEAK – VEGETABLES – POTATOES – GREEN PEPPER CORN SAUCE	
<b>POLLO PLANCHA</b>	15.95
GRILLED BREAST OF CHICKEN – MARINATED WITH FINE HERBS – OLIVE OIL	

## PESCADOS - MARISCOS & FISH - SEAFOOD

<b>PARGO A LA SAL “PARA DOS”</b>	** 22.95 PP
WHOLE FLORIDA RED SNAPPER – BAKED IN A CRUST OF SEA SALT – GARLIC ALIOLI – CAPER BUTTER SAUCE ***	
<b>FILETE DE PARGO EN SALSA VERDE</b>	17.95
FILET RED SNAPPER – OVEN BAKED – PARSLEY AND OLIVE OIL	
<b>SALMON A LA PARRILLA</b>	17.95
GRILLED FILET OF SALMON – BED OF VEGETABLES – BERNAISE SAUCE	
<b>PARGO AL HORNO ALFONZO “PARA DOS”</b>	** 22.95 PP
WHOLE RED SNAPPER – BAKED IN A FIRE WOOD OVEN – WHITE WINE – FINE HERBS – ONIONS – TOMATOE – BED OF POTATOES	
<b>BACALAO A LA VIZCAINA</b>	** 19.95
SAUTEED COD FISH – ONIONS – GARLIC – RED BELL PEPPERS – FRESH TOMATOE SAUCE	
<b>PARRILLADA DE PESCADO Y MARISCOS</b>	** 27.95
GRILLED ASSORTED SEAFOOD – FISH – LIGHT GARLIC SAUCE	
<b>LANGOSTINOS A LA PLANCHA</b>	27.95
GRILLED WHOLE JUMBO SHRIMP – LIGHT GARLIC SAUCE	

## VEGETALES - VEGETABLES

<b>SPINACA A LA ANDALUZA</b>	** 7.95
SAUTEED SPINACH – OLIVE OIL – GARLIC – SERRANO HAM	
<b>ESPARRAGOS GRATINADOS</b>	** 8.95
ASPARAGUS AU GRATIN	
<b>PARRILLADA DE VEGETALES</b>	15.95
ASPARAGUS – TOMATOES – BABY CARROTS – ARTICHOKE HEARTS – SWEET PEPPERS – FINE HERBS	

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**KID DOUBLE BOGGIE \$6.95**

3 – CHICKEN DRUMSTICK PLATE  
1 – MASHED POTATOE & GREAVY  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
MILK  
ORANGE JUICE

**KID DRIVES \$6.95**

GRILLED CHEESE SANDWICH  
FRENCH FRIES  
GRANOLA CRUNCHY BAR OAT'S N HONEY  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
MILK  
ORANGE JUICE

**KID FREE DROP \$6.95**

MIAMI SPRINGS KID BURGERS  
FRENCH FRIES  
GRANOLA CRUNCHY BAR OAT'S N HONEY  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
GATORATE  
ORANGE JUICE

**KID HANDICAP \$6.95**

GRILLED HEBREW NATIONAL HOT DOG  
FRENCH FRIES  
GRANOLA CRUNCHY BAR OAT'S N HONEY  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
GATORATE  
ORANGE JUICE

**KID TEE OFF \$6.95**

GRILLED CHICKEN BREAST  
FRENCH FRIES  
GRANOLA CRUNCHY BAR OAT'S N HONEY  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
GATORATE  
ORANGE JUICE

ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE + 7% SALES TAXES  
ABOVE MENUS AVAILABLE ONLY MONDAY TO SATURDAY FOR EVENTS ENDING BY 10:30 AM PRICES BASED ON MINIMUM OF 10 KIDS

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Have certain medical conditions – Section 3-603.11, FDA Food Code

– BRIOCHE BUNS

## *Miami Springs Sunday Brunch*

It's just that good. Miami Springs Golf Club the Food and Beverage Department will bring to City one of the Best Brunch features over 111 feet of "brunchy goodness" and is served beginning in July, 2017 through April 30 2018. This new Venue will bring is not just brunch... it's an event – that you, family and friends will remember and return to again and again.....

Sunday Brunch at Miami Springs will feature everything you might expect from Sunday Brunch, but so much more.

Prepare to enjoy...

Signature Breakfast Drinks "BOTTOMLESS" such as Grey Goose Bloody Mary, Mimosas, Man-Mosas, Bellinis and more!

- ☒ Seafood Station & Raw Bar – featuring crab cakes, steamed clams and mussels, crab legs, peel and eat shrimp and hand-shucked oysters
- ☒ Traditional brunch favorites such as scrambled eggs, sausage, apple wood smoked bacon and ham and home fries
- ☒ Million Dollar Bacon – The sweet and spicy flavor after you taste, will make say "WOW" this taste like a Million Bucks!!
- ☒ Omelets Station - Made to order omelets with mix-ins and Belgian waffles with warm maple syrup
- ☒ Meat selection " By the Pound eatery " " Open Flame Cooking "– you will be selecting your choice of meat and cook to perfection on a variety like Rack of Lamb, Denver steak, Rib-Eye, Argentinean Sausages (mild or spicy), Blood Sausages, Sirloin Burgers, Porterhouse, Strip Steak, Top Sirloin, Short Ribs and Pork Loin and other hand carved selections with paired sauces.
- ☒ Seafood Paella "Open Flame Cooking" will start to cook by our chef every other hour
- ☒ Open Flamee Cuban Style "La Caja China Roasted Pig"
- ☒ Seafood, poultry and pasta entrees that vary weekly providing fresh flavors
- ☒ An impressive offering of seasonal vegetables, accompaniments, at list 10 different type of salads, side dishes at list 10, and fruit
- ☒ Kids' Buffet – all the little ones' favorites with chicken tenders, Mac-n-cheese bites, and mini-cheeseburgers
- ☒ Breakfast breads, pastries, muffins and bagels with cream cheese and smoked salmon
- ☒ Dessert Station – Miami's Famous Key Lime , Coconut Flan , a Funnel Cake Fry Station with sweet toppings and powdered sugar, cakes, treats, sweets and delectable

Breakfast juices, soft drinks, freshly brewed coffee, decaf and hot tea are included

"Miami Springs Sunday Brunch" will be served every other Sundays 10am to 4pm from July 2017, through April 30, 2018.

Some special events such as Easter Buffet, Mother's Day Buffet, and Brunches with Santa may occur in place of Sunday Brunch and can have different menus, pricing, and hours. [Check Our Online Calendar on this website](#) for more details for when Sunday Brunch will resume.

## GENERAL INFORMATION

The Miami Springs Golf and Country Club is proud to have the opportunity to provide you with fine facilities and we would like you to help us keep it that way.

You should understand that The Miami Springs Golf and Country Club has a policy that any damages to property or equipment must be charged back to the host.

Members and their guests are prohibited from introducing prepared foods or beverages into the property of The Miami Springs Golf and Country Club for consumption other than wedding cakes.

The Miami Springs Golf and Country Club reserves the right to assess a cancellation charge, based on costs incurred by it, on all functions guaranteed and then cancelled.

## CLUB POLICIES INFORMATION

### MINIMUMS

All events are required to meet a minimum expenditure.

Minimums may vary due to date, time, room selection, or size of the event.

Room minimums do not include service charge, state sales tax, ceremony fees, or rental items.

The requirements are quoted prior to booking the event and are stated in the Private Events Confirmation Agreement. For minimum requirements for an event under consideration, please contact the Director of Sales.

## EVENTS DETAILS

All evening events have a maximum time limit of five (5) hours; daytime events have a maximum time limit of four (4) hours. If additional time is required, arrangements may be made with our Director of Sales prior to the event.

Additional charges may apply. If you have your ceremony onsite, we provide you with one (1) additional hour of consecutive rental.

All events must end no later than 1:00 am. We ask you to confirm the total number of guests that will be attending at least seven (7) days prior to the date of your event.

The attendance figure you provide by that date will not be subject to reduction. Final menu selections, room arrangements, and other details are due forty-five (45) days prior to your event. Menu pricing can be guaranteed up to ninety (90) days prior to your event.

After you provide us with the final selections and arrangements, we will present you with a Banquet Event Order confirming the specific requirements of your event.

## ALCOHOL

The Florida Division of Alcoholic Beverages and Tobacco govern Alcoholic Beverages sales. The Miami Springs Golf and Country Club being a private own by the Home Owners of the City of Miami Springs and Public for the used for the non-owners, does not permit any Alcoholic Beverages to be brought on the property from any outside source. Alcoholic beverages sales are priced according to currants Club prices. The Florida Liquor Laws do not allow services of Alcoholic Beverages to a minor. You must be 21 years old of age to purchase or consume Alcohol

## CLUB CHARGES

If your event requires special or additional set-up a fee will be assessed for this service. A 25% security deposit (based on event total) is required for parties when the date has been confirmed. An additional 25% deposit is required six (6) months prior to the event. Final estimated payment including service charges and hosted bar charges are due 14 days prior to the event with any remaining balance due the day of your event. All banquets and parties will be scheduled with a starting and an ending time. Any additional time will be charged a t \$300.00 per hour

## FOOD TASTING

Each booked client with an estimated invoice of \$5,000 or more is invited to attend a food tasting prior to the event. Private Tastings require a minimum of two (2) people and will be charged at \$25.00 per person. Private Tastings are only available during regular office hours.

## VENDORS

The Miami Springs Golf and Country Club requires that all vendors be licensed and insured. Proof of insurance will be required. We do not allow outside Food or Beverage. Vendors are guaranteed admittance to set up one (1) hour prior to the start of your event.

## STORAGE

Please notify your vendors that The Miami Springs Golf and Country Club will not provide storage for any event items. Therefore, all items must be removed at the conclusion of the event. The Miami Springs Golf and Country Club will not be responsible for articles lost, stolen, or left unattended during or after the conclusion of your event.



## GUARANTEE

The Miami Springs Golf and Country Club must be furnished with a maximum guarantee of the number of guests attending seven (7) business days prior to the function. Any increase in the number of guests less than seven (7) business days prior to the event will result in an extra charge. All food remaining at the end of a function becomes property of The Miami Springs Golf and Country Club. Due to fluctuation of wholesale food prices, we are unable to guarantee prices more than 90 days prior to an event.

## TAX & GRATUITY

Gratuities for food and beverage will be 18% for Miami Springs Residents and 20% for non-Residents. These gratuities, plus 8% Florida State Sales Tax, will be added to quoted prices

## VALET PARKING

VALET PARKING WILL BE OFFER TO THE GOLFERS, PRIVATE EVENTS AND SPECIALS EVENTS, CURTISS'S PIANO BAR GUESTS, MAJESTIC CASUAL DINING AND SUNDAY'S BRUNCH IF THE CITY OF MIAMI SPRINGS ALLOWED AMBER 18 HOLES SERVICES ON RFP TO INDEPENT COMPANIES TO PROVIDE THE VALET PARKING SERVICES

THE SELECT COMPANY WILL PROVIDE:

- 1- LIABILITY INSURANCE AS ADITION THE CITY OF MIAMI SPINGS
- 2- WILL PROVIDE ALL LABOR, SUPERVISION, EQUIPMENTS AND ALL OTHERS ITEMS NECESSARY TO OPERATE AN HIGHT QUALITY SERVICES AT THE CITY OWN MAIN PARKING STRUCTURE

THE PROPOSED DAYS AND HOURS OF OPERATION ACCORDANCE TO NEED OF THE BOOKING TOURNAMENTS, LUNCH UPON REQUEST, EVENTS UPON REQUEST AND ACOMPLISH WITH THE CURTISS' PIANO BAR AND MAJESTIC CASUAL DINING

## BREAKFAST KIDS MENUS

### KID HOLE IN ONE \$4.25

3 – SILVER DOLLARS PANCAKES  
1 – EGGS SCRAMBLE  
2 – SAUSAGES OR BACON  
GLASS OF: CHOCOLATE MILK  
MILK  
ORANGE JUICE

### KID BERTIE \$5.95

3 – SILVER DOLLARS PANCAKES  
2 – EGGS SCRAMBLE  
2 – SAUSAGES OR BACON  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
MILK  
ORANGE JUICE

### KID EAGLE \$5.95

JUNIOR HAM & EGG MELT  
SERVED WITH MOTT'S APPLE SAUCE  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
MILK  
ORANGE JUICE

### KID PAR \$5.95

JUNIOR CHIKEN STRIPS & WAFFLES  
SERVED WITH WHIPPED BUTTER  
SERVED WITH MOTT'S APPLE SAUCE  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
MILK  
ORANGE JUICE

### KID BOGGIE \$5.95

GRILL CHEESE SANDWICH  
HOME POTATOES  
SERVED WITH MOTT'S APPLE SAUCE  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
MILK  
ORANGE JUICE

ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE +  
7% SALES TAXES  
ABOVE MENUS AVAILABLE ONLY MONDAY TO SATURDAY FOR EVENTS ENDING BY 10:30 AM  
PRICES BASED ON MINIMUM OF 10 KIDS

CONSUMER ADVISORY  
Consuming raw or undercooked meats, poultry, seafood, shellfish or  
Eggs may increased your risk of food borne illness, especially y you  
Have certain medical conditions – Section 3-603.11, FDA Food Code

– BRIOCHE BUNS

## LUNCH KIDS MENUS

### KID DOUBLE BOGGIE \$6.95

3 – CHICKEN DRUMSTIC PLATE  
1 – MASHED POTATOE & GREAVY  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
MILK  
ORANGE JUICE

### KID DRIVES \$6.95

GRILLED CHEESE SANDWICH  
FRENCH FRIES  
GRANOLA CRUNCHY BAR OAT'S N HONEY  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
MILK  
ORANGE JUICE

### KID FREE DROP \$6.95

MIAMI SPRINGS KID BURGERS  
FRENCH FRIES  
GRANOLA CRUNCHY BAR OAT'S N HONEY  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
GATORATE  
ORANGE JUICE

### KID HANDICAP \$6.95

GRILLED HEBREW NATIONAL HOT DOG  
FRENCH FRIES  
GRANOLA CRUNCHY BAR OAT'S N HONEY  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
GATORATE  
ORANGE JUICE

### KID TEE OFF \$6.95

GRILLED CHICKEN BREAST  
FRENCH FRIES  
GRANOLA CRUNCHY BAR OAT'S N HONEY  
1 – SEASONAL FRUIT  
GLASS OF: CHOCOLATE MILK  
GATORATE  
ORANGE JUICE

ALL PRICES ARE PER PERSON + 18% SERVICES CHARGE +  
7% SALES TAXES  
ABOVE MENUS AVAILABLE ONLY MONDAY TO SATURDAY FOR EVENTS ENDING BY 10:30 AM  
PRICES BASED ON MINIMUM OF 10 KIDS

CONSUMER ADVISORY  
Consuming raw or undercooked meats, poultry, seafood, shellfish or  
Eggs may increased your risk of food borne illness, especially y you  
Have certain medical conditions – Section 3-603.11, FDA Food Code

## 5.- Planned Improvements Proposal, Investment and Timeframe completion

Amber 18 Holes Service LLC is committed to make important improvements from an integral perspective: Quality of Food, Quality of Services and the best Facilities Environment.

5.1.- Quality of Food is going to be under the umbrella of our Executive Chef, Thierry Matamoros, one of the Best Chef in the East side of the US. All the Menus have been carefully designed to be unique and to give our customer the best possible dining experience.

5.2.- Quality of Service, as we mentioned in the hiring and training process (see point 4.2), this is one of our main strengths. The members and associates of our company are mainly recognized for its experience on the quality of Service in all the multiple locations, Hotels and hospitality facilities were they have been leaders and gotten all the recognition from the most recognized key opinion leaders on the market (see Some Reference Letters in B.3). Our Services model comprise a series of important aspects that all together make our company the best on its class, such as:

- The best people Trained and become experts in customer service
- Processes and Procedures put in place to guarantee our Quality of Service.
- Maintenance and Cleaning are incorporated in all our process and procedures.
- Waste Management and Environment is also one important aspect in our operation. For that we will provide adequate refuse containers and we will take care of trash disposal to avoid overflowing. We will also have a recycling trash container to contribute to the city's environment request and commitment with our society. (Please See proposal from Alternative Waste Solution in the forms and Quotes at the end of this proposal (see D3).

**5.3.- The last but not least, Amber 18 Holes Service LLC will made substantial upgrades in technology and to the facilities as follow:**

### 5.3.1.- New Technology as a differentiator and process improvement:

New technology and Point of sales (POS see details below) with the respective ancilliary devices (bluetooth printers) will be installed at the different services area to:

- Improve alignment of strategies and operations
- Improve productivity and insight  
Leverage services and analytics.  
Improve operational efficiency and productivity .
- Reduce costs through increased flexibility  
Use enterprise services architecture to improve process standardization, efficiency, and adaptability.  
Extend transactions, information, and collaboration functions
- Support changing industry requirements  
Reporting, taxes and business intelligence.
- Reduce risk
- Improve financial management and corporate governance

Gain deep visibility into our organization with financial and management accounting functionality combined with business analytics.

Increase profitability, improve financial control, and manage risk.

- Optimize IT spending  
Integrate and optimize business processes.  
Eliminate high integration costs and the need to purchase third-party software.
- Gain higher ROI faster  
Install POS FCC Class B CE, UL devices using rapid-implementation techniques that cost less than half what traditional approaches cost.  
Leverage preset defaults and prepackaged versions available for specific restaurant business.  
(Windows 8.1 Retail and Professional)
- Retain top performers  
Link employees' performance to compensation programs such as variable pay plans.
- Provide immediate access to enterprise information  
Give employees new ways to access the enterprise information required for their daily activities.

Below you have an illustration and technical specs of the proposed POS.



Main Components	
Processor	Intel® Atom™ Z3745 @1.33GHz with the burst frequency @1.86GHz, 2MB Cache
Chassis	Baytrail-T
System Memory	2GB DDR3L
Storage	
Flash Memory	32GB eMMC
MicroSD Slot	MicroSDHC up to 128GB
LCD	
LCD Size	7" or 10.1"
Resolution	7" 1280 x 800 or 10.1" 1920 x 1200
Standard Peripherals	
Rear Camera	5MP with autofocus
Wrist Strap	2-point hand strap
MSR	Integrated 3-track USB MSR with encryption option
Power	
Battery	5000mAh, 3.7V
Optional Peripherals	
Smart Chip Reader	EMV E2 Certified
Barcode Scanner	Integrated 2D Barcode Scanner with USB Interface
Fingerprint Reader	Capacitive Fingerprint reader
Optical Data	3D Stereo Cam Slot
Battery Charger	5-bay battery charger
Optional Options	
Charging Dock	Standard Dock, comes with USB OTG Cable
Printer Dock	Comes with 4 x USB, 1 x Serial, 1 x LAN with optional VGA Port
Connectivity	
Wireless	802.11 a/b/g/n with 2.4GHz/5GHz Support
Bluetooth	4.0+LE (Class2)
3G	Optional
NFC	Supported
Environment	
Operating Temperature	0°C ~ 40°C (32°F ~ 104°F)
Storage Temperature	-10 ~ 45°C (-14.5°F ~ 114°F)
Operating Humidity	20% ~ 80% RH non-condensing
Storage Humidity	20% ~ 80% RH non-condensing
Certification	
EMC & Safety	FCC Class B, CE, UL
Dust & Water Proof	IP54 Front Bezel
Dimensions	
Dimensions (WxDxH)	8" x 5" x 1.4" for Quest 7; 10.6" x 6.9" x 1.4" for Quest 10
Weight	1.47 LBS for Quest 7; 2.08 LBS for Quest 10
Operating Humidity	20% ~ 80% RH non-condensing
Storage Humidity	20% ~ 80% RH non-condensing
Operating System	
OS Support	Windows 8.1 Industry Retail and Professional, Windows 10 IoT Enterprise and Professional

### 5.3.2.- Remodeling, Alterations and Infrastructure:

One of our major investment efforts will be focus on the facilities upgrades.

#### Curtiss's Piano Bar

We will build up "Curtis Piano Bar", with delicious Tapas menus, exotic drinks accomplished with live music as a complementary Wednesday through Saturday.

Curtiss's Piano Bar will be completely upgrade with elements alluding the aviation, paying tribute to the City of Miami Springs' founder, Glenn Hammond Curtiss, "The Father of Naval Aviation" .

Below you can see some illustrations of our design proposal for Curtiss's Piano Bar

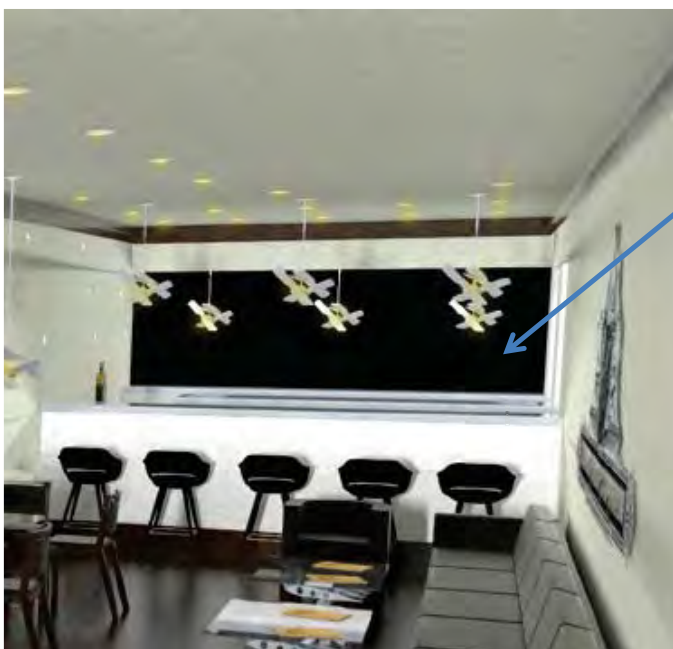






#### The Grill and Legend Bar

Other important improvement will be the relocation of the Legend Bar from its actual location at the Grill to the Dividing wall between Curtiss's and Grill Area. This pretty New fashioned Bar will be a Double side open Bar to attend both areas, Grill area and Curtiss's Piano Bar.



Double Side.  
Legend Bar.  
Attending Curtiss's Piano Bar and  
Grill area.

The Grill area will also be upgrade

### Majestic Casual Dining

Other of our mayor changes and investments will be on the Majestic Casual Dining room. Majestic will become the main casual dining and meeting room at the Club House (see point 3.4.2 for more details). We will move the bar at the Majestic to his original position early in the 2000's, will remodel the floor, ceiling, illumination system, among others. New furniture will be brought to create a complete new style and new look for the day to day operation as a regular dining room for the use of the patrons and guest of the Golf and Country Club as any events Monday to Saturday with a touch of a fine dining experiences. Global Cuisines with "Guest Chef" around Miami bringing their signatures menus to us without you driving to their Restaurant. Our customers will walk into an inviting, family-oriented atmosphere, greeted by friendly and very professional staff and familiar faces. We are committed to providing quality from the moment one enters our doors. As follow you can see some illustrations of the proposed style for the Majestic Casual Dining room.



### Outdoor Patio in Front of Majestic:

Previous approval from City's Management, Amber 18 holes Services is interested in remodeling and upgrading the outdoor patio in front of Majestic in order to complement and integrate it to the Majestic's service offers and special events, in special during Sunday Brunch. We have different proposals which need to be approved by the City's management in order for us to proceed with the alterations and remodeling. As follow there are some ideas of styles we would like to implement in the front patio:



No awnings or other projections shall be attached to the outside walls or facade of the Food and Beverages facilities premises. Light structures will be used with the previous approval of the City's Management.



Dynasty and outdoor uncovered patio:

We will keep Dynasty luxury and fine style for Special events, banquets, wedding, religious parties among others (see 3.4.4). From Infrastructure perspective, basic upgrades will be done, such as: new painting, illumination system adjust, cleaning and eventually Carpet will be removed and new floor will be installed previous approval from City's management. The same will be done to outdoor Patio, New pressure cleaning, painting and Gazebo upgrade will be performed. Landscaping design will also be integral part of our proposal.

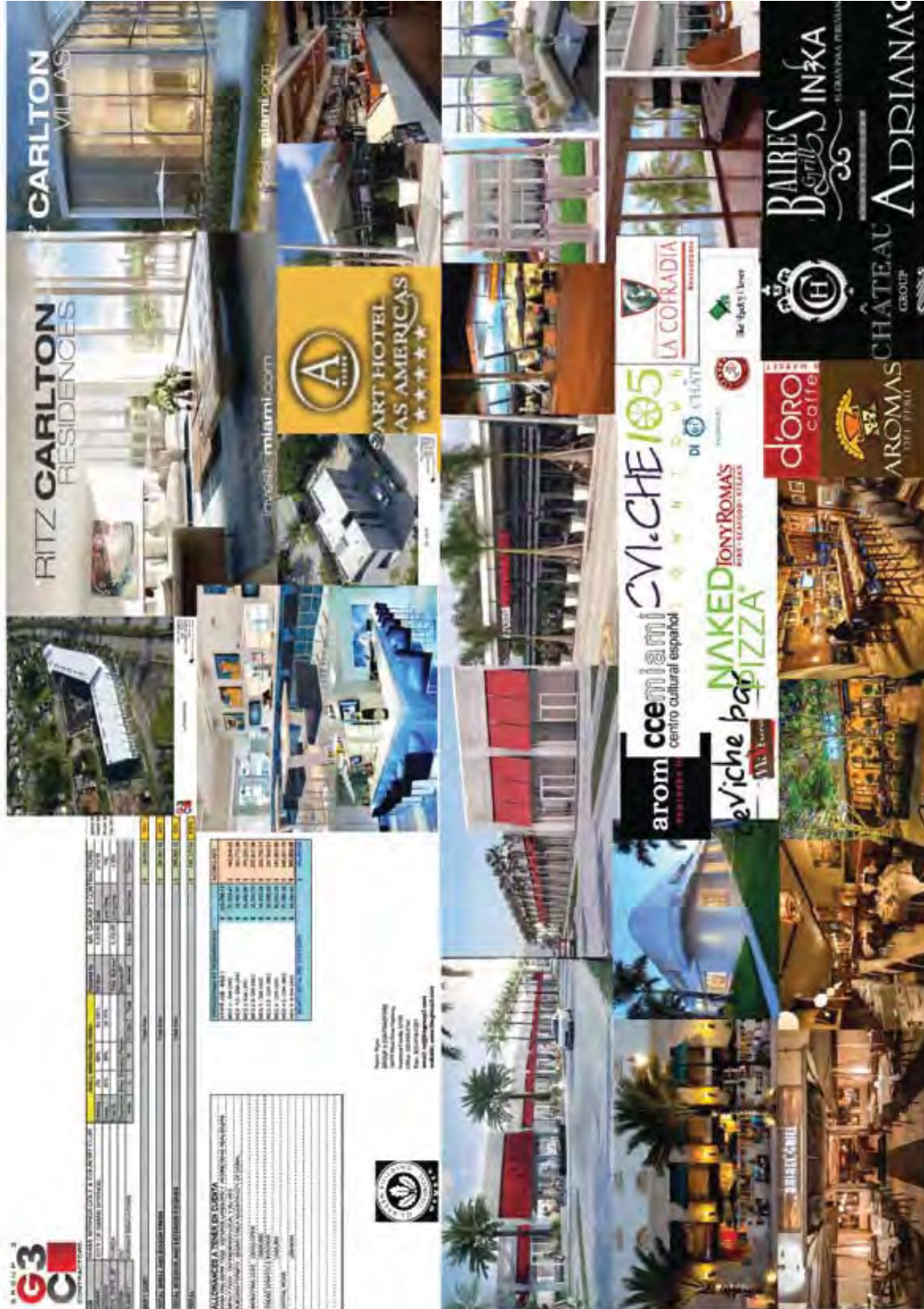
#### 5.4 Remodeling and alterations Investment and timeframe.

As explained in the financial analysis, we have an estimation of initial investment of US\$ 500.000,00 (see point 7.1 for details) for remodeling and alterations. Time frame to execute all the remodeling, alteration, rough and fine finishing will take us around six (6) months for execution and completing all the programmed jobs. Food and Beverages Operation will continue during the remodeling process, basically focus in the Grill Area while major jobs are performed on Curtiss's Piano Bar and Majestic Casual Dining Room.

Below there is a Preliminary budget (pending adjustments and negotiations with our partner G3C) and timeframe details per activity.







**6. Proposed Length of time required, from notification of award , to fully mobilize workforce and equipment to begin Operations.**

Our Operation and Construction team are fully prepared to start the different activities once the RFP is awarded to Amber 18 Holes Services LLC. During the remodeling and switching over process under our company operation and control, The Kitchen, Bar and Grill will be attending the golfers and visitors but in a limited services (compare to Customer Value proposition offered by AMBER 18 Holes and Services LLC on this proposal), offering similar menus as current operator until our team (Barmans, Servers, Line Prep, etc) are fully trained, Chef and cooks are ready to switch to our new offer of Product and Services (See 3.4 on this proposal) and the rest of the areas are completely remodeled according to our proposal (see point 5). To be more specific, Amber 18 Holes Services LLC can start the Operation of the B&F facilities 3 business days from Contract start day (i.e., starting on Wednesday January 12th, 2017), which is 1 month from Notification of award (December 12th, 2016 on RFP). In case the City and current administration allow us to setup our POS (point of Sales) and other processes some days before, we could start the operation same day of the Contract starting date.

## 7 Financial Analysis

As follow, we have developed the Forecasted Financial Business Case for the newly created company Amber 18 Holes Services LLC as well as the expected profit yield for the Food and Beverages Operation at the Miami Springs Golf and Country Club. The case provided clearly outline the financial information necessary to make decisions for:

- Investment
- Profit
- Sales Goals
- Cost Analysis
- Break Even Point
- Profit and Loss Projections
- Cash Flow

We have created a 5 years forecasted P&L (see Table 7.1) Statement. Our finance manager, located in our corporate office in Miami, will track and measure budget projections based on Key Performance Indicators (KPIs) to be established as soon the operation is awarded to Amber 18 Holes Services LLC .

The company is going to perform its main activities at Miami Springs Golf and Country Club Food and Beverages facilities.

Our investment and Finance projections are based on the Market analysis and the great experience of our partners developing restaurants, cafes and dining facilities

Additionally, we are going to work with Golf course General Management and City Management for establishing credibility, creativity and opening doors to turn the Miami Springs Golf and Country Club into the preferred point of destination for entertainment and dining in the City.

### 7.1 Investment:

The business will require an initial investment of US\$600.000.00 approximately divided as follows:

- US\$ 500.00,00 Aprox. in facilities adaptation and remodeling (see Details in point “5.- Improvement Proposal: investment and timeframe for completion”) . Amber 18 Holes services LLC at its sole cost and expense will be responsible for all restoration and Food & Beverage’s area alterations and the replacement of trade fixture, furniture and furnishings and equipments.

- US\$ 100.000,00 Working capital (first two months).

Amber 18 Holes Services LLC's stockholders, using its own and third party (banks and financial institutions) funds, will provide all the funds for the initial investment

It is important to mention that we estimate that the first 6 months will be used for investing in permits, remodeling, adaptation, alterations, marketing and licenses in order to comply with all the City requirements as well as to put the facilities at the quality level offered on this proposal. For that reason we request a rent grace period during the first six (6) months of 2017. See Revenue Proposal (Part "C" of this document) for Details. On the other hand, As you can see in Cash Flow Analysis, we have 2 scenarios; the first one without 6 months grace period vs. the second one with a 6 month grace period. After analyzing both scenarios we can conclude how important is for Amber 18 Holes Services LLC to get the 6 months grace period to avoid incurring in cash flow problems during the operation as well as making all the efforts to get the best quality and improvements in the Club House facilities. Extending the period of time of the agreement could help us to improve the forecast and Revenue Proposal but base on your response on the amendment # 1 Q&A # 43, 5 years is the maximum time for the agreement base on the City's Charter 1.04 Subsection 5

## 7.2 Income Sources:

We based our projection in three main sources of income:

The first one will be Food sales, the second source of income will consist in beverages, beer, wine and liquor sales and the third source of income will be the special events, corporate meetings, Golf tournaments, Wine Seminars, Food fairs, among others explained in our marketing plan (see point 3.- Marketing Plan for details)

## 7.3 Costs and expenses:

The costs and expenses are estimated based on the local prices of such items: Food, Beverages, Services, Linen, music and entertainment, among others. We anticipate payroll expenses, which include: a General Manager, one executive chef, (6) line cook, one (3) Prep. Cook, ten (10) servers, 2 hostess, 6 barman among others (See Org Chart for details 4.1 & 4.2). On the other hand, outsourced part time resources will be used for non medullar activities, such as: business development team, accounting, marketing developer, administrative assistant, etc. ( See Org Chat in Figure 4.1.- for details)

We also anticipate expenses such as, rent, insurance, utilities, telephone, advertising; local taxes and permits, income taxes, among other expenses.

We calculate that the direct cost of sales (see Table 7.1) are in the order of US\$ 191.277,00 for the first year, US\$ 212.904,46 for the second year, US\$ 237.102,99 for the third year, 271.683,42 for the fourth year and US\$ 321.555,71 for the fifth Year.

## 7.4.- Operational results:

The development of the financial projection takes us to the estimated results (see table 7.1 below):

- The net income/loss (NIBT) at the end of the first year will be US (\$8.749,15) generating an income tax of \$ 0.
- The net income (before tax) at the end of the second year will be US \$54.930.99 generating an income tax of \$ 9.471,50.

- The net income (before tax) at the end of the third year will be US \$ 120742.67 generating an income tax of \$ 26.789,70.
- The net income (before tax) at the end of the fourth year will be US \$220.371,47 generating an income tax of \$ 56.121,84.
- -The net income at the end of the fifth year will be US\$ 369.573.00 generating an income tax of \$ 105.358,54

The break-even point will be reached between the 7th-9th month of the first year of operations. (see NIAT (net income after tax) Graph for first year of Operations, Figure 7.3).

All equipments, furniture's and devices will be depreciated in a 5 years period. Using Straight-Line Depreciation Method.

-The cash flow will start to increase from its own operations during the fourth (4th) month of the third year (2019)(see Cash Flow Graph, Figure 7.5).



7.5 Forecasted Financial Statements: P&L, Cash Flow Analysis and Balance Sheet, Tables and Figures.

Table 7.1

	EOFY2017	EOFY2018	EOFY2019	EOFY2020	EOFY2021
<b>FOOD SALES</b>					
Sales - Food	557,543.97	621,299.17	693,765.68	799,039.43	953,263.68
<b>TOTAL FOOD SALES</b>	557,543.97	621,299.17	693,765.68	799,039.43	953,263.68
<b>FOOD COSTS</b>					
Purchases - Food	150,536.87	167,750.78	187,316.73	215,740.65	257,381.19
<b>TOTAL FOOD COSTS</b>	150,536.87	167,750.78	187,316.73	215,740.65	257,381.19
<b>BEVERAGE SALES</b>					
Sales - Beverages	35,764.66	39,259.52	42,595.95	47,361.67	54,250.70
Sales Beer	58,783.40	65,163.35	72,452.25	82,990.85	97,927.88
Sales - Wine	42,275.01	47,109.16	52,117.45	58,691.09	66,832.09
Sales - Liquors	84,550.02	94,218.32	105,207.67	119,853.37	139,237.74
<b>TOTAL BEVERAGE SALES</b>	221,373.09	245,750.35	272,574.32	308,895.97	358,248.41
<b>BEVERAGE COSTS</b>					
Purchases - Beverages	6,437.43	6,977.90	7,274.49	7,674.81	8,218.42
Purchases - Beer	8,515.05	9,439.20	10,495.02	12,021.59	14,185.28
Purchases - Wines	10,568.75	11,777.29	13,079.36	14,672.77	16,708.02
Purchases - Liquors	15,219.00	16,959.30	18,937.38	21,573.61	25,062.79
<b>TOTAL BEVERAGE COSTS</b>	40,740.22	45,153.68	49,786.26	55,942.77	64,174.52
<b>TOTAL LABOR</b>	321,349.40	326,619.50	336,553.94	346,790.55	357,338.52
<b>PRIME COST (F + B + LABOR)</b>	512,626.49	539,523.96	573,656.94	618,473.97	678,894.23



<b>ALL SALES</b>					
Total Food Sales	557,543.97	621,299.17	693,765.68	799,039.43	953,263.68
Total Beverage Sales	221,375.09	243,750.35	272,574.32	308,896.97	358,248.41
<b>TOTAL SALES</b>	<b>778,917.06</b>	<b>867,049.52</b>	<b>966,340.01</b>	<b>1,107,936.40</b>	<b>1,311,512.09</b>
<b>TOTAL COSTS OF SALES</b>	<b>191,277.09</b>	<b>212,904.46</b>	<b>237,102.89</b>	<b>271,683.42</b>	<b>321,555.71</b>
<b>TOTAL GROSS PROFIT</b>	<b>587,639.97</b>	<b>654,145.06</b>	<b>729,237.01</b>	<b>836,252.99</b>	<b>989,956.38</b>
<b>OTHER INCOME</b>					
Cash Over/Short	-	-	-	-	-
Events Corporate, private, Religious and Tournaments Fees	190,237.55	211,991.23	236,717.26	272,637.33	325,259.62
Special Events (wine Seminars and Wine Maker Dinners)	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
<b>TOTAL OTHER INCOME</b>	<b>200,237.55</b>	<b>221,991.23</b>	<b>246,717.26</b>	<b>282,637.33</b>	<b>335,259.62</b>
<b>TOTAL INCOME</b>	<b>787,877.52</b>	<b>876,136.29</b>	<b>975,954.27</b>	<b>1,118,890.32</b>	<b>1,325,216.00</b>
<b>CONTROLLABLE EXPENSES</b>		0.03	0.03	0.03	0.03
Salaries & Wages	278,707.20	283,277.97	291,894.14	300,772.38	309,920.66
Employee Benefits	42,642.20	43,341.53	44,659.80	46,018.17	47,417.86
Direct Operating Expenses	135,114.41	172,851.76	193,012.68	222,300.91	265,207.66
Marketing	12,000.00	13,021.12	15,114.32	17,544.01	20,364.29
Energy & Utility Services	31,883.00	32,410.96	33,396.77	34,412.56	35,459.26
Administrative & General Expense	91,755.00	93,269.84	96,106.83	99,030.01	102,042.10
Repairs & Maintenance	1,000.00	3,030.14	3,075.88	3,122.31	3,169.44
<b>TOTAL CONTROLLABLE EXPENSES</b>	<b>615,116.81</b>	<b>641,203.41</b>	<b>677,260.42</b>	<b>723,200.36</b>	<b>783,581.27</b>
<b>TOTAL INCOME LESS CONTROLLABLE</b>	<b>172,760.71</b>	<b>234,932.88</b>	<b>298,693.85</b>	<b>395,689.96</b>	<b>541,634.73</b>
<b>TOTAL OCCUPANCY COSTS (Rent included)</b>	<b>118,800.00</b>	<b>124,800.00</b>	<b>130,800.00</b>	<b>136,800.00</b>	<b>142,800.00</b>
<b>INCOME BEFORE INT, TAX, DEPR &amp; AMORTIZATION (EBITDA)</b>	<b>53,960.71</b>	<b>110,132.88</b>	<b>167,893.85</b>	<b>258,889.96</b>	<b>398,834.73</b>
<b>TOTAL INTEREST EXPENSE</b>	<b>38,709.85</b>	<b>31,201.89</b>	<b>23,151.18</b>	<b>14,518.49</b>	<b>5,261.73</b>
<b>TOTAL DEPRECIATION EXPENSE</b>	<b>24,000.00</b>	<b>24,000.00</b>	<b>24,000.00</b>	<b>24,000.00</b>	<b>24,000.00</b>
<b>NET PROFIT BEFORE TAX (NBT/EBT) OR LOSS</b>	<b>(8,749.15)</b>	<b>54,930.99</b>	<b>120,742.67</b>	<b>220,371.47</b>	<b>369,573.00</b>
Tax	-	9,471.50	26,789.70	56,121.84	105,358.34
<b>NET PROFIT AFTER TAX (NIAT) OR LOSS</b>	<b>(8,749.15)</b>	<b>45,459.49</b>	<b>93,952.97</b>	<b>164,249.64</b>	<b>264,214.66</b>

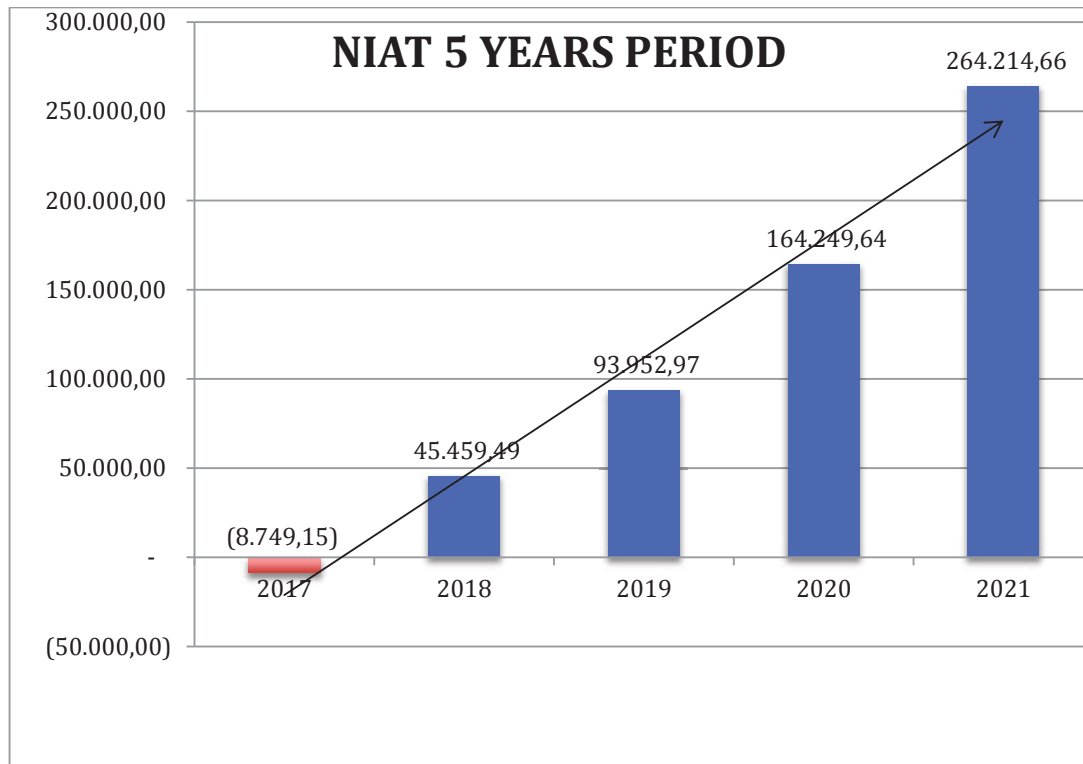


Figure 7.1

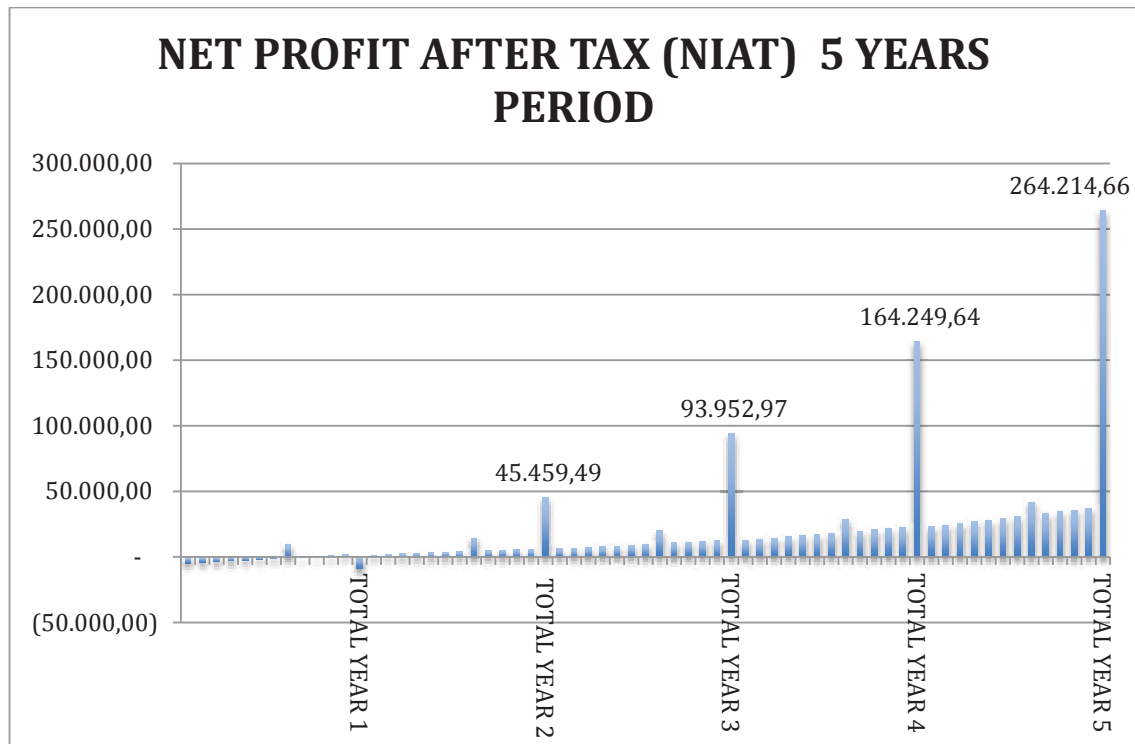


Figure 7.2

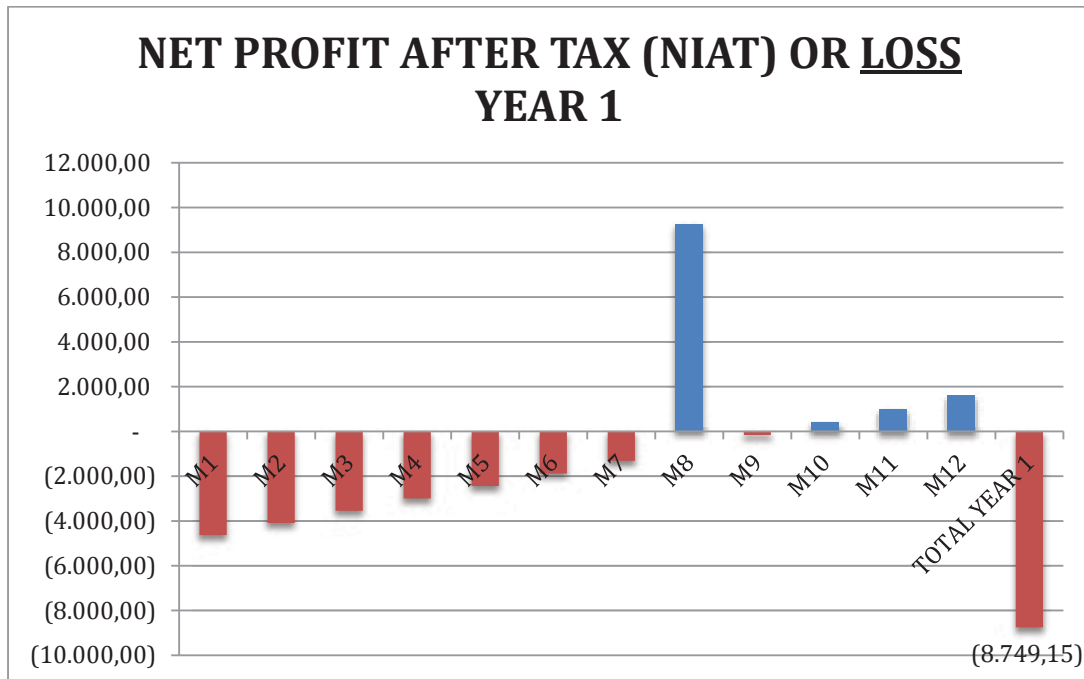


Figure 7.3

#### FORECASTED CASH FLOW (60 Months Period)

First Scenario: Without 6 Month Rent Grace Period

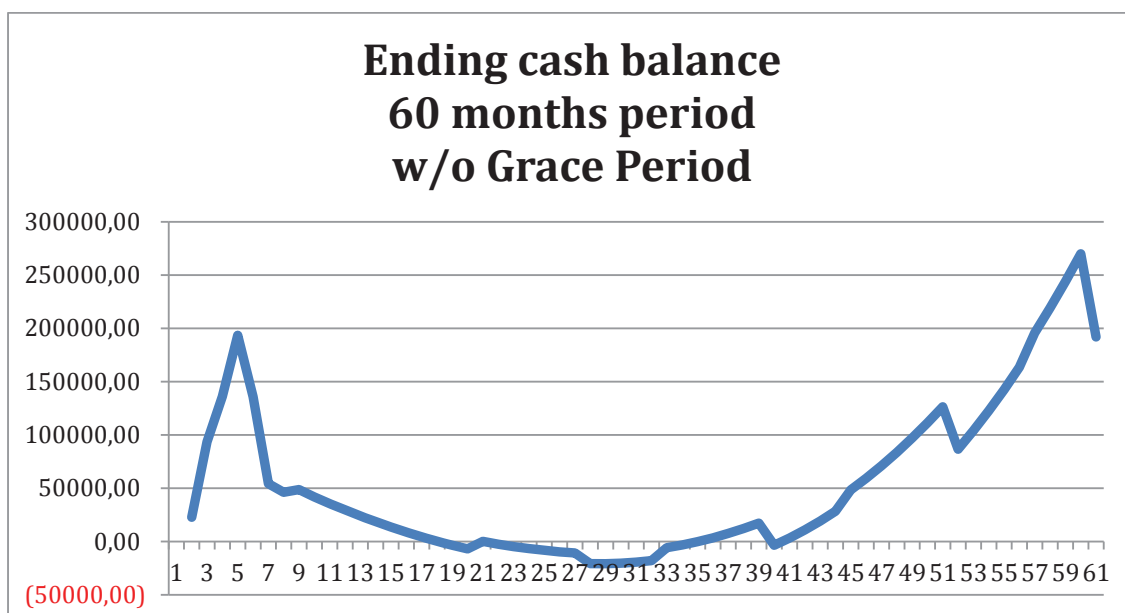


Figure 7.4

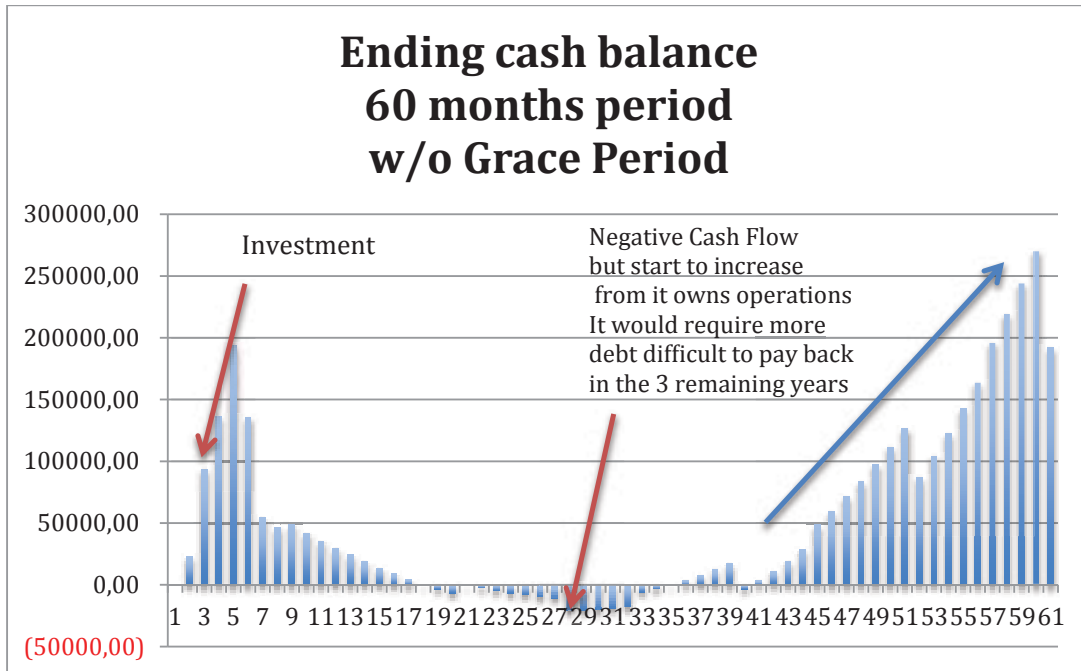


Figure 7.5

Second Scenario: Without 6 Month Rent Grace Period

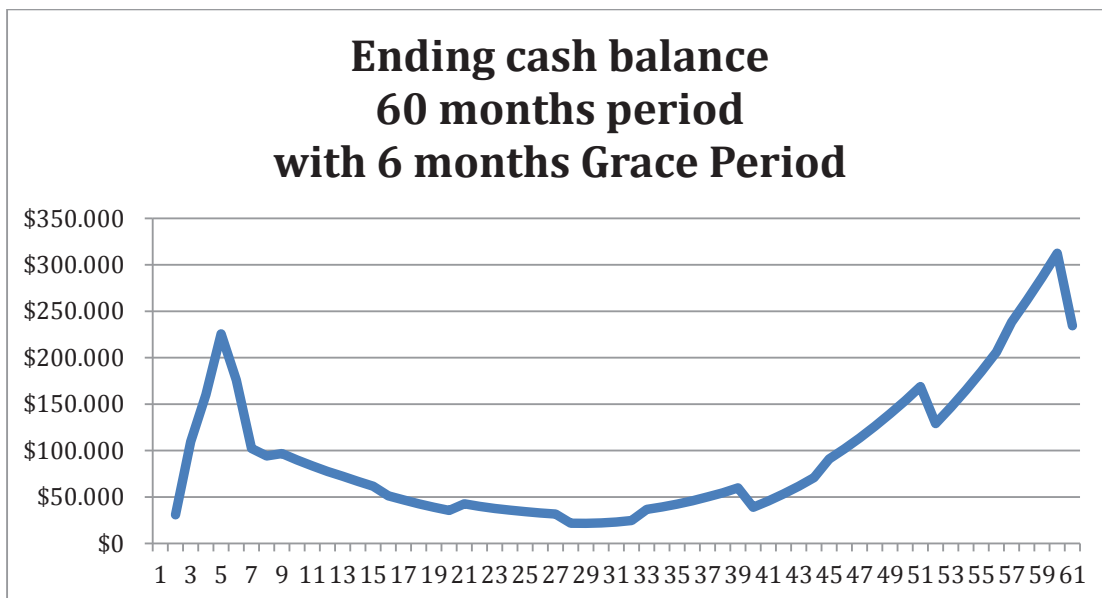


Figure 7.6

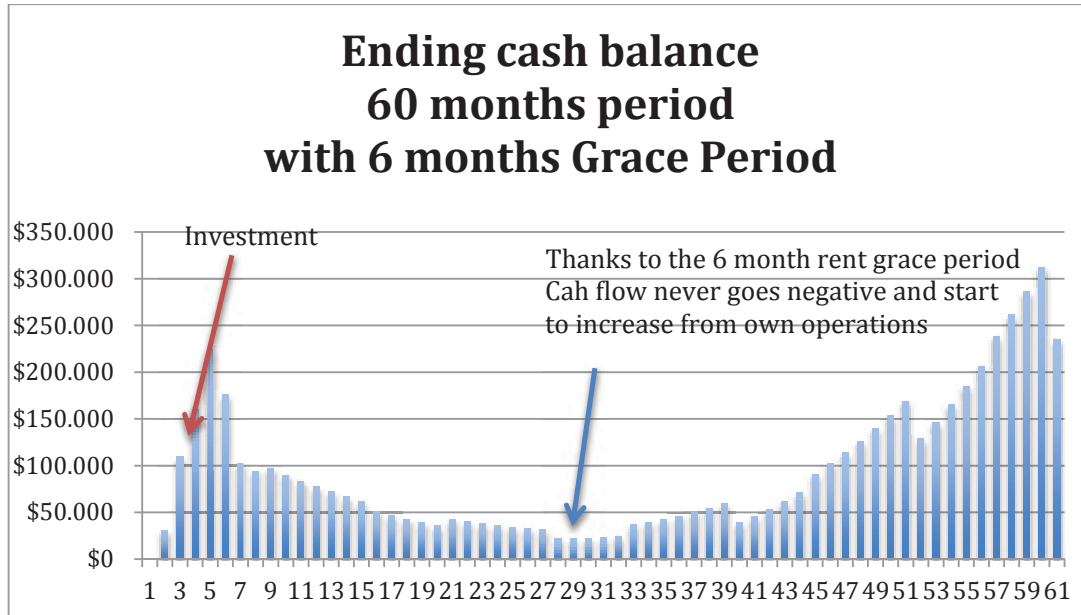


Figure 7.7

## Forecasted Balance Sheet as of EOFY2017

	EOFY2017
Cash	\$24,265
Accounts Receivable (all sales on cash/credit card)	\$0
Inventory	16,826.47
Total Current Assets	\$41,092
Property, Plant and Equipment	487,127.04
Less: Accumulated Depreciation	24,000.00
Net Property, Plant and Equipment	487,127.04
<b>Total Assets</b>	<b>528,218.55</b>
Account Payable	-
Interest Payable	38,709.85
Loan payable	\$498,258
Income Tax Payable	-
Total Current Liabilities	536,967.70
Capital Stock	0
Retained Earnings	(8,749.15)
Total Stockholders' Equity	(8,749.15)
<b>Total Liabilities and Stockholders Equity</b>	<b>528,218.55</b>
Beginning Retained Earnings	0
Add; Net Income	(8,749.15)
Deduct: Dividends	\$0
Ending Retained Earnings	(8,749.15)





AMBER 18 HOLES  
SERVICES

2

## B. EXPERIENCE & QUALIFICATIONS

## **B.- Experience and Qualifications**

### **B.1- Detailed Experience and Qualifications of Amber 18 Holes Services LLC Team.**

Amber 18 holes Services LLC has the most qualified and professional team with a vast experience in the Restaurant and Hospitality Business. Amber 18 holes Services LLC aims to make the Miami Springs Golf and Country Club as the Point of Destination of the City and it has the best team to make this challenge happen. As follow there is a brief description of the Members and Management team involve on this ambitious project:

#### **Michael Kobiakov Part of Board of Directors and Principal Member (see Resume below, B.2.)**

Michael is a Miami Springs citizen, Business Owner and an Entrepreneur with more than 30 years experience in Food and Beverage Distribution, Public Relations, Construction, Business Management and Real Estate. He is committed to contribute in the development of Miami Springs as one of the best places in South Florida to live. Michael has a vast experience in the Food and Beverage Distribution Business and has become an important food trader to Latin America Region. He also has been continuously active in rescuing some historical buildings, which are part of the Miami Springs' heritage. Michael is convince that Miami Golf and Country Club is one of the most beautiful places to develop in the City and he committed to convert it in one of the main point of destination and entertainment for Miami Springs' people, its neighbors and also for visitors and tourists.

#### **Sigfrido Guban\_General Manager (See resume. Below B.2.)**

Sigfrido Guban, better known as "Ziggy" in the Restaurateurs world, is one of the most respected and recognized leaders in in the hospitality and restaurant business not only in Florida but also in the US. He is a highly accomplished Restaurant General Manager professional with 35+ years of relevant experience. He has excelled and consistently ranked among top performers in the hospitality, food and beverages industry, including rated the Best Sommelier on the United States of America (1985 - 1991) by The Wine Spectator Magazine, while working at The Forge Restaurant.

Ziggy has managed and also has been consultant of many restaurants and bars in South Florida and abroad, just to mention some of them:

- Scalina Restaurant (General Manager)
- Arturo Sandoval Jazz Club /Rumba Palace. (General Manager)
- Diego's Restaurant (General Manager)
- Victor's Café (General Manager)
- The Forge Restaurant (Master Sommelier)
- GK Bistronomy (Consultant)
- Hotel The National (Miami Beach) (Consultant)
- The Ocean Beach Resort (Consultant)
- Bahia de Ballenas (Costa Rica) (Consultant)
- Paparazzi (South Beach) (Manager)
- Among others

Zyggý's education, profound knowledge, strong interpersonal and organizational skills, experience, and dedication to quality service will enable Amber 18 Holes Services LLC to succeed in the Food and Beverages Operation of the Miami Springs Golf and Country Club facilities and make it as the Point of Destination at Miami Springs for its Patrons, Golf Players, families and tourists.



**Thierry Matamoros Coriloni\_ Executive Chef (See Resume below, B.2)**

Thierry is an Executive Chef with over thirty years utilizing food, wines, and spices as a medium to create culinary art. Thierry has studied culinary arts in Georgia State University, in Rome Vocational School and New Orleans Regional Culinary Institute among other internships and trainings in different restaurants around the world. Thierry is a passionate, honest and hardworking Chef who loves new creations and challenges. He has worked in famous restaurants in USA, Europe and Latin America Region receiving many awards as the Best Chef and restaurants in their regions. Thierry is committed with Amber 18 Holes Services LLC to create the most exquisite and delicious meals. Thierry, in conjunction with Ziggy, Amber 18 holes Services LLC General Manager, has been the CO-author of many of the menus proposed for this amazing opportunity in order to make of Miami Springs Golf and Country Club the best Point of Destination for dining in the City.

**Julio Corea\_ Marketing and Business Development Manager (see Resume below B.2).**

Julio is an industry veteran with over 25 years consulting to the hospitality, restaurant and retail industries. He has received multiple awards such as: Silver Plume Award Distinguished Service 2002, Chairman's Award Marriot International Inc. 2002 and Top Account Executive Southeast Region 2004 by Rewards Network. Julio is also an expert helping merchants and businesses to obtain lines of credit, bridge loans and short-term working capital loans. With extensive experience working with restaurateurs, franchisors, franchisee's and retail business owners, He is able to consult with experience to help all restaurant owners' needs mainly from financial and marketing perspective. Julio is a founder and active member of the Hospitality Vendors Network and Miami Biz Connect and He is also member of The Southern Florida Concierge Association. He will have an active role supporting Amber 18 Holes Services LLC developing all the marketing plan and strategies (see Business operation Plan for details) as well as getting the necessary funds for the investment.

**B.2.- Team Resumes**

**MICHAEL KOBIAKOV**

907 Hunting Lodge Dr. Miami Springs. Fl. 33166  
(786) 402-0284 – michaelkobiakov@gmail.com  
November 2016

Miami Springs resident since 1984, married with Nieves for 37 years, have two sons Michael and Christian.

Education: UCV (Universidad Central de Venezuela) Escuela Comunicación Social (Public Relations)  
UDO (Universidad de Oriente) Escuela de Administración (Business Administration)  
USM (Universidad Santa Maria) Escuela de Derecho (Law School)

Accomplishments: 1980 - 1987 Founder & CEO Guayana Line Inc. (Cargo Shipping Company)  
1988 – 1989 Founder & VP Morex Line Inc. (Cargo Shipping Company)  
1998 – 2001 Director Trend Foods (Import & Distribution of Spanish Paellas)  
1990 – 1999 Founder & CEO Venus Line Inc. Cargo Shipping Company)  
2001 – 2014 Founder & CEO Absolute Trading Inc. (Food Export Company)  
1994 - To present, President DRAE Parts & Industrial Supplies Inc

2012 - To Present, Real Estate Developer & Owner (Osceola Apartments & Sunset Acres).

Professional

Experience : Business visionary, Leadership, Management , Organizational Skills, Marketing , Public Relations, Entrepreneur.

## SIGFRIDO GUBAN

9 5 4 – 696 – 6 8 7 5

k a s i m i r 1 1 1 @ g m a i l . c o m

Plantation, Fl. 33317-4221, USA Food & Beverage Manager

Management – Planning – Administration

Highly-accomplished Restaurant General Manager professional with 35+ years of experience. Focused on the Customer Unique Satisfaction Experience. Combine entrepreneurial drive with business management skills to increase revenue, market share and profit performance. Managing, training and coaching personnel. Extensive business experience within the Hospitality, Food and Beverages Industry. Intensely focused on ROI and bottom-line results.

### CORE COMPETENCIES

- General Manager
- Purchase Management & Control
- Inventory Control
- Excellent interpersonal skills
- Personnel hiring and training
- Schedule & Payroll
- POS system Installation/Programming
- Hospitality true passion
- Construction/upgrade supervision
- Lead by example leadership
- Promotions/Marketing campaigns
- Total Customer satisfaction
- Catering Department Direction
- Strong work ethic
- Menu Planning
- Excellent Organizational Skills
- Superb Time Management
- Profound operational experience
- Planning/Coordination of all activities
- Pre-meal daily meeting with (FOH & BOH) for a smooth operation

### KEY ACHIEVEMENTS

- Rated the Best Sommelier on the Country (1985 - 1991) by The Wine Spectator Magazine
- Managed of the largest Wine Cellar in the Southeast
- Employees multi-cultural profile understanding in order to maximize productivity

## PROFESSIONAL EXPERIENCE

### SCALINA RESTAURANT

SCALINA RESTAURANT. Miami, Florida, USA

2009-2015

General Manager

Responsible for all management aspects and operations (FOH & BOH) of the Restaurant

- Increased the customer base by 33%
- Generated dramatic improvement, increasing revenue by 28% between FY 2009 and FY2014
- Successfully recruited, coached, trained, supported, motivated and managed a team of 55 personnel

ARTURO SANDOVAL JAZZ CLUB / RUMBA PALACE. Miami, Florida, USA

2003-2009

General Manager

Responsible for all management aspects and operations (FOH & BOH) of the Restaurant

- Increased the customer base by 41%
- Generated dramatic improvement, increasing revenue by 22% in FY 2004 up to 27% by FY2009
- Successfully recruited, coached, trained, supported, motivated and managed a team of 87 personnel.

DIEGO'S RESTAURANT. Miami, Florida, USA

1995-2003

General Manager

Responsible for all management aspects and operations (FOH & BOH) of the Restaurant

- Increased the customer base by 47%
- Generated dramatic improvement, increasing revenue by 24% progressively over the eight years
- Successfully recruited, coached, trained, supported, motivated and managed a team of 45 personnel.

SIGFRIDO GUBAN 954 – 696–6875 PAGE 2 OF 2

VICTOR'S CAFE. Miami, Florida, USA

General Manager

1991-1995

Responsible for all management aspects and operations (FOH & BOH) of the Restaurant

- Increased the customer base by 18%
- Generated dramatic improvement, increasing revenue by 9% in FY 1991 and 12% on FY 1992
- Successfully recruited, coached, trained, supported, motivated and managed a team of 95 personnel.

THE FORGE RESTAURANT. Miami, Florida, USA

1980-1991

Head Sommelier

Responsible for directing all operations, from front to back

- Rated the Best Sommelier on the Country (1985 - 1991) by The Wine Spectator Magazine
- Manager of the largest Wine Cellar in the Southeast
- Successful pairings food and wine for worldwide renowned Banquets

## EDUCATION

1972-1976 B.B.A HOSPITALITY MANAGEMENT, UNIVERSIDAD DE LOS ANDES

1976-1979 M.B.A BUSINESS ADMINISTRATION, UNIVERSIDAD DE LOS ANDES

Computer Skills-Productivity Applications: Proficient in Microsoft Office, including Excel, Word and PowerPoint  
Language Skills: Fluent in English and Spanish.  
Basic-level Italian.

### **Thierry Matamoros Coriloni**

Po box 35 snowshoe mountain , West Virginia

Email: Thierrychef4u@aol.com Phone : Cel (754)204-1272 or (304)456-5562

#### **Objective**

To create and establish a long term professional relationship in which my knowledge and creativity can be fully utilized to create a worldly culinary experience.

#### **Highlights of Management Qualifications**

- Over thirty years utilizing food, wines, and spices as a medium to create culinary art.
- Have experience opening from concept to establishment; various new venues and businesses.
- Multiunit experience ,including working with corporate chef in development of menus for Snowshoe and Barton G
- Consistently provided a clean, positive, courteous, enjoyable, and respectful environment for guests and employees.
- Constantly built menus with profitability, creativity, and acceptance. Keeping in mind to use fresh, local, and seasonal ingredients.
- Classic Italian and French training, making use of fresh seafood and bold flavors, never forgetting my passion for Mediterranean and Latin influences.

#### **Highlights of Personal Qualifications**

- Ability to fluently speak and read English, French, and Latin languages.
- Enjoyment of mentoring individuals with the fundamental concepts of culinary creativity.
- Understanding the importance of implementing a clean, neat, organized, and professional environment.
- Working efficiently with a variety of personalities while maintaining cooperative and positive teamwork.
- Willingness to take responsibility for implementing and completing a project.
- Skills of managing on and off-site catering responsibilities as well as seasonal and remote location lodge experience.
- Passionate, Honest, Hardworking, and Dependable.

#### **Core Competencies**

Kitchen Design and Management, Menu Engineering, Food Costing and Pricing, Food Presentation, Consulting, Catering Operations, Event Planning, Safety and Sanitation Compliance, Purchasing, Inventory Control, Team Building, Leadership, Training and Development, Quality Control and Product Development .Working on a HACCP certification.

#### **Work History**

Chef of Sunset Cantina rest and Pastas and Catering at Snowshoe Resort (Intrawest) in West Virginia, Nov 2014 to Present .

Executive chef at REDOUBT BAY LODGE, Alaska May 2012 – Sept 2012 and May 2014- Sept 2014

Sous chef and banquet chef, at Grandezza Country Club, Fort Myers, FL Oct 2013 - Present

Executive Sous chef at Miromar Lakes and Golf, Fort Myers, FL October 2012 - October 2013

Executive chef with Barton G catering, trainer for Prelude of Barton G, Miami, FL. Feb 2011 – Oct 2012

Executive Chef Manager / one year contract at Mediterraneo Brickell, Miami, FL Feb 2010 - Feb 2011

All in Good Taste, Coral Springs, FL 2007 - 2013

Executive Chef – Northern Trust Bank, Weston and Aventura, FL 2007 – 2009

Executive Chef – Le Croisic French Bistro, Key Biscayne, FL. 2002 – 2006

Executive chef – La Strega Ristorante, Caracas, Venezuela 1997- 1999

Executive chef – Ponte Vecchio Ristorante italiano, Caracas, Venezuela 1994 -1997

Previously served as executive chef for DKMB Productions Catering and Special Event Planning in Miami, FL; as sous chef for Café del Mar Restaurant in Miami, FL; as sous chef for La Terrasse French Bistro in Miami, FL; as executive chef (partner) for La Finestra Kosher Restaurant in Caracas, Venezuela. Also completed training/internships as garde manger and sous chef at Crozier's Restaurant Francaise in New Orleans, LA; in grilling and pasta at Brennan's Restaurant in New Orleans, LA; and as garde manger (breakfast, brunch, sauces, and soups) at Fairmont Hotel in New Orleans, LA.

#### **HONORS AND AWARDS**

Number one Italian restaurant" PONTE VECCHIO" 4 consecutive years starting 1984

Top Five Wedding Catering Source in Florida for All in Good Taste

Honorary Chef at the Chaîne des Rôtisseurs

#### **EDUCATION**

Georgia State University | Rome Vocational School | New Orleans Regional Culinary Institute

**JULIO COREA**

<https://www.linkedin.com/in/julio-corea-1a36223>

(305) 733-1191 (M)

juliocorea@gmail.com

**“HELPING RETAILERS AND ENTREPRENEURS TO BE SUCCESSFUL”**

Industry veteran with over 25 years consulting to the hospitality and retail industries. I welcome the opportunity to discuss how I can help entrepreneurs and retailers. My specialty is helping merchants and businesses obtain lines of credit, bridge loans and short-term working capital loans and to define the best marketing strategy to increase their sales. With extensive experience working with restaurateurs, franchisor's, franchisee's and retail business owners, I am able to consult with experience to help Entrepreneurs to get the capital they need for their business and also to improve and expand their business with the best marketing strategies. Fluent English and Spanish.

**Core Competencies**

- Sales & Marketing
- Social Media Marketing
- Business Development
- CRM • Customer and Business Relationships
- Trade Shows
- Hospitality
- Account Management • Business Finance
- Entrepreneurship
- Public Affairs
- Advertising

**EXPERIENCE**

**COOL CREDIT LOAN LLC**

VP BUSINESS DEVELOPMENT Sep. 2016 - Present

**Major Contribution:**

Funded and developed a scalable business model to support exponential growth Achievements:

- 1 MM\$ Loan Merchants Portfolio in less than 2 months

**ARF FINANCIAL**

SENIOR LOAN OFFICER SEP 2013 – OCT. 2016

**Major Contribution:**

Positioned the company for exponential growth in SOUTH FLORIDA

**Achievements:**

- Develop +2000 LEADS
- Developed and implemented marketing analysis tools and key performance indicators (KPIs)
- Recognized as one of the most known loan officers in South Florida for Restaurants and merchants

#### REWARDS NETWORK

SENIOR LOAN OFFICER Jun 2003-Aug 2013

Major Contribution:

Positioned the company as the leader provider of frequent dining programs in South Florida

Achievements:

- Build up a customer base of over 120 new accounts in 10 years to maintain sales quota at 150% year in and out.
- Account Executive of the Year in South East Region
- Maintain top ten account executive of the country for 10 years

#### MARRIOTT HOTELS

CHIEF CONCIERGE Jan 1993- June 2003

Major Contribution:

Recognized as the Best Chief Concierge in Marriot Hotels Chain. Achievements:

- Chairman Award 2002.
- Crime Prevention Recognition for the Greater Miami Chamber of Commerce

#### ORGANIZATIONS

SFCA CONCIERGE ASSOCIATION

MEMBER (20 YEARS) 1996-Present

Major Contribution:

Contribute to develop highest standards of the SFCA

Hospitality Vendors Network of Miami

Member

MIAMI BIZ CONNECT

CO. FOUNDER

Florida Restaurant Association

Member

Other Associations:

Florida Restaurant Association. Member

MISSION STATEMENT: To foster and affirm the highest standards of concierge professionalism through effective networking, training, mentoring and information sharing, resulting in better service and ambassadors for the destination.

January 2011-Present

The Hospitality Vendors Network is a professional organization comprised of experts from different companies serving hospitality and restaurant clients. We call our members Resources as they support owners and managers through expert services, advice, education, and a network of contacts.

January 2010-Present

Miami Biz Connect is a Social Business Networking

Organization Fostering Understanding between professionals and other organizations in South Florida.

## EDUCATION

FIU University, Miami FL  
Business Administration Major.

1993-1995

## AWARDS

Silver Plume Award Distinguished Service 2002  
Chairman's Award Marriot International Inc 2002  
Top Account Executive Southeast Region 2004





### B.3.- Reference Letters

11/22/2016

Fwd: Reference letter - amber18holeservices@gmail.com - Gmail

Miami, 11/21/2016

To Whom it may concern

It is my pleasure to write this letter in support of Sigfrido Guban, General Manager of Amber 18 Holes Services LLC and very well known as "Ziggy" in the restaurant industry.

I've known and dealt with Ziggy for many years throughout his career. I understand Amber 18 Holes Services LLC is participating in the RFP to provide Food and Beverages (F & B) Operations Services at Miami Springs Golf and Country Club and feel Ziggy would be a great GM. At previous jobs, Ziggy was responsible for all administration, staff management, and customer service for all properties. As a leader, Ziggy brought out the best out of his staff and was always enhancing their capabilities to learn and expand their knowledge of the industry. Given the opportunity, Ziggy will be an asset to your company and will take your business to the next level.

On a personal level, Ziggy possesses great work ethics such as discipline, honesty, and has a great personality. He goes above and beyond company requirements by working extra hours and effort. His vast experience in the industry has led him to great success at different venues. I strongly recommend Ziggy, and his Company Amber 18 Holes Services LLS to manage and Operate the F & B at Miami Springs Golf and Country Club, He is a high level professional with great leadership skills and competence which could add value to the city and its citizens. If I can provide you with any further information, please do not hesitate to contact me.

JC Bedevia  
Coastal Wine & Spirits  
On Premise Area Sales Manager  
Cell: [786 417-5697](tel:7864175697)  
[jbedevia@sqws.com](mailto:jbedevia@sqws.com)





November 21, 2016

To whom it may concern

This letter is to certify that Mr. Sigfrido Guban, very well known as "Ziggy" in the restaurants world and who is currently member and Director of Amber 18 Holes Services LLC, worked as a General Manager of our Restaurants located at Miami Beach, FL Arturo Sandoval Jazz Club and Rumba Palace from 2006 to 2009 , with excellent results and performance in term of Sales, Quality of Service and Customer Satisfaction. During this time, Ziggy displayed high standard of performance, commitment and ethics toward our organization and the team members.

I strongly recommend Amber 18 Holes Services LLC lead by Sigfrido Guban, "Ziggy", to perform any activity related with restaurants, hospitality and events business. Don't hesitate to contact me for any question you may have.

Best Regards

David Gonzalez  
President  
(305)361-8487  
lh\_cafe@bellsouth.net  
Lighthouse Café Inc  
1200 Crandon Blvd  
Key Biscayne, FL 33149



Rafael Reyes  
VICE PRESIDENT SALES

29 November 2016

To Whom It May Concern:

It is with pleasure that I write this letter in support of Sigfrido Guban, General Manager of Amber 18 Holes Services LLC, and well known as "Ziggy" in the restaurant field.

I understand Amber 18 Holes Services LLC is participating in the RFP to provide Food and Beverage (F&B) Operations Services at Miami Springs Golf and Country Club.

In our business relationship, as Vice President Sales for Southern Glazer's Wine & Liquor distributors, I have had the pleasure of knowing and working with Mr. Guban. I can attest to the professionalism, perseverance and initiative that Ziggy has demonstrated in all the restaurants he has managed. He has gone well beyond the restaurants requirements in the quantity and quality of his assignments during his job performance.

At a personal level, I can confirm that Ziggy is a responsible, disciplined, and honest man, who is dedicated to his family and work.

To conclude, I strongly recommend Ziggy and his company Amber 18 Holes Services LLS to manage and operate the F & B at Miami Springs Golf and Country Club. His creativity and experience in the restaurant business will make this one a very successful one.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Rafael Reyes  
Vice-President Sales

RR/dr

Southern Wine & Spirits, Inc. 1600 N.W. 163rd Street • Miami, Florida 33166  
1.800.432.6451 • 305.625.4171, Ext. 1262 • Fax: 305.624.9795 • E-mail: ralphreyes@southernwine.com

# Los Angeles Times

## Not a Joy Forever: Expensive Old Clarets Could End Up As Mere Souvenirs

January 31, 1988 ROBERT LAWRENCE BALZER

THIS IS BOUND to be a controversial column, especially among the privileged few who have spent fortunes gathering clarets about which enophiles George Saintsbury and Andre L. Simon left glowing accounts. Records of recent auctions show that wine appreciators paid \$156,450 for a 1787 Lafite inscribed with the initials of Thomas Jefferson, and last November a double magnum of Mouton-Rothschild 1858 brought the highest price ever paid in the United States for a single bottle: \$60,500.

Lloyd Flatt of New Orleans recently invited a quorum of wine worthies to evaluate a truly incredible collection of Chateau Ausone wines, a virtual marathon of 58 vintages dating back to 1877. Terry Robards, writing in the Wine Spectator, said that the parade of these St. Emilion wines ranged from "elegant to uninspiring," with "a feeling of disappointment" emerging halfway through the extraordinary event. While Robards gave the 1877 a score of 92, and the 1879 an even better ranking of 93, words such as *oxidized*, *tarry*, *faded*, even *boring*, are in his report. The highest praise came for younger vintages, such as the 1983 at 96. There is no doubt that there is grandeur here, but unlike paintings and sculpture and other things of beauty, wine is not a joy forever.

So, misgivings were mixed with curiosity when I was invited to a "Dinner of the Century" at the Forge restaurant in Miami Beach. The menu was built around an 1874 Chateau Lafite-Rothschild, a 1913 Chateau Mouton-Rothschild, Corton Charlemagne 1983 of Louis Latour, Montrachet Marquis de Laguiche 1985, Clos Vougeot Joseph Morin 1959 and Chateau Latour 1961, concluding with Sauternes Chateau d'Yquem 1967. The Master Sommelier Sigfrido Guban "Ziggy" was very selective on his wine as well the Executive Chef Kall Abdalla on make the "Describing Wine pair of the Century" Alas, the majesty had succumbed, and that 1874 Lafite-Rothschild is now tarry in taste, a brick-and-onion-skin souvenir only. Try as I did to find some trace of the wine's former glory, I could not. But in a second bottle of the 1913 Mouton, there remained, in a rather dried-fruit nose, a vestige of elegance. The giant of the evening's wines was the Latour 1961, truly noble and balanced; it is now at its peak and will be for another four or five years. Bottom line? There's no guarantee of survival for ancient clarets, even those from the great growths.

Beyond 50 years, for even the finest vintages, a wine's delight is more mental than physical. Envy not the owners of those old clarets. Look to more youthful wines, red or white, for the most pleasure from the vine.







AMBER 18 HOLES  
SERVICES

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## C. REVENUE PROPOSAL

## C Revenue Proposal

Amber 18 Holes Services LLC will accept the Food and Beverages Operation “As is” in its existing conditions. As mentioned in the Financial Plan (see point 7) and Planned improvements (see point 5), Amber 18 Holes Services LLC is planning to make important improvements, remodeling and alterations and it will investment on its sole and own expenses to fully equip, maintain (except those works specified on the RFP under City’s responsibility) and return Miami Springs Golf and Country Club to its glorious days. After a detailed analysis on the Profit and Loss, Cash Flow and base on our experience and conservative scenarios, we offer the following Revenue proposal to the City:

Revenue Proposal (US\$)

Year 2017													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Year (US \$)	Comments
GRACE PERIOD						8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	48,000.00	Plus applicable sales taxes
Year 2018													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Year (US \$)	Comments
8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	102,000.00	Plus applicable sales taxes
Year 2019													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Year (US \$)	Comments
9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	108,000.00	Plus applicable sales taxes
Year 2020													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Year (US \$)	Comments
9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	114,000.00	Plus applicable sales taxes
Year 2021													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Year (US \$)	Comments
10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	120,000.00	Plus applicable sales taxes
Summary													
Year	Total US\$												
2017	48,000.00		PLUS APPLICABLE SALES TAXES										
2018	102,000.00		PLUS APPLICABLE SALES TAXES										
2019	108,000.00		PLUS APPLICABLE SALES TAXES										
2020	114,000.00		PLUS APPLICABLE SALES TAXES										
2021	120,000.00		PLUS APPLICABLE SALES TAXES										
Total during Contract 5 YEARS Period US\$	492,000.00		PLUS APPLICABLE SALES TAXES										

It is important to mention that all the improvements will keep capitalized in the benefit of the City of Miami Springs and its citizens. The 6 months grace period during the first Year are very important in order for us to make all the necessary investments, manage the cash flow during the remodeling, permits and improvement stage and put all the facilities in optimal conditions aligned with our Customer Value Proposition.



# Diego's Restaurant

Date: 11/21/2016

REF.: REFERENCE LETTER FOR AMBER 18 HOLES SERVICES LLC

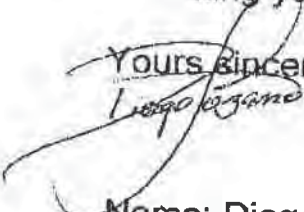
Dear Sir/Ma'am,

I'm writing this letter to Recommend Amber 18 Holes Services LLC, Led by Mr. Sigfrido Guban, who is, without any doubt, one of the most experienced company/person in the restaurants sector. I have known Mr. Guban, called "Ziggy", for a time period of 20+ years when he work as the General Manager for my restaurant Diego's Restaurant LOCATED AT 65 Alhambra Plaza MIAMI, FL 33134, between the year 1995 and 2003. I remember him to be a very hardworking individual, one who believed in getting done what needed to be done in the most perfect manner. Ziggy has strong values, he believes in honesty, dedication and diligence, and these morals of his make him a great candidate to manage any Food and Beverages operation. If you contract Amber 18 Holes Services LLC, you will get to know that his Manager, Ziggy, is a good team player, an excellent leader and partner to have on your facilities.

I would personally recommend him and assure you of never being disappointed by him.

Thanking you

Yours sincerely,

  
Diego Lozano

Name: Diego Lozano

Title: Owner

Company: Diego's Restaurant

Phone: 34-658-38-4166

Address: Calle Gran Via, 15, 28013 Madrid Spain





## EMPLOYMENT HAND BOOK

### Employment at The Miami Springs Country Club Operated by Amber 18 Holes Services, LLC

This handbook is not a contract of employment. Your employment with **Amber 18 Holes Services, LLC** is at will. This means (Amber 18 Holes Services, LLC.) or you can terminate your employment at will at any time, with or without notice or cause. The policies described in this handbook are not conditions of employment and the language is not intended to create a contract of employment.

#### **Equal Employment Opportunity and Non Discrimination Policy**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Amber 18 Holes Services, LLC will be based on merit, qualifications, and abilities. Amber 18 Holes Services, LLC does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

Amber 18 Holes Services, LLC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or management. Employees can raise concerns and make reports without the fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

#### **Hiring of Relatives**

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of persons currently employed by Amber 18 Holes Services, LLC may be hired only if they will not be working directly for or supervising a relative. Employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned may be given the opportunity to decide who will be transferred. If that decision is not made within 30 calendar days, management will decide. Management reserves the right to make the final decision based on what is best for the company at any time.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, this decision will be left to management's discretion.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employees is similar to that of persons who are related by blood or marriage.

### **Immigration Law Compliance**

Amber 18 Holes Services, LLC is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not lawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed the I-9 within the past three years, or if their previous I-9 is no longer valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Office Manager. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **Conflicts of Interest**

Employees have an obligation to conduct business within the guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within Amber 18 Holes Services, LLC wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your immediate supervisor or management for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as a result of (Amber 18 Holes Services, LLC)'s business dealings.

For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to a supervisor or management of Amber 18 Holes Services, LLC as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties. Personal gain may result in cases where an employee or relative has a significant ownership in a firm with which Amber 18 Holes Services, LLC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealing involving (Amber 18 Holes Services, LLC).

### **Outside Employment**

Employees may hold outside jobs as long as they meet the performance standards of their jobs with Amber 18 Holes Services, LLC. All employees will be judged by the same performance standards and will be subject to (Amber 18 Holes Services, LLC)'s scheduling demands, regardless of any existing outside work requirements.

If Amber 18 Holes Services, LLC determines that an employee's outside work interferes with performance or the ability to meet the requirements of Amber 18 Holes Services, LLC as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with

(Amber 18 Holes Services, LLC).

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside Amber 18 Holes Services, LLC for material produced or services rendered while performing their jobs.

### **Disability Accommodation**

Amber 18 Holes Services, LLC is committed to complying fully with the American with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. Reasonable accommodation is available to all disabled employees, where their disability affects the performance of their jobs.

Employees who qualify as disabled should discuss the need for a possible accommodation with their managers; if this is necessary to maintain acceptable performance. As an employer, Amber 18 Holes Services, LLC does not discriminate against individuals with physical or mental disabilities with regard to employment, practice, term, condition or privilege of employment. All employment practices and activities are conducted on a non-discriminatory basis. Amber 18 Holes Services, LLC is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with ADA and all other applicable federal, state and local law.

### **Employment Status and Records**

#### **Employment Categories**

It is the intent of Amber 18 Holes Services, LLC to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws. Amber 18 Holes Services, LLC management, may change an employees' exempt or nonexempt classification only upon written notification.

In addition to the above categories, each employee will belong to one other employment category:

Regular Full Time employees are those who are not in a temporary or introductory status and who are regularly scheduled to work (Amber 18 Holes Services, LLC)'s regular schedule. Generally, they are eligible for (Amber 18 Holes Services, LLC)'s benefit package, subject to the terms, conditions, and limitations of each benefit program.

Part Time employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 40 hours a week. While they do receive all legally mandated benefits (such as social security and worker's compensation insurance), they are not eligible for all of (Amber 18 Holes Services, LLC)'s other insurance programs.

Introductory employees are those whose performance is being evaluated to determine whether further employment in a specific position or with Amber 18 Holes Services, LLC is appropriate. Employees who

satisfactorily complete the introductory period will be notified of their new employment classification. Casual Employees are those who have established an employment relationship with Amber 18 Holes Services, LLC but who are assigned to work on an intermittent and/or unpredictable basis. While they receive all legally mandated benefits (such as worker's compensation insurance and Social Security), they are ineligible for all of (Amber 18 Holes Services, LLC)'s other benefit programs.

#### **Personnel Data Changes**

It is the responsibility of each employee to promptly notify the Office Manager or Manager of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments and other such status reports should be accurate and current at all times. If any personnel data has changed, please notify your immediate supervisor or management.

#### **Employment Applications**

Amber 18 Holes Services, LLC relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the entire hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

#### **Access to Personnel Files**

Amber 18 Holes Services, LLC maintains a personnel file on each employee. The personnel file which includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Amber 18 Holes Services, LLC and access to the information they contain is restricted. Generally, only the management staff and physicians of Amber 18 Holes Services, LLC who have a legitimate reason to review the information in a file are allowed to do so.

Employees who wish to review their own file should contact their immediate supervisor or management. With reasonable advance notice, employees may review their own personnel file in (Amber 18 Holes Services, LLC)'s office and in the presence of an individual appointed by Amber 18 Holes Services, LLC to maintain the files, if the employer approves review.

#### **Performance Evaluation**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

A formal written performance evaluation will be conducted at the end of an employee's initial period of hire, known as the introductory period. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations are scheduled approximately every 12 months, coinciding generally with the anniversary of the employee's original date of hire. Amber 18 Holes Services, LLC in an effort to recognize truly superior employee performance, may award merit-based pay adjustments. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance evaluation process.

## **Employee Benefits**

### **Benefit Summary**

Eligible employees at Amber 18 Holes Services, LLC are provided a wide range of benefits. A number of the programs (such as social security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee's classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found in the employee handbook. Benefits are subject to change at any time.

The following benefit programs are available to eligible employees:

- Holidays.
- Medical Insurance.
- Personal Time Off Benefits.
- Vacation Benefits.

Some benefit programs require contributions from the employee, and some are fully paid by (Amber 18 Holes Services, LLC).

### **Benefits Continuation**

The federal Consolidated Omnibus Budget Reconciliation Act (Cobra) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the company's health or any other qualified benefits plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in an employee's hours or a leave of absence;

An employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under Cobra, the employee or beneficiary pays the full cost of coverage at the company's group rate plus an administrative fee permitted by law. The company provides each eligible employee with a written notice describing rights granted under Cobra when the associate becomes eligible for coverage under the company's health insurance plan. The notice contains important information about the employee's rights and obligations.

As an employer with less than 20 employees, all COBRA administration is handled by our health and benefit carriers. It is the responsibility of the employee to contact the insurance company to obtain COBRA continuation benefits.

## Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

### Regular full time employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule.

### Vacation Earning Schedule

Employees earn one week (5 days) of vacation in their first year of employment. Employees are also eligible to receive an additional week (5 days) of vacation time after **completion** of their second year of employment for a total of two weeks (10 days) available after the second year. Employees are also eligible to receive an additional week (5 days) of vacation time after **completion** of their 4th year of employment for a total of three weeks (15 days) available after the fourth year. A “benefit year” coincides with the employee’s anniversary date. This is the 12-month period that begins when the employee starts to earn vacation time.

Once employees enter an eligible employment classification (become permanent), they are eligible for vacation time. However, before vacation time can be used, a waiting period of 6 months must be completed. After that time, employees can request use of earned vacation time including that accrued during the waiting period.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees should request **advance approval** from their supervisor.

Request will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee’s base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. Vacation days should be taken in the same year they are earned. Any remaining vacation days not to exceed 5 days at the end of the “benefit year” can rolled over to the next year. An employee can have no more than 15 days in their vacation balance at any time. All accruals will stop once an employee reaches 15 days in their vacation account. **Lost accruals can never be recaptured.**

Employees who are terminated or resign **do not** receive accumulated, unused vacation pay. Vacation can never be paid-out in lieu of taking time off.

## **Holidays**

Amber 18 Holes Services, LLC will grant holiday pay plus your regular hourly pay if employee's schedule to work on the holidays listed below.

New Year's Day (January 1st).  
Memorial Day (Last Monday in May).  
Independence Day (July 4th).  
Labor Day (first Monday in September).  
Thanksgiving (fourth Thursday in November).  
Christmas (December 25).

Amber 18 Holes Services, LLC will grant holiday pay to all eligible employees immediately upon assignment to an eligible employment classification (after 90 days). Holiday pay will be calculated based on the employee's straight time pay Rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification (s):

### **Regular full time employees**

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday unless vacation or PTO time has been requested in advance.

A recognized holiday that falls during a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or PTO leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Paid time off for holidays will not be counted as hours worked for the purpose of determining overtime.

### **Workers' compensation insurance**

Amber 18 Holes Services, LLC provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance may provide benefits after a waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it is reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Amber 18 Holes Services, LLC nor the insurance carrier will be liable for the payment of worker's compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by (Amber 18 Holes Services, LLC).



Any employee found to be making a fraudulent claim or participating in fraud would be subject to disciplinary action up to and including termination of employment.

### **Personal Time Off (PTO) Benefits**

Amber 18 Holes Services, LLC provides paid PTO leave benefits to all eligible employees for the periods of temporary absence due to illnesses, injuries or personal matters.

#### **Eligible employee classification (s):**

##### **Regular full time employees**

Eligible employees will receive 4 PTO days per benefit year. Unused PTO time does not “roll over” into the next benefit year if it is not used. This benefit is to be used for own illness or medical appointments, or the illness of your immediate family member who may need an employee’s care.

Employees can request use of PTO leave after completing their introductory period of 90 calendar days from the date they were hired. Paid PTO leave can be used in minimum increments of 3 hours.

Employees who are unable to report to work due to an illness, injury or personal matter must notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence.

If an employee is absent for three or more consecutive days due to illness, injury or a personal matter, a physician’s statement must be provided verifying the disability and its beginning and expected end dates or proof of the issue at hand.

Before returning to work from a PTO leave absence of three calendar days or more having to do with an illness, an employee must provide a physician’s verification that he or she may return safely to work.

PTO benefits will be calculate based on the employee’s base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses or shift differentials.

Unused PTO benefits will be available only during the calendar year and may not be carried over. If the employee’s benefits reach this maximum at the end of their anniversary year, or there are any unused PTO days remaining, they will lose any unused PTO days. They will begin accruing PTO days again for their new anniversary year.

PTO benefits are intended solely to provide income protection in the event of illness, injury or any personal matter. Unused PTO benefits will not be paid to employees while they are employed or upon termination of employment.

### **Bereavement Leave**

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. 2 Days of Bereavement Leave will be paid for immediate family members only. Amber 18 Holes Services, LLC defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, grandchild, daughter or son-in-law.

This time will be paid as paid leave for eligible employees in the following classification (s):

**Regular full time employees**

**Jury Duty**

Amber 18 Holes Services, LLC encourages employees to fulfill their civic responsibilities by serving jury duty when required.

If employees are required to serve jury duty in excess of one day, they must use any available paid time off (PTO) or may request an unpaid jury duty leave of absence. The first day of jury duty will be paid if proof of service is provided.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, the employees are expected to report for work whenever the court schedule permits.

Amber 18 Holes Services, LLC or the employee may request an excuse from jury duty if, in (Amber 18 Holes Services, LLC)'s judgment, the employee's absence would create serious operational difficulties. Amber 18 Holes Services, LLC will continue to provide health insurance benefits for the full term of the jury duty absence. Employees will be responsible for paying their portion via check made payable to (Amber 18 Holes Services, LLC).

Benefit accruals, such as vacation, personal time off, or holiday benefits, will be suspended during unpaid jury duty leave and will resume upon return to active employment.

**Operation Closings due to Hurricane Warnings**

Amber 18 Holes Services, LLC will follow Miami Springs City Ordinances regarding Mandatory Closings due to Hurricane Warnings.

Amber 18 Holes Services, LLC will pay for up to 2 days of pay for work environment closings due to hurricane or other natural disaster per occurrence.

**Loans and Advances**

At the present time, the company does not offer any loan or advance programs to employees.

**Timekeeping/Payroll**

**Timekeeping**

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require Amber 18 Holes Services, LLC to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. All non-exempt employees are expected to clock in when they commence their workday and clock out when their workday is complete. All nonexempt employees are also required to clock out for their meal period and clock in upon their return from their meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is

performed. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. Employees are not allowed to punch the time clock of another employee. Should an employee's time card be incorrectly punched, for any reason, management will note the correct start and/or end time, and initial the correction. It is the employees' responsibility to sign their time records to certify the accuracy of all time recorded. Management will review and then initial the time recorded before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initializing the record.

### **Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work **must** receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with the federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on PTO leave, vacation leave or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations.

### **Payday**

All employees are paid bi-weekly. Each paycheck will include earnings for all work performed through the end of the week prior.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

### **Employment Termination**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated.

Resignation – voluntary employment termination initiated by an employee.

Discharge – involuntary employment termination initiated by the organization.

Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Employees will receive their final pay in accordance with applicable state law.

Upon termination, all company assets must be returned to Amber 18 Holes Services, LLC. Personnel files are property of the company. Personnel files remain property of the company upon termination.

### **Severance Pay**

Amber 18 Holes Services, LLC may or may not provide severance pay to employees whose employment is

terminated for reasons that are not prejudicial to Amber 18 Holes Services, LLC as determined by Amber 18 Holes Services, LLC in its sole discretion. If provided the pay will be to the following eligible employee classifications:

#### **Regular full time employees**

Specifically excluded from benefits under the provision are employees who: were hired as temporary employees for a specified period of time; leave work due to a reduction in the work force; were offered but refused to accept another suitable position with the organization; were provided the opportunity to be retained for any length of time by a successor employer.

#### **Administrative Pay Corrections**

Amber 18 Holes Services, LLC takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Off Manager so that corrections can be made as quickly as possible. It is the responsibility of every employee to advise of any errors regarding their pay. If an employee knowingly fails to report an error, disciplinary action may result.

#### **Payroll Deductions**

The law requires that Amber 18 Holes Services, LLC make certain deductions from every employee's compensation. Among these are applicable federal, state and local income taxes. Amber 18 Holes Services, LLC also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base". Amber 18 Holes Services, LLC matches the amount of Social Security taxes paid by each employee.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

#### **Work Conditions and Hours**

##### **Work Schedules**

The normal schedule for all employees is eight hours a day, five days a week. Manager will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as other variations in the total hours that may be scheduled each day and week.

##### **Use of Phone and Mail Systems**

Personal use of telephones for long distance and toll calls is not permitted. . Employees should practice discretion in using company telephones when making local personal calls and may be required to reimburse Amber 18 Holes Services, LLC for any charges resulting from their personal use of the telephone, and may result in disciplinary action.

The use of (Amber 18 Holes Services, LLC)-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

All incoming and outgoing phone calls may be monitored for quality assurance purposes.

#### **Use of Computer and Email**

Computer, computer files, email and software furnished to employees are property of Amber 18 Holes Services, LLC and are intended for business use.

Employees should not have a password, access a file or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email may be monitored. Amber 18 Holes Services, LLC is committed to maintaining a workplace free of harassment and sensitive to the diversity of its employees. Therefore, Amber 18 Holes Services, LLC prohibits the use of computers and the email system in ways that are disruptive, offensive to others or harmful to morale. For example, the display or transmission of sexually explicit images, messages and cartoons is not allowed. Other such misuse includes but is not limited to, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment or showing disrespect for others. Amber 18 Holes Services, LLC prohibits illegal duplication of software and its related documentation. Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

#### **Personal Property**

The company assumes no responsibility for loss or damage to an employee's personal property whether on or off company property.

#### **Search Policy**

The company reserves the right to conduct an investigation of missing property or other suspected rule or policy violation. When that occurs, it may be necessary to conduct a search of an employee's working area and employee possession and belongings. It must be understood that offices, desks, lockers, and file cabinets are the property of the company and are subject to search by the company at any time. In addition, employee packages, lunch boxes, bags and cars are subject to search at any time while they are on company premises.

Employees are expected to comply with this policy and cooperate with company investigations including employee searches. Employees who do not cooperate will be subject to disciplinary action.

If the company conducts an investigation that involves an employee search, this does not imply that any individual employee is guilty. It is simply an investigation to determine if any person is in unauthorized possession of company property or the property of any employee, customer or other person. Employee searches will be conducted with prudence and propriety and employees will be treated with dignity and respect. It is not the intention of this policy to embarrass or humiliate anyone, but simply to protect the rights of all employees and help maintain our workplace safe and comfortable. Employee's help in complying with this policy is appreciated. Employees may be asked to participate in a voluntary polygraph test in compliance

with regulations under the Employee Polygraph Protection Act. Retaliatory action will not be taken against any employee who chooses to not participate in an employee polygraph test.

### **Emergency Closings**

At times, emergencies such as severe weather, fires and power failures can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off pay from scheduled work will be left at the discretion of (Amber 18 Holes Services, LLC).

Employees in essential positions may be asked to work on a day when operations are officially closed. In these circumstances, non-exempt employees will be paid.

### **Smoking**

In keeping with (Amber 18 Holes Services, LLC)'s intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. This policy applies equally to all employees, customers, and visitors.

### **Meal Periods and break**

All full time regular employees are provided with one unpaid meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved off all active responsibilities and restrictions during meal periods and will not be compensated for that time. Meal times and breaks are subject to change at any time.

### **Visitors in the Workplace**

To provide for the safety and security of employees and the facilities at (Amber 18 Holes Services, LLC), only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter Amber 18 Holes Services, LLC at the reception area. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on (Amber 18 Holes Services, LLC)'s premises, employees should immediately notify the Manager or is necessary, direct the individual to the reception area.

## **General Conduct and Rules**

### **Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, Amber 18 Holes Services, LLC expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property.
- Falsification of timekeeping records and/or employment application and documents.
- Working under the influence of alcohol or illegal drugs.
- Boisterous or disruptive activity in the workplace.
- Use of vulgar language.
- Acts of violence or a hostile nature against coworkers, supervisors, managers, vendor and clients.
- Possession of firearms, weapons, intoxicating liquors or illegal drugs at the worksite.
- Insubordination or other disrespectful conduct.
- Excessive absenteeism or any absence without notice.
- Unauthorized absence from workstation during the workday.
- Excessive tardiness.
- Unauthorized use of telephone, mail system, computer, fax, copier or other employer-owned equipment.
- Unauthorized disclosure of business "secrets" or confidential information.
- Violation of personnel policies.
- Unsatisfactory performance or conduct.
- Loitering or sleeping while on duty.
- Smoking in non-restricted areas.
- Overstaying Leaves of Absences.
- No personal phone call or texting using your cellular will be tolerated, emergency call should be come direct to the main line of the property.
- Failure or refusal to wear prescribed clothing.
- Making or publishing false, vicious or malicious statements concerning coworkers and/or the company.
- Failure to observe established health, fire, safety and civil rules.
- Failure to report unsafe actions of other employees.
- Falsely making a claim of injury .
- Any willful act or conduct detrimental to customer care or Amber 18 Holes Services, LLC operations.

Employment with Amber 18 Holes Services, LLC is at the mutual consent of Amber 18 Holes Services, LLC and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.



## **Theft**

Any employee found stealing, or attempting to steal company property or customer property, whether by wrongfully taking it or by fraud or embezzlement, will be discharged.

Any employee who has knowledge of theft or attempted theft occurring on property must notify Management immediately. If any employee does not report any theft or attempted theft immediately and it is later discovered that an employee was aware of it, disciplinary action up to and including termination of all involved employees may result. It is essential that everyone works as a team and upholds the integrity and profitability of the company.

Management will protect the identity of the person notifying the company of the infraction to the best of our ability. Employees will be protected from any retaliation resulting from the information the employee provided to management.

## **Company Surveillance and Telephone Monitoring**

For the safety of our entire staff, and clientele, the company may install cameras to monitor the premises. This is done to ensure the company provides a safe and comfortable environment for all employees. In addition, incoming and outgoing telephone calls may be monitored at any time for quality assurance purposes.

## **Drug and Alcohol Use**

It is (Amber 18 Holes Services, LLC)'s desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on Amber 18 Holes Services, LLC premises and while conducting business-related activities on Amber 18 Holes Services, LLC premises, no employee may use, possess, distribute, sell or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in such a manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Under the Drug-Free Workplace Act, an employee who performs for a government contract or grant must notify Amber 18 Holes Services, LLC of a criminal conviction for drug related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the office manager without fear of reprisal.

## **Sexual Harassment and Other Unlawful Harassment**

Amber 18 Holes Services, LLC is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age,

religion or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship and is strictly prohibited.

Any employee who experiences an incident of sexual or other unlawful harassment should promptly report the matter to his or her office manager. If the office manager is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact one of the physicians. Employees can raise concerns and make reports without fear of reprisal. The matter will be handled in timely and confidential matter.

Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

#### **Open Door Policy**

The company policy is to maintain an open line of communication so that employees and their co-workers can effectively communicate with management to resolve work related problems. Every employee has a right to voice his or her opinions. The company recognizes that its success is based on developing and maintaining the concept to teamwork throughout the company. As such, the company encourages open direct communication with all employees. The company's open door policy shows its belief that open and frank discussion between employees and management is the most satisfactory method of deciding matters that affect employees.

#### **Problem Solving Procedure**

To provide a means for employees to bring problems or concerns to the attention of management, all employees are asked to follow the chain of command in initiating the problem solving procedure.

Bring the problem you encounter while at work to the attention of Manager first, every effort should be made to resolve the problem at the initial step. IF the problem is not resolved, the employee should contact one of the physicians.

#### **Workplace Violence**

Amber 18 Holes Services, LLC is committed to preventing workplace violence and to maintaining safe workplace environment. Given the increasing violence in society in general, Amber 18 Holes Services, LLC has adopted the following guidelines to deal with intimidation, harassment or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary associates, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited from the premises of the Amber 18 Holes Services, LLC without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer or member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on the individual's sex, race and age or any other characteristic protected by Federal, State or Local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Manager, the physicians, or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to management. Employees should never put themselves in danger. If an employee hears or sees a commotion or disturbance near their workstation, they should not try to intercede or see what is happening.

Amber 18 Holes Services, LLC will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of the investigation, Amber 18 Holes Services, LLC may suspend employee, with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence) or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination.

Amber 18 Holes Services, LLC encourages employees to bring their disputes or difference with other employees to the attention of the Manager or Management before the situation escalates into potential violence. Amber 18 Holes Services, LLC is eager to assist in resolution of employee disputes and will not discipline employees for raising such concerns.

Amber 18 Holes Services, LLC reserves the right to notify the appropriate law enforcement agency in cases of actual violence or threatened violence.

### **Attendance and Punctuality**

To maintain a safe and productive work environment, Amber 18 Holes Services, LLC expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Amber 18 Holes Services, LLC. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their immediate Manager as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either can lead to disciplinary action, up to and including termination of employment.

### **Personal Appearance**

The Company requires that all staff use common sense and good judgment to meet acceptable standards for appropriate dress in a Public work environment. Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Laser presents to customers and visitors. During business hours or when representing Laser, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards.

This is particularly true if your job involves dealing with customers or visitors in person.

Your Manager or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your Manager if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Skirts must not be higher than 2 inches above the knee. Undergarments should not be visible.
- Shoes must provide safe, secure footing, and offer protection against hazards.
- Canvas or athletic type shoes are not appropriate professional attire.
- Tank tops, tube or halter tops, sheer blouses, ripped jeans, or shorts may not be worn.
- Mustaches and beards must be clean, well trimmed, and neat.
- Hairstyles are expected to be in good taste.
- Unnaturally colored hair and extreme hairstyles, such as spiked, do not present an appropriate professional appearance.
- Long hairstyles should be worn with hair pulled back off the face and neck to avoid interfering with job performance.
- Excessive makeup is not permitted.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- Jewelry should not be functionally restrictive, dangerous to job.
- Performance, or excessive.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours.
- Multiple ear piercings (more than one ring in each ear) are not professionally appropriate and must not be worn during business hours.
- Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.
- Visible excessive tattoos and similar body art must be covered during business hours.

The Company aims to project a professional, competent, and efficient image at all times.

### **Progressive Discipline**

The purpose of this policy is to state (Amber 18 Holes Services, LLC)'s position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

(Amber 18 Holes Services, LLC)'s own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent reoccurrence, and prepare the employee for satisfactory service in the future.

Although employment with Amber 18 Holes Services, LLC is based on mutual consent and both the employee and Amber 18 Holes Services, LLC reserve the right to terminate employment at will, with or without cause or advance notice, Amber 18 Holes Services, LLC may use progressive discipline at its own discretion.

Disciplinary action may call for any of four steps – verbal warning, written warning, suspension with or without pay, or termination of employment – depending on the severity of the problem or the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and still another offense may then lead to termination of employment.

Amber 18 Holes Services, LLC recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and (Amber 18 Holes Services, LLC).

### **Safety Rules**

You have a personal responsibility for your safety and the safety of those around you. The following safety rules should be adhered to at all times while you are performing your job or are on the premises:

1. Work at a pace consistent with job safety.
2. Walk, do not run.
3. Do not engage in practical jokes or horseplay on the job.
4. Obey all warning tags and signs.
5. Do not smoke in unauthorized areas.
6. Report all unsafe conditions and equipment to the Management.
7. Report all injuries to yourself or coworkers to the Management.
8. Do not use equipment that you have not been trained to operate.
9. Never mix any chemicals or products that you are unfamiliar with. Consult management first.
10. Use a ladder when you must climb. Do not use chairs, boxes or other makeshifts.
11. Ask for help when lifting or moving heavy objects.
12. Keep exits, aisles and workplace clear at all times. If you ever pass by garbage, trays, etc. pick it up and return it to its proper place.
13. Keep fire doors, stairways and landings clear and free from any debris.
14. Clean up spilled food, liquid, broken dishes and glassware immediately.
15. Never pick up broken glass with bare hands, use a broom and pan. Make sure you dispose of glass properly.
16. Do not attempt to repair or adjust electrical equipment unless that is part of your job.

### **Confidential Information**

During the course of employment with (Amber 18 Holes Services, LLC), you may have access to information of a highly sensitive and confidential nature. This information will be contained in company records, client records, correspondence with clients/employees and similar documents. As an employee of (Amber 18 Holes Services, LLC), you are in a position of trust and you have an obligation to the company and its clients to see that the confidentiality of this information is strictly maintained and protected. Unauthorized use or disclosure, even if inadvertent, compromises both you and the company. You may not disclose or duplicate any confidential information except, as it may be required in your duties with the company.

Failure to comply with this policy may result in disciplinary action up to and including termination.

### **Removal of documents**

Removal of official documents or equipment of Amber 18 Holes Services, LLC without expressed consent of the company is prohibited. Failure to comply with this policy may result in termination.

### **Return of Property**

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees on or before their last day of work must return all Amber 18 Holes Services, LLC property.

### **Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with Amber 18 Holes Services, LLC. Although advance notice is not required, Amber 18 Holes Services, LLC requests at least two weeks' written resignation notice from all employees.



## Employee Handbook Receipt Acknowledgement

By signing below, I acknowledge that I have received a copy of the August 2016 Edition of the Amber 18 Holes Services, LLC Employee Handbook. I agree to read and refer to this handbook for future reference and will observe present and future company policies and rules. I understand this handbook is not a contract of employment. I further understand my employment is at will, and such employment can be terminated at any time.

EMPLOYEE

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

AMBER 18 HOLES SERVICES, LLC

MANAGEMENT


Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



D.2 Business Information: Statutes, Operating agreement, EIN

 IRS DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 11-16-2016

Employer Identification Number:  
81-4441027

Form: SS-4

Number of this notice: CP 575 B

AMBER 18 HOLES LLC  
MICHAEL KOBIAKOV MBR  
6355 NW 36TH ST STE 603  
VIRGINIA GDNS, FL 33166

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-4441027. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



11-16-2016 AMBE B 9999999999 SS-4

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

Your name control associated with this EIN is AMBE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Keep this part for your records. CP 575 B (Rev. 7-2007)

CP 575 B

99999999999

DATE OF THIS NOTICE: 11-16-2016  
EMPLOYER IDENTIFICATION NUMBER: 81-4441027  
FORM: SS-4 NOBOD

AMBER 18 HOLES LLC  
MICHAEL KOBIKOV MBR  
6355 NW 36TH ST STE 603  
VIRGINIA GDNS, FL 33166

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L16000119875  
FILED 8:00 AM  
June 22, 2016  
Sec. Of State  
ndmccleessam

**Article I**

The name of the Limited Liability Company is:  
AMBER 18 HOLES SERVICES LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
6355 NW 36 STREET  
SUITE 603  
MIAMI, FL. 33166

The mailing address of the Limited Liability Company is:  
6355 NW 36 STREET  
SUITE 603  
MIAMI, FL. 33166

**Article III**

Other provisions, if any:  
ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:  
MICHAEL KOBIKOV  
6355 NW 36 STREET  
SUITE 603  
MIAMI, FL. 33166

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MICHAEL KOBIKOV

#### Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR  
SIGFRIDO GUBAN  
6355 NW 36 STREET SUITE 603  
MIAMI, FL. 33166 US

Title: MGR  
MICHAEL KOBIAKOV  
6355 NW 36 STREET SUITE 603  
MIAMI, FL. 33166 US

Title: MGR  
VERNON GREEN  
6355 NW 36 STREET SUITE 603  
MIAMI, FL. 33166 US

L16000119875  
FILED 8:00 AM  
June 22, 2016  
Sec. Of State  
ndmccleessam

#### Article VI

The effective date for this Limited Liability Company shall be:

06/20/2016

Signature of member or an authorized representative

Electronic Signature: MICHAEL KOBIAKOV

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

## OPERATING AGREEMENT LIMITED LIABILITY COMPANY (LLC)

**THIS OPERATING AGREEMENT LLC** (the "Agreement") is made on this date of 06/20/2016, by and amongst the signatories herein contained and identified on the signature pages hereto. This agreement shall become effective on the date of signing and adopted by the signatories appearing at the end of this Agreement.

**IN CONSIDERATION OF** the mutual promises and covenants of the parties hereto and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

### FORMATION

#### **COMPANY FORMATION:**

The Company was formed on 06/20/2016 upon filing with the Secretary of State of Florida the Articles of Organization of the Company. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the signatory parties hereto agree that the rights and obligations of the parties and the administration and termination of the Company shall be governed by this Agreement, the Articles of Organization, and the Limited Liability ACT (herein after referred to as the "ACT").

#### **NAME:**

The business and all affairs of the Company shall be conducted under the name of Amber 18 Holes Services, LLC. The name of the Company may be changed from time to time by amendment of this Agreement and/or the Articles of Organization. The Company may conduct business under an assumed name by filing an 'Assumed Name Certificate' in the manner prescribed by applicable state law.

#### **REGISTERED OFFICE:**

The Registered Office or Headquarters and Registered Agent shall be as follows:

6355 NW 36th St. Suite 603  
Miami, Florida 33166

Registered Agent: Michael Kobiakov

The Registered Agent and/or Office or Headquarters of this LLC may be changed from time to time as may be deemed fit or necessary, by and through the filing of a change of registered agent or office statement with the state of Florida filing office. Amendment of this provision of this Operating Agreement shall not be necessary if and when such changes may occur.

#### **BUSINESS PURPOSE AND POWERS:**

The Company may engage in any lawful business for which limited liability companies may be organized under the ACT unless a more limited purpose is stated in the Articles of Organization.

The Company shall have any and all powers which are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the ACT. The Company shall carry out the activities pursuant to the arrangements set forth in the Articles of Organization and this Agreement.

Any other specific business purposes and activities contemplated by the founder of this Agreement, and which were not contained within the Articles of Organization at the initial signing of said Articles, shall be included herein, acknowledged and agreed to as follows:

LLC shall be involved in Food & Beverage Operation or may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

***BE IT KNOWN*** that the foregoing statement of powers shall not serve as a limitation on the powers, authority, or abilities of this LLC, with which they shall be permitted to engage in any and all lawful business activities. In the event that the LLC should engage in any business activities outside of the state of its formation that would require the qualification of the LLC in other states, it shall obtain said qualifications before engaging in any such out-of-state activities.

**LLC DURATION:**

The duration of this Agreement shall be perpetual and shall terminate only when a proposal to dissolve the Operating Agreement LLC is adopted by all parties of the LLC or when this LLC is otherwise terminated pursuant to current state and federal laws.

**NATURE OF MEMBERS' INTEREST:**

The interests of the Members in the Company shall be personal property for all purposes. Legal title to all Company assets shall be held in the name of the Company. Neither any Member nor a successor, representative, or assign of such Member shall have any right, title, or interest in or to any Company property or the right to partition any real property owned by the Company. Interests may be evidenced by a certificate of Membership issued by the Company, in such form as the Managers may determine.

**MAJORITY**

Majority will be defined as 50% of the Managers or as 50% plus 1 in the event of a tie or an even number of Managers.

## MANAGERS RIGHTS AND DUTES

**MANAGEMENT:**

The Managers shall manage the business and affairs of the Company. In addition to the powers and authority expressly conferred by this Agreement upon the Managers, the Managers shall have full and complete authority, power, and discretion to manage and control any and all other acts or activities customary to or related to the management of the Company's business, except only as to those activities which would require approval by the Members and thus required by the Articles of Organization, this Agreement or amendments hereto, the Act, or other applicable law.

In the event when there is more than one Manager present (i) any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement; and (ii) the Managers may elect one or more officers who may, but need not, be Members or Managers of the Company with such titles, duties, and compensation as may be designated by the Managers, subject to any applicable restrictions which may be provided within this Agreement.

**NUMBER OF MEMBERS AND QUALIFICATIONS:**

Each corporate Member/Manager shall designate by corporate resolution one or more individuals authorized to act on their behalf in the management of the Company. The names and consent of the

Managers to serve as such as may be evidenced under Formation of the Company, and made a part hereof, or as amended upon any change of Managers. The number Managers within the Company may be fixed from time to time by the affirmative vote of a 'Majority in Interest' of all the Members, but in no instance shall any decrease in the number of Managers have the effect of shortening the term of any incumbent Manager. Managers need not be residents of the State of Florida or Members of the Company.

**ELECTION AND TERM OF OFFICE:**

Managers shall be elected at the annual meeting of the Members. Each Manager shall hold office until the Manager's successor shall have been elected and qualified, or until the death or dissolution of such Manager, or until his or her resignation or removal from office in the manner provided in this Agreement.

**RESIGNATION:**

Any Manager of the Company may resign at any time by giving written notice to all of the Members of the Company. The resignation of any Manager shall take effect upon receipt of the notice thereof or at such time as shall be specified within said notice, unless otherwise specified therein, the Acceptance of said resignation shall not be necessary to make said resignation effective.

**REMOVAL:**

At any special meeting of the Members which has been called expressly for a removal purpose, all or any lesser Member or Manager may be removed at any time, either with or without cause, by the affirmative vote of a Majority in Interest of all the Members then entitled to vote at any such election of Managers.

**VACANCIES:**

Any vacancy occurring for any reason in the Managers of the Company may be filled by the affirmative vote of a Majority of Managers, except for a vacancy occurring in the Managers by reason of any increase in the number of Managers, which shall be filled by the affirmative vote of a Majority in Interest, of all Managers at an annual meeting of Members or at a special meeting of Members called for that purpose.

**REVIEW OF RECORDS AND BOOKS:**

Any Manager shall have the right to examine all books and records of the Company for a purpose reasonably related to such Manager's position as a Manager.

**COMPENSATION:**

The compensation of the Managers of the Company shall be fixed by an affirmative vote of a Majority in Interest of the Members or by contract approved by an affirmative vote of a Majority in Interest of the Members. No Manager shall be denied or prevented from receiving such salary by reason of the fact that s/he is also a Member of the Company.

**COMMITTEES:**

The Managers, by resolution, may designate from among the Managers one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee, who may, subject to any limitations imposed by the Managers, replace absent or disqualified Managers at any Meeting of that committee. Any such committee, to the extent provided in such resolution or herein contained within this Agreement, shall have and may exercise all of the authority of the Managers, subject to any restrictions contained within this Agreement.

## MEETINGS

**MEETING PLACE AND NOTICE:**

The Managers of the Company may hold their meetings, both regular and special, at any place within or



outside of the State of Florida, provided 1 weeks' advance written notice is delivered to all required parties.

**QUORUM; VOTING; ACTION ALLOWABLE WITHOUT A MEETING:**

A Majority of the Managers shall be necessary to constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Managers present at a meeting at which a quorum is present shall be regarded as the act of the Company, unless a greater number is required by law or by the ACT.

Managers may participate in any meeting of the Managers by means of conference telephone, web conference, or similar communication, provided all person participating in the meeting can hear one another. Such participation in a meeting via conferencing shall constitute the presence of said person at the meeting.

All votes required of Managers hereunder may be by voice unless a written ballot is requested. Said request may be made by any one Manager.

Any action which under any provision of this Agreement is to be taken at or during a meeting of the Managers may be taken without a meeting by written consent and signed by all Managers who would be entitled to vote upon such action at a meeting. Said written consent must be kept with the records of the Company.

**ADJOURNMENT:**

A majority of the Managers present may adjourn any Managers meeting to meet again at a stated day and hour or a fixed schedule for the next regular meeting of the Managers.

## MEMBERS

**MEMBER NAMES AND ADDRESSES:**

The names, addresses and Membership Interests of the Members shall be made part of this Agreement, and shall be amended by the Company as of the effectiveness of any transfer or subsequent issuance of any Membership Interest.

**MEMBER ADMISSION:**

In the event that an individual acquires a Membership Interest directly from the Company, the individual shall become a Member with respect to such Membership Interest only upon compliance with the requirements included under section 'Member Admission,' and making the Capital Contributions specified under 'Capital Contributions,' if any. Free and unrestricted transferability of Membership not being allowed under the Articles of Organization and Operating Agreement of the Company.

Any person may become a Member, upon compliance with section 'Member Admission,' unless such individual lacks capacity or is otherwise prohibited from being admitted by applicable law.

## MEMBER MEETINGS

**MEMBER ANNUAL MEETINGS:**

An annual meeting of the Members shall be held at such time and date at the principal office of the Company or at such other place within or outside of the State of Florida as shall be designated by the Managers from time to time and stated in the notice of the meeting. The purposes of the annual meeting need not be enumerated within the notice of such meeting.

**SPECIAL MEETINGS:**

Special Meetings of the Members may be called by the Managers or by the holders of not less than ten percent (10%) of all the Membership Interests. Business transacted at all special meetings shall be restricted to the purpose or purposes which were stated within the notice provided.

**MEETING NOTICE OF MEMBERS:**

Written notice stating the place, day, and hour of the meeting and, in the case of special meetings, stating the meeting to take place at the principal place of business of the Company as the location, and the purpose or purposes for which the meeting is called, shall be delivered not less than 1 days prior to the date of the scheduled meeting and to each Member of record entitled to vote at said meeting.

**RECORD DATE:**

For the purpose of determining Members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or Members entitled to receive payment of any distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which such distribution is declared, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

**QUORUM:**

A Majority in Interest of the Members shall constitute a quorum at all meeting of the Members, except as otherwise provided by law or this Agreement. Once a quorum is present at the meeting of the members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. In the event that the required quorum is not present at the opening of any meeting of the Members, the Members entitled to vote at such meetings shall have the power to adjourn the meeting without notice other than announcement at the meeting, until the holders of the requisite amount of Membership Interests shall be present or represented.

**ACTIONS BY MEMBERS – OTHER THAN ELECTION OF MANAGERS:**

Except for a matter for which the affirmative vote of the holders of a greater portion of the Membership Interests entitled to vote is required by law, the ACT, or this Agreement or amendments hereto, the act of Members shall be the affirmative vote of a Majority in Interest of all the Members represented and voting at the meeting. All actions of the Members provided for herein may be taken by written consent without a meeting. Any such action which may be taken by the Members without a meeting shall be effective only if the consents are in writing and signed by all Members eligible to vote on such action. Members may participate in any meeting of the Members by means of a conference telephone, web conference, or similar communications equipment, provided all persons participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.

**REQUIRED UNANIMOUS CONSENT:**

Notwithstanding, anything to the contrary contained in the ACT or this Agreement, the following matters must be agreed to unanimously by all Members of the Company:

- (a) To create or allow to subsist any fixed or floating charge, lien, or other encumbrance over the whole or any part of the undertaking, property, and assets of the Company, except for the purpose of securing the indebtedness of the Company to its bankers for sums borrowed in the ordinary course of business;
- (b) To borrow any sum except from the Company's bankers in the ordinary course of business;
- (c) To enter into any partnership or profit sharing agreement with any person; or

- (d) To make any change in the nature of business.
- (e) Or any other matter which may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

**QUALIFIED MAJORITY CONSENT:**

Notwithstanding anything else to the contrary contained within the Articles of Organization or this Agreement, the following matters must be agreed to by a majority vote of at least 49 percent of the Members of the Company:

- (a) To make any loan, other than by way of deposit with a clearing bank or other institution in which normal business would include the acceptance of deposits, advances, or give any credit other than normal trade credit;
- (b) To give any guarantee or indemnity to secure the liabilities or obligations of any person other than a subsidiary of the Company;
- (c) To sell, transfer, lease, assign, or otherwise dispose of a material part of the undertaking, property, and/or assets of the Company or any such subsidiary, or any interest therein, or contract to do so, other than the sale of products in the ordinary course of business;
- (d) To take, grant, or agree to take or grant any leasehold interest in or license over any land;
- (e) To acquire, purchase, or subscribe for any shares, debentures, mortgages, or securities, or any interest therein, in any company, trust, or other body;
- (f) To initiate any litigation other than for the purpose of the collection of debts in the ordinary course of business or arbitration;
- (g) To change the auditors, accounting firm, or bankers of the Company;
- (h) To make or give any claim, disclaimer, election, or consent for taxation purposes;
- (i) To undertake anything which would require accounting treatment by way of provision reserve or extraordinary item; or
- (j) To effect any material change in the Company's accounting or reporting practices.
- (k) Or any other matter which may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

**MEMBER ACTION TO ELECT MANAGERS:**

For the purpose of voting on the election of Managers, Managers shall be elected at any meeting of the Members at which a quorum is present by a plurality of the Membership Interest represented and voting at the meeting.

**MEMBERS ENTITLED TO VOTE:**

At least 5 days prior to each meeting of Members, the Managers shall compile a complete listing of all Members entitled to vote at such meeting or any adjournment of such meeting. The listing shall be arranged in alphabetical order by last name, with the address and the Membership Interest held by each. This list

shall be kept on file at the registered office of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection of any Member during the whole time of the meeting. However, failure to comply with the requirements of this Section shall not affect the validity of any such action taken at such meeting.

**REGISTERED MEMBERS:**

The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact of such Membership Interest for all purposes, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any person, whether or not it shall have express or other notice of such claim or interest, except as expressly provided by this Agreement or the laws of the State of Florida.

**LIMITATION OF LIABILITY & INDEMNIFICATION OF MANAGERS AND MEMBERS**

**LIMITATION OF LIABILITY:**

Managers and Members of the Company shall be held harmless and not liable to the Company or its Members for any monetary damages or an act or omission in their capacity as a Manager or a Member, except as provided in the ACT for (i) acts or omissions which a Manager knew or was aware of at the time when the act(s) or omission(s) were clearly in conflict with the interests of the Company, (ii) any transaction from which a Manager derived an improper personal benefit, or (iii) acts or omissions occurring prior to the date this provision becomes effective. If the laws, the ACT, or this Agreement are amended to authorize action further eliminating or limiting the liability of Managers and Members, then the liability of a Manager or Member of the Company shall be eliminated or limited to the fullest extent permitted by law, the ACT, and/or this Agreement as so amended. Any repeal or modification of this section shall not affect the right of protection of a Manager or Member existing at the time of such repeal or modification.

**INDEMNIFICATION:**

The Company shall indemnify the Managers and Members to the fullest extent permitted or required by the law, the ACT, and this Agreement as may be amended from time to time, and the Company may advance expenses incurred by the Manager or Member upon the approval of the Managers and the receipt by the Company of an undertaking by such Manager to reimburse the Company unless it shall ultimately be determined that such Manager or Member is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its employees and other representatives or agents up to the fullest extent permitted under the law, the ACT, or this Agreement, provided that the indemnification in each such situation is first approved by Members owning or holding a Majority in Interest.

**OTHER RIGHTS:**

The indemnification provided by this Agreement shall: (i) be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, vote of Members or disinterested Managers, or otherwise, both as to action in official capacities and as to action in another capacity while holding such office; (ii) continue as to a person who ceases to be a Manager or Member; (iii) inure to the benefit of the estate, heirs, executors, administrators, or other successors of an indemnitee; and (iv) not be deemed to create any rights for the benefit of any other person or entity.

**MEMBER REPORTS:**

The details concerning any action to limit the liability of, indemnify, or advance expenses to a Manager, Member, or other taken by the Company shall be reported in writing to the Members with or before the notice or waiver of notice of the next Member's meeting, or with or before the next submission to Members

of a consent to action without a meeting, or, if sooner, separately within 3 days immediately following the date of action.

## CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS, AND LOANS

### LOANS, CAPITAL CONTRIBUTIONS:

Upon execution of this Agreement, each Member agrees to contribute cash, or other form of capital, to the Company in the amount set forth as the Initial Capital Contribution of such Member as per the attached Schedule A – Capital Contributions.

If the Managers determine that the Initial Capital Contributions are insufficient to carry out the purposes of the Company, the Managers may request that the Members make additional contributions to the capital of the Company. If a Majority in Interest of the Members approve such a request, then each of the Members shall be obligated to make such rated or apportioned additional contributions to the Company in accordance with such Members' then existing Membership Interest within the time period approved by the Majority in Interest of the Members. In the event any Member fails to fulfill any commitment to contribute additional capital (the "Defaulting Member"), the Managers may elect to allow the remaining Members (the "Lending Members") to contribute to the Company pro rata by Membership interest any such additional capital contribution. All amounts, so contributed by the Lending Members, shall be considered a loan to the Defaulting Member bearing interest at the "U.S. prime rate" or the "Wall Street Journal (WSJ) prime rate", established on the date of the loan, plus 7.5% simple interest, until repaid. In addition, until all such loans are repaid by the Defaulting Member, all distributions from the Company which would have been paid to the Defaulting Member shall then be paid to the Lending Members in proportion to the then outstanding interest and principal of such loans.

No Member shall be paid interest on any capital contribution to the Company.

In addition to the loans to the Defaulting Member provided for in the aforementioned paragraph, upon approval of the terms thereof by the Managers, any Member may make a loan to the Company upon commercially reasonable terms. Loans by a Member to the Company shall not be considered Capital Contributions.

### CAPITAL ACCOUNTS:

The Company shall maintain a separate capital account (the "Capital Account") for each member pursuant to the principles set forth in this paragraph and the Internal Revenue Service Treasury section § 1.704-1(b) (2)(iv). The Initial Capital Account of each Member shall be the amount of the subsequent Capital Contribution of such Member. Said Capital Account shall be increased by (i) the amount of the subsequent Capital Contributions of said Member to the Company pursuant to section "Capital Contributions; Capital Accounts; and Loans," and (ii) said Member's allocable share of Company Income and Net Income pursuant to section titled "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS." Such Capital Account shall be decreased by the (i) amount of cash distributed to the Member by the Company pursuant to section "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS" and (ii) such Member's allocable share of Loss and Net Loss pursuant to section "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS."

The provisions of this section and other portions contained in this Agreement relating to the proper maintenance of Capital Accounts are designed to comply with the requirements of the Internal Revenue Service Treasury section § 1.704-1(b). The Members intend that such provisions be interpreted and applied in such a manner that is consistent with said Treasury Regulations. The Managers are authorized to modify the manner in which the Capital Accounts are maintained if the Managers determine that such modification



(i) is required or prudent to comply with the Treasury Regulations, and (ii) is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company.

**MEMBERS WITHDRAWAL OR REDUCTION OF CONTRIBUTION TO CAPITAL:**

No Member shall have the right to withdraw all or any part of its Capital Contribution or to receive any return on any portion of its Capital Contribution, except as may be otherwise specifically provided in this Agreement. In the case involving a return of any Capital Contribution, no Member shall have the right to receive property or disbursement other than cash.

No Member shall have priority over any other Member, either as to the return of Capital Contribution or as to Net Income, Net Loss, or distributions; provided that this subsection shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

**LIABILITY OF MEMBERS:**

No Member shall be liable for the debts, liabilities, or obligations of the Company beyond his/her or their respective Initial Capital Contribution and any additional Capital Contribution required of such Member pursuant to the aforementioned sections. Except as otherwise expressly provided herein, no Member shall be required to contribute to the capital of, or to loan any funds to, the Company.

**ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS**

**ALLOCATIONS:**

Subject to the following provisions, for the purpose of maintaining Capital Accounts and in determining the right of the Members among themselves, Net Income or Net Loss, if any, for a Fiscal Year or other period, shall be allocated to the Members in proportion to their respective Membership Interests after giving effect to all Capital Account adjustments attributable to contributions and distributions of cash and property made during such Fiscal Year; notwithstanding the provisions of the preceding clause of this Section. In the event any Member unexpectedly receives any adjustments, allocations, or distributions contained and described within the Internal Revenue Service Treasury Regulation Sections §1.704-1(b)(2)(ii)(d)(4), §1.704-1(b)(2)(ii)(d)(5), or §1.704-1(b)(2)(ii)(d)(6), items of Income shall be specifically allocated to such Member (consisting of a pro rata portion of each item of Company Income, including gross income, for such year) in an amount and manner sufficient to eliminate such deficit, if any, in such Member's Adjusted Capital Account, as quickly as possible. The foregoing provision is intended to constitute a "qualified income offset" within the meaning of section of §1.704-1(b)(2)(ii)(d) of the Treasury Regulations, and this provision shall be interpreted consistently with said Treasury Regulation.

**DISTRIBUTIONS:**

The Managers shall allocate and/or dispense Distributable Cash and other property at such times and in such amounts as they may determine within their sole discretion. All disbursements of Distributable Cash or other property shall be made to the Members in proportion to their respective Membership Interests. Except as provided below, all disbursements of Distributable Cash and/or property shall be made at such time as determined by the Managers.

**LIMITATION OF DISTRIBUTIONS:**

No distribution shall be declared and paid if payment of such distribution would cause the Company to violate any limitation of distributions provided under the law, the ACT, or this Agreement.

**ALLOCATIONS FOR TAX PURPOSES:**

Except as otherwise provided herein, each item of Income, Net Income, or Net Loss of the Company shall be allocated to the Members in the same manner as such allocations are made for book purposes pursuant to

previous paragraphs contained within this section. In the event of a transfer of, or other change in, an interest in the Company during a Fiscal Year, each item of taxable income and loss shall be pro-rated in accordance with the U.S. Internal Revenue Code §706 – Taxable years of partner and partnership, using any convention permitted by law and selected by the Managers.

**TAX STATUS, ELECTIONS, AND MODIFICATIONS REGARDING ALLOCATIONS:**

Notwithstanding any provision contained within this Agreement to the contrary, solely for federal income tax purposes, each of the Members hereby recognizes that the Company shall be subject to all provisions of the U.S. Internal Revenue Code Subchapter X; provided, however, that the filing of all required returns thereunder shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

The Managers, in their sole discretion, may cause the Company to elect pursuant to U.S. Internal Revenue Code Section 754 and the Treasury Regulations to adjust the basis of the Company assets as provided by Section 734 or 743 of the Code and the Treasury Regulations thereunder. The Company shall make such elections for Federal income tax purposes as may be determined by the Managers, acting in their sole and absolute discretion.

The Managers shall prepare and execute any amendments to this Agreement necessary for the Company to comply with the provisions of the Treasury Regulations Sections §1.704-1(b), §1.704-1(c) and §1.704-2 upon the occurrence of any of the following events: (i) incurring any liability which constitutes a "non-recourse liability" as defined within the Treasury Regulation Section §1.704-2(b)(3) or a partner non-recourse debt as defined within the Treasury Regulation Section §1.704-2(b)(4); (ii) a constructive termination of the Company pursuant to U.S. Code Section §708(b)(1)(B); or (iii) the contribution or distribution of any property, other than cash, to or by the Company.

**PARTNER TAX MATTERS:**

The Managers shall designate a Member serving as a Manager, or if there is none, or if none are eligible or able to act, any Member, as the "tax matters partner for federal income tax purposes. The tax matters partner is authorized and required to represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The tax matters partner shall have the final decision making authority with respect to all Federal income tax matters involving the Company. The Members agree to cooperate with the tax matters partner and to do or refrain from doing any or all things reasonably required by the tax matters partner to conduct such proceeding. Any direct out-of-pocket expense incurred by the tax matters partner in carrying out his/her or their obligations hereunder shall be allocated to and charged to the Company as an expense of the Company for which the tax matters partner shall be reimbursed.

**RECORDS AND REPORTS:**

At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep and maintain its records, as required by law, the ACT, and this Agreement, at the principal place of business.

**ACCOUNT BOOKS:**

The Company shall maintain the Company's books and records and shall determine all items of Income, Loss, Net Income, and Net Loss in accordance with the method of accounting selected by the Managers, consistently applied. All of the records and books of account of the Company, in whatever form maintained, shall at all times be maintained at the principal office of the Company and shall be open to the inspection and examination of the Members or their representatives during reasonable business hours. Such right may be exercised through any agent or employee of a Member designated by it or by an attorney or independent



certified public account designated by such Member. Such Member shall bear all expenses incurred in any examination made on behalf of such Member.

All expenses in connection with the keeping of the books and records of the Company and the preparation of audited or unaudited financial statements required to implement the provisions of this Agreement or otherwise needed for the conduct of the Company's business shall be borne by the Company as an ordinary expense of its business.

**COMPANY TAX RETURN AND ANNUAL STATEMENT:**

The Managers shall cause the Company to file a Federal income tax return and all other tax returns required to be filed by the Company for each Fiscal Year or part thereof, and shall provide to each person who at any time during the Fiscal Year was a Member with an annual statement (including a copy of Schedule K-1 to Internal Revenue Service Form 1065) indicating such Member's share of the Company's income, loss, gain, expense and other items relevant for Federal income tax purposes. Such annual statement may be audited or unaudited as required by the Managers.

**BANK ACCOUNTS:**

The bank account or accounts of the Company shall be maintained in the bank approved by the Managers. The terms governing such accounts shall be determined by the Managers and withdrawals from such bank accounts shall only be made by such parties as may be approved and authorized by the Managers.

**TRANSFERABILITY OF MEMBERSHIP INTERESTS AND ADMISSION OF MEMBERS**

**TRANSFERABILITY OF MEMBERSHIP INTERESTS:**

The term "transfer" when used in this Agreement with respect to a Membership Interest includes a sale, assignment, gift, pledge, exchange, or other disposition. A Member shall not at any time transfer its Membership Interest except in accordance with the conditions and limitations established and contained within the section regarding "Restrictions on Transfer of Membership Interests." Any transferee of a Membership Interest by any means shall have only the rights, powers, and privileges set out within the section regarding "Transferee Rights," or otherwise provided by law and shall not become a Member of the Company except as provided within the section regarding "Admission of Transferees as Members."

**RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTERESTS:**

All or part of a Membership Interest may be transferred only with the prior written approval of a Majority of the Managers, which approval may be granted or denied at the sole discretion of the Managers. The Managers shall not so consent unless the proposed transferee shall have furnished the Company with an opinion of counsel, satisfactory in form and substance to such Managers, that neither the offering nor the proposed transfer will violate any Federal or applicable state securities law and that neither such offering or proposed transfer will not adversely affect the Company from being taxed as a partnership for Federal income tax purposes.

**RIGHTS OF TRANSFEE:**

Unless and until admitted as a Member of the Company in accordance within the section regarding "Admission of Transferees as Members," the transferee of a Membership Interest shall not be entitled to any of the rights, powers, or privileges of a Member, except that the transferee shall be entitled to receive the distributions and allocations to which the Member would be entitled but for the transfer of his/her or their Membership Interest.

**ADMISSION OF TRANSFEREES AS MEMBERS:**

A transferee of a Membership Interest may be admitted as a Member of the Company only upon furnishing to the Company all of the following:

- The written consent of all current Members;
- The Acceptance, in a form satisfactory to a Majority of the Managers, of all the terms and conditions of this Agreement; and
- Payment of such reasonable expenses as the Company may incur in connection with his/her or their admission as a Member.

**ADMISSION OF NEW MEMBERS:**

New Members to the Company may only be admitted with the unanimous consent of the Members, upon compliance with all terms specified by the Managers and upon receipt by the Company of an opinion of counsel, satisfactory in form and substance to a Majority of the Managers, that neither the offering nor the proposed sale of the Membership Interest will violate any Federal or applicable state securities law and that neither such offering or sale will adversely affect the Company from being taxed as a Partnership for Federal income tax purposes.

**BUY/SELL RIGHTS AMONG MEMBERS:**

Members of the Company may offer to any other Member the opportunity to buy such Offeror's Members interest or to purchase such Offeree Member's interest, in the Company.

Any Member (the "Offeror Member") may give a Buy/Sell Notice to one or more of the other Members (the "Offeree Member(s)"). For the purposes of the section, a "Buy/Sell Notice" means a notice in writing by the Offeror Member containing both (i) an offer by the Offeror Member to purchase all, but not less than all, of the Membership Interest beneficially owned by the Offeree Member(s) (the "Purchase Offer"), and (ii) an offer by the Offeror Member to sell to the Offeree Member(s) all, but not less than all, of the Membership Interest owned by the Offeror Member (the "Sale Offer").

Upon a Buy/Sell Notice being received by the Offeree Member(s) and pending completion of the transactions contemplated therein, none of the Members shall do or cause to be done or permit the Company to do anything except in the ordinary course of business of the Company.

The Buy/Sell Notice shall stipulate a price for the Membership Interest to be purchased and shall also contain such other terms and conditions as are necessary or appropriate in connection with the transactions contemplated therein, provided that none of such terms and conditions shall conflict in any way with the provisions of this Agreement. The terms of the Purchase Offer or Sale Offer shall be the same as to the other, proportionate to the size of the Membership Interest to be purchased or sold.

The Offeree Member(s) shall have 3 days from the date on which the Buy/Sell Notice is received to accept either of the offers contained therein, when (i) any of the Offeree Member(s) may accept the Purchase Offer by giving to the Offeror Member, within the time prescribed, an Acceptance in writing (the "Acceptance") executed by the Offeree Member(s); (ii) any of the Offeree Member(s) may accept the Sale Offer by giving to the Offeror Member, within the time prescribed, a notification in writing (the "Notification") executed by the Offeree Member(s); any Offeree Member(s) who fails or refuses to give either an Acceptance or a Notification to the Offeror Member(s), within the time prescribed, shall be deemed to have given an Acceptance to the Offeror Member(s).

These provisions shall apply to any Acceptance, Notification, or deemed Acceptance of the Buy/Sell Notice when (i) in the event the Offeree Member(s) give or are deemed to have given an Acceptance, within the time prescribed, each Offeree Member(s) shall be obligated to sell all of its Membership Interest in the Company beneficially owned by such Offeree Member(s) to the Offeror Member(s), who then shall be obligated to purchase such shares; (ii) in the event all of the Offeree Member(s) give a Notification to

the Offeror Member, within the time prescribed, each Offeree Member shall purchase from the Offeror Member and the Offeror Member shall be obligated to sell to the Offeree Member all Membership Interest in the Company beneficially owned by the Offeror Member pro rata, in the proportion to the Membership Interest owned by each Offeree Member(s) in relation to the total Membership Interests owned by all Offeree Member(s); and (iii) in the event some, but not all, of the Offeree Member(s) give a Notification to the Offeror Member and some, but not all, of the Offeree Member(s) give an Acceptance to the Offeror Member within the time prescribed, those Offeree Member(s) who gave a Notification to the Offeror Member shall be required to purchase, from the Offeror Member and from those Offeree Member(s) who gave an Acceptance, all Membership Interest in the Company beneficially owned by the Offeror Member and owned by those Offeree Member(s) who gave an Acceptance. Each of the Offeror Member and those Offeree Member(s) who gave an Acceptance shall be obligated to sell all of their Membership Interest in the Company to those Offeree Member(s) who gave a Notification. If more than one Offeree gives a Notification, such Offeree Member(s) shall purchase such Membership Interest in the Company pro rata in the proportion with the amount of Membership Interest in the Company owned by each such Offeree Member(s) bears to the total Membership Interests owned by all such Offeree Member(s). An Offeror Member shall not be entitled to purchase Membership Interests in the Company owned by some of the Offeree Member(s) and sell his/her or their Membership Interest in the Company to others of the Offeree Member(s).

Upon the formation of a contract by the giving or deemed giving of an Acceptance or Notification, the Member(s) agreeing to purchase shall purchase and the Member(s) agreeing or deemed to have agreed to sell shall convey, transfer and assign to the purchasing Member(s) all of the Membership Interest in the Company held by the selling Member(s) at and for the price set out in the Offer and on the terms and conditions set out therein and in this Agreement. Notwithstanding any other terms contained herein or in an Offer, any purchase of a Membership Interest by any Member(s) may, at the option of the purchasing Member, be by way of all cash at closing, a promissory note at closing, or some cash and a promissory note for the remainder of the purchase price at closing. Any promissory note issued pursuant to this provision shall bear interest at the "U.S. prime rate" or the "Wall Street Journal (WSJ) prime rate", established on the date of closing, plus 7.5%, and such note shall be payable in full on or before 5 year(s) after the date of closing. Such promissory note shall be secured in a manner agreeable to the purchasing and selling Members, and such agreement shall not be unreasonably withheld.

The closing of the purchase and sale transaction pursuant to this Section shall take place within 2 days following the date on which the Acceptance or Notification was given. In the event that the above designated day falls on a weekend or a statutory holiday, the closing shall take place on the next following business day.

Notwithstanding anything contained within this Section, the Members agree that no Member shall be entitled to exercise any rights under this Section for a period of 5 years from the date of the execution of this Agreement.

#### **RIGHT OF FIRST REFUSAL:**

If at any time a Member (hereinafter referred to as the "Disposing Member") wishes to sell any of its Membership Interest in the Company (hereinafter referred to as the "Offered Interest") to any person or person (hereinafter referred to as the "Third Party"), the Disposing Member shall first obtain a bona fide offer from the Third Party (hereinafter referred to as the "Third Party Offer") which he/she is prepared to accept, and then give the other Members (hereinafter referred to as the "Other Members") written notice (hereinafter referred to as the "Offer Notice") containing the identity of the Third Party, the terms and conditions of the Third Party Offer, a true copy of the Third Party Offer, and an offer by the Disposing Member (hereinafter referred to as the "Disposing Member's Offer") to sell the Offered Interest to the Other Members at the same price and upon the same terms and conditions as are contained in the Third Party

Offer. It is understood and agreed that the Third Party's Offer shall be of a nature and type which could be offered on identical terms by the Other Members. The Other Members shall be entitled to purchase the Offered Interest proportionate to the Membership Interest in the Company held by them respectively. If any of the other Members desire to purchase more than its proportionate share of the Offered Interest is shall also indicate in its Acceptance Notice (as herein defined). The Disposing Member's Offer shall be irrevocable for a period of 5 days after receipt of the Offer Notice by the Other Members.

The Other Members may, within 5 days after receipt of the Offer Notice, accept the Disposing Member's Offer by giving written notice thereof, which shall be irrevocable, to the Disposing Member and to the Other Members (hereinafter called the "Accepting Notice").

If within the said 5 day period the Other Members do not give an Acceptance Notice or Acceptance Notices as herein provided, such that all and not less than all of the Offered Interest is required to be purchased, then the Disposing Member's Offer shall be deemed to have been rejected and the Disposing Member shall sell the Offered Interest to the Third Party on the exact same terms and conditions in the Third Party Offer. Where the Third Party does not acquire all of the Membership Interest in the Company, the Third Party shall agree to be bound by the provisions of this Agreement. Specifically such Third Party may not acquire a Membership Interest or be admitted as a Member, except by full compliance with all requirements under Sections titled "Transferability of Membership Interests – Admission of Members." The sale to the Third Party must be completed on the closing date as aforesaid, and such offer shall be deemed for purposes hereof to be a new offer which, pursuant to the provisions of this Section, shall be first offered to the Other Members. The Disposing Member shall provide reasonable proof to the Other Members that the sale of the Offered Interest was completed at such price and upon such terms and conditions as contained in the Third Party Offer, before the Third Party shall be entitled to be registered as a Member of the Company.

A Third Party Offer shall contain a term requiring the Third Party, as a condition of closing, to duly execute and deliver to the Other Members and the Company an agreement to be bound by the terms and conditions of this Agreement including, without limiting the generality of the foregoing, the covenants and obligations of the Disposing Member and the conditions placed on transfer of a Membership Interest and admission as a Member (as set forth in this Section), hereunder, which agreement is to be in form and substance satisfactory to the attorneys for the Other Members and the Third Party acting reasonably.

If the Other Members accept the Disposing Member's Offer, then the transaction of purchase and sale shall be closed as provided for in the Third Party Offer. Notwithstanding any term contained in a Third Party Offer, or herein, any purchase of a Membership Interest by any Member(s), may at the option of any purchasing Member, be made by way of all cash at closing, a promissory note at closing, or partial payment in cash and a promissory note for the remaining balance of the purchase price at closing. Any promissory note issued pursuant to this provision shall bear interest at the prime rate as set forth in the "Wall Street Journal (WSJ) prime rate," as of the date of closing plus 7.5% percent, and such note shall be payable in full on or before 5 year(s) after the date of closing. Such promissory note shall be secured in a manner agreeable to the purchasing and selling Members, such agreement to not be unreasonably held.

Any other Member shall have the right to elect to, by notice in writing to the Disposing Member, within 3 days from the date of receipt of a copy of the Third Party Offer, (i) as a condition precedent to any sale of the Membership Interest by the Disposing Member, require the Third Party to amend the Third Party Offer to provide for the purchase of a pro rata proportion of Membership Interest held by the Other Member, for a price for the Other Member's Membership Interest, which is proportionately the same as the price offered for the Disposing Member's Membership Interest, and at the same time and on the same terms and conditions as contained in the Third Party Offer, in which case the Other Member shall become a Disposing Member for purposes of this Section; or (ii) as a condition precedent to any sale of the

membership Interest by the Disposing Member, require the Third Party to amend the Third Party Offer to provide for the purchase for all of the Membership Interest (or such lesser number as is the subject matter of the Offer) held by the Other Member, for a price for the Other Member's Membership Interest, which is proportionately the same as the price offered for the Disposing Member's Membership Interest, and at the same time and on the same terms and condition as contained in the Third Party Offer, in which case the Other Member shall become Disposing Member for purposes of this Section.

## DISSOLUTION AND TERMINATION

### **WITHDRAWAL:**

Except as otherwise provided in this Agreement, no Member shall at any time retire or withdraw from the Company or withdraw any amount out of his/her or their Capital Account. Any Member retiring or withdrawing in contravention of the Section shall indemnify, defend, and hold harmless the Company and all other Members (other than a Member who is, at the time of such withdrawal, in default under this Agreement) from and against any losses, expenses, judgments, fines, settlements, or damages suffered or incurred by the Company or any such other Member arising out of or resulting from such retirement or withdrawal.

### **DISSOLUTION:**

The Company shall be dissolved upon the first of the following to occur: (i) when the period fixed for the duration of the Company in the Articles of Organization shall expire; (ii) upon the election to dissolve the Company by all Members; (iii) upon the happening of any event of withdrawal (as defined in the ACT) with respect to any Member, unless there is at least one remaining Member, and the business of the Company is continued by the written consent of all the remaining Managers or the written consent of the remaining Members holding a Majority in Interest within 5 days of the action by or affecting the withdrawing Member; (iv) upon a deadlock on management affairs as defined under the Section titled "Dissolution in the Event of a Deadlock;" or (v) The entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the ACT.

Upon dissolution of the Company, the business and affairs of the Company shall terminate and be wound up, and the assets of the Company shall be liquidated under this Section.

Dissolution of the Company shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed as provided under the Section titled "Dissolution in the Event of a Deadlock."

Upon dissolution of the Company, the Managers may cause any part or all of the assets of the Company to be sold in such manner as the Managers shall determine in an effort to obtain the best prices for such assets; provided, however, that the Managers may distribute assets of the Company in kind to the Members to the extent practicable.

### **DISSOLUTION IN THE EVENT OF A DEADLOCK:**

In the event that the Members of the Company fail to agree to a matter which requires unanimous consent pursuant under the Section titled "Matters Requiring Unanimous Consent," a management deadlock is deemed to have occurred when (i) a matter related to the management affairs of the Company has been considered by a meeting of the Members; and (ii) no resolution of the matter has been reached at such meeting of the Members, by virtue of it receiving the unanimous consent of the Members; (iii) within 3 days from such meeting, one or more Members gives notice to all other Members that it considers the Company in deadlock and intends to seek dissolution of the Company due to such deadlock, if a resolution



is not reached in the matter in question; and (iv) such matter is not otherwise resolved or rendered irrelevant within 5 days from the date of the notice mentioned above.

When a management deadlock occurs and is not resolved, the Company shall be dissolved in accordance with this Agreement.

**ARTICLES OF DISSOLUTION:**

Upon the dissolution and commencement of the winding up of the Company, the Managers shall cause the Articles of Dissolution to be executed on behalf of the Company and filed with the Secretary of State and a Manager or authorized Member shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution of the Company.

**DISTRIBUTION OF ASSETS UPON DISSOLUTION:**

In settling accounts after dissolution, the assets of the Company shall be paid (i) first, to creditors, in the order of priority as provided by law, except those to Members on account of the Capital Contributions; (ii) second, an amount equal to the then remaining credit balances in the Capital Accounts of the Members shall be distributed to the Members in proportion to the amount of such balances; and (iii) third, any remainder shall be distributed to the Members of the Company, pro rata to their respective Membership Interests.

**DISTRIBUTIONS IN KIND:**

If any assets of the Company are distributed in kind, such assets shall be distributed to the Members entitled thereto as tenants-in-common in the same proportions as the Members would have been entitled to cash distributions if such property had been sold for cash and the net proceeds thereof distributed to the Members. In the event that distributions in kind are made to the Members upon dissolution and liquidation of the Company, the Capital Account balances of such Members shall be adjusted to reflect the Members allocable share of gain or loss which would have resulted if the distributed property had been sold at its fair market value.

## MISCELLANEOUS PROVISIONS

**COMPETING BUSINESS:**

Except as otherwise expressly provided in this Agreement or the ACT, neither the Managers nor the Members, nor any of their shareholders, directors, officers, employees, partners, agents, family members, or affiliates, shall be prohibited or restricted in any way from investing in or conducting, either directly or indirectly, and may invest in and/or conduct, either directly or indirectly, businesses of any nature whatsoever, except for the ownership and operation of businesses or properties similar to or in the same geographical area as those held by the Company. Except as otherwise provided in this Agreement or the ACT, any investment in or conducting of any such businesses by any such person or entity shall not give rise to any claim for an accounting by any Member or the Company or any right to claim any interest therein or the profits therefrom.

**MEMBER REPRESENTATIONS AND AGREEMENTS:**

Notwithstanding anything contained in this Agreement to the contrary, each Member hereby represents and warrants to the Company, the Managers, and to each other that (i) the Membership Interest of such Member is acquired for investment purposes only, for the Member's own account, and not with a view to or in connection with any distribution, reoffer, resale, or other disposition not in compliance with the Securities Act of 1933, as amended, and the rules and regulations thereunder (the "1933 Act") and applicable state securities laws; (ii) such Member, alone or together with the Member's representatives, possesses such expertise, knowledge, and sophistication in financial and business matters generally, and in the type of transactions in which the Company proposes to engage in particular, that the Member is capable of

evaluating the merits and economic risks of acquiring and holding the Membership Interest and the Member is able to bear all such economic risks now and in the future; (iii) such Member has had access to all of the information with respect to the Membership Interest acquired by the Member under this Agreement that the Member deems necessary to make a complete evaluation thereof and has had the opportunity to question the other Members and the Managers, if any, concerning such Membership Interest; (iv) such Member's decision to acquire the Membership Interest for investment has been based solely upon the evaluation made by the Member; (v) such Member is aware that the Member must bear the economic risk of an investment in the Company for an indefinite period of time because Membership Interests have not been registered under the 1933 Act or under the securities laws of various states and, therefore, cannot be sold unless such Membership Interests are subsequently registered under the 1933 Act and any applicable state securities laws or an exemption from registration is available; (vi) such Member is aware that only the Company can take action to register Membership Interests and the Company is under no such obligation and does not propose to attempt to do so; (vii) such Member is aware that this Agreement provides restrictions on the ability of a member to sell, transfer, assign, mortgage, hypothecate, or otherwise encumber the Member's Membership Interest; (viii) such Member agrees that the Member will truthfully and completely answer all questions and make all covenants that the Company or the Managers may, contemporaneously or hereafter, ask or demand for the purpose of establishing compliance with the 1933 Act and applicable state securities laws; and (ix) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state or country of organization and that it has full organizational power and authority to execute and agree to this Agreement and to perform its obligations hereunder.

**NOTICE:**

All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing.

All notices, demands and requests to be sent to any Manager or Member pursuant to this Agreement shall be deemed to have been properly given or served if addressed to such person at the address as it appears on the Company records and (i) personally delivered, (ii) deposited for next day delivery by Express Delivery or other similar overnight courier services, (iii) deposited in the United States mail, prepaid and registered or certified with return receipt requested, or (iv) transmitted via facsimile or other similar device to the attention of such person with receipt acknowledged.

All notices, demands, and requests so given shall be deemed received when (i) actually received, if personally delivered or deposited for next day delivery with an overnight courier or faxed, or (ii) as indicated upon the return receipt if deposited in the United States mail.

The Managers and Members shall have the right, from time to time, and/or at any time during the term of this Agreement, to change their respective addresses by delivering to the other parties written notice of such change in the manner prescribed in the aforementioned second Notice paragraph.

All distribution to any Member shall be made at the address at which notices are sent unless otherwise specified in writing by any such Member.

**NO PARTITION ACTION:**

No Member shall have any right to maintain any action for partition with respect to the property of the Company.

**AMENDMENTS:**

This Agreement or the Articles of Organization may only be amended or modified by a writing executed and delivered by each of the Members. A vote of the Majority in Interest of all Members is required for any



amendment.

**POWER OF ATTORNEY:**

Each Member hereby makes, constitutes, and appoints each elected Manager as may be serving from time to time, severally, with full power of substitution, as the Member's true and lawful attorney-in-fact, for such Member and in such Member's name, place, and stead and for the Member's use and benefit to sign and acknowledge, file, and record, any amendments hereto among the Members and for the further purpose of executing and filing on behalf of each Member any documents necessary to constitute the continuation of the Company, the admission or withdrawal of a Member, the qualification of the Company in a foreign jurisdiction (or amendment to such qualification), the admission of substitute Members, or the dissolution or termination of the Company, provided such continuation, admission, withdrawal, qualification, or dissolution and termination are in accordance with the terms of this Agreement.

The foregoing power of attorney is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death or legal incapacity of each Member. It may be exercised by any one of said attorneys by listing all of the Members executing any instrument over the signature of the attorney-in-fact acting for all of them. The power of attorney shall survive the delivery of an assignment by a Member of the whole or any portion of his/her or their Membership Interest. In those cases in which the assignee of, or the successor to, a Member owning Membership Interest has been approved by the Members for admission to the Company as a substitute Member, the power of attorney shall survive for the sole purpose of enabling the Managers to execute, acknowledge, and file any instrument necessary to effect such substitution.

This power of attorney shall not be affected by the subsequent incapacity or mental incompetence of any Member.

**GOVERNING LAW; ARBITRATION:**

This Agreement, being made in the County of Dade in the State of Florida, with the rights and obligations of the Members hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. Any dispute arising out of or in connection with this Agreement or the breach thereof shall be decided by arbitration to be conducted in Dade, Florida in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, and judgment thereof may be entered in any court having jurisdiction thereof.

**ENTIRE AGREEMENT:**

This Agreement, including all schedules to this Agreement, as amended from time to time, in accordance with the terms of this Agreement, contains the entire agreement among the parties relative to the subject matter hereof.

**WAIVER:**

No consent or waiver, express or implied, by any Member to or for any breach or default by any other Member in the performance by such other Member of his/her or its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member of the same or any other obligations of such other Member under this Agreement. Failure on the part of any Member to complain of any act or failure to act of any of the other Members or to declare any of the other Members in default, regardless of how long such failure continues, shall not constitute a waiver by such Member of his/her or its rights hereunder.

**SEVERABILITY:**

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be

enforced to the greatest extent permitted by law.

**BINDING AGREEMENT:**

Subject to the restrictions on transferability set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the undersigned members and their respective legal representatives, successors and assigns.

**TENSE AND GENDER:**

Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neutral gender is used inappropriately within this Agreement, this Agreement shall be read as if the appropriate gender was used.

**CAPTION:**

Captions are included solely for convenience of reference and if there is any conflict between captions and the text of this Agreement, the text shall be the ruling and controlling factor.


**BENEFITS OF AGREEMENT:**

Nothing in this Agreement, expressed or implied, is intended or shall be construed to give to any creditor of the Company or any creditor of any Member or any other person or entity whatsoever, other than the Members and the Company, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any covenant, condition, or provisions herein contained, and such provisions are and shall be held to be for the sole and exclusive benefit of the Members and the Company.

**COUNTERPARTS:**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purpose and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

***IN WITNESS WHEREOF***, the undersigned, being the initial Managers and all of the Members of the Company, have caused this Agreement to be duly adopted by the Company as of the date provided below, and do hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement through the signing thereof.




  
Sigfrido Guban - MGR

08/25/2016  
  
(Date)

## SCHEDULE I – COMPANY MANAGERS

Sigfrido Guban

SCHEDULE II – MEMBER INFORMATION, CONTRIBUTION &  
INTEREST PERCENTAGE

Member Name & Address	Initial Capital Contribution and Percentage of Membership Interest	
Michael Kobiakov 6355 NW 36th St. Suite 603 Miami, Florida 33166		49,00 08/20/2018
Sigfrido Guban 6355 NW 36th St. Suite 603 Miami, Florida 33166		49,00 08/20/2018
Vernon Green 6355 NW 36th St. Suite 603 Miami, Florida 33166		2,00 08/20/2018
Michael Kobiakov , Florida		

D3.1 RFP and Amendment # 1 Signed and Notarized

**REQUEST FOR PROPOSAL # 01-16/17**

**Request For Proposals (RFP)  
to Provide Food & Beverage (F & B) Operation Services**

**at**

**Miami Springs Golf and Country Club**

**Owned by: City of Miami Springs**

## CITY OF MIAMI SPRINGS

Tammy Romero  
ACM

### **LEGAL NOTICE** **REQUEST FOR PROPOSAL # 01-16/17**

Purchasing Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305)805-5035  
Fax: (305)805-5040  
[romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov)

#### **Food & Beverage (F&B) Operation Services**

Sealed Proposals for providing **Food & Beverage (F & B) Operation Services** will be received until **2:30 P.M. on the December 1<sup>st</sup>, 2016**, by the City of Miami Springs via the City Clerk, on the 2<sup>nd</sup> floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166.

Proposals will then be transferred to the Council Chambers, at time, date, and place noted above, and proposals will be publicly opened. Any proposals received after time and date specified will not be considered and returned to the proposer unopened.

A **Mandatory Site Visit and Pre-Bid Conference** will be held on **November 1<sup>st</sup>, 2016 at 9:30 AM**. RFP responders are to meet at **Miami Springs Golf & Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Mandatory** pre-bid conference will be held at the **City of Miami Springs, Council Chambers, 2<sup>nd</sup> floor**, 201 Westward Drive, Miami Springs, Fl. 33166 where any technical questions will be answered.

**Deadline to request any additional information/clarification will be November 4<sup>th</sup>, 2016.**

This Request for Proposal (RFP) is available upon written request to Tammy Romero at [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov). All requests must be accompanied by name, address, phone and fax number.

The City of Miami Springs reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Proposal including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise competent, and submits the lowest responsive and responsible Response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

CITY OF MIAMI SPRINGS

#### GENERAL CONDITIONS AND INSTRUCTIONS

RFP# 01-16/17

Page 2

Initials: 

ACCEPTANCE OR REJECTION OF PROPOSALS

The City of Miami Springs reserves the right to waive irregularities or technicalities in proposals or to reject all proposals or any part of any proposal.

ADDITIONAL INFORMATION Each proposer shall examine all parts of the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. The City of Miami Springs shall not be responsible for oral interpretations given by any city employee, representative, or others. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City of Miami Springs or the compensation to the proposer. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to:

Tammy Romero  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Telephone: (305) 805-5035  
Facsimile: (305) 805-5040

The proposal title and number should be referenced on all correspondence. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. If any amendments are issued to this Request for Proposal, the City will attempt to notify all prospective proposers who have secured same; however, it shall be the responsibility of each proposer, prior to submitting their proposal, to contact the City of

Miami Springs to determine if an amendment was issued and make such amendment a part of their proposal.

PROPOSAL SUBMISSION One (1) original and one (1) electronic copy of this entire document as well as any other pertinent documents should be returned in order for the proposal to be considered for award. Proposals shall be submitted to the Purchasing Agent properly signed in ink, notarized, and submitted in a sealed envelope on which shall be shown the name of the proposer, proposal opening date, and name and proposal number of the Proposal.

By submitting a proposal, the proposer declares that he understands and agrees that this bid proposal, specifications, provisions, terms and conditions of same, shall become a valid contract between the City of Miami Springs and the undersigned upon notice of award of contract in writing and/or issuance of Purchase Order by the City of Miami Springs.

ASSIGNMENT The successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

PROPOSER CERTIFICATION Submission of a signed proposal is proposer's certification that the proposer will accept any awards made to him as a result of said submission at the prices and terms contained therein.

PROPOSAL TABULATIONS Proposers desiring a copy of the proposal tabulation may request same by enclosing a self-addressed stamped envelope with their proposal.

PROPOSAL WITHDRAWAL No proposal can be withdrawn after it is filed unless the proposer makes his request in writing to the City prior to the time set for the opening of proposals, or unless the City fails to accept it within ninety (90)



days after the date fixed for opening proposals.

**PROPOSER RESPONSIBILITY** Before submitting the proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the City that the proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful proposer from his obligation to comply in every detail with all provisions and requirements of the contract documents.

**DEFAULT** Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a proposal before such award is made, may result in forfeiture of that portion of any proposal surety required equal to liquidated damages incurred by the City. Where surety is not required, failure to execute a contract as described above may be grounds for removing the proposer from the proposer's list.

**DELIVERY** All service, materials, and/or equipment are purchased F.O.B. point of delivery in Miami Springs. The successful proposer must prepay all transportation charges to designated point of delivery in Miami Springs. Collect or Freight Due shipments will be refused.

**EXCEPTIONS TO SPECIFICATIONS** Proposers taking exception to any part or section of these specifications shall indicate such exceptions on their proposal and prove to the satisfaction of the City that said item is equal to, or better than, the product specified. Proposals for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, proposer **MUST** attach to the specification documents on Company letterhead a statement identifying, but not limited to, the manufacturer, brand name, make, model and/or Catalog Number(s) of each proposed alternate, plus a complete

description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The proposer must indicate any variances to the specification document no matter how insignificant.

The City of Miami Springs reserves the right to approve as an equal, or to reject as not being an equal, any article the proposer proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.

Notwithstanding the foregoing, the City reserves the right to prohibit, in advance, any consideration of "or equal" submittals prior to the dissemination of any bid/RFP specifications.

Proposers **MUST** submit any cost-saving/value-added alternate proposal pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the proposal pricing as specified, allowing for clear evaluation and value-analysis by the City.

**EXPENSES INCURRED IN PREPARING PROPOSAL** The City accepts no responsibility for any expenses incurred in the proposal's preparation, and presentation; such expenses are to be borne exclusively by the proposer.

**INDEMNIFICATION** The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by Proposer or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the

City's Officials, agents and employees; the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

INSURANCE Proposer shall furnish evidence of insurance to the Procurement and Purchasing Department. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The City of Miami Springs shall be listed as an "Additional Insured". Issuance of a purchase order is contingent upon the proper insurance documents. All insurance shall be maintained until work has been completed and accepted by the City.

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.

Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength. The company must be rated no less than "B" as to management and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Finance Director.

Certificates of Insurance acceptable to the City shall be filed with the City

prior to the commencement of the work. These policies described above, and any certificates shall specifically name the City of Miami Springs as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the City of Miami Springs.

Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

INSPECTION All articles, materials, and supplies purchased are subject to inspection on arrival at destination. The City of Miami Springs reserves the right to return for full credit at the risk and expense of the successful proposer, all or part of the articles, materials, or supplies furnished contrary to specifications and instructions.

LATE PROPOSAL REJECTION The City of Miami Springs is not responsible for the delivery of any bid proposal. All bid proposals received by the Purchasing Agent after the time stated in the Request for Proposal, shall be returned unopened and will not be considered for award.

LAWS AND REGULATIONS It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. Non-compliance with all federal state and local orders and laws

may be considered grounds for termination of contract(s).

LICENSES AND REGISTRATIONS The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Dade County, the City of Miami Springs, or the State of Florida. Every vendor submitting a proposal on this Request for Proposal should include a copy of the company's occupational license or a written statement on letterhead indicating the reason no license exists. Miami Springs, Florida-based businesses are required to purchase an Occupational License to conduct business within the City. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Miami Springs, may also be required to obtain such a license by their own local government entity or by Miami Springs. For information specific to Miami Springs occupational licenses call (305) 805-5030.

METHOD OF AWARD The City of Miami Springs reserves the right to make the award on a total or package basis or on a unit basis, whichever is deemed in the best interests of the City.

PATENTS AND ROYALTIES The proposer, without exception, shall indemnify and save harmless the City of Miami Springs, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Springs, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is agreed that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

QUALIFICATION OF PROPOSERS Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Miami Springs that he has the necessary

facilities, ability, and financial resources, to furnish the service/product as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the City to satisfy itself as to the proposer's qualifications. Failure to qualify according to the foregoing requirements may justify the City in rejecting his proposal.

PUBLIC ENTITY CRIMES A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of 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 excess of 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.

RELATION OF CITY It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said successful proposer, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

TAXES The City of Miami Springs is exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Tax Certificate Number is 85-8012621640C-5.



City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166-5259

**REQUEST FOR PROPOSAL #01-16/17 to Provide Food & Beverage Operation  
Services at Miami Springs Golf and Country Club**

Bids to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166  
at 2:30 P.M. on Thursday, December 1st, 2016

Vendor Name: <b>AMBER 18 HOLES SERVICES LLC</b>	Federal Identification or Social Security Number:
Vendor Mailing Address: <b>6355 NW 36 ST, SUITE 603</b>	Payment Terms: Bi-Weekly
City - State - Zip Code: <b>MIAMI, FL 33166</b>	The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card).
(Area Code) Telephone Number: <b>305-6400661</b>	Do you accept this form of payment: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
E-Mail Address: <b>amber18holeservices@gmail.com</b>	Delivery in days After Receipt of Purchase Order:
	(Area Code) Facsimile Number:
	Initial appropriate box to acknowledge amendment(s), if necessary.
	<input checked="" type="checkbox"/> Amendment #1 <input type="checkbox"/> Amendment #2 <input type="checkbox"/> Amendment #3
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign for, and commit, the vendor.</p>	
<p>Authorized Signature (Manual) </p> <p><b>SIGFRIDO GUBAN / GENERAL MANAGER</b> Authorized Signature (Typed or Printed Title)</p>	
<p>STATE OF: <u>Florida</u> COUNTY OF: <u>MIAMI DADE</u></p> <p>BEFORE ME, the undersigned authority, this document was acknowledged by <u>SIGFRIDO GUBAN</u> who:</p> <p><input type="checkbox"/> is personally known to me, or <input checked="" type="checkbox"/> produced identification</p> <p>who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed.</p> <p>SWORN TO AND SUBSCRIBED before me this <u>30</u> day of <u>NOVEMBER</u> 2016.</p> <p>MY COMMISSION EXPIRES:</p> <p> <b>LOURDES C. MARIN</b> MY COMMISSION # FF 178397 EXPIRES: January 8, 2019 Bonded thru Budget Notary Services</p> <p> NOTARY PUBLIC, State of Florida At Large</p> <p>Printed Name</p>	

### STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5040 or mail the form to:

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

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

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

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

Do you desire future solicitations? ☐ Yes ☐ No

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## SPECIAL CONDITIONS

### TERM OF AGREEMENT

The term of the agreement shall commence on January 9th, 2017, (the "Commencement Date") and shall extend for a period of five (5) years thereafter (the "Term") unless sooner terminated pursuant to the provisions of the agreement.

**TERMINATION OF CONTRACT** The City of Miami Springs reserves the right to terminate this contract if the successful bidder fails to perform satisfactorily in all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of such termination, the City additionally reserves the right to make the award for the balance of the contract period to the next higher bidder.

**EVALUATION OF BIDS** Bid evaluation will be based on (Refer to Criteria for Award below):

- Operational Plan/ Business Plan
- Experience/Qualifications
- Revenue Proposal to the City

**FAILURE TO COMPLY** Any failure on the part of a responder to provide the documentation set forth in the bid specifications could, in and of itself, constitute a determination that the proposal is non-responsive and therefore disqualified.

### **BIDDERS STANDARD CHECKLIST:**

Did you remember to include/complete the following?

- ☒ 1 Original and 1 electronic copy of bid submittal
- ☒ Proof of current insurances
- ☒ Sign for Amendment receipts

Although the foregoing is intended to provide a complete list of all bid requirements and submittals, the City's failure to include any bid requirements or submittals therein, shall not constitute a waiver of any Bid/RFP requirements for any proposer.



## REQUEST FOR PROPOSAL

### I. Purpose:

The City of Miami Springs is seeking proposals for providing Food & Beverage Operation services at the City of Miami Springs Golf and Country Club located at 650 Curtiss Parkway, Miami Springs, FL 33166. An aerial Google map of the course, photographs and plan/layout of the Golf and Country Club is attached as Exhibit "A" to this Request for Proposal (RFP). The City desires that all those submitting proposals ("F & B Operators") possess the experience and qualifications necessary to provide quality products and services at affordable prices to the golfers and visitors of the Golf and Country Club.

### II. Background:

The City of Miami Springs Golf Course is a 183-acre, 18-hole golf course, which includes a driving range and practice putting green; a country club area containing a pro-shop and restaurant and banquet facilities, and a full-service bar and catering kitchen. The golf course opened in September 1923 and hosted approximately 26,078 rounds of golf in fiscal year 2014/2015 and 28,763 rounds in fiscal year 2015/2016. The golf course is located near the Miami International Airport and major hotels. The Food & Beverage Operation service is located in the golf course county club.

### III. Service Area:

The Food & Beverage Operations area also known as the "Country Club" is approximately 10,000 square feet and includes the areas as follows (Rooms and capacity):

- "Grill" Room - capacity of 88 people also includes:
  - Full-service bar
  - Kitchen (110 sq. ft.)
  - "Curtiss" Room (private dining /meeting area)
- "Majestic" Room (restaurant/banquet) - capacity of 150 people
- "Dynasty" Room (restaurant/banquet) - capacity of 210 people
- Catering Kitchen (1,500 sq. ft.)
- Uncovered Patio (800 sq. ft.)

**Note:** square footages provided are approximations only.

### IV. Request for Proposal Information:

#### 1. Request Documentation and information:

This Request for Proposal (RFP) is available by electronic copy upon written request to Tammy Romero at [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov). All requests must include company name, address, and contact information including name, phone and email.

All inquiries suggestions or requests concerning interpretation, clarification or additional information pertaining to this RFP must be requested in writing via letter, fax or e-mail **no later than 5:00PM on November 4th, 2016** to:

Tammy Romero, ACM  
201 Westward Drive  
Miami Springs, FL 33166  
Phone: 305-805-5035  
Fax: 305-805-5040  
E-mail: [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov)



2. A **Mandatory Site Visit and Pre-Bid Conference** will be held on **November 1st, 2016 at 9:30 AM**. RFP responders are to meet at **Miami Springs Golf & Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Mandatory** pre-bid conference will be held at the **City of Miami Springs, Council Chambers, 2<sup>nd</sup> Floor**, 201 Westward Drive, Miami Springs, FL 33166 where any technical questions will be answered.
3. **RFP Response:** One (1) original and one (1) electronic copy on CD or USB of this entire document as well as any other pertinent documents must be returned in order for the proposal to be considered for award. Proposals must be received on or before **2:30p.m.** on **Thursday, December 1st, 2016**, in a sealed and labeled envelope (package) and shall be delivered to:

City Clerk's Office  
2nd floor  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Responses must be clearly marked on the outside of the package with a label as follows:

RFP# 01-16/17  
Food & Beverage Operation Services

The City will not be responsible for the premature opening of or failure to open a proposal not properly identified. If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

Proposals, including those sent by mail, must be received and delivered to the designated location (listed above) prior to the time and date for receipt of proposals indicated above, or any extension thereof made by Addendum. Proposals received after the time and date for receipt of proposals will be returned unopened.

Each RFP Responder shall assume full responsibility for timely delivery at the location designated for receipt of proposals. Oral, telephonic, faxed or e-mailed Proposals are invalid and will not receive consideration.

4. **"Cone of Silence":**

RFP Responders are advised that from the date of release of this RFP until the recommendation of an award of the contract is made to Council, no contact with City staff related to this RFP is permitted, except as authorized by the Contact Person and/or in conjunction with scheduled Responder's activities. Any such unauthorized contact shall not be used as a basis for responding to this RFP. All parties that have attended the pre-bid conference will be advised of any changes to this RFP by way of Amendment. All parties who submit proposals will receive notification by U.S. Mail, via facsimile, or e-mail of the proposal that is recommended for selection, such recommendation may be viewed at <http://www.miamisprings-fl.gov/meetings>.

**5. Lobbying:**

RFP Responders are advised that the City of Miami Springs prohibits any responder or anyone representing any responder from communicating with any Council member, or City staff, regarding its proposal (i.e., a "Cone of Silence"). The "Cone of Silence" is in effect as of the date the RFP is advertised until a recommendation for award is made to the Council, staff rejects all proposals, or otherwise takes action which ends the solicitation process. The exceptions to the "Cone of Silence" specifically include contract negotiations during any public meeting, contract negotiations between any City employee and the intended awardee, public presentations made to the Council or any written correspondence at any time with any City Council or City staff, unless asking questions, providing answers and amendments to the RFP as exceptions to the "Cone of Silence" specifically prohibited by the applicable competitive solicitation process.

**6. Projected Timeline:** (Dates are subject to change)

Advertise Request for Proposal	<b>October 20th, 2016</b>
<b>Mandatory</b> Site Visit/ Pre-Bid Meeting	<b>November 1st, 2016</b>
Clarification deadline	<b>November 4th, 2016</b>
Amendment (pending complexity)	<b>November 8th, 2016</b>
Bid Opening	<b>December 1st, 2016</b>
Recommendation of Award to City Manager and Council	<b>December 12th, 2016</b>
Pre-Services Meeting	<b>December 19-30, 2016</b>
Contract Start Date	<b>January 9th, 2017</b>
Contract End Date	<b>January 10th, 2022</b>

**V. Insurance Requirements:**

Each RFP responder must furnish evidence of insurance with submittal of this Proposal. Prior to execution of the contract, the City of Miami Springs must be listed as an "Additional Insured" (see General Conditions and Instructions).

Each RFP responder shall, at its sole expense, maintain in full force and effect at all times during the life of the agreement, insurance coverage's and limits (including endorsements), as described herein. Each policy shall provide the City with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Any RFP Responder are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by any RFP responder under the Agreement.

**VI. Bid Bond**

Not applicable

**VII. Local Business**

No local preference will be given unless in the event of a tie.

**VIII. Criteria for Award:** Proposals shall be evaluated on the following three criteria/categories: (1) Operational Plan/Business Plan, (2) Experience/Qualifications, (3) Revenue Proposal.

1. **Operational Plan/Business Plan (30 points)**

A maximum of 30 points may be assigned to this category with the most points being given to the proposal that indicates the best operational plan/business plan as determined by the Procurement Department.

2. **Experience/Qualifications (25 points)**

A maximum of 25 points may be assigned to this category with the most points being given to the proposal exhibiting the most relevant experience and best F & B Operator qualifications as determined by the Procurement Department.

3. **Revenue Proposal (45 points)**

A maximum of 45 points may be assigned to this category with the most points being given to the proposal which indicates the largest rental revenue income to the City. The highest amount of proposed rent may receive the maximum 45 points. Each other proposal shall receive a proportionate reduction in points based on the rent proposed from highest to lowest amount proposed.

**IX. Council Review and Determination:**

1. Procurement Department reviews, evaluates, and ranks proposals received.
2. Rankings, supporting documents & a staff recommendation are then presented to the City Council.
3. City Council can:
  - a) award based upon staff recommendation
  - b) Request presentations by any number of the ranked proposers before making an award of the RFP.
  - c) Ask staff to re-evaluate proposals based upon City Council discussions.
  - d) Reject all proposals.

## SCOPE OF SERVICE FOOD & BEVERAGE (F & B) Operator

### I. Required Operations:

The F & B Operator will maintain full and complete control of the usages, functions and events to be assigned in the Food & Beverage Operations area ("Country Club").

F & B Operator understands and agrees that the "Grill" and "Curtiss" rooms are to be primarily reserved for the support of the golf operations, citizens' needs and accommodations, and meetings and events of local civic groups and organizations. The remaining rooms ("Majestic" and "Dynasty") may be used in a manner that best serves the needs of the F & B Operator. However, the intended use of these rooms shall be explained in detail within the F & B Operators response within the Operational Plan/Business Plan.

Furthermore, it is understood that the City shall have the unlimited right to utilize catering services from outside vendors for specific golf tournaments and/or City sponsored events.

The F & B Operator acknowledges, by responding to this RFP, the importance of cooperating with the Golf Departments staff in regards to providing required parking for all golfers and golf functions. The F & B Operator shall be responsible to determine and assign appropriate parking arrangements to accommodate all food & beverage functions that may conflict with the existing needs of the golfers and golf functions.

The F & B Operator agrees to provide, at minimum, the following Food & Beverage Operational Services at the Country Club facility:

- Catering for Golf Tournaments (utilizing at least three (3) fixed menus) when requested.
- Catering for local civic groups and organizations (daytime lunch meetings conducted on a regular basis)
- Provide a dedicated monitored phone in the "Grill" room (notification sign of service to be provided near the 7th hole), so that food orders can be ordered in advance for pick-up or dine-in by golfers while playing.
- Establish a "Golfer Fare" menu to be distributed on or with score cards (such as cold & hot sandwich items, hot dogs, burgers, salads, wraps and snacks) that can be quickly prepared for easy pick-up to allow continuous play.
- Provide early morning coffee services and pre-packaged baked goods for golfers.
- Room rental charges and/or corkage charges (for charitable events/Golf Tournaments in which food is donated).
- Grill and Bar Services in the "Grill" and "Curtiss" rooms (to support the daily needs and requirements of golfers, citizens and local groups and organizations)
- Provide beverages, including beer, wine and liquor to the golfers and visitors to the Country Club on a daily basis, which in the past have been typically served in the "Grill" room" area.
- The sale of liquor under the Food & Beverage operation services shall be limited to the Country Club area only. The F & B Operator shall have the option to use the City's current liquor license as required to sell beer, wine and liquor.
- City shall have the use of the facility for organized golf tournaments and other events. City reserves the right to host unlimited golf tournaments and up to ten (10) events/programs sponsored or operated by the City each year where the organizer of the

tournament/event/program may bring in donated or purchased food & beverage items from an outside source for distribution to the event participants and for which the City shall not be charged for the use of the facility. The City shall provide written notice to F & B Operator at least 30 days in advance (for the cost free use of one room only) of such scheduled tournaments/events where food & beverage will be provided by the organizer.

- F & B Operator shall notify the City of Miami Springs, in writing at least ten (10) business days in advance if special activities are planned; however, permission to allow special activities will be granted or denied at the City's sole and absolute discretion.
- Catering for golf tournaments and other events.

F & B Operator shall coordinate and cooperate with the City regarding special events and activities conducted within the City and shall, upon request from the City, suspend operation of the food & beverage services when such events warrant the suspension of the operation of the food & beverage as determined by the City of Miami Springs.

The F & B Operator must purchase, provide and install whatever new equipment, appliances, furnishings, materials, and supplies, will be required in order to fulfill the F & B Operator's responsibilities including, but not limited to fuel, power, water, and essential communications.

F & B Operator shall pay to the City Annual Rent during the term of the agreement in equal monthly installments, together with all applicable sales taxes thereon, on the first day of each month, in advance, without any prior demand therefore or any deduction, holdback or setoff whatsoever.

The initial monthly installment of Annual Rent shall be due within fifteen (15) days after the Commencement Date. Any Annual Rent payment hereunder for any fractional month shall be calculated and paid on a per diem basis using a 30-day month.

On each anniversary date of the Commencement Date of the Agreement or any extension thereof, the Annual Rent shall be adjusted based on the F & B Operators RFP response for years two through five.

Annual Rent shall be made payable to the City of Miami Springs and shall be delivered to the City of Miami Springs, Attn: William Alonso, City Manager/ Finance Director, 201 Westward Drive, Miami Springs, FL 33166.

F & B Operator shall not use, nor permit, the use, of the Food & Beverage Operation at the Miami Springs Golf & Country Club for any other use, business, or purpose whatsoever without the prior written consent of City, which consent may be granted or withheld in City's sole discretion.

F & B Operator shall not prohibit or hinder City personnel or any law enforcement officers from performing their official duties.

F & B Operator shall not commit or permit any reckless or dangerous conduct on the premises of the Miami Springs Golf & Country Club at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

F & B Operator shall operate its business on the premises of the Miami Springs Golf & Country Club during the Term of the agreement with due diligence and efficiency and in a manner prudent and in accord with generally accepted business practices within the locale for F & B Operator's business. It

is the specific requirement of this RFP that the Food & Beverage Operation services be offered in a manner that is supportive of the golf operations, beneficial to the citizens of the community, and an enhancement of the reputation of the Miami Springs Golf and Country Club.

F & B Operator will control and maintain the "Master Booking Calendar" for the facility and the activities to be conducted therein. All golf, citizen and local civic group and organization events are subject to the scheduling discretion of the F & B Operator, who agrees to be reasonable, cooperative and supportive of all groups and the booking of their events.

Additionally, the F & B Operator, by its submittal of a response to this RFP, acknowledges and understands the vital nature of the golf operation at the Country Club to the City and its finances and warrants that it will fully support, and cooperate with, the City and its golf department in the coordination of the scheduling of events and the services to be provided at all golf related events.

F & B Operator shall operate the food & beverage services seven (7) days a week, year round, according to the following schedules:

- Grill: Monday - Friday 9:00a.m. to 7:00p.m.
- Kitchen: Monday - Friday 9:00a.m. to 9:00p.m.;  
Saturday - 8:00a.m. to 7:00p.m.; and  
Sunday - 8:00a.m. to 7:00p.m.
- Bar: Monday - Friday 9:00a.m. to 9:00p.m.;  
Saturday - 8:00a.m. to 9:00p.m.; and  
Sunday - 8:00a.m. to 7:00p.m.

F & B Operator shall not implement any changes in the aforesaid required times of operation unless written approval has been received from the City of Miami Springs, which approval may be granted or withheld in its sole and absolute discretion.

City may, at its sole discretion, include F & B Operator's food & beverage services as part of golf packages sold by City for tournaments, leagues, and special events. City shall coordinate with F & B Operator regarding the selection, quantity, and dates needed. City shall collect the payments for any food & beverages included in the golf packages, and then pay the F & B Operator for its participation upon receipt of an invoice from F & B Operator. City shall process the payment through its Finance Department.

F & B Operator shall maintain customer service as a top priority and shall employ a sufficient number of qualified staff to properly operate the food & beverage services at the Miami Springs Golf & Country Club. F & B Operator shall provide employees who are professional, friendly, well-dressed, and courteous to the golfers and general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to the City.

F & B Operator and staff shall wear a uniform, logoed shirt that includes a collar and sleeves and professional looking solid pants or shorts (no cut-off shorts or jeans) which, in the sole determination of the City, clearly distinguishes a Food & Beverage employee.



F & B Operator shall be responsible for training all food & beverage staff concerning the customer service philosophies of City of Miami Springs.

The F & B Operator shall also maintain a good working relationship with the City Golf Department management and maintenance staff.

Use of profanity, alcohol, and illegal substances by F & B Operator, staff, subcontractors and agents is strictly prohibited.

F & B Operator shall appoint a responsible person to be a member of the Golf Facility Management Team which is currently scheduled to meet on a weekly basis. The F & B Operator's representative shall be someone who has the authority to make operational decisions on behalf of the F & B Operator.

F & B Operator shall provide telephone and/or cellular phone service at the Miami Springs Golf & Country Club facility during all hours of operation for emergency calls and to ensure accessibility by the public for general questions, schedules, etc.

F & B Operator shall, at its own expense, obtain, maintain, and comply with all required certifications, licenses, training, and permits necessary to operate the facility, including a liquor license that permits F & B Operator to sell beer, wine and liquor (if F & B Operator does not desire to use the City's liquor license) for consumption within the Miami Springs Golf & Country Club facility. The sale of liquor shall be limited to the Country Club Food & Beverage Operation only. Proof of licensure and proper insurance coverages shall be required prior to the Commencement Date, and provided to the City of Miami Springs. F & B Operator shall conduct operations in such a manner as to meet all applicable health and food standards and codes.

F & B Operator shall provide, at no charge to the customer or City, 16 oz. to 20 oz. paper cups for ice and water.

F & B Operator shall conduct its operations and activities in a safe manner and comply with all safety and health regulations and standards imposed by Governmental Regulations, and shall ensure that all operation employees do the same. F & B Operator agrees that neither they, nor employees or any person working for or on behalf of F & B Operator, shall require any personnel engaged in the performance of F & B Operator's operations to work in surroundings or under working conditions which are unsanitary, unsafe, hazardous or dangerous to his or her health or safety as determined by Governmental Regulations.

For payment of any customer charges, F & B Operator shall accept a minimum of two (2) of the following credit cards: Visa, MasterCard or American Express.

F & B Operator shall not conduct special events or promotions of any kind within the Golf and Country Club unless prior written approval by the City of Miami Springs has been provided.

F & B Operator shall perform a background check on each employee prior to the employee beginning work. F & B Operator shall forward a copy of each background check to the City of Miami Springs for review prior to the employee commencing work. City reserves the right to disallow employment of any candidate or employee whose background check reveals one or more disqualifying offenses. A list of potential disqualifying offenses is available from the City of Miami Springs upon request. F & B Operator shall notify the City of Miami Springs of any disqualifying



offense it has knowledge of as to any of its employees during the term of the agreement and F & B Operator shall immediately terminate employment of any and all employees whom F & B Operator discovers have committed a disqualifying offense.

F & B services may, with the approval of the City representative, suspend operation of the food & beverage whenever the Golf and Country Club is closed due to severe storms or maintenance/construction. Reasonable effort shall be made to reopen the Golf and Country Club in a timely manner following the inclement weather or maintenance, and construction. If the closure is for an extended period of time (greater than seven (7) consecutive days), City shall prorate the monthly payment of Annual Rent.

## II. Rules and Regulations Applicable to Food & Beverage Operation at Golf & Country Club

F & B Operator's failure to keep and observe the following rules and regulations shall constitute a default under the terms and conditions of the agreement with the City. In addition, City reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the F & B Operator. F & B Operator agrees to comply with all additional and supplemental rules and regulations upon notice of same from City.

1. The sidewalks, entrances and passages surrounding the Food & Beverage Operation premises shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Food & Beverage Operation premises of the F & B Operator or occupant.
2. No awnings or other projections shall be attached to the outside walls or windows of the Food & Beverage Operation premises unless approved by the City.
3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Food & Beverage Operation premises.
4. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. F & B Operator shall not bring or keep, or permit to be brought or kept, any inflammable, combustible or explosive fluid, material, chemical or substance in or about the Food & Beverage Operation premises.
5. No animals (except for guide dogs, service dogs, or companion dogs) of any kind shall be brought into or kept in or about the Food & Beverage Operation premises. F & B Operator shall not cause or permit any unusual or objectionable odors to emanate from the Food & Beverage Operation premises.
6. No space in the Food & Beverage Operation premises shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior consent of the City.
7. F & B Operator shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with visitors of the Golf and Country Club, whether by the use of any musical instrument, radio, television set, or other audio device, musical noise, whistling, singing, or in any other way.

8. F & B Operator shall provide the City Police Department with copies of any keys and codes for any locks or bolts of any kind placed upon any of the doors or windows. In addition, any alarm codes shall be provided to the City Police Department. F & B Operator must, upon the termination of its tenancy, restore or return to the City all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by F & B Operator.

9. The City shall have the right to prohibit any advertising in or around the Golf and Country Club by the F & B Operator or any other party which, in the City's opinion, tends to impair the reputation or desirability of the Golf and Country Club, and upon notice from the City, the F & B Operator or the other party shall refrain from or discontinue such advertising.

10. F & B Operator, before closing and leaving the Country Club Food & Beverage Operation premises, shall ensure that all doors are locked and all windows are closed.

11. The Country Club Food & Beverage Operation shall not be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.

### III. Food & Beverage Operator Maintenance

F & B Operator shall protect the City's capital investment in the Miami Springs Golf & Country Club facility through the exercise of a high standard of maintenance. Proper maintenance shall include, but not be limited to, providing adequate custodial (janitorial) services, interior maintenance and repair, garbage and trash disposal, pest control, keeping the patio area clear of debris and stains, and maintenance of fixtures.

F & B Operator shall, at a minimum, perform the following maintenance on a regular and ongoing basis:

- a) clean interior and exterior walls, windows, doors, and surfaces;
- b) clean ceiling, floors, furnishings, lights, light bulbs, tubes, and Food & Beverage equipment as is customary for a similar quality Food & Beverage found in a public recreation facility in City of Miami Springs;
- c) keep patio furniture areas clean and free of stains. F & B Operator shall maintain the Food & Beverage Operation and all areas within 75 feet of the Food & Beverage Operation areas in a safe, clean, sanitary condition free of litter, refuse, and debris.
- d) F & B Operator shall provide adequate refuse containers in the Food & Beverage Operation areas and shall regularly service all trash cans, including Country Club trash cans, located within the Food & Beverage Operation areas. The trash cans shall be emptied into the F & B Operator provided dumpster on a regular basis in order to prevent the trash cans from overflowing. The F & B Operator shall not use the trash cans located outside of their designated areas to handle refuse generated by their operations. All refuse generated by the F & B Operator shall be deposited directly into the F & B operator dumpster by Food & Beverage staff.
- e) F & B Operator, at its sole cost and expense, will keep the Food & Beverage Operation areas free of rodents, vermin and other pests.

e) All furniture, fixtures, and equipment currently located on and in the Country Club may continue to be utilized by the successful F & B Operator, any maintenance and replacements of such items shall be at the sole cost and expense of the F & B Operator.

f) Maintenance of all landscaping installed or provided by F & B Operator at the Country Club facility shall be the sole responsibility of the F & B Operator.

F & B Operator shall repair all damages to Food & Beverage Operation, areas and equipment caused by, resulting from, or in any way arising out of F & B Operator's operations or use of Food & Beverage Operation, Areas and Equipment whether such damage is caused by F & B Operator, its agents, or its invitees.

F & B Operator shall maintain and repair all equipment in the Miami Springs Golf and Country Club, areas or equipment. F & B Operator shall repaint, refurbish the facilities and replace furnishing and equipment as may be deemed necessary at the reasonable discretion of the City. The City of Miami Springs reserves the right to, periodically throughout the term of the agreement, inspect or cause to be inspected the Food & Beverage Operation areas and equipment, identify any maintenance or repair items and report, in writing, the nature of these items and recommend corrective action. F & B Operator shall promptly repair, replace, or repaint any damaged or defaced surfaces within seventy-two (72) hours of discovery or notification by the City. F & B Operator is to provide a proposed schedule of cleaning, maintenance and repair of facilities.

F & B Operator shall immediately notify City of any possible health, safety and/or security hazards that may exist within any area, including use by unauthorized parties, so corrective actions can be determined and implemented. In no event shall City be liable for damages or injuries arising from the failure to make repairs, nor shall City be liable for damages arising from defective workmanship or materials in making such repairs. City shall have no obligation to commence repairs until fifteen (15) days after the receipt by City of written notice of the need for repairs. F & B Operator waives the provision of any law, or any right to make repairs at City's expense.

#### IV. City Responsibility For Operation Areas

City agrees to repair and maintain in good order and condition, ordinary wear and tear excepted, the roof, roof drains, exterior walls, utility lines outside the Food & Beverage Operation areas (except for sewer lines clogged by grease or other F & B Operator-created problems), foundations and structural portions of the Miami Springs Golf and Country Club Building, and the air conditioning, heating, and plumbing systems, and fire suppression system serving the Food & Beverage Operation areas. There is excepted from the preceding covenant to repair and maintain, however: (i) repair, maintenance, or replacement of fixtures provided by F & B Operator; (ii) repair of damage caused by F & B Operator, its employees, agents, contractors, customers, licensees or invitees to the Food & Beverage Operation; (iii) maintenance, repair and replacement of any plumbing (including grease trap, if applicable), electrical, air conditioning/heating system or equipment inside the Food & Beverage Operation which, whether connected directly to the building's system or not, were installed by F & B Operator specifically to serve the Food & Beverage Operation; (iv) interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the Food & Beverage Operation; (v) glass cleaning; and (vi) janitorial services for the Food & Beverage Operation areas. City shall maintain the Golf Course Area, except for any damage caused by, resulting from, or in any way arising out of, F & B Operator's operation or use of the Food & Beverage Operation areas, whether such damage is

caused by F & B Operator, its agents, or its invitees. City shall maintenance all parking areas adjacent to the Country Club facility.

In the event of a threat of tropical disturbance, City shall close and secure the hurricane shutters provided for the Food & Beverage Operation areas. F & B Operator shall secure and/or remove its equipment at the direction of the City of Miami Springs. F & B Operator shall be responsible for any damage to its equipment or personal property. F & B Operator shall be liable to City for any damage caused to Golf and Country Club or any improvements due to the failure of F & B Operator to secure or remove any equipment belonging to F & B Operator prior to a storm event.

Except as previously provided in this Section, City shall not be obligated or required to make or conduct any other maintenance or repairs, and all other portions of the Food & Beverage Operation areas and equipment shall be kept in good repair and condition by F & B Operator, and at the end of the Term of the agreement, F & B Operator shall deliver the Food & Beverage Operation areas and equipment back to City in good repair and condition, reasonable wear and tear arising from F & B Operator's permitted use of the Food & Beverage Operation areas and equipment as specified herein excepted.

#### **V. Hazardous Substance**

F & B Operator shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in F & B Operator's operations, in the Food & Beverage Operation areas, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, F & B Operator shall not cause or permit the Disposal of Hazardous Materials upon the Food & Beverage Operation premises or upon adjacent lands and shall operate and occupy the Food & Beverage Operation in compliance with all Environmental Laws.

Any Disposal of a Hazardous Material, whether by F & B Operator or any third party, shall be reported to City immediately upon F & B Operator becoming aware of such Disposal. F & B Operator shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Food & Beverage Operation areas, or emanating therefrom onto adjacent lands, as a result of the use and occupancy of the Food & Beverage Operation areas by F & B Operator, or F & B Operator's agents, licensees, invitees, subcontractors, or employees.

#### **VI. Non-Discrimination**

F & B Operator shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, familial status, disability, or genetic information, with respect to any activity occurring in the Food & Beverage Operation provided by this RFP to the City. F & B Operator warrants that its service in the Food & Beverage Operation, on behalf of the City, shall be open to and benefit all visitors to the Golf and Country Club.

#### **VII. Security of Food & Beverage Operation**

F & B Operator acknowledges and accepts full responsibility for the security and protection of the Country Club Food & Beverage Operation and any inventory, equipment, or facilities now existing or hereafter placed on or installed in or upon the Country Club F & B Operator shall also assume full responsibility for the prevention of unauthorized access to the Country Club Food & Beverage Operation areas. F & B Operator expressly acknowledges that any security measures deemed necessary or desirable for protection of the Country Club Food & Beverage Operation shall be the sole

responsibility of F & B Operator and at no cost to City. In the event that F & B Operator chooses to install additional security systems and hardware, F & B Operator shall be required to provide the City of Miami Springs Police Department with continuous and unrestricted access to the Country Club Food & Beverage Operation areas. City may implement key, card or code control measures reasonably acceptable to F & B Operator to safeguard the keys, cards or code provided pursuant to this requirement.

Notwithstanding the above, F & B Operator shall notify the City of any incident resulting in loss of or damage to Food & Beverage Operation areas or breach of security whether or not such incident is reported to the City of Miami Springs Police Department. Non-emergency telephone for the Miami Springs Police Department is 305-887-9711. Notification of City shall be made by telephone call to the Golf Department Director no later than 24 hours after any such incident.

#### **VIII. Signage**

F & B Operator shall not place or permit to be placed or maintained on any exterior door, wall, window, fence, railing, dock, or tree of the Food & Beverage Operation and/or Golf and Country Club any sign, awning or canopy, without first obtaining City's written approval and consent, which consent may be withheld at City's sole discretion. Any such signs not approved shall be immediately removed at the sole cost and expense of F & B Operator upon written notification thereof by City. F & B Operator further agrees that such sign, awning, canopy, decoration, lettering, or other items, as may be approved, shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by City for the section of the Golf and Country Club within which the Food & Beverage Operation is located. No advertising or any promotional items associated with the Food & Beverage will be permitted within the Golf and Country Club or any other City facility or property without prior Department and/or City approval. City of Miami Springs prohibits any person from distributing, displaying or affixing any printed materials or advertisements to or within any Golf and Country Club property.

#### **IX. Utilities**

F & B Operator shall provide electric and water service, as well as obtaining and maintaining any other utility connections such as cable, satellite or other television services, if desired, for the Country Club Food & Beverage Operation. F & B Operator's utility service installations must be reviewed and approved by the City of Miami Springs. F & B Operator shall promptly pay all costs and expenses related to providing any utility services ordered by F & B Operator, including, without limitation, construction costs, and shall pay directly to the utility company or the provider of such other services all charges and assessments for any utility or other services provided including, without limitation, gas and phone charges, or any other utility used or consumed by the Country Club Food & Beverage Operation. In no event shall City be liable for an interruption or failure in the supply of any utility to the Food & Beverage Operation.

#### **X. Assignment and Subletting**

F & B Operator may not assign, mortgage, pledge or encumber its agreement with the City, in whole or in part, nor sublet or rent all or any portion of the Food & Beverage Operation, nor enter into any management licensing or similar agreement without the prior written consent of City in each instance, which may be granted or withheld at City's sole and absolute discretion. The consent by City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If the agreement is assigned, or if the Food & Beverage Operation or any part thereof is sublet or occupied by any party other than F & B Operator and F & B Operator is in default under its obligations under the agreement, City may collect rent from the assignee, sub-contractor or occupant, and apply the net amount collected to the rent herein reserved,



but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-contractor, or occupancy as F & B Operator, or a release from the further performance by F & B Operator of the covenants on the part of F & B Operator. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublease, F & B Operator shall remain fully liable on its agreement with the City and shall not be released from performing any of the terms, covenants and conditions hereof or any rents or other sums to be paid hereunder. F & B Operator acknowledges and agrees that any and all right and interest of the City in and to the Food & Beverage Operation, and all right and interest of the City in its agreement with Operator, may be conveyed, assigned or encumbered at the sole discretion of the City at any time.

#### **XI. Significant Change of Ownership**

If F & B Operator is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, F & B Operator represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing its agreement with the City and/or as disclosed to City prior to executing the agreement. If there shall occur any changes of ownership of and/or control of F & B Operator, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the City, then City shall have the option to terminate the agreement upon thirty (30) days notice to F & B Operator.

#### **XII. Independent Contractor Relationship**

The F & B Operator is, and shall be, in the performance of all work, services, and activities under its agreement with the City, an Independent Contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to the agreement shall at all times, and in all places be subject to the F & B Operator's sole direction, supervision, and control. The F & B Operator shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the F & B Operator's relationship, and the relationship of its employees, to the City shall be that of an Independent Contractor and not as employees or agents of the City.

The F & B Operator does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in the agreement.

#### **XIII. Condition of Food & Beverage Operations, Alterations**

F & B Operator accepts the Food & Beverage Operation "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. F & B Operator further acknowledges that the City has made no warranties or representations of any nature whatsoever regarding the Food & Beverage Operation including, without limitation, any relating to the physical condition of the Food & Beverage Operation or any improvements or equipment located thereon, or the suitability of the Food & Beverage Operation or any improvements for F & B Operator's intended use of the Food & Beverage Operation.

F & B Operator agrees to provide other equipment and perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Food & Beverage Operation for the lawful use of the Food & Beverage Operation by F & B Operator as specified in this RFP, unless the work is the responsibility of the City as specifically provided in this RFP.

F & B Operator shall be solely responsible for any and all improvements, maintenance, repairs, alterations or other work necessary to render the Country Club Food & Beverage Operation suitable for F & B Operator's intended use. F & B Operator shall not install any permanent improvements within the Country Club Food & Beverage Operation without City's written consent. All work performed within the Food & Beverage Operation, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of F & B Operator, and not for the benefit of City. F & B Operator shall design and construct such Alterations at F & B Operator's sole cost and expense and in full compliance with applicable governmental laws, rules, orders, building codes and zoning regulations. All of F & B Operator's construction and Alterations shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion strictly in accordance with the approved plans and specifications therefore.

All Alterations made by F & B Operator shall be maintained by F & B Operator in good working order at the sole expense of F & B Operator during the Term of the agreement.

In the event improvements or Alterations are constructed within the Food & Beverage Operation, F & B Operator shall be required to provide to City a Public Construction Bond, which such bond shall list the City as Obligee.

#### **XIV. Destruction of Food & Beverage Operation**

##### **Total or Partial Destruction**

In the event the Golf and Country Club or the Food & Beverage Operation shall be damaged or injured by fire, the elements, unavoidable accident or other casualty, without the fault of F & B Operator, during the Term of its agreement with the City, but the Food & Beverage Operation is not thereby rendered inaccessible or untenable in whole or in part, then the City shall, at its own expense, cause such damage to be repaired, and the Annual Rent and other charges payable by F & B Operator hereunder shall not be abated. If by reason of such occurrence, the Food & Beverage Operation shall be rendered untenable only in part, City shall, at its own expense, cause the damage to be repaired, and the Annual Rent meanwhile shall be abated proportionately as to the portion of the Food & Beverage Operation rendered untenable. If the Food & Beverage Operation shall be rendered wholly untenable by reason of such occurrence, the City may, at its option, because such damage to be repaired at City's expense and the Annual Rent meanwhile shall be abated in whole until completion of such repairs. City shall notify F & B Operator in writing within forty-five (45) days whether City intends to repair the Food & Beverage Operation. If City elects not to perform such repairs, City and F & B Operator shall then each have the right to terminate the agreement, with each party's right to be exercised, if at all, by notice in writing delivered to the other party within forty-five (45) days after City's election not to repair the Food & Beverage Operation. In the event either party exercises its aforesaid termination right, the parties agreement and the tenancy shall cease as of the date of said occurrence and the parties hereto shall be relieved of all further obligations hereunder. In no event shall City be responsible for repair of F & B Operator's equipment, trade fixtures and/or F & B Operator's Alterations.

#### **XV. Damage Near End of Term**

If the Food & Beverage Operation is destroyed or damaged during the last ten (10) months of the Term of the parties agreement and the estimated cost of repair exceeds ten percent (10%) of the Annual Rent then remaining to be paid by F & B Operator for the balance of the Term, City may, at its option, cancel and terminate the agreement as of the date of occurrence of such damage by giving written notice to F & B Operator of its election to do so within forty-five (45) days after the date of occurrence of such damage and the parties hereto shall be relieved of all further obligations hereunder.



**XVI. Reconstruction of Alterations**

F & B Operator, at its sole cost and expense, shall be responsible for the repair and restoration of F & B Operator's Alterations and the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. F & B Operator shall commence the installation of fixtures, equipment, and merchandise promptly upon delivery to it of possession of the Food & Beverage Operation and shall diligently prosecute such installation to completion.

**XVII. Default by F & B Operator**

The occurrence of any one or more of the events below shall constitute as a Default by F & B Operator under the agreement:

1. F & B Operator fails to open for business on the Operations **Commencement Date** and be fully operational within three days after its initial beginning of Operations, **January 9<sup>th</sup>, 2017**.
2. F & B Operator fails to pay any one or more of said monthly installments of Annual Rent, or any other sums due hereunder, as and when the same become due, without any prior demand by the City or any other party.
3. F & B Operator ceases to fully conduct its business as specified within the RFP.
4. F & B Operator removes, attempts to remove, or permits to be removed from the Food & Beverage Operation, except as required herein, upon City's approval, or in the usual course of business, any trade fixtures, equipment, goods, furniture, effects or other property of the F & B Operator brought thereon.
5. F & B Operator vacates the Food & Beverage Operation or abandons the possession thereof before the expiration of the Term of the agreement and without the written consent of the City, or uses the same for purposes other than the purposes for which the same are hereby authorized, or ceases to use the Food & Beverage Operation for the purposes herein contained.
6. An execution or other legal process is levied upon the goods, furniture, effects or other property of F & B Operator brought on the Food & Beverage Operation or upon the interest of F & B Operator in the agreement, and the same is not satisfied or dismissed within ten (10) days from such levy.
7. F & B Operator violates any other term, condition or covenant herein on the part of F & B Operator to be performed or complied with, and F & B Operator fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof, is given by City to F & B Operator.
8. F & B Operator fails to pay any of its operational costs or expenses (i.e. food, liquor, utility services, etc.).

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give F & B Operator notice that City intends to terminate the agreement upon a specified date not less than three (3) days after the date notice is received by F & B Operator, in which event the agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of the agreement. If, however, the default is cured within the three (3) day period and the City is so notified, the agreement will continue. F & B Operator shall not be allowed more than three (3) notices and cure periods in any given year of any Term, and no more than five (5) notices and cure periods during the entire Term of the agreement, for Events of Default related to payment of Annual Rent or other charges.

**XVIII. Default by City**

City shall not be in default unless City fails to perform its obligations hereunder within the time specified, and if none, within a reasonable time, but in no event later than thirty (30) days after written notice by F & B Operator to City, specifying how City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance, then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

**XIX. Termination of contract**

Upon termination or expiration of the agreement, F & B Operator, at its sole cost and expense, shall remove F & B Operator's personal property, removable fixtures, and equipment from the Food & Beverage Operation, and restore the Country Club Food & Beverage Operation to the condition it was in as of the Commencement Date. Upon surrender of the Food & Beverage Operation, title to any and all remaining improvements, fixtures, equipment, alterations or other property within the Food & Beverage Operation shall vest in City.

**XX. RFP Responses:**

**Responsiveness**

Each F & B Operator is responsible for determining all factors necessary for the submission of a comprehensive response to this RFP. F & B Operators must submit proposals that are complete, thorough and accurate. Failure to comply with all provisions of this RFP will severely weaken your proposal's evaluation and could result in your proposal receiving no consideration and may be deemed non-responsive. Proposals will be evaluated based on the points awarded as set forth in the Criteria for Award.

**A. Content of Response**

This form must be signed by an authorized representative of the F & B Operator.

Items 115 below set forth the minimum criteria and information each F & B Operator must provide in order for the proposal to be considered responsive and be eligible for further consideration. All proposals must include this form (completed), with attachments if additional space is required.

1. Name of F & B Operator /Firm: AMBER 18 HOLES SERVICES LLC
2. Principal Office/Mailing Address: 6355 NW 36 ST, SUITE 603, MIAMI, FL 33166
3. Telephone Number: 305-640 0661
4. Email: amber18holeservices@gmail.com
5. Contact Person/Title: Sigfrido Guban / General manager
6. Form of Business Entity:
 

Corporation	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>
General Partnership	<input type="checkbox"/>	L.L.C.	<input checked="" type="checkbox"/>
Limited Partnership	<input type="checkbox"/>	Individual	<input type="checkbox"/>

If other than Individual, specify type of organization: \_\_\_\_\_

**Provide** a current status report confirming the entity's ability to conduct business in the State of Florida.

7. Name, Address and Percentage Ownership of all individual participants in F & B Operator's Business Entity. Specify which individuals will be actively involved in the management or operation of the Food & Beverage and which individuals will be non-active participants:

<u>Name</u>	<u>Address</u>	<u>Percentage Ownership</u>
Sigfrido Guban	6355 NW 36TH, SUITE 603. MIAMI, FL 33166	49.00% Active
Michael Kobiakov	6355 NW 36TH, SUITE 603. MIAMI, FL 33166	49.00% Active
Vernon Green	6355 NW 36th, Suite 603, Miami, FL 33166	2% Non-Active

8. Has F & B Operator, or any of its owner participants ever filed a petition for bankruptcy or been declared bankrupt?  
 Yes ( ) No ( ☒ )  
 If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.
9. Attach the F & B Operator's operational plan/business plan as detailed below.
10. Attach evidence of F & B Operator's experience and qualifications as a Food & Beverage service as detailed below.
11. Provide the amount the F & B Operator will pay to the City on a monthly basis, plus all applicable sales taxes; for providing F & B Services to the Miami Springs Country Club Food & Beverage Operation.
12. Provide an executed Drug-Free Workplace Certification indicating that F & B Operator has implemented a Drug-Free Workplace Program that meets the requirements of Section 287.087, Florida Statutes.
13. A copy of F & B Operator's non-discrimination policy or a signed statement affirming that its non-discrimination policy is in conformance with the policy of the City.
14. Submit such additional information, as an attachment hereto, as F & B Operator may consider pertinent to indicate both financial and operational capabilities of the F & B Operator to operate as a Food & Beverage service.
15. Submit all addendums, if any, issued for this RFP, properly acknowledged.

The below signed has read the RFP and all attachments, and fully understand what is required. By submitting this signed proposal, I will accept an Agreement, if approved by the City, and such acceptance covers all terms, conditions, and specifications of this RFP.

Proposal submitted by: SIGFRIDO GUBAN

Entity Name (if applicable) AMBER 18 HOLES SERVICES LLC

Print Name/Title (if applicable) SIGFRIDO GUBAN

Address: 6355 NW 36 STREET SUITE 603

MIAMI FL 33166

Telephone No.: 954-696-6875

E-Mail: amber18holeservices@gmail.com

Signature \_\_\_\_\_

Date \_\_\_\_\_

**B. Operational Plan/Business Plan** Operational Business Plan responses should outline in detail the services to be offered and performed by the Food & Beverage Operator.

The operational plan/business plan shall address, at a minimum:

1. Introduction and background of F & B Operator
2. Proposed menus and pricing with a description of the Food & Beverages to be offered in the Country Club Food & Beverage Operation Service areas.
3. Proposed menus and pricing for tournament and special event packages suitable for after-golf lunch or dinner.
4. Day-to-day operations and the proposed hours of operation for the Country Club Food & Beverage Operation Service areas. Hours of operation must, at a minimum, comply with the operation schedules as set forth in this RFP.
5. Provide a detailed list of intended uses for each of the rooms listed below and how often each will be used: (i.e.- Intended use for golf tournament functions, restaurant/dining, banquets, meeting facilities, etc.):
  - a) "Grill" Room
  - b) "Curtiss" Room
  - c) "Majestic" Room
  - d) "Dynasty" Room
6. Proposed length of time required, from notification of award, to fully mobilize workforce and equipment to begin operations.
7. F & B Operator must attach a description of planned improvements which are to be paid for by the F & B Operator. The description should also include timeframes for completion.

**C. Experience/Qualifications**

1. Proposals must contain evidence of F & B Operator's experience and qualifications. F & B Operator shall submit:
  - a) A detailed summary of the F & B Operator's experience in the field of Food & Beverage services. Operator shall provide evidence of a **minimum of three (3) years experience within the last five (5) years** in the successful management and/or operation of a similar revenue-generating public or private Food & Beverage Operation of equivalent size or larger as described herein.
  - b) Verifiable business references (**minimum three (3) references**) demonstrating F & B Operator's experience in the operation, management and provision of services of a similar nature within Miami Dade County. References must include (i) names, (ii) addresses, (iii) telephone numbers, (iv) dates of operation, (v) a contact person and (vi) email address.

**D. Revenue Proposal**

Although revenue payments and applicable sales taxes are to be paid to the City on a monthly basis during the term of any agreement between the City and the successful proposer, the proposer herein submits its revenue proposal for the **five (5) years** of the proposed agreement on an annualized basis, as follows;

i) <b>Annualized</b> Revenue Payments to City:	Year One	\$ 48.000,00 + applicable sales taxes
(SEE C.- REVENUE PROPOSAL)	Year Two	\$ 102.000,00 + applicable sales taxes
	Year Three	\$ 108.000,00 + applicable sales taxes
	Year Four	\$ 114.000,00 + applicable sales taxes
	Year Five	\$ 120.000,00 + applicable sales taxes

It is to be understood and agreed that the City will not consider or accept any revenue proposals based upon a percentage of sales received.

- E. F & B Operator should provide any additional information, as an attachment hereto, that may be consider pertinent that indicate capabilities of the F & B Operator to operate and manage a Food & Beverage service.
- F. If a F & B Operator has comments related to any of the provisions in the RFP and/or the Exhibits, such comments must be disclosed by the Questions and Comments Deadline.

**G. Business Information**

Each F & B Operator responding to this RFP shall provide a detailed disclosure statement on the Disclosure of Beneficial Interests for identifying the F & B Operator responding and the type of business making the proposal, i.e., Sole-Proprietorship, Partnership, Corporation, LLC or Joint Venture. A corporation-to-be-formed or other form of uncreated entities shall not be an acceptable F & B Operator. The Disclosure of Beneficial Interests should identify all the individual owners of five percent (5%) or more of the proposed F & B Operator and/or any entities owning any portion of the proposed F & B Operator.

**XXI. Disclaimer of Liability**

CITY HEREBY DISCLAIMS, AND F & B OPERATOR HEREBY RELEASES CITY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY F & B OPERATOR, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THE AGREEMENT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE F & B OPERATOR OR F & B OPERATOR'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE FOOD & BEVERAGE OPERATION, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY CITY'S SOLE GROSS NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL CITY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO F & B OPERATOR'S USE OF THE FOOD & BEVERAGE OPERATION PURSUANT TO THE AGREEMENT.



F & B OPERATORS DISCLOSURE OF BENEFICIAL INTERESTS

STATE OF FLORIDA  
CITY OF MIAMI SPRINGS

BEFORE ME, the undersigned authority, this day personally appeared Sigfrido Guban, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the General Manager (position - i.e. president, partner, trustee) of 18 Holes Services LLC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "F & B Operator") which entity is proposing to provide Food & Beverage services on the real property legally described on or depicted in the attached Exhibit "A" of the RFP (the "Food & Beverage Operation").

2. Affiant's address is: 6355 NW 36th Street, Suite 603, Miami, FL 33166 US

3. Attached hereto, and made a part hereof, is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the proposed F & B Operator and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by City of Miami Springs relating to its entering into a Food & Beverage Operation Services agreement for the Miami Springs Golf and Country Club with the entity identified herein.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant

Print Affiant Name: Sigfrido Guban

The foregoing instrument was sworn to, subscribed and acknowledged before me this 30<sup>th</sup> day of Nov.

2016, by SIGFRIDO GUBAN [ ] who is personally known to me or [ ]

who has produced FL D/L as identification and who did take an oath.

Notary Public

(Print Notary Name)  
NOTARY PUBLIC

State of Florida at Large



LOURDES C. MARIN  
MY COMMISSION # FF 178397  
EXPIRES: January 8, 2019  
Bonded Thru Budget Notary Services

My Commission Expires: \_\_\_\_\_





F & B Operator is only required to identify those persons owning a five percent (5%) or greater beneficial interest in the RFP responding entity. If none, so state. F & B Operator must identify individual interest holders. If, by way of example, F & B Operator is wholly or partially owned by another entity, such as a corporation, F & B Operator must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

[illegible]

Initials:

als:

### NON-DISCRIMINATION POLICY/STATEMENT

It is the policy of the City of Miami Springs that the City shall not conduct business with, nor appropriate any funds to any organization, that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with City of Miami Springs are required to submit a copy of their non-discrimination policy for review by the City, prior to entering into any contract with the City of Miami Springs. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with City of Miami Springs' policy.

Check one:

( ☒ ) F & B Operator hereby attaches its non-discrimination policy for review by the City of Miami Springs. (Please see Exhibit E.1\_\_Operations Hand book with Non Discrimination Policy included)

OR

( ☐ ) F & B Operator does not have a written non-discrimination policy. However, F & B Operator affirms that its non-discrimination policy is in conformance with City of Miami Springs' non-discrimination policy as provided on the City's web as follows:

<http://www.miamisprings-fl.gov/humanresources/notices-title-vi-nondiscrimination-rights-and-protections-under-americans-disabilities>

OR

( ☐ ) F & B Operator hereby attaches its non-discrimination policy which does not conform to the policy of City of Miami Springs; however, F & B Operator affirms that it will conform to City of Miami Springs' non-discrimination policy.

Amber 18 Holes Services LLC

F & B Operator's Name

Signature

Sigfrido Guban

Name (type or print)

General Manager

Title

12/01/2016

Date

### CONFLICT OF INTEREST AND DISCLOSURE

The award hereunder is subject to the provisions of Chapters 24 and 112, Florida Statutes. If any officer, director, employee or agent of Respondent is also an officer or an employee of Miami Springs, respondent must so state in its proposal. All Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the City, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.311, Florida statutes, in seeking to influence the actions of the City in connection with this procurement.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Miami Springs Purchasing Ordinance.

Name	Relationship
DO NOT APPLY	

In the event the vendor does not indicate any names, the City will interpret this to mean that no such relationship exists.

**DEBARMENT AND SUSPENSION**

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a contractor from consideration for award of city contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Council.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing city contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Name: SIGFRIDO GUBAN

Title: GENERAL MANAGER

Signature: \_\_\_\_\_

RFP# 01-16/17

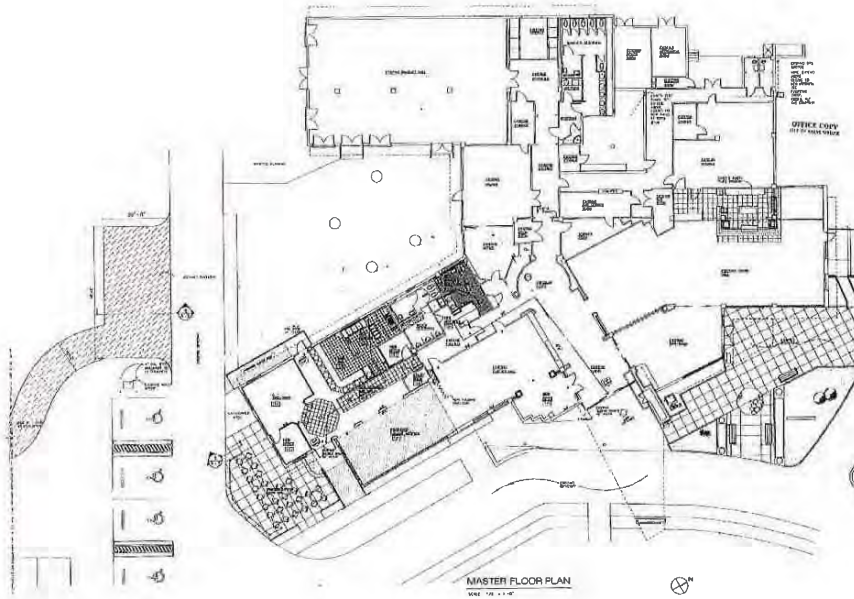
Page 35

Initials: \_\_\_\_\_

Date: 11-30-16



Handwritten initials in blue ink, appearing to be 'AS' or similar, written over a horizontal line.



*[Handwritten signature]*









Tammy Romero  
[romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov)  
Procurement Specialist

## CITY OF MIAMI SPRINGS

Purchasing Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5035  
Fax: (305) 805-5018

### AMENDMENT 1 FOOD AND BEVERAGE (F&B) OPERATION SERVICES

November 8, 2016

#### Request for Proposal # 01-16/17, Food and Beverage (F&B) Operation Services

This addendum is issued to clarify the previously issued request for proposals documents and is hereby made a part of the contract documents. All requirements of the documents not modified herein shall remain in full force and effect as originally set forth.

The following are question(s) and answer(s) from the Mandatory Pre-Bid meeting held on November 1<sup>st</sup>, 2016.

**NOTE: This RFP is modeled in a different format than the previously awarded contract for Food & Beverage (F&B) Operation Services.**

- 1. Question:** Does anyone have recorded Sales for the last year?  
**1. Answer:** No, the City does not have any of these records as the previous F&B Operator managed his own records and was not required to share them with the City.
- 2. Question:** Is there a set number for the rent?  
**2. Answer:** There is no set number. Please refer to page #30 within the RFP.
- 3. Question:** Is the City willing to pay for any repairs, painting, equipment repair, etc.?  
**3. Answer:** Please refer to the RFP where it states the building is to be taken "as is". However, any specific requests must be detailed within your Business Plan for consideration.
- 4. Question:** In the RFP it stated that all menu items must go through the City for approval in order to serve them. Please clarify.  
**4. Answer:** We are asking for you to provide examples of your proposed menu for golfer fare and menu type meals within your Business Plan. The City will not be approving menus on an individual basis.
- 5. Question:** How does the City feel about advertising the facility?  
**5. Answer:** Advertising is the responsibility of the F&B Operator and needs to be included within your Business Plan.

- 6. Question:** Do the tables and chairs that were in the rooms stay within the facility?  
**6. Answer:** Yes, all of the chairs and tables within the Grill Room and both banquet rooms will stay except for the 7 large black oval tables (leaning near the banquet kitchen) which are available for purchase.
- 7. Question:** Will we be able to continue to use the facility for weddings, etc.?  
**7. Answer:** Yes. Again, that will be part of your Business Plan to the City and part of the criteria for awarding points within the RFP response.
- 8. Question:** Does the sound system and light system stay with the facility?  
**8. Answer:** No. It is available for purchase through the previous F&B Operator and their contact information will be shared with the selected F&B Operator.
- 9. Question:** Is there an inventory list that we can look at before discussing it with the previous F&B Operator?  
**9. Answer:** No. Any inventory available for purchase must be discussed with the previous F&B Operator and their contact information will be shared with the newly selected F&B Operator.
- 10. Question:** Would the City allow another visit to the facility before the proposals are due?  
**10. Answer:** Yes, the only additional site visit allowed will be **Monday, November 14<sup>th</sup> from 2-4pm.**
- 11. Question:** Can we have access to the golf database for mailings and marketing purposes?  
**11. Answer:** Yes. This list will be made available to the selected F&B Operator.
- 12. Question:** Will we be able to use the City's Liquor License and will it be at a cost?  
**12. Answer:** Yes and it will be available free of charge.
- 13. Question:** When will you know if the big office that you were unsure about, be available to us or not?  
**13. Answer:** The big office is available for your use.
- 14. Question:** Will the grease traps and maintenance be a part of this proposal or the City's responsibility?  
**14. Answer:** These will be the F&B Operator's responsibility. Please refer to page #21 within the RFP, Section IV.
- 15. Question:** There is an open space on the grass outside of the facility that is perfect for wedding ceremonies, etc. Will that space be available to us or not?  
**15. Answer:** The only space currently available to the F&B Operator is the open courtyard between the Grill Room Bar and the Dynasty Room. If additional open space is requested, it must be proposed within your business plan for consideration.
- 16. Question:** Will F&B Operator wait for someone to win the contract before selling all of the items that are available for purchase?  
**16. Answer:** The previous F&B Operator is willing to wait until the new operator has been chosen and their contact information will be shared with the selected F&B Operator.
- 17. Question:** Is it Natural Gas or Propane?  
**17. Answer:** Natural Gas.


- 18. Question:** Since the revenue figures are not available, does the Golf Club keep records of the Country Club bookings?
- 18. Answer:** No as the previous F&B Operator was responsible for their own bookings and these records were only kept by them.
- 19. Question:** Would Mr. Santana's contract be available via public record?
- 19. Answer:** Yes, please see the two attachments.
- 20. Question:** Since we have no access to Santana's records, would the proposals only be based on revenue or would the City consider in-kind money?
- 20. Answer:** Proposal responses to this RFP are strictly monetary. No in-kind services will be considered.
- 21. Question:** If we were to take exception to the RFP, would we do that in our proposal?
- 21. Answer:** If you are unable or unwilling to comply with the RFP requirements you should so note in your response.
- 22. Question:** Are joint ventures allowed?
- 22. Answer:** The City will only be contracting with one entity; how that entity is proposed is within the discretion of the responder.
- 23. Question:** Will the City allow oral presentations?
- 23. Answer:** Please refer to Page 14 of the RFP, Section IX - Council Review and Determination.
- 24. Question:** Since taking over the facility, would the City be willing to provide the sales of the Grill Room for the last couple of months?
- 24. Answer:** Yes, from August 15<sup>th</sup>, 2016 – October 31<sup>st</sup>, 2016 the sales were the following:
- Liquor \$25,806
  - Grill Room Food \$22,405
- 25. Question:** Is the City going to have the banquet kitchen cleaned?
- 25. Answer:** The kitchen was cleaned the day before the site visit.
- 26. Question:** Why were the beverage carts exempt from the Food and Beverage Operation?
- 26. Answer:** It was the City's choice.
- 27. Question:** Is that the City's final answer regarding the beverage carts?
- 27. Answer:** Yes, this is not negotiable.
- 28. Question:** How many beverage carts are there?
- 28. Answer:** Not applicable.
- 29. Question:** Since you operate those beverage carts, do you have a separate place where you keep the supplies for those carts?
- 29. Answer:** Yes.
- 30. Question:** Corkage fees for the tournaments?
- 30. Answer:** The previous F&B Operator handled those fees. You may include this as part of your Business Plan.

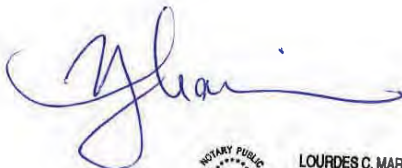
- 31. Question:** In the RFP you mentioned utilities. How are the utilities segregated in the facility?  
**31. Answer:** The facility has its own electric, water and gas meters. The new F&B Operator will be responsible for all of the utility bills.
- 32. Question:** Is the A/C in the golf pro shop part of the rest of the facility and the responsibility of the new operator?  
**32. Answer:** No. It's a standalone unit that will be maintained by the City.
- 33. Question:** May we get numbers on those utility bills?  
**33. Answer:** The City does not have any of these records as the previous F&B Operator managed his own records and was not required to share them with the City.
- 34. Question:** The RFP states that the building comes "as is." Are there any known issues, i.e. plumbing, electrical, roofing?  
**34. Answer:** No, to the best of our knowledge and belief.
- 35. Question:** Will the operator be allowed to charge what he wants for the banquet rooms, etc.?  
**35. Answer:** Yes.
- 36. Question:** Does the City have a number of events that are exempt from paying the operator?  
**36. Answer:** Yes. Please refer to Page 15 of the RFP.
- 37. Question:** Are there any more walk-in freezers other than the one in the banquet kitchen?  
**37. Answer:** No.
- 38. Question:** Does the City have an exclusivity contract with one supplier, i.e. Coke or Pepsi?  
**38. Answer:** No.
- 39. Question:** Do we have to use the kitchen for events or can we bring in outside caterers?  
**39. Answer:** That will be at the discretion of the F&B Operator and will be part of your Business Plan.
- 40. Question:** To the extent of the contract being awarded, would there be availability of outside signage to continue to promote the business?  
**40. Answer:** Please refer to section VIII - Signage of the RFP.
- 41. Question:** Can you leave the accordion divider open exposing the Curtiss Room?  
**41. Answer:** Yes.
- 42. Question:** Is the City willing to have multiple operators? For example, 1 person rent the banquet halls while another person rent the Grill Bar?  
**42. Answer:** No. The City will only enter into one contract for the F&B Operation with one entity.
- 43. Question:** Customers usually rent a banquet hall a year in advance. With the contract only being for 5 years, is the City willing to accommodate the operator's business he has secured after those 5 years run out?  
**43. Answer:** Unfortunately under the City's Charter 1.04 Subsection 5, the contract can only be for 5 years, although due to the nature of this business, the City may consider requests within the 4th year of the contract a consideration to grant a new 5 year contract. However there is no guarantee and there may be new terms to the contract that Council may wish to consider.
- 44. Question:** What is the total square footage for the, under roof, air conditioned, facility?  
**44. Answer:** Approximately 10,000 square feet.

- 45. Question:** Water damage, perhaps related to past roof leaks and lack of maintenance, are evident in some of the interior walls, doors and finish. Would the City correct these deficiencies prior to turning over the property to the winning bidder?
- 45. Answer:** No, aesthetically, it is the F&B Operator's responsibility.
- 46. Question:** Should we be awarded this bid, we will seek to return the facilities to its glory days, making it, once again, a first class Country Club Style facility for the enjoyment of City residents, neighbors, friends and the general public. This will require a considerable investment in furnishings and equipment. We have observed most of the "included" furnishings and equipment in dysfunctional, in deplorable, conditions. These, aside from being unserviceable, add no appeal to the facilities. Would City property, furnishings, equipment, etc., NOT fitting to our plans, be removed and stored away, at other City facilities, for the duration of the or management period at no cost to the operator?
- 46. Answer:** Yes, before the start date of the contract, the City will store any items you do not want.
- 47. Question:** Kitchen area and equipment, such as water heater, hot water supply and associated plumbing, is an immediate red flag to the Health Department. Inspectors are, for the most part, not operational and or dysfunctional. Would the City correct these?
- 47. Answer:** At this time, these are all functioning and we have passed a recent Health Inspection.
- 48. Question:** Is the air conditioning unit for the kitchen area different from the one used for the rest of the facilities?
- 48. Answer:** Yes. There are 4 different air conditioning units in the building.
- 49. Question:** Once in possession of the facilities, can the new operator erect a partition or wall separating, creating independent entries for both, the Pro Shop and Grill/Restaurant areas?
- 49. Answer:** Any work proposed by the Operator is subject to the City's approval.
- 50. Question:** What should we provide as a Sign for Amendment Receipt? Page 10
- 50. Answer:** Please refer to pages 8 and 10 of the RFP.
- 51. Question:** The document states that permission should be requested from the City at least 10 business days prior to having a special activity. What constitutes a special activity? Page 16.
- 51. Answer:** Any other events outside of banquet hall type events.
- 52. Question:** What are the applicable taxes to be paid with the monthly rent? Page 16
- 52. Answer:** Sales Taxes in the State of Florida are 7%.
- 53. Question:** What is considered promotion and special events? Page 18
- 53. Answer:** Any other events outside of banquet hall type events.
- 54. Question:** Which are the sources to be used for employee background checks? Page 18
- 54. Answer:** At minimum the City requires the following:
- National Sexual Offender Registry
  - National Criminal Database background check
- 55. Question:** Which documents are required to prove financial capability? Page 28
- 55. Answer:** Financial statements and tax returns preferably prepared by a CPA for multiple years (2-5 years) and/or any other documentation that meets the requirements of the RFP request.

- 56. Question:** What are the requirements to obtain the Drug-Free Workplace Certification? Page 28  
**56. Answer:** Please refer to Florida Statutes 287.087.
- 57. Question:** Are joint ventures allowed, if so can a new corporation be created for the participants of the joint venture?  
**57. Answer:** Please refer to Q&A #22.
- 58. Question:** Are the beverage carts negotiable as part of the bid, all food and beverage operations should be consolidated?  
**58. Answer:** Please refer to Q&A #27.
- 59. Question:** Can a second site visit be facilitated to see the kitchen and other locked areas, as the site-visit was very short?  
**59. Answer:** Please refer to Q&A #10.
- 60. Question:** Is it negotiable to have all catering done by on-site vendors and exclude outside vendors, or give us the right to match any outside pricing?  
**60. Answer:** The City wishes to retain the right to utilize outside vendors however the F&B Operator will be given the opportunity to submit a quote.
- 61. Question:** What is the amount paid by the City of Miami Springs for utilities: water & sewer, electrical and gas during the time the City of Miami Springs ran the operations?  
**61. Answer:** Please refer to Q&A #33. The F&B Operation has not been maintained by Miami Springs since 2005.
- 62. Question:** What is the rent that was paid to the City of Miami Springs by the previous vendor for fiscal years: 2016, 2015, 2014, 2013, 2012, 2011, and 2010?  
**62. Answer:** Under the previous contract there was no rent paid since we were working under a different business model.
- 63. Question:** What is the amount of local preference points applied in the case of a tie? Page 13  
**63. Answer:** No points as the preference will be given to the local F&B Operator.
- 64. Question:** Provide us with the records of the sales of the beverage golf cart for the last years + year today categorize by:  
A- Beer (domestic & imported)  
B- Beverage (water, Gatorade, sodas)  
C- Snacks  
D- Food  
**64. Answer:** The beverage carts are not negotiable however here are the sales from October 1<sup>st</sup>, 2015 to September 30<sup>th</sup>, 2016:  
A- Beer (domestic & imported) \$32,101.32  
B- Beverage (water, Gatorade, sodas) \$21,473.49  
C- Snacks \$8,640.47  
D- Food \$0.00
- 65. Question:** During our visit of the facility, we observed only one P.O.S. on the entire Golf & Country Club, we need to know if it is possible to get the Brand or Software currently used for the operation.  
**65. Answer:** FORE is the POS software used for the golf and F&B Operations.

- 66. Question:** We also detected urine odor in the men's restroom. This has to be corrected ASAP.  
**66. Answer:** We are testing all systems in the facility however; the F&B Operator will be responsible for any additional cleanings.
- 67. Question:** Regarding the waste services, please clarify if both containers are for the Food and Beverage Operator or are they split with the Golf Course?  
**67. Answer:** The City has its own waste service and the F&B Operator will be responsible for their own container. Refer to Page 20 of the RFP.
- 68. Question:** In reference to the A/C equipment, who is responsible for the maintenance and/or replacement?  
**68. Answer:** Please refer to IV - City Responsibility For Operation Areas of the RFP.
- 69. Question:** Dishwasher machine, who owns it?  
**69. Answer:** The City of Miami Springs.
- 70. Question:** Will the City participate with the improvements which we will propose on our respond of the RFP for the Miami Springs Golf & Country Club as mentioned on page 4, "Proposers **MUST** submits any cost-saving / value - added alternated proposal pricing suggestion, such a rebates, creative lease agreements, extend warranty periods, trade in allowances, or the availability of discounts for floor model or demonstrator units at significant savings".  
**70. Answer:** No.
- 71. Question:** Can we have a copy of the intended Lease Agreement, as mentioned on page 4.  
**71. Answer:** The lease agreement will be negotiated with the selected F&B Operator.

 11-30-16  
SIGFRIDO CUBAN





LOURDES C. MARIN  
MY COMMISSION # FF 178397  
EXPIRES: January 8, 2019  
Bonded Thru Budget Notary Services



D 3.2 Insurance Letter and Quote

December 1st, 2016

REF: RFP # 01- 16/17. FOOD & BEVERAGE OPERATION SERVICES AT MIAMI SPRINGS GOLF AND COUNTRY CLUB

Insurance

Dear Sirs,

Amber 18 Holes Services LLC, is a company created by the most experienced, well-known and recognized professionals in the restaurant and hospitality market, exclusively to Provide Food and Beverage Operation Services at the Miami Springs Golf and Country Club. As it is mentioned in the page 5 of the RFP: "Certificates of insurance acceptable to the City shall be filed with the City prior to the commencement of the work...". We are committed to issue the requested insurances as soon as the RFP (Mentioned in the letterhead) is awarded to Amber 18 Holes Services LLC. The respective policy will have the City of Miami Springs as "Additional Insured" as requested in the RFP. See Exhibit\_\_ with the insurance quote as a reference.

Best Regards

By Amber 18 Holes Services

Name: Sigfrido Guban

Title: General Manager

Phone: 954-696-6875

Address: 6355 NW 36TH, SUITE 603. MIAMI, FL 33166



6951 W. Sunrise Blvd.  
Plantation, FL 33313  
Ph:(954) 473-3792 Fax: (954) 316-3135

---

Date: November 23, 2016

To: Rosario Fernandez - Avante Insurance Agency, Inc.

Fax: (305) 648-7090

From: Kris Hines

Phone: (954) 473-3640

Email: khines@bassuw.com Fax: (954) 316-3135

Re: Insured: Amber 18 Holes Services LLC  
Effective Date: 11/21/2016

\*\*\*\*\*  
This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary or privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by e-mail and by telephone 954-473-4488 and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

Reference #: 1827643B

## Bass Underwriters, Inc.

### INSURANCE QUOTE

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

**DATE ISSUED:** November 23, 2016

**PRODUCER:** Avante Insurance Agency, Inc.  
7490 West Flagler Street  
Miami, FL 33144

**INSURED MAILING ADDRESS:** Amber 18 Holes Services LLC  
6355 NW 36 Street  
Miami, FL 33166

**INSURER:** American Automobile Insurance Company A AM Best Rating  
Admitted

**COVERAGE:** General Liability-Brokered-Specialty Ins

**POLICY PERIOD:** 11/21/2016 TO 11/21/2017

**RENEWAL OF:**

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

**LIMITS:** see attached

	Without Terrorism:	Terrorism
<b>PREMIUM:</b>	\$8,049.00	+\$107.00
<b>FEES:</b>		
Surplus Lines Tax:		
Service Office Fee:		
Misc State Tax:		
FHCF (Florida)		
CPIE: (Florida)		
<b>TOTAL:</b>	\$8,049.00	\$8,156.00

**DEDUCTIBLE:** see attached

**TERMS / CONDITIONS:**

(a) **MINIMUM EARNED PREMIUM AT INCEPTION - See attached.**

**ALL FEES ARE FULLY EARNED AND NON-REFUNDABLE.**

**PREMIUM FOR ADDITIONAL INSURED'S ARE FULLY EARNED AND NON-REFUNDABLE.**

(b) **SUBJECT TO:**

Please see attached for Terms and Conditions.

PLEASE NOTE - THIS QUOTE HAS SPECIAL BINDING REQUIREMENTS. CURRENTLY VALUED LOSS RUNS ARE REQUIRED. NO LOSS LETTERS WILL NOT BE ACCEPTED.

(c) **ENDORSEMENTS:**

Please see attached for Endorsements and Exclusions.

(d) **All other terms and conditions apply per form.**

(e) **Quote is valid for 30 days.**

(f) **Coverage can not be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.**

**COMMISSION:**

10%

THIS QUOTE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO QUOTE AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER. THIS QUOTE MAY BE WITHDRAWN BY THE INSURER AT ANY TIME PRIOR TO BINDING.

INSURED: Amber 18 Holes Services LLC

DATE ISSUED: November 23, 2016

Account Executive: Kris Hines

Team: Fort Lauderdale

Reference #: 1827643B

**SEND BIND REQUEST TO:** Kris Hines

**Fax :** (954) 316-3135

or

**Email :** sherrera@bassuw.com

**Agent:** Avante Insurance Agency, Inc.

**INSURED:** Amber 18 Holes Services LLC

**Quote #** 1827643B

**Renewal of:**

**Insurer:** American Automobile Insurance Company

**Coverage:** General Liability-Brokered-Specialty Ins

**PLEASE BIND EFFECTIVE:** \_\_\_\_\_

**TOTAL PREMIUM, FEES & TAXES:** \_\_\_\_\_

**TRIA:** ( ) Accepted ( ) Declined

**Agent Contact:** \_\_\_\_\_

**Contact Phone #:** \_\_\_\_\_

**Inspection Contact:** \_\_\_\_\_

**Inspection Phone #:** \_\_\_\_\_

**Producer License info:**

**Name** \_\_\_\_\_ **License #:** \_\_\_\_\_

\*\*Producing Agent must sign Acord

**Authorized Signature:** \_\_\_\_\_

**Coverage can not be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.**

**ATTACHMENTS:**

Please see attached for Terms and Conditions.

PLEASE NOTE - THIS QUOTE HAS SPECIAL BINDING REQUIREMENTS. CURRENTLY VALUED LOSS RUNS ARE REQUIRED. NO LOSS LETTERS WILL NOT BE ACCEPTED.

The signed application is required via email or fax at time of binding. We request that you do not mail additional copies.



1610 Route 88 Suite 102  
Brick NJ 08724  
(732) 701-8900  
Fax (732) 458-3748  
www.specialtyagency.com

INSURANCE QUOTATION

Please read this quotation carefully. Coverages and/or other specifications may be different from those requested. SEE TERMS & CONDITIONS. This quote is good for a period of 30 days. Should you accept this quote, we reserve the right to determine the effective date of coverage. The premium charged and the acceptance of risk is subject to a satisfactory inspection.

Date Issued: 11/23/2016

TO: Bass Underwriters, Inc.  
6951 W. Sunrise Blvd.  
Plantation FL 33313

ATTN: Samantha

**POLICY TYPE: Monoline General Liability**

**RE: AN-226591**  
**Amber 18 Holes Services LLC**  
**Amber 18 Holes Services LLC**

By: Nancy J. Puzo

**Company: ALLIANZ GLOBAL CORPORATE & SPECIALTY**  
American Automobile Insurance Company  
A.M. Best Rated: A+

<b>POLICY QUOTE CHARGE SUMMARY:</b>	<u><b>WITHOUT TERRORISM</b></u>	<u><b>WITH TERRORISM</b></u>
<b>PREMIUMS</b>	<u>\$8,049.00</u>	<u>\$8,156.00</u>
<b>TOTAL</b>	<u>\$8,049.00</u>	<u>\$8,156.00</u>

(continued on next page)

\*\*\* Insurance Quotation \*\*\*      NOTE: THIS IS NOT A BINDER      Date: 11/23/2016

Re: AN-226591  
Co: American Automobile Insurance Company

**Location: Amber 18 Holes Services LLC**  
Amber 18 Holes Services LLC  
650 Curtiss Parkway  
Miami Springs FL 33166

Coverage	Basis	Deductible	Coins. Val.
QPremOps    Premises/Operations 334 Limit: 1,000,000/2,000,000	850,000	-	
QPrdCOps    Products/Compl.Oper. 336 Limit: 1,000,000/2,000,000	850,000	-	
QANI11       Additional Named Insured Limit: 1,000,000/2,000,000	1	-	
GLPolFee    Policy Fee	1	-	
QNOA        Non-Owned Auto Limit: 1,000,000/1,000,000	1	-	
QHALPP      Hired Auto Liability Limit: 1,000,000/1,000,000	1	-	
QLiquor     Liquor Coverage Limit: 1,000,000/1,000,000	200,000	-	

End of Location

**TERMS & CONDITIONS:**

- \* This quote cannot be bound without a signed application, and a signed terrorism form indicating acceptance or rejection.
- \* If quotation is accepted and is a Direct Bill policy, a deposit of 30% of premium and all applicable taxes and fees, if any, are due 7 days after the effective date of the policy. Checks for all payments are to be made to:  
**Specialty Insurance Agency, Inc..** If deposit is not received within seven (7) days of the effective date, or if the deposit check is (1) of an insufficient amount, or (2) returned by a financial institution as unpaid, the policy will not be placed into effect thereby affording no coverage.
- \* Quote subject to:  
  
GL/Liquor quote. Entertainment limited to piano player/vocalist  
2x wk. No dance, no doormen, no amusements. AI-landlord included  
HNOA subject to no delivery or BAP. MUST BE OPEN TO BIND.  
Need signed application & TRIA to bind. Quote subject to no beer  
cart or liquor provided by insured on the golf course.  
11-23 Revised total receipts to 850K & liquor to 200K.

(continued on next page)



\*\*\* Insurance Quotation \*\*\*      NOTE: THIS IS NOT A BINDER      Date: 11/23/2016

Re: AN-226591

Co: American Automobile Insurance Company

**Forms & Endorsements: If there are any differences between the quotation and policy regarding terms, conditions, forms, limitations and exclusions, the policy will rule.**

Form	Effective	
TRIL1001FL	0116	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IL 00 17	1198	COMMON POLICY CONDITIONS
145985	0614	Economic or Trade Sanctions Compliance
IL 00 21	0908	Nuclear Energy Liability Exclusion Endorsement-Broad Form
IL 02 55	0415	Florida Changes - Cancellation and Nonrenewal
IL 09 85	0115	Disclosure Pursuant to Terrorism Risk Insurance Act
TRCGTC-1	0116	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 00 01	1207	Commercial General Liability Coverage Form
CG 00 68	0509	Record.And Dist.Of Material Or Info.In Viol.Of Law Exclus
CG 02 20	0312	Florida Changes - Cancellation and Nonrenewal
CG 20 11	0196	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG 21 06	0514	Exclusion-Access or Disclosure of Confidential or Persona
CG 21 46	0798	ABUSE OR MOLESTATION EXCLUSION
CG 21 47	1207	Employment-Related Practices Exclusion
CG 21 49	0999	Total Pollution Exclusion
CG 21 60	0998	Exclusion-Yr 2000 Comptr-Related & other Electrnc Problem
CG 21 67	1204	Fungi or Bacteria Exclusion
CG 21 71	0115	Exclusion of Other Acts of Terrorism Committed Outside th
TRCG1001FL	0116	EXCLUSION ASBESTOS LIABILITY
TRCG1002FL	0116	EXCLUSION LEAD LIABILITY
CG 21 96	0305	Silica or Silica-Related Dust Exclusion
CG 24 07	0196	PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED
CG 24 26	0704	Amendment of Insured Contract Definition
TRCG1003	0116	Hired Auto And Non-Owned Auto Liability
TRCGTC-2	0116	LIQUOR LIABILITY COVERAGE FORM
CG 00 33	1207	Liquor Liability Coverage Form
TRIL1000	0116	Signature Page

\*\*\*\*\* END OF QUOTE \*\*\*\*\*

\*\*\*\*\* NOT A BINDER \*\*\*\*\*

American Automobile Insurance Company

POLICYHOLDER NOTICE  
386640 01-16

## Notice – Offer of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Your quote/policy includes the following premium for terrorism coverage:

**TERRORISM PREMIUM:** **\$ 107**

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED ABOVE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

### SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

You must accept or reject this offer of terrorism coverage by (1) checking the "accept" or "reject" option below, (2) signing this form, (3) returning this form to your insurance agent and (4) if accepted, paying the premium for terrorism coverage shown above. **No policy will be issued without the acceptance or rejection of terrorism coverage and the return of this document.**

<input type="checkbox"/>	I hereby <b>accept</b> the offer of coverage for certified acts of terrorism for the premium shown above.
<input type="checkbox"/>	I hereby <b>reject</b> the offer of terrorism coverage. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

**Sign** →

→

**Date** →

Policyholder / Applicant's Signature

**American Automobile Insurance Company**  
Insurance Company

Print Name

**AN-226591**  
Policy / Quote Number

Date

**Amber 18 Holes Services LLC**  
Named Insured

386640 01-16

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Page 1 of 1








# Quote

11/22/2016

**Project:**  
Amber Holes Services LLC

**From:**  
Miami Restaurant Supplies  
7101 N. Miami Ave.  
# 105  
Miami, FL 33150  
305 377 2148








Item	Qty	Description	Sell	Sell Total
1	288 ea	WILMAX Model No. WL-991242 DINNER PLATE 10"   25.5 CM	\$8.24	\$2,373.12
				
2	288 ea	<b>DINNER PLATE</b> WILMAX Model No. WL-991243 DINNER PLATE 11"   28 CM	\$10.00	\$2,880.00
				
Weight: 12127.68 lbs total				
3	288 ea	WILMAX Model No. WL-991244 ROUND PLATTER 12"   31 CM	\$12.52	\$3,605.76
				
4	36 ea	<b>OVAL PLATTER</b> WILMAX Model No. WL-992630 OVAL PLATTER 12"   30 CM	\$10.96	\$394.56
				
5	24 ea	<b>OVAL PLATTER</b> WILMAX Model No. WL-992022 OVAL PLATTER 12"   30.5 CM	\$10.44	\$250.56
				

Amber Holes Services LLC

Initial: \_\_\_\_\_  
Page 1 of 6

Miami Restaurant Supplies

11/22/2016

Item	Qty	Description	Sell	Sell Total
6	1 cs	<b>BAKING DISH</b> Lodge Manufacturing Model No. HMSRD Packed 6 ea Lodge Logic Mini Server, 14 oz., 6-3/8" dia., 8-1/16" length x 1-1/16" deep, heat-enhanced and seasoned, dishwasher safe, cast iron 	\$72.00	\$72.00
		Weight: 11 lbs total Cube: 0.110		
7	1 cs	<b>SIZZLE THERMAL PLATTER UNDERLINER</b> Lodge Manufacturing Model No. U3RP Packed 6 ea Wood Underliner, 8" dia. x 3/4"H (fits HMSRD, H3SK3, LMSRD and L3SK3 only), walnut stain 	\$72.00	\$72.00
		Weight: 5 lbs total Cube: 0.320		
8	1 cs	<b>CHINA PLATTER</b> Ten Strawberry Street Model No. NAG-22-5REC Packed 20 ea Platter, 20" X 5", rectangular, coupe, stoneware, dishwasher safe, Nagoya, 10 Strawberry Street 	\$797.16	\$797.16
9	6 cs	<b>CHINA PLATTER</b> CAC China Model No. COP-RT51 Packed 1 dz COP™ Platter, 14-1/2"L x 9-3/4"W x 1-1/4"H, rectangular, coupe, dishwasher, oven and microwave safe, porcelain, Super White 	\$131.85	\$791.10
		Weight: 210 lbs total Cube: 5.700		
10	4 cs	<b>CHINA PLATE</b> CAC China Model No. SHER-21 Packed 1 dz Sheer Dinner Plate, 12" dia., x 3"H, round, dishwasher, oven and microwave safe, porcelain, Bone White 	\$164.02	\$656.08
		Weight: 120 lbs total Cube: 6.840		
11	1 cs	<b>MUFFIN PAN</b> Lodge Manufacturing Model No. P7A3 Packed 3 ea Pro-Logic Aebleskiver Pan, 9" dia., (7) impression: 2" dia. x 1-1/4" deep, for making Danish "pancake balls" (formerly 32D2), seasoned, rolled edges, cast iron (hand wash only - do not use dishwasher) (limited production, contact factory for details) 	\$96.00	\$96.00
		Weight: 18 lbs total Cube: 0.430		
12	1 cs	<b>CHINA, BOWL, 17 - 32 OZ</b> Ten Strawberry Street Model No. WTR-12RECSAMBWL Packed 16 ea Bowl, 32 oz., 12-1/2", rectangular samurai, dishwasher safe, oven safe, microwave safe, Whittier (sold in case pack ONLY) 	\$270.82	\$270.82
		Weight: 38.99 lbs total		

Amber Holes Services LLC

Initial: \_\_\_\_\_  
Page 2 of 6

Miami Restaurant Supplies

11/22/2016

Item	Qty	Description	Sell	Sell Total
13	10 dz	<b>WINE GLASS</b>  Cardinal Model No. D0795 Packed 1 dz Tulipe Glass, 25-1/4 oz., glass, Kwarx®, Chef & Sommelier, Cabernet (H 10"; T 3"; B 3-1/8"; M 3-3/4")	\$96.64	\$966.40
		Weight: 90 lbs total Cube: 14.000		
14	1 cs	<b>MARTINI CHILLER</b>  Libbey Glass Model No. 70855 Packed 1 dz Martini Chiller, 5-3/4 oz., (H 3-1/2"; T 4-1/4"; B 2-1/2"; D 4-3/8")	\$52.44	\$52.44
		Weight: 8.3 lbs total Cube: 0.900		
15	1 cs	<b>ROCK GLASS</b>  Libbey Glass Model No. 11006721 Packed 1 dz Rock Glass, 9-1/2 oz., Pisa (H 3-1/2"; T 3-1/8"; B 3"; D 3-3/4")	\$24.60	\$24.60
		Weight: 9.7 lbs total Cube: 0.520		
16	1 cs	<b>BRANDY GLASS</b>  Libbey Glass Model No. 3709 Packed 1 dz Brandy Glass, 22 oz., Safedge® Rim and foot guarantee, Embassy®, (H 6"; T 2-3/4"; B 2-7/8"; D 4-3/8")	\$39.84	\$39.84
		Weight: 9 lbs total Cube: 0.970		
17	1 cs	<b>BEVERAGE GLASS</b>  Libbey Glass Model No. 1661SR Packed 2 dz Beverage Glass, 12 oz., SheerRim® D.T.E., Super Sham (H 6-5/8"; T 2-1/2"; B 2-1/4"; D 2-1/2")	\$70.32	\$70.32
		Weight: 18 lbs total Cube: 0.790		
18	20 cs	<b>WINE GLASS</b>  Libbey Glass Model No. 7510 Packed 1 dz Wine Glass, 16 oz., tall, Finedge® and Safedge® Rim guarantee, Vina™ (H 9"; T 2-5/8"; B 3-1/4"; D 3-1/2")	\$42.12	\$842.40
		Weight: 142 lbs total Cube: 18.400		
19	20 cs	<b>BANQUET GOBLET GLASS</b>  Libbey Glass Model No. 3721 Packed 3 dz Banquet Goblet Glass, 10-1/2 oz., Safedge® Rim and foot guarantee, Embassy Royale®, (H 6"; T 3"; B 2-3/4"; D 3-1/4")	\$115.56	\$2,311.20
		Weight: 400 lbs total Cube: 30.200		


Amber Holes Services LLC

Initial: \_\_\_\_\_

Page 3 of 6

Miami Restaurant Supplies

11/22/2016

Item	Qty	Description	Sell	Sell Total
20	1 cs	<b>FLUTE GLASS</b> Libbey Glass Model No. 7500 Packed 1 dz Flute Glass, 8 oz., Finedge® and Safedge® Rim guarantee, glass, Vina™ (H 9-1/4"; T 2"; B 3-1/4"; D 3-1/4") 	\$42.12	\$42.12
		Weight: 5.8 lbs total Cube: 0.810		
21	1 cs	<b>BEVERAGE GLASS</b> Libbey Glass Model No. 11007021 Packed 1 dz Beverage Glass, 12-1/4 oz., Pisa (H 5-3/8"; T 3"; B 2-3/4"; D 3-7/8") 	\$29.40	\$29.40
		Weight: 12 lbs total Cube: 0.430		
22	1 cs	<b>IRISH COFFEE MUG/DESSERT</b> Libbey Glass Model No. 5293 Packed 2 dz Irish Coffee Mug/Dessert, 8-1/2 oz., with handle, Catalina®, (H 5-7/8"; T 3"; B 2-7/8"; D 3-5/8") 	\$112.08	\$112.08
		Weight: 23.03 lbs total Cube: 1.060		
23	1 cs	<b>SHOT GLASS</b> Libbey Glass Model No. 11006521 Packed 1 dz Shot Glass, 1-3/4 oz., Pisa (H 2-1/8"; T 1-7/8"; B 1-3/4"; D 2-1/4") 	\$14.16	\$14.16
		Weight: 2.78 lbs total Cube: 0.100		
24	1 dz	<b>FORK, DINNER EUROPEAN</b> Winco Model No. 0037-11 Packed 25 dz Table Fork, 8-3/8", 18/8 stainless steel, extra heavy weight, mirror finish, Venice, President Collection 	\$25.22	\$25.22
		Weight: 1.852 lbs total		
25	1 dz	<b>BUTTER SPREADER</b> Winco Model No. 0037-12 Packed 25 dz Butter Spreader, 6-3/4", 18/8 stainless steel, extra heavy weight, mirror finish, Venice, President Collection 	\$14.53	\$14.53
		Weight: 0.904 lbs total		
26	1 dz	<b>DINNER KNIFE</b> Winco Model No. 0037-08 Packed 15 dz Dinner Knife, 9-1/8", 18/8 stainless steel, extra heavy weight, mirror finish, Venice, President Collection 	\$25.51	\$25.51
		Weight: 2.9 lbs total		

Amber Holes Services LLC

Initial: \_\_\_\_\_  
Page 4 of 6



Miami Restaurant Supplies

11/22/2016

Item	Qty	Description	Sell	Sell Total
27	1 dz	<b>FORK, COCKTAIL OYSTER</b> Winco Model No. 0037-07 Packed 25 dz Oyster Fork, 5-5/8", 18/8 stainless steel, extra heavy weight, mirror finish, Venice, President Collection	\$13.70	\$13.70
 Weight: 0.768 lbs total				
28	1 dz	<b>COFFEE / TEASPOON</b> Winco Model No. 0037-01 Packed 25 dz Teaspoon, 6-1/8", 18/8 stainless steel, extra heavy weight, mirror finish, Venice, President Collection	\$13.30	\$13.30
 Weight: 1.16 lbs total				
29	1 dz	<b>DEMITASSE SPOON</b> Winco Model No. 0037-09 Packed 25 dz Demitasse Spoon, 4-1/2", 18/8 stainless steel, extra heavy weight, mirror finish, Venice, President Collection	\$11.95	\$11.95
 Weight: 0.556 lbs total				
30	1 dz	<b>COFFEE / TEASPOON</b> Winco Model No. 0021-01 Packed 25 dz Teaspoon, 6", 18/0 stainless steel, extra heavy weight, mirror finish, Continental	\$6.84	\$6.84
 Weight: 1.052 lbs total				
31	1 dz	<b>FORK, COCKTAIL OYSTER</b> Winco Model No. 0021-07 Packed 25 dz Oyster Fork, 5-5/8", 18/0 stainless steel, extra heavy weight, mirror finish, Continental	\$6.85	\$6.85
 Weight: 0.76 lbs total				
32	1 dz	<b>DEMITASSE SPOON</b> Winco Model No. 0021-09 Packed 25 dz Demitasse Spoon, 4-1/8", 18/0 stainless steel, extra heavy weight, mirror finish, Continental	\$5.58	\$5.58
 Weight: 0.604 lbs total				
33	1 dz	<b>FORK, DINNER EUROPEAN</b> Winco Model No. 0021-11 Packed 25 dz European Table Fork, 8", 18/0 stainless steel, extra heavy weight, mirror finish, Continental	\$11.10	\$11.10
 Weight: 1.508 lbs total				


Amber Holes Services LLC

Initial: \_\_\_\_\_  
Page 5 of 6



Miami Restaurant Supplies

11/22/2016

Item	Qty	Description	Sell	Sell Total
34	1 dz	<b>DINNER KNIFE</b> Winco Model No. 0030-08 Packed 15 dz Dinner Knife, 9-1/4", 18/8 stainless steel, solid handle, extra heavy weight, mirror finish, Shangarila, President Collection	\$15.93	\$15.93
				
Weight: 2.907 lbs total				
			Merchandise	\$16,914.63
			Tax 7%	\$1,184.02
			Total	\$18,098.65

*We hope to have informed you enough. Please contact us if there is anything else we can do for you.*

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Amber Holes Services LLC

Initial: \_\_\_\_\_  
Page 6 of 6






# Quote

11/22/2016

**Project:**  
Amber Holes Services LLC  
Equipment

**From:**  
Miami Restaurant Supplies  
7101 N. Miami Ave.  
# 105  
Miami, FL 33150  
305 377 2148

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>GLASS AND PLATE CHILLER</b>  True Food Service Equipment Model No. T-24-GC Glass/Plate Chiller, 0° F & below, capacity: (90) 8" mugs or (85) 10" steins, (2) adjustable PVC coated shelves, stainless steel counter top & lid, deep well design, galvanized interior, black vinyl exterior, auto defrost, 1/5 HP, 115v/60/1, 2.6 amps, NEMA 5-15P, 9' cord, MADE IN USA 1 ea Self-contained refrigeration standard 1 ea Warranty - 5 year compressor (self-contained only), please visit <a href="http://www.Truemfg.com">www.Truemfg.com</a> for specifics 1 ea Warranty - 3 year parts and labor, please visit <a href="http://www.Truemfg.com">www.Truemfg.com</a> for specifics Weight: 180 lbs total      Cube: 13.000	\$1,847.04	\$1,847.04
2	1 ea	<b>COUNTERTOP HOTPLATE</b>  Royal Range of California Model No. RHP-48-8 Hotplate, gas, countertop, 48", (8) 30,000 BTU open burners with 12" x 12" cast iron top grates, manual controls, stainless steel front, sides and plate ledge, 4" legs, 240,000 BTU, NSF, CSA Star, CSA Flame 1 ea Two year parts and labor warranty, standard 1 ea Gas type to be specified Weight: 275 lbs total	\$1,617.23	\$1,617.23
3	1 ea	<b>BLENDER</b>  Vitamix Model No. 1002 (VM0101) Vita-Prep® Commercial Food Blender, high-impact, variable speed, 64 oz. (2 liter) capacity, includes: stainless steel hammermill wet blade, lid, BPA-free Eastman Tritan Copolyester clear container, 54 page recipe and technique guide, accelerator tool, black base, 2-peak HP, RoHS compliant, cULus, CE, NSF 1 ea 3 years warranty on motor base parts & 1 year warranty on labor, standard 1 ea 120v/50-60/1-ph, 11.5 amps, standard Weight: 15 lbs total      Cube: 1.500	\$475.00	\$475.00

Amber Holes Services LLC Equipment

Initial: \_\_\_\_\_  
Page 1 of 3

Miami Restaurant Supplies

11/22/2016

Item	Qty	Description	Sell	Sell Total
4	1 ea	<b>BAR BLENDER</b>  Vitamix Model No. 748 (VM0100) Drink Machine, 2-speed, high-impact, 64 oz. (2 liter) capacity, includes: stainless steel hammermill blade assembly, lid, manual controls, accelerator tool, BPA-free Eastman Tritan clear container, grey base, 2-peak HP, RoHS compliant, cULus, CE, NSF 1 ea 3 years warranty on motor base parts & 1 year warranty on labor, standard 1 ea 120v/50-60/1-ph, 11.5 amps, standard Weight: 15 lbs total Cube: 1.600	\$441.06	\$441.06
5	1 ea	<b>TWO (2) COMPARTMENT SINK</b>  BK Resources Model No. BKS-2-1620-12 Sink, two compartment, 37"W x 25-13/16"D, 18/304 stainless steel construction, 16" wide x 20" front-to-back x 12" deep compartments, 9"H backsplash, 8" O.C. splash mount faucet holes, 1-1/2" rolled edges front & sides, includes drain baskets, galvanized steel legs, adjustable high impact corrosion resistant feet, NSF Weight: 70 lbs total	\$489.44	\$489.44
6	1 ea	<b>THREE (3) COMPARTMENT SINK</b>  BK Resources Model No. BKS-3-1620-12 Sink, three compartment, 53"W x 25-13/16"D, 18/304 stainless steel construction, 16" wide x 20" front-to-back x 12" deep compartments, 9"H backsplash, 8" O.C. splash mount faucet holes, 1-1/2" rolled edges front & sides, includes drain basket, galvanized steel legs, adjustable high impact corrosion resistant feet, NSF Weight: 105 lbs total	\$667.00	\$667.00
7	1 ea	<b>ONE (1) COMPARTMENT SINK</b>  BK Resources Model No. BK8BS-1-18-14 Budget Sink, one compartment, 21"W x 21-1/2"D x 41"H, 18/430 stainless steel construction, 18" x 18" x 14" deep compartment, 8"H backsplash, 8" O.C. splash mount faucet holes, 1-1/2" rolled edges on front & sides, square corners, includes drain baskets, galvanized steel legs with adjustable high-impact corrosion-resistant feet Weight: 29 lbs total	\$200.83	\$200.83
8	1 ea	<b>SPEED RAIL / RACK</b>  Winco Model No. SPR-42D Packed 3 ea Speed Rail, double, 42", stainless steel 1 ea SPR-1 Mounting Straps, for speed rails (12 each per inner case, 120 each per master case) Weight: 14.679 lbs total	\$62.84	\$62.84
			Merchandise	\$5,801.56
			Tax 7%	\$406.11
			Total	\$6,207.67

We hope to have informed you enough. Please contact us if there is anything else we can do for you.

Amber Holes Services LLC Equipment

Initial: \_\_\_\_\_  
Page 2 of 3



Miami Restaurant Supplies

11/22/2016

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Amber Holes Services LLC Equipment

Initial: \_\_\_\_\_  
Page 3 of 3



### D 3.3 Licenses and Certifications Letter

December 1st, 2016

REF: RFP # 01- 16/17 . FOOD & BEVERAGE OPERATION SERVICES AT MIAMI SPRING GOLF AND COUNTRY CLUB

#### Licenses and Registration Statement

Dear Sirs,

Amber 18 Holes Services LLC, is a newly created Florida-based company, by the most experienced, well-known and recognized professionals in the restaurant and hospitality market, exclusively to Provide Food and Beverage Operation Services at the Miami Springs Golf and Country Club. We are committed to issue the requested Occupational License and any other requested licenses as soon as the RFP (mentioned in the letterhead) is awarded to Amber 18 Holes Services LLC,.

Best Regards

By Amber 18 Holes Services

Name: Sigfrido Guban

Title: General Manager

Phone: 954-696-6875

Address: 6355 NW 36TH, SUITE 603. MIAMI, FL 33166

D 3.4 Proposal Tabulation Request

12/01/2016

City of Miami Springs

Ref: RFP # 01- 16/17 to Provide Food and Beverage Operation Services at Miami Springs Golf and Country Club

Proposal Tabulation Request

Dear Sirs,

We are interested in receiving a copy of the Proposal Tabulation. Please send it to us using the enclosed self-addressed stamped envelope.

Best Regards

By Amber 18 Holes Services

Name:

Title:

Phone:

Address:

D.3.5 Third parties and business partners' quotes and proposals



## Alternative Waste Solutions

An Independent Solid Waste Management Company

### SERVICE PROPOSAL

Sales Representative : MARIO S ESMA	Date : November 29, 2016
Business Name: Amber 18 Holes Services LLC Address: 6355 NW 36 <sup>th</sup> St. Suite 603 City: Miami Springs State: FL Zip Code: 33166 Business Phone: (305) 640-0661 Fax: (305) 871 6677 Email Address: amber18holeservice@gmail.com	Contact Person: Sigfrido Guban Service address: 650 Curtiss Pkwy, Miami Springs, FL 33168 Cell Phone: (954) 696 6875

<b>1-4yd. container serviced X 2/W</b>	\$225.16
Fuel & Environmental Surcharge	\$ 31.52
Administration Fee	\$ 6.00
Miami Springs at 10.50%	\$ 27.58
	<b>\$290.26</b>

And

<b>1-4yd. recycling container serviced X 1/W</b>	\$150.00
Fuel & Environmental Surcharge	\$ 21.00
	<b>\$171.00</b>

Note: Rate is good for twelve (12) months. Exclusive of governmental mandated increase.  
Acceptance

Customer:  
Name print : \_\_\_\_\_ Date: \_\_\_\_\_

Alternative Waste Solutions  
Name print : Mario S es ma Date : \_\_\_\_\_

Signature  
Office: 305.705.3351  
E-mail: alternativewaste @gmail .com

Signature  
Fax: 305.4 54.9128  
www.alternativewastesolutions.com



Superior Point of Sales, Inc. Dade:305 235-5724  
7401 Wiles Road #324 Broward: 954 840-0444  
Coral Springs, Florida 33067 Superiorpos@aol.com

RFP Miami Springs Golf & Country Club  
Att: Ziggy

Pos Proposal

Date 11-19-16

New Point of Sale System Package Consisting of:

\*\*\*Custiss's Piano Bar\*\*\*

1-15" All-In-One Touch Screen Pos Terminal-----1275.00Ea.---1275.00  
2-Cash Drawer Double Stack with Trigger Switch /Cable--170.00Ea-----340.00  
1-Thermal Receipt Printer-----300.00Ea-----300.00  
2-Rugget 10" Win Tablet with Reader-----1350.00Ea.---2700.00  
2-Bluetooth Belt printers-----475.00Ea.-----950.00  
2-Remote Ethernet Impact Printer (Kitchen & Bar)-----375.00Ea.---750.00

\*\*\*Majestic Room\*\*\*

4-15" All-In-One Touch Screen Pos Terminal-----1275.00Ea.---5100.00  
2-Cash Drawer-----150.00Ea-----300.00  
4-Thermal Receipt Printer-----300.00Ea-----1200.00  
6-Remote Ethernet Impact Printer (4Kitchen & 2Bar)-----375.00Ea.---2250.00  
1-Intel Office Pc with 24" Led Monitor win Pro-----1100.00Ea.--1100.00  
8-User Full Microsale Pos Software License-----800.00Ea-----6400.00  
1-Dsl Credit Card Software Integration-----1500.00-----1500.00  
1-Complete Installation, and Setup-----950.00-----950.00  
Complete configuration + installation of Pc's,Wiring, and network Switch  
1-Menu Developing and Modifications-----475.00-----475.00  
1-Up to 4 Day 8 Hours Total on Site Manager/Staff Training-----Included  
1-Year Manufacturer Hardware Warranty

Total 25590.00+Tax  
Financing Available

Thanks Your Business



Motherboard	
Processor	Intel™ Atom™ Z3745 @1.33Ghz with the burst frequency @1.86Ghz, 2MB Cache
Chipset	Baytrail-T
System Memory	2GB DDR3L
Storage	
Flash Memory	32GB eMMC
MicroSD Slot	MicroSDHC up to 128GB
LCD	
LCD Size	7" or 10.1"
Resolution	7" 1280 x 800 or 10.1" 1920 x 1200
Standard Peripherals	
Rear Camera	5MP with autofocus
Hand Strap	2- point hand strap
MSR	Integrated 3-track USB MSR with encryption option
Power	
Battery	8000mAh, 3.7V
Optional Peripherals	
Smart Chip Reader	EMV L2 Certified
Barcode Scanner	Integrated 2D Barcode Scanner with USB Interface
Fingerprint Reader	Capacitive fingerprint reader
Cellular Data	3G Simm Card Slot
Battery Charger	5-bay battery charger
Docking Options	
Charging Dock	Standard Dock, comes with USB OTG Cable
Premium Dock	Comes with 4 x USB, 1 x Serial, 1 x LAN with optional VGA Port
Connectivity	
Wireless	802.11 a/b/g/n with 2.4Ghz/5Ghz Support
Bluetooth	4.0+LE (Class2)
3G	Optional
NFC	Supported
Environment	
Operating Temperature	0°C ~ 40°C (32°F ~ 104°F)
Storage Temperature	-10 ~ 45°C (-14°F ~ 114°F)
Operating Humidity	20% ~ 80% RH non-condensing
Storage Humidity	20% ~ 80% RH non-condensing
Certificats	
EMC & Safety	FCC Class B, CE, UL
Dust & Water Proof	IP54 Front Bezel
Dimensions	
Dimensions (WxDxH)	8" x 5" x 1.4" for Quest 7; 10.6" x 6.9" x 1.4" for Quest 10
Weight	1.47 LBS for Quest 7; 2.08 LBS for Quest 10
Operating Humidity	20% ~ 80% RH non-condensing
Storage Humidity	20% ~ 80% RH non-condensing
Operating System	
OS Support	Windows 8.1 Industry Retail and Professional, Windows 10 IOT Enterprise and Professional

*Greeting*

Miami Springs  
Golf and Country Club

*With Class*

*Presented to*

Amber 18 Holes Services LLC

*Provided By*



12550 Biscayne Blvd, Suite 207, North Miami, FL 33181  
P. 305.531.4466 F. 786.513.2711  
Email: jzuluaga@valetonly.com

## First Class Parking System Introduction

First Class Parking Systems was founded in 1997 by Jorge Zuluaga, since then First Class Parking System has grown as one of the most prestigious parking service provider companies in South Florida. Our associates commitment to provide a five star customer service has been noticed and recognized within the parking industry. We pride ourselves of having an excellent record for the best customer service satisfaction. We believe on the principle of maintaining our associates and customers happy.

First Class Parking has had the opportunity to develop three business units: Special events unit, Residential and commercial unit and recently Transportation Services thru our partner firm "First Auto Rental Car".

We are proud to be trusted by The City of Miami Beach to manage their parking operations at the Miami Beach Convention Center, The Fillmore Theater, and The Lincoln Road off-site valet parking stations for the last 15 years, we are also the exclusive parking provider to the City of Miami Beach to manage City private functions and special events. Our special events division has been recognized to manage the most important events thru Downtown Miami, Miami-Dade and Broward. Our portfolio is conformed by prestigious condominiums within Miami Beach, Miami-Dade and Broward areas.

Our associates are fundamental in our company hence we have a very extensive selection process through our human resources department. Background checks, driving tests, and drug tests are performed to all our job candidates, meaningful interviews are done by our HR director and also by our location managers, we are compromised to provided you with our finest associates to manage your parking operations.

We believe Technology is a fundamental component of the Parking Industry and we have developed strategic alliances with the most important providers of technology solutions. We are confident to be able to manage and support these solutions for you.

Our goals is not only to provide you with the best Parking solution and services but to create a solid and extensive partnership between our firm and **Miami Springs Golf and Country Club**.

We thank you for the opportunity to provide you our proposal and look forward to discuss it with you at your convenience.

Respectfully,

Jorge Zuluaga  
First Class Parking Services  
CEO



## Our Team

### **Jorge Zuluaga** CEO-President

A hands-on owner with over 16 years of experience in the parking industry, Mr. Zuluaga started as a valet attendant at the age of 19 while attending high school. At the age of 21 he acquired this parking company an named First Class Parking. His commitment to hard work and high quality customer service has made First Class Parking systems a unique company within the parking industry.

### **Sebastian Lopez** Co-owner, Operations Manager

Mr. Lopez, has been working in the Parking industry for over 14 years, Joined this venture with Mr. Zuluaga since 2006, committed to maintain our high standards Mr. Lopez makes sure that our team deliveries high quality services as first and last impression of our communities.

### **Manuel Sequera** Area Manager

Mr. Sequera high quality customer service and extensive parking experience makes him a great support to our day to day operation, building a great relationship not only with our clients but also with our associates thru delivering an excellent customer service.

### **Melanie Roman** HR Director

Mrs. Roman makes our commitment to provide the upmost memorable first and last impression in our properties easier by doing an extensive screening and hiring process to our candidates, training and developing our current staff members. Her 8 years of experience in the parking industry not only as parking attendant but as a manager and area manager makes him a great leader to follow by our team members.



## Our Proposed Staff

First Class Parking Services will provide the following staff to cover this parking operation as per the information you have shared with us, we will be open to modify this schedule if you deem it necessary.

### Monday to Saturday

Monday – Tuesday (1 Valet Attendant) 11:00 a.m. to 9 :00 p.m. - 10 hours

Wednesday – Saturday (1 Valet Attendant) 9:00 a.m to 9:00 p.m. - 12 hours

Total Hours a week 68 hours

Total hours a year 3,536 hours



## Our Proposal

First Class parking will provide a total of 3,536 man hours per year and will propose an inclusive hourly rate of

**\$15.00 per man hour**

**Total biweekly \$2,040**

**Total yearly \$53,040**

Hourly rates are inclusive of:

- ☐ **Uniforms.** First Class will provide first class uniforms.
- ☐ **Associates Benefits.** Pay Vacations, Sick days. Disability insurance, Life Insurance, Pay-roll taxes, workers compensation.
- ☐ **Tickets and supplies.** Key Boards. Podiums.
- ☐ **Liability Insurance.** Policy insurance certificate template will be added for your review.

### Billing:

First Class Parking will issue biweekly invoicing for total of hours of service provided with 10 days net payment.





## Our References

We are enclosing some of our references for your information. Please feel free to contact them at your convenience.

**La Gorce Country Club**

5685 Alton Rd, Miami Beach, FL 33140

Contact: Jose Mera

T: (305) 866-4421

**Metropolis Master at Dadeland (387 units)**

9055 SW 73<sup>rd</sup> Court Miami, FL 33156

Contact: Luis Tejerino

First Service Residential.

T: 305.670.1950 F: 305.670.1949

**Museum Plaza Condo Association (Office Condo)**

200 South Andrews Avenue Fort Lauderdale, FL 33301

Contact: Carlos Frost

Premier Property Management Group

T: 305.625.0949

**The Miami Beach Convention Center**

1700 Convention Center Dr. Miami Beach, FL 33139

Contact: Joy Martin

T: 305.673.7316

**The Sayan Condominium (300+ units)**

16275 Collins Ave. Sunny Isles Beach, FL 33160

Contact: Yamilka Alvarez

T: 305.503.0520



## Our References

**Imperial At Brickell (161 units)**

1627 Brickell Avenue Miami, FL 33129  
Contact: Marie Lamothe  
Castle Group Management  
T: 305-854-4140

**The Skyline at Brickell Condominium (360 units)**

2101 Brickell Avenue · Miami, FL 33129  
Contact: Manager  
Castle Group.  
T: 305-854-4858

**The Sterling Condominium (200 units)**

6767 Collins avenue · Miami Beach, FL 33132  
Contact: Ana Perez  
Castle Group.  
T: 305-864.0729

**The Blue Condominium (500+ units)**

601 NE 36 Street · Miami , FL 33137  
Contact: Stephen Hemert  
Castle Group.  
T: 786.279.2583



*Provided By*



12550 Biscayne Blvd, Suite 207, North Miami, FL 33181  
P. 305.531.4466 F. 786.513.2711  
Email: [jzuluaga@valetonly.com](mailto:jzuluaga@valetonly.com)



19075 West Dixie Hwy  
North Mial Fl, 33180  
Phone 305-919-7748  
Fax 305-919-7221

JOB	MIAMI SPRINGS GOLF & COUNTRY CLUB	SHELL AND ROUGH FINISH				Prepared by	NR- GROUP 3 CONTRACTORS		
OWNER	CITY OF MIAMI SPRINGS	Advance	0%	60%	80-100%	Fir floor	5,400.00	Date	11/22/16
ADDRESS		Draws	30%	30%	30-10%			Lead Time	180
CITY, STATE, ZIP	FLORIDA	Total %				Total Bull roof	5,400.00	Living area	5,400
DESIGN	G3C	Dimensions (Area, Volume) / Pieces				Estimate N°			
SUBJECT	INTERIOR RENOVATIONS	Units	L	W	H / Qty	Total	Material	Labor	Direct Cost
DESCRIPTION OF WORK - SHELL AND ROUGH FINISH PER PLANS									
DIVISION 01 - GENERAL REQUIREMENTS							\$	21,800.00	9.79%
DIVISION 02 - UNDERGROUND -WATER SEWER- SYSTEM TO ATTAC LINE BUILDING NEW GREASE TRUP							\$	10,800.00	4.90%
DIVISION 03 - METAL STRUCTURAL INCLUDING -NEW PARTITIONS- NEW CONCRETE COVER LINES PLUMBING AND ELECTRICAL WIRE DUCTS							\$	12,636.00	5.73%
DIVISION 04 - NEW ESTRUCTURE ROOF STRUCTURE SYSTEM A/C ATTAC ROOFIN METAL DECK - NEW DENGlass EXTERIOR TERRAZE							\$	10,892.00	4.85%
DIVISION 04B - REFLECTING CEILING ATTAC METAL DECK -FRP KITCHEN - STAIN STEEL HOOD AREA							\$	15,984.00	5.38%
DIVISION 04C - FIRE STOPPING AND INSULATED CEILING METAL DECK W/CODE BLACK							\$	7,830.00	3.55%
DIVISION 05 - FIRE SYSTEM ALARM AND RELOCATE SPRINKLERS SYSTEM BY BUILDING SUBCONTRACTORS							\$	13,500.00	6.12%
DIVISION 06 - SUB-CONTRACTORS							\$	16,956.00	7.69%
DIVISION 07 - NEW PARTITIONS & DRYWALL PLASTER AND FINISH							\$	11,340.00	5.14%
DIVISION 08 - PLUMBING (INCLUDED FIXTURES PLUMBING BATHS ONLY (KITCHEN EQUIPMENT BY OWNER))							\$	16,848.00	7.64%
DIVISION 09 - MECHANIC -UNITS AND DRAIN A/C MACHINES - UPGRADE							\$	6,480.00	2.94%
DIVISION 10 - ELECTRICAL (LIGTHING FIXTURES BY OWNER / LIFE SAFETY BY SUBCONTRACTORS) NOTA:Incluye INCLUYE I tipo de Alimentacion a este Local por parte del Building) NOT INCLUDED LIGTHING FIXTURES							\$	13,230.00	6.00%
DIVISION 11 - GARBAGE AND CLEAN							\$	14,418.00	6.54%
SUB TOTAL							\$	172,314.00	78.13%
PROJECT MANAGENR - FOREMAN - SUPERVISION							\$	13,785.12	6.25%
PROFIT - GENERAL COST - OVERHEAD							\$	34,462.80	15.63%
TOTAL SHELL AND ROUGH FINISH							\$	220,561.92	100%
							\$/SQFT	\$	40.84



JOB	MIAMI SPRINGS GOLF & COUNTRY CLUB	ROUGH FINISH				Prepared by	NR GROUP 3 CONTRACTORS			
OWNER	CITY OF MIAMI SPRINGS	Advance	0%	60%	80-100%	Firt floor	6,200.00	Date	2/15/16	
ADDRESS		Draws	30%	30%	30-10%			Lead Time	180	
CITY, STATE, ZIP	FLORIDA	Total %				Total / Bull roof	6,100.00	Living area	4,900	
DESIGN	G3C	Dimensions (Area, Volume) / Pieces				Estimate N°				
SUBJECT	INTERIOR RENOVATIONS	Units	L	W	H / Qty	Total	Material	Labor	Direct Cost	Total Cost

#### DESCRIPTION OF WORK - INTERIOR AND EXTERIOR FINISHES

PRICES FINIHS TO BE DETERMINATE OWNER - ESTOS ÍTEMES SERAN REALIZADOS DIRECTAMENTE POR OWNER EN CORDINACION CON GENERAL CONTRACTORS

MISSING DETAILS FOR FINAL AND ACCURATE PRICE

DIVISION 12 - NEW STORE FRONT - NORMAL PGT AND NANO DOORS	\$	-	0.00%
DIVISION 13 - INTERIOR DOORS AND BATHROOM DOORS : 2 TWO DOOR BATHS+ DOOR +1 DOORT KITCHEN + 1 EXTERIOR DOOR	\$	8,418.00	3.16%
DIVISION 14 - EQUIPMENT KITCHEN FINISH BY OTHERS ( APROX BUGGET NEW BAR - KITCHEN - ACCESORIOS KITCHEN AND STORAGE OFFICE)	\$	-	0.00%
DIVISION 15 - PAINT WALLS AND CEILING AND INTERIOR FINISHES	\$	13,908.00	5.22%
DIVISION 16 - REINFORCED WALLS KITCHEN AREA STAIN STEEL WALLS FRP PANELS - BATHS	\$	12,932.00	4.85%
DIVISION 17 - INSTALL FLOORING MODEL WOOD /OVER CONCRETE + ACOUSTICAL CEILING -BATHS AND OTHER AREAS	\$	27,816.00	10.43%
DIVISION 18 - NEW BAR EQUIPMENT AND INSTALL -EQUIPMENT BUILDING ICE MACHINE AND DISH WASHER BY RENT COMPANY ( BY OTHERS)	\$	7,503.00	2.81%
DIVISION 19 - CHAIRS AND TABLES -LET- WOOD TABLE - BOOTH - SIMILAR LETHER RED	\$	8,845.00	3.32%
DIVISION 20 - SIGNAGE INTERIOR EXTERIOR	\$	10,675.00	4.00%
DIVISION 21 - EXTERIOR DECORATIVE LIGHING FIXTURES - PANELS ETC BY DESIGNER	\$	16,775.00	6.29%
DIVISION 22 - KITCHEN HOOD INCLUDED FIRE SUPPRESSION AND ELECTRICAL MANTENIMENT UP GRADE	\$	10,065.00	3.78%
DIVISION 23 - AUDIO VIDEO + 14 TV + 6 SCREEN FLAT HD + WIRE CAD 6 - SPEAKER ETC	\$	8,845.00	3.32%
DIVISION 23 - ESPECIAL CARPENTRY STYLE - WALLS AND PANELS - ESTATIONS SERVERS - BAR	\$	12,993.00	4.87%
DIVISION 23 - POS SYSTEM + PRINTER + PRE WIRE DEDICATE POSA SYETM + INTERNET	\$	14,030.00	5.26%
DIVISION 23 - BAR STAIN STEEL EQUIPMENT + PREP AREA + SERVERS + STAIN STEEL WALLS	\$	15,250.00	5.72%
DIVISION 23 - WINE CEALER + VIP AREAS	\$	6,100.00	2.29%
DIVISION 23 - ARTEFACTS DE BATHS AND FINISHES + EXTRACTOR AIR SECADOR DE MANOS +PARTITIONS	\$	6,832.00	2.56%
DIVISION 23 - EXTERIOR LOUNGE SEATS - HUMBRELLAS - TABLES - TOPS - MACETEROS EXTERIOR RAILLINGS	\$	7,503.00	2.81%
DIVISION 23 - VAJILLA - GLASSES - SHOPS- ACCESORIOS BAR- CUBIERTOS -MANTELERIAS- ETC ACCESOIOS CHEF MANAGER	\$	19,764.00	7.41%
<b>SUB TOTAL</b>	\$	208,254.00	78.13%
<b>SUPERVISION</b>	\$	16,660.32	6.25%
<b>PROFIT - GENERAL COST - OVERHEAD</b>	\$	41,650.80	15.63%
<b>TOTAL INTERIOR AND FINISHES</b>	\$	266,565.12	100%
	\$/SQFT	\$	43.70
<b>TOTAL INTERIOR AND FINISHES</b>	\$	487,127.04	100%
	\$/SQFT	\$	84.54

SOFT COSTS	
Building Permits	BY Owner COST APROX
Wass Derm	BY Owner
Impact Fees	BY Owner
Process permit	BY Owner
Indirect cost	BY Owner
CAPITAL WORK	BY OWNER
Architects and Engineers NR Group 3 Contractors	\$ 29,000.00
SUB TOTAL	\$ 29,000.00
LAND COST	
<b>TOTAL SOFT COST</b>	<b>\$ 29,000.00</b>






Nestor Rojas  
GROUP 3 CONTRACTORS  
19075 West Dixie Highway  
Aventura Florida 33180  
Office: 305-919-7748  
Fax: 305-919-7221  
email: nr@thegroup3.com  
website: www.thegroup3.com




[illegible][illegible]

SPECIFICATION OF WORK - INTERIOR AND EXTERIOR FINISHES				
ITEM NO.	DESCRIPTION OF WORK	UNIT	PRICE	QTY
1	INTERIOR FINISHES			
1.1	CEILING FINISHES			
1.1.1	CEILING FINISHES - PLASTER AND PAINT	SQ. METER	15.00	100.00
1.1.2	CEILING FINISHES - PLASTER AND PAINT - GYM	SQ. METER	15.00	100.00
1.1.3	CEILING FINISHES - PLASTER AND PAINT - HALL	SQ. METER	15.00	100.00
1.1.4	CEILING FINISHES - PLASTER AND PAINT - KITCHEN	SQ. METER	15.00	100.00
1.1.5	CEILING FINISHES - PLASTER AND PAINT - LIVING ROOM	SQ. METER	15.00	100.00
1.1.6	CEILING FINISHES - PLASTER AND PAINT - BED ROOM	SQ. METER	15.00	100.00
1.1.7	CEILING FINISHES - PLASTER AND PAINT - BATH ROOM	SQ. METER	15.00	100.00
1.1.8	CEILING FINISHES - PLASTER AND PAINT - TOILET	SQ. METER	15.00	100.00
1.1.9	CEILING FINISHES - PLASTER AND PAINT - PORCH	SQ. METER	15.00	100.00
1.1.10	CEILING FINISHES - PLASTER AND PAINT - TERRACE	SQ. METER	15.00	100.00
1.1.11	CEILING FINISHES - PLASTER AND PAINT - BALCONY	SQ. METER	15.00	100.00
1.1.12	CEILING FINISHES - PLASTER AND PAINT - STAIRS	SQ. METER	15.00	100.00
1.1.13	CEILING FINISHES - PLASTER AND PAINT - CLOSET	SQ. METER	15.00	100.00
1.1.14	CEILING FINISHES - PLASTER AND PAINT - ENTRY	SQ. METER	15.00	100.00
1.1.15	CEILING FINISHES - PLASTER AND PAINT - HALLWAY	SQ. METER	15.00	100.00
1.1.16	CEILING FINISHES - PLASTER AND PAINT - CORRIDOR	SQ. METER	15.00	100.00
1.1.17	CEILING FINISHES - PLASTER AND PAINT - LOBBY	SQ. METER	15.00	100.00
1.1.18	CEILING FINISHES - PLASTER AND PAINT - RECEPTION AREA	SQ. METER	15.00	100.00
1.1.19	CEILING FINISHES - PLASTER AND PAINT - CONFERENCE ROOM	SQ. METER	15.00	100.00
1.1.20	CEILING FINISHES - PLASTER AND PAINT - MEETING ROOM	SQ. METER	15.00	100.00
1.1.21	CEILING FINISHES - PLASTER AND PAINT - OFFICE	SQ. METER	15.00	100.00
1.1.22	CEILING FINISHES - PLASTER AND PAINT - STORAGE ROOM	SQ. METER	15.00	100.00
1.1.23	CEILING FINISHES - PLASTER AND PAINT - JANITORY	SQ. METER	15.00	100.00
1.1.24	CEILING FINISHES - PLASTER AND PAINT - LAUNDRY	SQ. METER	15.00	100.00
1.1.25	CEILING FINISHES - PLASTER AND PAINT - GARAGE	SQ. METER	15.00	100.00
1.1.26	CEILING FINISHES - PLASTER AND PAINT - DRIVEWAY	SQ. METER	15.00	100.00
1.1.27	CEILING FINISHES - PLASTER AND PAINT - PORCH	SQ. METER	15.00	100.00
1.1.28	CEILING FINISHES - PLASTER AND PAINT - TERRACE	SQ. METER	15.00	100.00
1.1.29	CEILING FINISHES - PLASTER AND PAINT - BALCONY	SQ. METER	15.00	100.00
1.1.30	CEILING FINISHES - PLASTER AND PAINT - STAIRS	SQ. METER	15.00	100.00
1.1.31	CEILING FINISHES - PLASTER AND PAINT - CLOSET	SQ. METER	15.00	100.00
1.1.32	CEILING FINISHES - PLASTER AND PAINT - ENTRY	SQ. METER	15.00	100.00
1.1.33	CEILING FINISHES - PLASTER AND PAINT - HALLWAY	SQ. METER	15.00	100.00
1.1.34	CEILING FINISHES - PLASTER AND PAINT - CORRIDOR	SQ. METER	15.00	100.00
1.1.35	CEILING FINISHES - PLASTER AND PAINT - LOBBY	SQ. METER	15.00	100.00
1.1.36	CEILING FINISHES - PLASTER AND PAINT - RECEPTION AREA	SQ. METER	15.00	100.00
1.1.37	CEILING FINISHES - PLASTER AND PAINT - CONFERENCE ROOM	SQ. METER	15.00	100.00
1.1.38	CEILING FINISHES - PLASTER AND PAINT - MEETING ROOM	SQ. METER	15.00	100.00
1.1.39	CEILING FINISHES - PLASTER AND PAINT - OFFICE	SQ. METER	15.00	100.00
1.1.40	CEILING FINISHES - PLASTER AND PAINT - STORAGE ROOM	SQ. METER	15.00	100.00
1.1.41	CEILING FINISHES - PLASTER AND PAINT - JANITORY	SQ. METER	15.00	100.00
1.1.42	CEILING FINISHES - PLASTER AND PAINT - LAUNDRY	SQ. METER	15.00	100.00
1.1.43	CEILING FINISHES - PLASTER AND PAINT - GARAGE	SQ. METER	15.00	100.00
1.1.44	CEILING FINISHES - PLASTER AND PAINT - DRIVEWAY	SQ. METER	15.00	100.00
1.1.45	CEILING FINISHES - PLASTER AND PAINT - PORCH	SQ. METER	15.00	100.00
1.1.46	CEILING FINISHES - PLASTER AND PAINT - TERRACE	SQ. METER	15.00	100.00
1.1.47	CEILING FINISHES - PLASTER AND PAINT - BALCONY	SQ. METER	15.00	100.00
1.1.48	CEILING FINISHES - PLASTER AND PAINT - STAIRS	SQ. METER	15.00	100.00
1.1.49	CEILING FINISHES - PLASTER AND PAINT - CLOSET	SQ. METER	15.00	100.00
1.1.50	CEILING FINISHES - PLASTER AND PAINT - ENTRY	SQ. METER	15.00	100.00
1.1.51	CEILING FINISHES - PLASTER AND PAINT - HALLWAY	SQ. METER	15.00	100.00
1.1.52	CEILING FINISHES - PLASTER AND PAINT - CORRIDOR	SQ. METER	15.00	100.00
1.1.53	CEILING FINISHES - PLASTER AND PAINT - LOBBY	SQ. METER	15.00	100.00
1.1.54	CEILING FINISHES - PLASTER AND PAINT - RECEPTION AREA	SQ. METER	15.00	100.00
1.1.55	CEILING FINISHES - PLASTER AND PAINT - CONFERENCE ROOM	SQ. METER	15.00	100.00
1.1.56	CEILING FINISHES - PLASTER AND PAINT - MEETING ROOM	SQ. METER	15.00	100.00
1.1.57	CEILING FINISHES - PLASTER AND PAINT - OFFICE	SQ. METER	15.00	100.00
1.1.58	CEILING FINISHES - PLASTER AND PAINT - STORAGE ROOM	SQ. METER	15.00	100.00
1.1.59	CEILING FINISHES - PLASTER AND PAINT - JANITORY	SQ. METER	15.00	100.00
1.1.60	CEILING FINISHES - PLASTER AND PAINT - LAUNDRY	SQ. METER	15.00	100.00
1.1.61	CEILING FINISHES - PLASTER AND PAINT - GARAGE	SQ. METER	15.00	100.00
1.1.62	CEILING FINISHES - PLASTER AND PAINT - DRIVEWAY	SQ. METER	15.00	100.00
1.1.63	CEILING FINISHES - PLASTER AND PAINT - PORCH	SQ. METER	15.00	100.00
1.1.64	CEILING FINISHES - PLASTER AND PAINT - TERRACE	SQ. METER	15.00	100.00
1.1.65	CEILING FINISHES - PLASTER AND PAINT - BALCONY	SQ. METER	15.00	100.00
1.1.66	CEILING FINISHES - PLASTER AND PAINT - STAIRS	SQ. METER	15.00	100.00
1.1.67	CEILING FINISHES - PLASTER AND PAINT - CLOSET	SQ. METER	15.00	100.00
1.1.68	CEILING FINISHES - PLASTER AND PAINT - ENTRY	SQ. METER	15.00	100.00
1.1.69	CEILING FINISHES - PLASTER AND PAINT - HALLWAY	SQ. METER	15.00	100.00
1.1.70	CEILING FINISHES - PLASTER AND PAINT - CORRIDOR	SQ. METER	15.00	100.00
1.1.71	CEILING FINISHES - PLASTER AND PAINT - LOBBY	SQ. METER	15.00	100.00
1.1.72	CEILING FINISHES - PLASTER AND PAINT - RECEPTION AREA	SQ. METER	15.00	100.00
1.1.73	CEILING FINISHES - PLASTER AND PAINT - CONFERENCE ROOM	SQ. METER	15.00	100.00
1.1.74	CEILING FINISHES - PLASTER AND PAINT - MEETING ROOM	SQ. METER	15.00	100.00
1.1.75	CEILING FINISHES - PLASTER AND PAINT - OFFICE	SQ. METER	15.00	100.00
1.1.76	CEILING FINISHES - PLASTER AND PAINT - STORAGE ROOM	SQ. METER	15.00	100.00
1.1.77	CEILING FINISHES - PLASTER AND PAINT - JANITORY	SQ. METER	15.00	100.00
1.1.78	CEILING FINISHES - PLASTER AND PAINT - LAUNDRY	SQ. METER	15.00	100.00
1.1.79	CEILING FINISHES - PLASTER AND PAINT - GARAGE	SQ. METER	15.00	100.00
1.1.80	CEILING FINISHES - PLASTER AND PAINT - DRIVEWAY	SQ. METER	15.00	100.00
1.1.81	CEILING FINISHES - PLASTER AND PAINT - PORCH	SQ. METER	15.00	100.00
1.1.82	CEILING FINISHES - PLASTER AND PAINT - TERRACE	SQ. METER	15.00	100.00
1.1.83	CEILING FINISHES - PLASTER AND PAINT - BALCONY	SQ. METER	15.00	100.00
1.1.84	CEILING FINISHES - PLASTER AND PAINT - STAIRS	SQ. METER	15.00	100.00
1.1.85	CEILING FINISHES - PLASTER AND PAINT - CLOSET	SQ. METER	15.00	100.00
1.1.86	CEILING FINISHES - PLASTER AND PAINT - ENTRY	SQ. METER	15.00	100.00
1.1.87	CEILING FINISHES - PLASTER AND PAINT - HALLWAY	SQ. METER	15.00	100.00
1.1.88	CEILING FINISHES - PLASTER AND PAINT - CORRIDOR	SQ. METER	15.00	100.00
1.1.89	CEILING FINISHES - PLASTER AND PAINT - LOBBY	SQ. METER	15.00	100.00
1.1.90	CEILING FINISHES - PLASTER AND PAINT - RECEPTION AREA	SQ. METER	15.00	100.00
1.1.91	CEILING FINISHES - PLASTER AND PAINT - CONFERENCE ROOM	SQ. METER	15.00	100.00
1.1.92	CEILING FINISHES - PLASTER AND PAINT - MEETING ROOM	SQ. METER	15.00	100.00
1.1.93	CEILING FINISHES - PLASTER AND PAINT - OFFICE	SQ. METER	15.00	100.00
1.1.94	CEILING FINISHES - PLASTER AND PAINT - STORAGE ROOM	SQ. METER	15.00	100.00
1.1.95	CEILING FINISHES - PLASTER AND PAINT - JANITORY	SQ. METER	15.00	100.00
1.1.96	CEILING FINISHES - PLASTER AND PAINT - LAUNDRY	SQ. METER	15.00	100.00
1.1.97	CEILING FINISHES - PLASTER AND PAINT - GARAGE	SQ. METER	15.00	100.00
1.1.98	CEILING FINISHES - PLASTER AND PAINT - DRIVEWAY	SQ. METER	15.00	100.00
1.1.99	CEILING FINISHES - PLASTER AND PAINT - PORCH	SQ. METER	15.00	100.00
1.1.100	CEILING FINISHES - PLASTER AND PAINT - TERRACE	SQ. METER	15.00	100.00
1.1.101	CEILING FINISHES - PLASTER AND PAINT - BALCONY	SQ. METER	15.00	100.00
1.1.102	CEILING FINISHES - PLASTER AND PAINT - STAIRS	SQ. METER	15.00	100.00
1.1.103	CEILING FINISHES - PLASTER AND PAINT - CLOSET	SQ. METER	15.00	100.00
1.1.104	CEILING FINISHES - PLASTER AND PAINT - ENTRY	SQ. METER	15.00	100.00
1.1.105	CEILING FINISHES - PLASTER AND PAINT - HALLWAY	SQ. METER	15.00	100.00
1.1.106	CEILING FINISHES - PLASTER AND PAINT - CORRIDOR	SQ. METER	15.00	100.00
1.1.107	CEILING FINISHES - PLASTER AND PAINT - LOBBY	SQ. METER	15.00	100.00
1.1.108	CEILING FINISHES - PLASTER AND PAINT - RECEPTION AREA	SQ. METER	15.00	100.00
1.1.109	CEILING FINISHES - PLASTER AND PAINT - CONFERENCE ROOM	SQ. METER	15.00	100.00
1.1.110	CEILING FINISHES - PLASTER AND PAINT - MEETING ROOM	SQ. METER	15.00	100.00
1.1.111	CEILING FINISHES - PLASTER AND PAINT - OFFICE	SQ. METER	15.00	100.00
1.1.112	CEILING FINISHES - PLASTER AND PAINT - STORAGE ROOM	SQ. METER	15.00	100.00
1.1.113	CEILING FINISHES - PLASTER AND PAINT - JANITORY	SQ. METER	15.00	100.00
1.1.114	CEILING FINISHES - PLASTER AND PAINT - LAUNDRY	SQ. METER	15.00	100.00
1.1.115	CEILING FINISHES - PLASTER AND PAINT - GARAGE	SQ. METER	15.00	100.00
1.1.116	CEILING FINISHES - PLASTER AND PAINT - DRIVEWAY	SQ. METER	15.00	100.00
1.1.117	CEILING FINISHES - PLASTER AND PAINT - PORCH	SQ. METER	15.00	100.00
1.1.118	CEILING FINISHES - PLASTER AND PAINT - TERRACE	SQ. METER	15.00	100.00
1.1.119	CEILING FINISHES - PLASTER AND PAINT - BALCONY	SQ. METER	15.00	100.00
1.1.120	CEILING FINISHES - PLASTER AND PAINT - STAIRS	SQ. METER	15.00	100.00
1.1.121	CEILING FINISHES - PLASTER AND PAINT - CLOSET	SQ. METER	15.00	100.00
1.1.122	CEILING FINISHES - PLASTER AND PAINT - ENTRY	SQ. METER	15.00	100.00
1.1.123	CEILING FINISHES - PLASTER AND PAINT - HALLWAY	SQ. METER	15.00	100.00
1.1.124	CEILING FINISHES - PLASTER AND PAINT - CORRIDOR	SQ. METER	15.00	100.00
1.1.125	CEILING FINISHES - PLASTER AND PAINT - LOBBY	SQ. METER	15.00	100.00
1.1.126	CEILING FINISHES - PLASTER AND PAINT - RECEPTION AREA	SQ. METER	15.00	100.00
1.1.127	CEILING FINISHES - PLASTER AND PAINT - CONFERENCE ROOM	SQ. METER	15.00	100.00
1.1.128	CEILING FINISHES - PLASTER AND PAINT - MEETING ROOM	SQ. METER	15.00	100.00
1.1.129	CEILING FINISHES - PLASTER AND PAINT - OFFICE	SQ. METER	15.00	100.00
1.1.130	CEILING FINISHES - PLASTER AND PAINT - STORAGE ROOM	SQ. METER	15.00	100.00
1.1.131	CEILING FINISHES - PLASTER AND PAINT - JANITORY	SQ. METER	15.00	100.00
1.1.132	CEILING FINISHES - PLASTER AND PAINT - LAUNDRY	SQ. METER	15.00	100.00
1.1.133	CEILING FINISHES - PLASTER AND PAINT - GARAGE	SQ. METER	15.00	100.00
1.1.134	CEILING FINISHES - PLASTER AND PAINT - DRIVEWAY	SQ. METER	15.00	100.00
1.1.135	CEILING FINISHES - PLASTER AND PAINT - PORCH	SQ. METER	15.00	100.00
1.1.136	CEILING FINISHES - PLASTER AND PAINT - TERRACE	SQ. METER	15.00	100.00
1.1.137	CEILING FINISHES - PLASTER AND PAINT - BALCONY	SQ. METER	15.00	100.00
1.1.138	CEILING FINISHES - PLASTER AND PAINT - STAIRS	SQ. METER	15.00	100.00
1.1.139	CEILING FINISHES - PLASTER AND PAINT - CLOSET	SQ. METER	15.00	100.00
1.1.140	CEILING FINISHES - PLASTER AND PAINT - ENTRY	SQ. METER	15.00	100.00
1.1.141	CEILING FINISHES - PLASTER AND PAINT - HALLWAY	SQ. METER	15.00	100.00
1.1.142	CEILING FINISHES - PLASTER AND PAINT - CORRIDOR	SQ. METER	15.00	100.00
1.1.143	CEILING FINISHES - PLASTER AND PAINT - LOBBY	SQ. METER	15.00	100.00
1.1.144	CEILING FINISHES - PLASTER AND PAINT - RECEPTION AREA	SQ. METER	15.00	100.00
1.1.145	CEILING FINISHES - PLASTER AND PAINT - CONFERENCE ROOM	SQ. METER	15.00	100.00
1.1.146	CEILING FINISHES - PLASTER AND PAINT - MEETING ROOM	SQ. METER	15.00	100.00
1.1.147	CEILING FINISHES - PLASTER AND PAINT - OFFICE	SQ. METER	15.00	100.00
1.1.148	CEILING FINISHES - PLASTER AND PAINT - STORAGE ROOM	SQ. METER	15.00	100.00
1.1.149	CEILING FINISHES - PLASTER AND PAINT - JANITORY	SQ. METER	15.00	100.00
1.1.150	CEILING FINISHES - PLASTER AND PAINT - LAUNDRY	SQ. METER	15.00	100.00
1.1.151	CEILING FINISHES - PLASTER AND PAINT - GARAGE	SQ. METER	15.00	100.00
1.1.152	CEILING FINISHES - PLASTER AND PAINT - DRIVEWAY	SQ. METER	15.00	100.00
1.1.153	CEILING FINISHES - PLASTER AND PAINT - PORCH	SQ. METER	15.00	100.00
1.1.154	CEILING FINISHES - PLASTER AND PAINT - TERRACE	SQ. METER	15.00	100.00
1.1.155	CEILING FINISHES - PLASTER AND PAINT - BALCONY	SQ. METER	15.00	100.00
1.1.156	CEILING FINISHES - PLASTER AND PAINT - STAIRS	SQ. METER	15.00	100.00
1.1.157	CEILING FINISHES - PLASTER AND PAINT - CLOSET	SQ. METER	15.00	100.00
1.1.158	CEILING FINISHES - PLASTER AND PAINT - ENTRY	SQ. METER	15.00	100.00
1.1.159	CEILING FINISHES - PLASTER AND PAINT - HALLWAY	SQ. METER	15.00	100.00
1.1.160	CEILING FINISHES - PLASTER AND PAINT - CORRIDOR	SQ. METER	15.00	100.00
1.1.161	CEILING FINISHES - PLASTER AND PAINT - LOBBY	SQ. METER	15.00	100.00
1.1.162	CEILING FINISHES - PLASTER AND PAINT - RECEPTION AREA	SQ. METER	15.00	100.00
1.1.163	CEILING FINISHES - PLASTER AND PAINT - CONFERENCE ROOM	SQ. METER	15.00	100.00
1.1.164	CEILING FINISHES - PLASTER AND PAINT - MEETING ROOM	SQ. METER	15.00	100.00
1.1.165	CEILING FINISHES - PLASTER AND PAINT - OFFICE	SQ. METER	15.00	100.00
1.1.166	CEILING FINISHES - PLASTER AND PAINT - STORAGE ROOM	SQ. METER	15.00	100.00
1.1.167	CEILING FINISHES - PLASTER AND PAINT - JANITORY	SQ. METER	15.00	100.00
1.1.168	CEILING FINISHES - PLASTER AND PAINT - LAUNDRY	SQ. METER	15.00	100.00
1.1.169	CEILING FINISHES - PLASTER AND PAINT - GARAGE	SQ. METER	15.00	100.00
1.1.170	CEILING FINISHES - PLASTER AND PAINT - DRIVEWAY	SQ. METER	15.00	100.00
1.1.171	CEILING FINISHES - PLASTER AND PAINT - PORCH	SQ. METER	15.00	100.00
1.1.172	CEILING FINISHES - PLASTER AND PAINT - TERRACE	SQ. METER	15.00	100.00
1.1.173	CEILING FINISHES - PLASTER AND PAINT - BALCONY	SQ. METER	15.00	100.00
1.1.174	CEILING FINISHES - PLASTER AND PAINT - STAIRS	SQ. METER	15.00	100.00
1.1.175	CEILING FINISHES - PLASTER AND PAINT - CLOSET	SQ. METER	15.00	100.00
1.1.176	CEILING FINISHES - PLASTER AND PAINT - ENTRY	SQ. METER	15.00	100.00
1.1.177	CEILING FINISHES - PLASTER AND PAINT - HALLWAY	SQ. METER	15.00	100.00
1.1.178	CEILING FINISHES - PLASTER AND PAINT - CORRIDOR	SQ. METER	15.00	100.00
1.1.179	CEILING FINISHES - PLASTER AND PAINT - LOBBY	SQ. METER	15.00	100.00
1.1.180	CEILING FINISHES - PLASTER AND PAINT - RECEPTION AREA	SQ. METER	15.00	100.00
1.1.181	CEILING FINISHES - PLASTER AND PAINT - CONFERENCE ROOM	SQ. METER	15.00	100.00
1.1.182	CEILING FINISHES - PLASTER AND PAINT - MEETING ROOM	SQ. METER	15.00	100.00
1.1.183	CEILING FINISHES - PLASTER AND PAINT - OFFICE	SQ. METER	15.00	100.00
1.1.184	CEILING FINISHES - PLASTER AND PAINT - STORAGE ROOM	SQ. METER	15.00	100.00
1.1.185	CEILING FINISHES - PLASTER AND PAINT - JANITORY	SQ. METER	15.00	100.00
1.1.186	CEILING FINISHES - PLASTER AND PAINT - LAUNDRY	SQ. METER	15.00	100.00
1.1.187	CEILING FINISHES - PLASTER AND PAINT - GARAGE	SQ. METER	15.00	100.00
1.1.188	CEILING FINISHES - PLASTER AND PAINT - DRIVEWAY	SQ. METER	15.00	100.00
1.1.189	CEILING FINISHES - PLASTER AND PAINT - POR			

[illegible][illegible][illegible][illegible]



**GROUP 3 CONTRACTORS**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	CONCRETE WORK	sq. ft.	10,000	1.50	15,000.00
2	STEEL WORK	lb.	50,000	0.25	12,500.00
3	PAINT WORK	sq. ft.	20,000	0.75	15,000.00
4	MECHANICAL WORK	hr.	1,000	10.00	10,000.00
5	ELECTRICAL WORK	hr.	800	12.50	10,000.00
6	PLUMBING WORK	hr.	600	16.67	10,000.00
7	LANDSCAPING	sq. ft.	15,000	0.67	10,050.00
8	FINISHES	sq. ft.	10,000	1.00	10,000.00
9	IT/TELECOM	hr.	400	25.00	10,000.00
10	MOBILITY	hr.	300	33.33	10,000.00
11	TRAINING	hr.	200	50.00	10,000.00
12	OPERATIONS	hr.	100	100.00	10,000.00
13	MAINTENANCE	hr.	50	200.00	10,000.00
14	REPAIRS	hr.	25	400.00	10,000.00
15	REPLACEMENT	hr.	10	1,000.00	10,000.00
16	RENOVATION	hr.	5	2,000.00	10,000.00
17	DEMOLITION	hr.	2	5,000.00	10,000.00
18	DISPOSAL	hr.	1	10,000.00	10,000.00
19	PERMITS	hr.	100	100.00	10,000.00
20	INSURANCE	hr.	100	100.00	10,000.00
21	LIABILITY	hr.	100	100.00	10,000.00
22	PROPERTY	hr.	100	100.00	10,000.00
23	GENERAL	hr.	100	100.00	10,000.00
24	SAFETY	hr.	100	100.00	10,000.00
25	SECURITY	hr.	100	100.00	10,000.00
26	TRAINING	hr.	100	100.00	10,000.00
27	OPERATIONS	hr.	100	100.00	10,000.00
28	MAINTENANCE	hr.	100	100.00	10,000.00
29	REPAIRS	hr.	100	100.00	10,000.00
30	REPLACEMENT	hr.	100	100.00	10,000.00
31	RENOVATION	hr.	100	100.00	10,000.00
32	DEMOLITION	hr.	100	100.00	10,000.00
33	DISPOSAL	hr.	100	100.00	10,000.00
34	PERMITS	hr.	100	100.00	10,000.00
35	INSURANCE	hr.	100	100.00	10,000.00
36	LIABILITY	hr.	100	100.00	10,000.00
37	PROPERTY	hr.	100	100.00	10,000.00
38	GENERAL	hr.	100	100.00	10,000.00
39	SAFETY	hr.	100	100.00	10,000.00
40	SECURITY	hr.	100	100.00	10,000.00
41	TRAINING	hr.	100	100.00	10,000.00
42	OPERATIONS	hr.	100	100.00	10,000.00
43	MAINTENANCE	hr.	100	100.00	10,000.00
44	REPAIRS	hr.	100	100.00	10,000.00
45	REPLACEMENT	hr.	100	100.00	10,000.00
46	RENOVATION	hr.	100	100.00	10,000.00
47	DEMOLITION	hr.	100	100.00	10,000.00
48	DISPOSAL	hr.	100	100.00	10,000.00
49	PERMITS	hr.	100	100.00	10,000.00
50	INSURANCE	hr.	100	100.00	10,000.00
51	LIABILITY	hr.	100	100.00	10,000.00
52	PROPERTY	hr.	100	100.00	10,000.00
53	GENERAL	hr.	100	100.00	10,000.00
54	SAFETY	hr.	100	100.00	10,000.00
55	SECURITY	hr.	100	100.00	10,000.00
56	TRAINING	hr.	100	100.00	10,000.00
57	OPERATIONS	hr.	100	100.00	10,000.00
58	MAINTENANCE	hr.	100	100.00	10,000.00
59	REPAIRS	hr.	100	100.00	10,000.00
60	REPLACEMENT	hr.	100	100.00	10,000.00
61	RENOVATION	hr.	100	100.00	10,000.00
62	DEMOLITION	hr.	100	100.00	10,000.00
63	DISPOSAL	hr.	100	100.00	10,000.00
64	PERMITS	hr.	100	100.00	10,000.00
65	INSURANCE	hr.	100	100.00	10,000.00
66	LIABILITY	hr.	100	100.00	10,000.00
67	PROPERTY	hr.	100	100.00	10,000.00
68	GENERAL	hr.	100	100.00	10,000.00
69	SAFETY	hr.	100	100.00	10,000.00
70	SECURITY	hr.	100	100.00	10,000.00
71	TRAINING	hr.	100	100.00	10,000.00
72	OPERATIONS	hr.	100	100.00	10,000.00
73	MAINTENANCE	hr.	100	100.00	10,000.00
74	REPAIRS	hr.	100	100.00	10,000.00
75	REPLACEMENT	hr.	100	100.00	10,000.00
76	RENOVATION	hr.	100	100.00	10,000.00
77	DEMOLITION	hr.	100	100.00	10,000.00
78	DISPOSAL	hr.	100	100.00	10,000.00
79	PERMITS	hr.	100	100.00	10,000.00
80	INSURANCE	hr.	100	100.00	10,000.00
81	LIABILITY	hr.	100	100.00	10,000.00
82	PROPERTY	hr.	100	100.00	10,000.00
83	GENERAL	hr.	100	100.00	10,000.00
84	SAFETY	hr.	100	100.00	10,000.00
85	SECURITY	hr.	100	100.00	10,000.00
86	TRAINING	hr.	100	100.00	10,000.00
87	OPERATIONS	hr.	100	100.00	10,000.00
88	MAINTENANCE	hr.	100	100.00	10,000.00
89	REPAIRS	hr.	100	100.00	10,000.00
90	REPLACEMENT	hr.	100	100.00	10,000.00
91	RENOVATION	hr.	100	100.00	10,000.00
92	DEMOLITION	hr.	100	100.00	10,000.00
93	DISPOSAL	hr.	100	100.00	10,000.00
94	PERMITS	hr.	100	100.00	10,000.00
95	INSURANCE	hr.	100	100.00	10,000.00
96	LIABILITY	hr.	100	100.00	10,000.00
97	PROPERTY	hr.	100	100.00	10,000.00
98	GENERAL	hr.	100	100.00	10,000.00
99	SAFETY	hr.	100	100.00	10,000.00
100	SECURITY	hr.	100	100.00	10,000.00



**RFP# 01-16/17**

**Food & Beverage Operation Services**

# MIAMI SPRINGS COUNTRY CLUB, LLC

November 28, 2016

City of Miami Springs  
ATTN: Tammy Romero, ACM  
201 Westward Drive  
Miami Springs, FL 33166

RE: RFP# 01-16/17 Food & Beverage Operation Services

Dear Ms. Romero,

Thank you for the opportunity to respond to the City of Miami Springs RFP# 01-16/17 Food & Beverage Operation Services. Enclosed is our response which includes general information on Miami Springs Country Club, LLC and the parent company The Suco Group, Inc.

Miami Springs Country Club, LLC is uniquely positioned to perform the services outlined in the RFP.

Thank you again for your consideration of Miami Springs Country Club, LLC as the food & beverage provider at the Miami Springs Golf & Country Club. We look forward to hearing from you soon.

Sincerely,

  
Miami Springs Country Club, LLC

Fernando J. Suco  
Manager

211 Deer Run  
Miami Springs, FL 33166  
P (305) 903-1601 F (305) 889-1812  
SPRINGSCOUNTRYCLUB@AOL.COM

# EXPERIENCE

## EXPERIENCE

Miami Springs Country Club, LLC is owned by The Suco Group, Inc. Fernando Suco is the sole shareholder of The Suco Group, Inc. The Suco Group, Inc has owned Woodys West End Tavern Since July 20, 2010. The Suco Group, Inc. is the owner of Woodys West End Tavern a family oriented sports restaurant beginning operations in 2010.

Since 2010 Woodys West End Tavern has consistently grown in sales with sales topping the 1.5 million dollar in 2015. Mr. Suco has lived in Miami Springs since 1992. Mr Suco has been involved in the community since 1991 as a member and 5 time president of the Miami Springs Historical Society. During the six years of operations and previously.

The Suco Group has assisted and donated or sponsored thousands of dollars to groups as follows;

Miami Springs Lions Club  
Miami Springs Historical Society  
Virginia Gardens Miami Springs Soccer  
Springview Elementary School  
Miami Springs High School  
City of Miami Springs  
Miami Springs Optimist  
City of Miami Springs Police Department  
Hialeah/Miami Springs Rotary  
All Angels Episcopal Church  
Poinciana United Methodist Church  
Blessed Trinity Catholic Church

With experience at operating a successful established local restaurant, Mr. Suco would be able to provide improved service along with food and beverage immediately at the Miami Springs Golf & Country Club.

**REQUEST FOR PROPOSAL # 01-16/17**

**Request For Proposals (RFP)  
to Provide Food & Beverage (F & B) Operation Services**

**at**

**Miami Springs Golf and Country Club**

**Owned by: City of Miami Springs**

# CITY OF MIAMI SPRINGS



Purchasing Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305)805-5035  
Fax: (305)805-5040  
[romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov)

Tammy Romero

ACM

## **LEGAL NOTICE** **REQUEST FOR PROPOSAL # 01-16/17**

### **Food & Beverage (F&B) Operation Services**

Sealed Proposals for providing **Food & Beverage (F & B) Operation Services** will be received until **2:30 P.M. on the December 1<sup>st</sup>, 2016**, by the City of Miami Springs via the City Clerk, on the 2<sup>nd</sup> floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166.

Proposals will then be transferred to the Council Chambers, at time, date, and place noted above, and proposals will be publicly opened. Any proposals received after time and date specified will not be considered and returned to the proposer unopened.

A **Mandatory Site Visit and Pre-Bid Conference** will be held on **November 1st, 2016 at 9:30 AM**. RFP responders are to meet at **Miami Springs Golf & Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Mandatory** pre-bid conference will be held at the **City of Miami Springs, Council Chambers, 2<sup>nd</sup> floor**, 201 Westward Drive, Miami Springs, Fl. 33166 where any technical questions will be answered.

**Deadline to request any additional information/clarification will be November 4<sup>th</sup>, 2016.**

This Request for Proposal (RFP) is available upon written request to Tammy Romero at [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov). All requests must be accompanied by name, address, phone and fax number.

The City of Miami Springs reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Proposal including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise competent, and submits the lowest responsive and responsible Response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

**CITY OF MIAMI SPRINGS**



## GENERAL CONDITIONS AND INSTRUCTIONS

### ACCEPTANCE OR REJECTION OF PROPOSALS

The City of Miami Springs reserves the right to waive irregularities or technicalities in proposals or to reject all proposals or any part of any proposal.

### ADDITIONAL INFORMATION

Each proposer shall examine all parts of the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. The City of Miami Springs shall not be responsible for oral interpretations given by any city employee, representative, or others. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City of Miami Springs or the compensation to the proposer. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to:

Tammy Romero  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Telephone: (305) 805-5035  
Facsimile: (305) 805-5040

The proposal title and number should be referenced on all correspondence. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. If

any amendments are issued to this Request for Proposal, the City will attempt to notify all prospective proposers who have secured same; however, it shall be the responsibility of each proposer, prior to submitting their proposal, to contact the City of Miami Springs to determine if an amendment was issued and make such amendment a part of their proposal.

PROPOSAL SUBMISSION One (1) original and one (1) electronic copy of this entire document as well as any other pertinent documents should be returned in order for the proposal to be considered for award. Proposals shall be submitted to the Purchasing Agent properly signed in ink, notarized, and submitted in a sealed envelope on which shall be shown the name of the proposer, proposal opening date, and name and proposal number of the Proposal.

By submitting a proposal, the proposer declares that he understands and agrees that this bid proposal, specifications, provisions, terms and conditions of same, shall become a valid contract between the City of Miami Springs and the undersigned upon notice of award of contract in writing and/or issuance of Purchase Order by the City of Miami Springs.

ASSIGNMENT The successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

PROPOSER CERTIFICATION Submission of a signed proposal is proposer's certification that the proposer will accept any awards made to him as a



result of said submission at the prices and terms contained therein.

PROPOSAL TABULATIONS Proposers desiring a copy of the proposal tabulation may request same by enclosing a self-addressed stamped envelope with their proposal.

PROPOSAL WITHDRAWAL No proposal can be withdrawn after it is filed unless the proposer makes his request in writing to the City prior to the time set for the opening of proposals, or unless the City fails to accept it within ninety (90) days after the date fixed for opening proposals.

PROPOSER RESPONSIBILITY Before submitting the proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the City that the proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful proposer from his obligation to comply in every detail with all provisions and requirements of the contract documents.

DEFAULT Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a proposal before such award is made, may result in forfeiture of that portion of any proposal surety required equal to liquidated damages incurred by the City. Where surety is not required, failure to execute a contract as described above may be grounds for removing the proposer from the proposer's list.

DELIVERY All service, materials, and/or equipment are purchased F.O.B. point of delivery in Miami Springs. The successful proposer must prepay all transportation charges to designated point of delivery in Miami Springs. Collect or Freight Due shipments will be refused.

EXCEPTIONS TO SPECIFICATIONS Proposers taking exception to any part or section

of these specifications shall indicate such exceptions on their proposal and prove to the satisfaction of the City that said item is equal to, or better than, the product specified. Proposals for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, proposer **MUST** attach to the specification documents on Company letterhead a statement identifying, but not limited to, the manufacturer, brand name, make, model and/or Catalog Number(s) of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The proposer must indicate any variances to the specification document no matter how insignificant.

The City of Miami Springs reserves the right to approve as an equal, or to reject as not being an equal, any article the proposer proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.

Notwithstanding the foregoing, the City reserves the right to prohibit, in advance, any consideration of "or equal" submittals prior to the dissemination of any bid/RFP specifications.

Proposers **MUST** submit any cost-saving/value-added alternate proposal pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the proposal pricing as specified, allowing for clear evaluation and value-analysis by the City.

EXPENSES INCURRED IN PREPARING PROPOSAL  
The City accepts no responsibility for any expenses incurred in the proposal's



preparation, and presentation; such expenses are to be borne exclusively by the proposer.

INDEMNIFICATION The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by Proposer or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's Officials, agents and employees; the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

INSURANCE Proposer shall furnish evidence of insurance to the Procurement and Purchasing Department. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The City of Miami Springs shall be listed as an "Additional Insured". Issuance of a purchase order is contingent upon the proper insurance documents. All insurance shall be maintained until work has been completed and accepted by the City.

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.

Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength. The company must be rated no less than "B" as to management and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Finance Director.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of the work. These policies described above, and any certificates shall specifically name the City of Miami Springs as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the City of Miami Springs.

Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

INSPECTION All articles, materials, and supplies purchased are subject to inspection on arrival at destination. The City of Miami Springs reserves the right to return for full credit at the risk and expense of the successful proposer, all or part of the articles, materials, or supplies furnished contrary to specifications and instructions.

LATE PROPOSAL REJECTION The City of Miami Springs is not responsible for the



delivery of any bid proposal. All bid proposals received by the Purchasing Agent after the time stated in the Request for Proposal, shall be returned unopened and will not be considered for award.

LAWS AND REGULATIONS It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. Non-compliance with all federal state and local orders and laws may be considered grounds for termination of contract(s).

LICENSES AND REGISTRATIONS The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Dade County, the City of Miami Springs, or the State of Florida. Every vendor submitting a proposal on this Request for Proposal should include a copy of the company's occupational license or a written statement on letterhead indicating the reason no license exists. Miami Springs, Florida-based businesses are required to purchase an Occupational License to conduct business within the City. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Miami Springs, may also be required to obtain such a license by their own local government entity or by Miami Springs. For information specific to Miami Springs occupational licenses call (305) 805-5030.

METHOD OF AWARD The City of Miami Springs reserves the right to make the award on a total or package basis or on a unit basis, whichever is deemed in the best interests of the City.

PATENTS AND ROYALTIES The proposer, without exception, shall indemnify and save harmless the City of Miami Springs, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article

manufactured or used in the performance of the contract, including its use by the City of Miami Springs, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is agreed that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

QUALIFICATION OF PROPOSERS Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Miami Springs that he has the necessary facilities, ability, and financial resources, to furnish the service/product as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the City to satisfy itself as to the proposer's qualifications. Failure to qualify according to the foregoing requirements may justify the City in rejecting his proposal.

PUBLIC ENTITY CRIMES A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of 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 excess of 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.

RELATION OF CITY It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally

responsible for any negligence on the part of said successful proposer, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

TAXES The City of Miami Springs is exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Tax Certificate Number is 85-8012621640C-5.

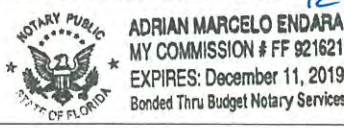




City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166-5259

**REQUEST FOR PROPOSAL #01-16/17 to Provide Food & Beverage Operation  
Services at Miami Springs Golf and Country Club**

Bids to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166  
at 2:30 P.M. on Thursday, December 1st, 2016

Vendor Name: <b>MIAMI SPRINGS COUNTRY CLUB, LLC</b>	Federal Identification or Social Security Number: <b>PENDING IRS</b>
Vendor Mailing Address: <b>211 DEER RUN MIAMI SPRINGS, FL. 33166</b>	Payment Terms: Bi-Weekly  The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card). Do you accept this form of payment: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City - State - Zip Code: <b>MIAMI SPRINGS, FL. 33166</b>	Delivery in Days After Receipt of Purchase Order:
(Area Code) Telephone Number: <b>(305) 903-1627</b>	(Area Code) Facsimile Number: <b>(305) 889-1812</b>
E-Mail Address: <b>SPRINGS COUNTRY CLUB @ AOL.COM</b>	Initial appropriate box to acknowledge amendment(s), if necessary: <input checked="" type="checkbox"/> Amendment #1 <input type="checkbox"/> Amendment #2 <input type="checkbox"/> Amendment #3
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign for, and commit, the vendor.	Authorized Signature (Manual) <b>Fernando J. Sulo</b> Authorized Signature (Typed or Printed Title) <b>FERNANDO J. SULO, MANAGING PARTNER</b>
STATE OF: <u>Florida</u> COUNTY OF: <u>Miami-Dade</u> BEFORE ME, the undersigned authority, this document was acknowledged by <u>Fernando J. Sulo</u> who: <input type="checkbox"/> is personally known to me, or <input checked="" type="checkbox"/> produced identification <u>Florida license</u> who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed.  SWORN TO AND SUBSCRIBED before me this <u>30</u> day of <u>November</u> , 2016. MY COMMISSION EXPIRES: <u>12/11/2019</u>  NOTARY PUBLIC, State of Florida At Large <u>Adrian Marcelo Endara</u> Printed Name	

## STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5040 or mail the form to:

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

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

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

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

Do you desire future solicitations? ☐ Yes ☐ No

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_



## SPECIAL CONDITIONS

### **TERM OF AGREEMENT**

The term of the agreement shall commence on January 9th, 2017, (the "Commencement Date") and shall extend for a period of five (5) years thereafter (the "Term") unless sooner terminated pursuant to the provisions of the agreement.

**TERMINATION OF CONTRACT** The City of Miami Springs reserves the right to terminate this contract if the successful bidder fails to perform satisfactorily in all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of such termination, the City additionally reserves the right to make the award for the balance of the contract period to the next higher bidder.

**EVALUATION OF BIDS** Bid evaluation will be based on (Refer to Criteria for Award below):

- Operational Plan/ Business Plan
- Experience/Qualifications
- Revenue Proposal to the City

**FAILURE TO COMPLY** Any failure on the part of a responder to provide the documentation set forth in the bid specifications could, in and of itself, constitute a determination that the proposal is non-responsive and therefore disqualified.

### **BIDDERS STANDARD CHECKLIST:**

Did you remember to include/complete the following?

- ☒ 1 Original and 1 electronic copy of bid submittal
- ☒ Proof of current insurances
- ☒ Sign for Amendment receipts

Although the foregoing is intended to provide a complete list of all bid requirements and submittals, the City's failure to include any bid requirements or submittals therein, shall not constitute a waiver of any Bid/RFP requirements for any proposer.



# REQUEST FOR PROPOSAL

## I. Purpose:

The City of Miami Springs is seeking proposals for providing Food & Beverage Operation services at the City of Miami Springs Golf and Country Club located at 650 Curtiss Parkway, Miami Springs, Fl. 33166. An aerial Google map of the course, photographs and plan/layout of the Golf and Country Club is attached as Exhibit "A" to this Request for Proposal (RFP). The City desires that all those submitting proposals ("F & B Operators") possess the experience and qualifications necessary to provide quality products and services at affordable prices to the golfers and visitors of the Golf and Country Club.

## II. Background:

The City of Miami Springs Golf Course is a 183-acre, 18-hole golf course, which includes a driving range and practice putting green; a country club area containing a pro-shop and restaurant and banquet facilities, and a full-service bar and catering kitchen. The golf course opened in September 1923 and hosted approximately 26,078 rounds of golf in fiscal year 2014/2015 and 28,763 rounds in fiscal year 2015/2016. The golf course is located near the Miami International Airport and major hotels. The Food & Beverage Operation service is located in the golf course country club.

## III. Service Area:

The Food & Beverage Operations area also known as the "Country Club" is approximately 10,000 square feet and includes the areas as follows (Rooms and capacity):

- "Grill" Room - capacity of 88 people also includes:
  - Full-service bar
  - Kitchen (110 sq. ft.)
  - "Curtiss" Room (private dining /meeting area)
- "Majestic" Room (restaurant/banquet) - capacity of 150 people
- "Dynasty" Room (restaurant/banquet) - capacity of 210 people
- Catering Kitchen (1,500 sq. ft.)
- Uncovered Patio (800 sq. ft)

**Note:** square footages provided are approximations only.

## IV. Request for Proposal Information:

### 1. Request Documentation and information:

This Request for Proposal (RFP) is available by electronic copy upon written request to Tammy Romero at [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov). All requests must include company name, address, and contact information including name, phone and email.

All inquiries suggestions or requests concerning interpretation, clarification or additional information pertaining to this RFP must be requested in writing via letter, fax or e-mail **no later than 5:00PM on November 4th, 2016** to:

Tammy Romero, ACM  
201 Westward Drive  
Miami Springs, Fl. 33166  
Phone: 305-805-5035  
Fax: 305-805-5040  
E-mail: [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov)

2. **A Mandatory Site Visit and Pre-Bid Conference** will be held on **November 1st, 2016 at 9:30 AM**. RFP responders are to meet at **Miami Springs Golf & Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Mandatory** pre-bid conference will be held at the **City of Miami Springs, Council Chambers, 2<sup>nd</sup> Floor**, 201 Westward Drive, Miami Springs, Fl. 33166 where any technical questions will be answered.
3. **RFP Response:** One (1) original and one (1) electronic copy on CD or USB of this entire document as well as any other pertinent documents must be returned in order for the proposal to be considered for award. Proposals must be received on or before **2:30p.m. on Thursday, December 1st, 2016**, in a sealed and labeled envelope (package) and shall be delivered to:

City Clerk's Office  
2nd floor  
City of Miami Springs  
201 Westward Drive  
Miami Springs, Fl. 33166

Responses must be clearly marked on the outside of the package with a label as follows:

RFP# 01-16/17  
Food & Beverage Operation Services

The City will not be responsible for the premature opening of or failure to open a proposal not properly identified. If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

Proposals, including those sent by mail, must be received and delivered to the designated location (listed above) prior to the time and date for receipt of proposals indicated above, or any extension thereof made by Addendum. Proposals received after the time and date for receipt of proposals will be returned unopened.

Each RFP Responder shall assume full responsibility for timely delivery at the location designated for receipt of proposals. Oral, telephonic, faxed or e-mailed Proposals are invalid and will not receive consideration.

4. **"Cone of Silence":**

RFP Responders are advised that from the date of release of this RFP until the recommendation of an award of the contract is made to Council, no contact with City staff related to this RFP is permitted, except as authorized by the Contact Person and/or in conjunction with scheduled Responder's activities. Any such unauthorized contact shall not be used as a basis for responding to this RFP. All parties that have attended the pre-bid conference will be advised of any changes to this RFP by way of Amendment. All parties who submit proposals will receive notification by U.S. Mail, via facsimile, or e-mail of the proposal that is recommended for selection, such recommendation may be viewed at <http://www.miamisprings-fl.gov/meetings>.

**5. Lobbying:**

RFP Responders are advised that the City of Miami Springs prohibits any responder or anyone representing any responder from communicating with any Council member, or City staff, regarding its proposal (i.e., a "Cone of Silence"). The "Cone of Silence" is in effect as of the date the RFP is advertised until a recommendation for award is made to the Council, staff rejects all proposals, or otherwise takes action which ends the solicitation process. The exceptions to the "Cone of Silence" specifically include contract negotiations during any public meeting, contract negotiations between any City employee and the intended awardee, public presentations made to the Council or any written correspondence at any time with any City Council or City staff, unless asking questions, providing answers and amendments to the RFP as exceptions to the "Cone of Silence" specifically prohibited by the applicable competitive solicitation process.

**6. Projected Timeline:** (Dates are subject to change)

Advertise Request for Proposal	<b>October 20th, 2016</b>
<b>Mandatory Site Visit/ Pre-Bid Meeting</b>	<b>November 1st, 2016</b>
Clarification deadline	<b>November 4th, 2016</b>
Amendment (pending complexity)	<b>November 8th, 2016</b>
Bid Opening	<b>December 1st, 2016</b>
Recommendation of Award to City Manager and Council	<b>December 12th, 2016</b>
Pre-Services Meeting	<b>December 19-30, 2016</b>
Contract Start Date	<b>January 9th, 2017</b>
Contract End Date	<b>January 10th, 2022</b>

**V. Insurance Requirements:**

Each RFP responder must furnish evidence of insurance with submittal of this Proposal. Prior to execution of the contract, the City of Miami Springs must be listed as an "Additional Insured" (see General Conditions and Instructions).

Each RFP responder shall, at its sole expense, maintain in full force and effect at all times during the life of the agreement, insurance coverage's and limits (including endorsements), as described herein. Each policy shall provide the City with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Any RFP Responder are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by any RFP responder under the Agreement.

**VI. Bid Bond**

Not applicable

**VII. Local Business**

No local preference will be given unless in the event of a tie.

**VIII. Criteria for Award:** Proposals shall be evaluated on the following three criteria/categories: (1) Operational Plan/Business Plan, (2) Experience/Qualifications, (3) Revenue Proposal.



1. **Operational Plan/Business Plan (30 points)**  
A maximum of 30 points may be assigned to this category with the most points being given to the proposal that indicates the best operational plan/business plan as determined by the Procurement Department.
2. **Experience/Qualifications (25 points)**  
A maximum of 25 points may be assigned to this category with the most points being given to the proposal exhibiting the most relevant experience and best F & B Operator qualifications as determined by the Procurement Department.
3. **Revenue Proposal (45 points)**  
A maximum of 45 points may be assigned to this category with the most points being given to the proposal which indicates the largest rental revenue income to the City. The highest amount of proposed rent may receive the maximum 45 points. Each other proposal shall receive a proportionate reduction in points based on the rent proposed from highest to lowest amount proposed.

**IX. Council Review and Determination:**

1. Procurement Department reviews, evaluates, and ranks proposals received.
2. Rankings, supporting documents & a staff recommendation are then presented to the City Council.
3. City Council can:
  - a) award based upon staff recommendation
  - b) Request presentations by any number of the ranked proposers before making an award of the RFP.
  - c) Ask staff to re-evaluate proposals based upon City Council discussions.
  - d) Reject all proposals.



**SCOPE OF SERVICE**  
**FOOD & BEVERAGE (F & B) Operator**

**I. Required Operations:**

The F & B Operator will maintain full and complete control of the usages, functions and events to be assigned in the Food & Beverage Operations area ("Country Club").

F & B Operator understands and agrees that the "Grill" and "Curtiss" rooms are to be primarily reserved for the support of the golf operations, citizens' needs and accommodations, and meetings and events of local civic groups and organizations. The remaining rooms ("Majestic" and "Dynasty") may be used in a manner that best serves the needs of the F & B Operator. However, the intended use of these rooms shall be explained in detail within the F & B Operators response within the Operational Plan/Business Plan.

Furthermore, it is understood that the City shall have the unlimited right to utilize catering services from outside vendors for specific golf tournaments and/or City sponsored events.

The F & B Operator acknowledges, by responding to this RFP, the importance of cooperating with the Golf Departments staff in regards to providing required parking for all golfers and golf functions. The F & B Operator shall be responsible to determine and assign appropriate parking arrangements to accommodate all food & beverage functions that may conflict with the existing needs of the golfers and golf functions.

The F & B Operator agrees to provide, at minimum, the following Food & Beverage Operational Services at the Country Club facility:

- Catering for Golf Tournaments (utilizing at least three (3) fixed menus) when requested.
- Catering for local civic groups and organizations (daytime lunch meetings conducted on a regular basis)
- Provide a dedicated monitored phone in the "Grill" room (notification sign of service to be provided near the 7th hole), so that food orders can be ordered in advance for pick-up or dine-in by golfers while playing.
- Establish a "Golfer Fare" menu to be distributed on or with score cards (such as cold & hot sandwich items, hot dogs, burgers, salads, wraps and snacks) that can be quickly prepared for easy pick-up to allow continuous play.
- Provide early morning coffee services and pre-packaged baked goods for golfers.
- Room rental charges and/or corkage charges (for charitable events/Golf Tournaments in which food is donated).
- Grill and Bar Services in the "Grill" and "Curtiss" rooms (to support the daily needs and requirements of golfers, citizens and local groups and organizations)
- Provide beverages, including beer, wine and liquor to the golfers and visitors to the Country Club on a daily basis, which in the past have been typically served in the ""Grill" room" area.
- The sale of liquor under the Food & Beverage operation services shall be limited to the Country Club area only. The F & B Operator shall have the option to use the City's current liquor license as required to sell beer, wine and liquor.
- City shall have the use of the facility for organized golf tournaments and other events. City reserves the right to host unlimited golf tournaments and up to ten (10) events/programs sponsored or operated by the City each year where the organizer of the tournament/event/program may bring in donated or purchased food & beverage items from an

outside source for distribution to the event participants and for which the City shall not be charged for the use of the facility. The City shall provide written notice to F & B Operator at least 30 days in advance (for the cost free use of one room only) of such scheduled tournaments/events where food & beverage will be provided by the organizer.

- F & B Operator shall notify the City of Miami Springs, in writing at least ten (10) business days in advance if special activities are planned; however, permission to allow special activities will be granted or denied at the City's sole and absolute discretion.
- Catering for golf tournaments and other events.

F & B Operator shall coordinate and cooperate with the City regarding special events and activities conducted within the City and shall, upon request from the City, suspend operation of the food & beverage services when such events warrant the suspension of the operation of the food & beverage as determined by the City of Miami Springs.

The F & B Operator must purchase, provide and install whatever new equipment, appliances, furnishings, materials, and supplies, will be required in order to fulfill the F & B Operator's responsibilities including, but not limited to fuel, power, water, and essential communications.

F & B Operator shall pay to the City Annual Rent during the term of the agreement in equal monthly installments, together with all applicable sales taxes thereon, on the first day of each month, in advance, without any prior demand therefore or any deduction, holdback or setoff whatsoever.

The initial monthly installment of Annual Rent shall be due within fifteen (15) days after the Commencement Date. Any Annual Rent payment hereunder for any fractional month shall be calculated and paid on a per diem basis using a 30-day month.

On each anniversary date of the Commencement Date of the Agreement or any extension thereof, the Annual Rent shall be adjusted based on the F & B Operators RFP response for years two through five.

Annual Rent shall be made payable to the City of Miami Springs and shall be delivered to the City of Miami Springs, Attn: William Alonso, City Manager/ Finance Director, 201 Westward Drive, Miami Springs, FL 33166.

F & B Operator shall not use, nor permit, the use, of the Food & Beverage Operation at the Miami Springs Golf & Country Club for any other use, business, or purpose whatsoever without the prior written consent of City, which consent may be granted or withheld in City's sole discretion.

F & B Operator shall not prohibit or hinder City personnel or any law enforcement officers from performing their official duties.

F & B Operator shall not commit or permit any reckless or dangerous conduct on the premises of the Miami Springs Golf & Country Club at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

F & B Operator shall operate its business on the premises of the Miami Springs Golf & Country Club during the Term of the agreement with due diligence and efficiency and in a manner prudent and in accord with generally accepted business practices within the locale for F & B Operator's business. It



is the specific requirement of this RFP that the Food & Beverage Operation services be offered in a manner that is supportive of the golf operations, beneficial to the citizens of the community, and an enhancement of the reputation of the Miami Springs Golf and Country Club.

F & B Operator will control and maintain the "Master Booking Calendar" for the facility and the activities to be conducted therein. All golf, citizen and local civic group and organization events are subject to the scheduling discretion of the F & B Operator, who agrees to be reasonable, cooperative and supportive of all groups and the booking of their events.

Additionally, the F & B Operator, by its submittal of a response to this RFP, acknowledges and understands the vital nature of the golf operation at the Country Club to the City and its finances and warrants that it will fully support, and cooperate with, the City and its golf department in the coordination of the scheduling of events and the services to be provided at all golf related events.

F & B Operator shall operate the food & beverage services seven (7) days a week, year round, according to the following schedules:

- Grill: Monday - Friday 9:00a.m. to 7:00p.m.
- Kitchen: Monday - Friday 9:00a.m. to 9:00p.m.;  
Saturday - 8:00a.m. to 7:00p.m.; and  
Sunday - 8:00a.m. to 7:00p.m.
- Bar: Monday - Friday 9:00a.m. to 9:00p.m.;  
Saturday - 8:00a.m. to 9:00p.m.; and  
Sunday - 8:00a.m. to 7:00p.m.

F & B Operator shall not implement any changes in the aforesaid required times of operation unless written approval has been received from the City of Miami Springs, which approval may be granted or withheld in its sole and absolute discretion.

City may, at its sole discretion, include F & B Operator's food & beverage services as part of golf packages sold by City for tournaments, leagues, and special events. City shall coordinate with F & B Operator regarding the selection, quantity, and dates needed. City shall collect the payments for any food & beverages included in the golf packages, and then pay the F & B Operator for its participation upon receipt of an invoice from F & B Operator. City shall process the payment through its Finance Department.

F & B Operator shall maintain customer service as a top priority and shall employ a sufficient number of qualified staff to properly operate the food & beverage services at the Miami Springs Golf & Country Club. F & B Operator shall provide employees who are professional, friendly, well-dressed, and courteous to the golfers and general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to the City.

F & B Operator and staff shall wear a uniform, logoed shirt that includes a collar and sleeves and professional looking solid pants or shorts (no cut-off shorts or jeans) which, in the sole determination of the City, clearly distinguishes a Food & Beverage employee.



F & B Operator shall be responsible for training all food & beverage staff concerning the customer service philosophies of City of Miami Springs.

The F & B Operator shall also maintain a good working relationship with the City Golf Department management and maintenance staff.

Use of profanity, alcohol, and illegal substances by F & B Operator, staff, subcontractors and agents is strictly prohibited.

F & B Operator shall appoint a responsible person to be a member of the Golf Facility Management Team which is currently scheduled to meet on a weekly basis. The F & B Operator's representative shall be someone who has the authority to make operational decisions on behalf of the F & B Operator.

F & B Operator shall provide telephone and/or cellular phone service at the Miami Springs Golf & Country Club facility during all hours of operation for emergency calls and to ensure accessibility by the public for general questions, schedules, etc.

F & B Operator shall, at its own expense, obtain, maintain, and comply with all required certifications, licenses, training, and permits necessary to operate the facility, including a liquor license that permits F & B Operator to sell beer, wine and liquor (if F & B Operator does not desire to use the City's liquor license) for consumption within the Miami Springs Golf & Country Club facility. The sale of liquor shall be limited to the Country Club Food & Beverage Operation only. Proof of licensure and proper insurance coverages shall be required prior to the Commencement Date, and provided to the City of Miami Springs. F & B Operator shall conduct operations in such a manner as to meet all applicable health and food standards and codes.

F & B Operator shall provide, at no charge to the customer or City, 16 oz. to 20 oz. paper cups for ice and water.

F & B Operator shall conduct its operations and activities in a safe manner and comply with all safety and health regulations and standards imposed by Governmental Regulations, and shall ensure that all operation employees do the same. F & B Operator agrees that neither they, nor employees or any person working for or on behalf of F & B Operator, shall require any personnel engaged in the performance of F & B Operator's operations to work in surroundings or under working conditions which are unsanitary, unsafe, hazardous or dangerous to his or her health or safety as determined by Governmental Regulations.

For payment of any customer charges, F & B Operator shall accept a minimum of two (2) of the following credit cards: Visa, MasterCard or American Express.

F & B Operator shall not conduct special events or promotions of any kind within the Golf and Country Club unless prior written approval by the City of Miami Springs has been provided.

F & B Operator shall perform a background check on each employee prior to the employee beginning work. F & B Operator shall forward a copy of each background check to the City of Miami Springs for review prior to the employee commencing work. City reserves the right to disallow employment of any candidate or employee whose background check reveals one or more disqualifying offenses. A list of potential disqualifying offenses is available from the City of Miami Springs upon request. F & B Operator shall notify the City of Miami Springs of any disqualifying

offense it has knowledge of as to any of its employees during the term of the agreement and F & B Operator shall immediately terminate employment of any and all employees whom F & B Operator discovers have committed a disqualifying offense.

F & B services may, with the approval of the City representative, suspend operation of the food & beverage whenever the Golf and Country Club is closed due to severe storms or maintenance/construction. Reasonable effort shall be made to reopen the Golf and Country Club in a timely manner following the inclement weather or maintenance, and construction. If the closure is for an extended period of time (greater than seven (7) consecutive days), City shall prorate the monthly payment of Annual Rent.

## **II. Rules and Regulations Applicable to Food & Beverage Operation at Golf & Country Club**

F & B Operator's failure to keep and observe the following rules and regulations shall constitute a default under the terms and conditions of the agreement with the City. In addition, City reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the F & B Operator. F & B Operator agrees to comply with all additional and supplemental rules and regulations upon notice of same from City.

1. The sidewalks, entrances and passages surrounding the Food & Beverage Operation premises shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Food & Beverage Operation premises of the F & B Operator or occupant.
2. No awnings or other projections shall be attached to the outside walls or windows of the Food & Beverage Operation premises unless approved by the City.
3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Food & Beverage Operation premises.
4. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. F & B Operator shall not bring or keep, or permit to be brought or kept, any inflammable, combustible or explosive fluid, material, chemical or substance in or about the Food & Beverage Operation premises.
5. No animals (except for guide dogs, service dogs, or companion dogs) of any kind shall be brought into or kept in or about the Food & Beverage Operation premises. F & B Operator shall not cause or permit any unusual or objectionable odors to emanate from the Food & Beverage Operation premises.
6. No space in the Food & Beverage Operation premises shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior consent of the City.
7. F & B Operator shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with visitors of the Golf and Country Club, whether by the use of any musical instrument, radio, television set, or other audio device, musical noise, whistling, singing, or in any other way.



8. F & B Operator shall provide the City Police Department with copies of any keys and codes for any locks or bolts of any kind placed upon any of the doors or windows. In addition, any alarm codes shall be provided to the City Police Department. F & B Operator must, upon the termination of its tenancy, restore or return to the City all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by F & B Operator.

9. The City shall have the right to prohibit any advertising in or around the Golf and Country Club by the F & B Operator or any other party which, in the City's opinion, tends to impair the reputation or desirability of the Golf and Country Club, and upon notice from the City, the F & B Operator or the other party shall refrain from or discontinue such advertising.

10. F & B Operator, before closing and leaving the Country Club Food & Beverage Operation premises, shall ensure that all doors are locked and all windows are closed.

11. The Country Club Food & Beverage Operation shall not be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.

### **III. Food & Beverage Operator Maintenance**

F & B Operator shall protect the City's capital investment in the Miami Springs Golf & Country Club facility through the exercise of a high standard of maintenance. Proper maintenance shall include, but not be limited to, providing adequate custodial (janitorial) services, interior maintenance and repair, garbage and trash disposal, pest control, keeping the patio area clear of debris and stains, and maintenance of fixtures.

F & B Operator shall, at a minimum, perform the following maintenance on a regular and ongoing basis:

- a) clean interior and exterior walls, windows, doors, and surfaces;
- b) clean ceiling, floors, furnishings, lights, light bulbs, tubes, and Food & Beverage equipment as is customary for a similar quality Food & Beverage found in a public recreation facility in City of Miami Springs;
- c) keep patio furniture areas clean and free of stains. F & B Operator shall maintain the Food & Beverage Operation and all areas within 75 feet of the Food & Beverage Operation areas in a safe, clean, sanitary condition free of litter, refuse, and debris.
- d) F & B Operator shall provide adequate refuse containers in the Food & Beverage Operation areas and shall regularly service all trash cans, including Country Club trash cans, located within the Food & Beverage Operation areas. The trash cans shall be emptied into the F & B Operator provided dumpster on a regular basis in order to prevent the trash cans from overflowing. The F & B Operator shall not use the trash cans located outside of their designated areas to handle refuse generated by their operations. All refuse generated by the F & B Operator shall be deposited directly into the F & B operator dumpster by Food & Beverage staff.
- e) F & B Operator, at its sole cost and expense, will keep the Food & Beverage Operation areas free of rodents, vermin and other pests.

- e) All furniture, fixtures, and equipment currently located on and in the Country Club may continue to be utilized by the successful F & B Operator, any maintenance and replacements of such items shall be at the sole cost and expense of the F & B Operator.
- f) Maintenance of all landscaping installed or provided by F & B Operator at the Country Club facility shall be the sole responsibility of the F & B Operator.

F & B Operator shall repair all damages to Food & Beverage Operation, areas and equipment caused by, resulting from, or in any way arising out of F & B Operator's operations or use of Food & Beverage Operation, Areas and Equipment whether such damage is caused by F & B Operator, its agents, or its invitees.

F & B Operator shall maintain and repair all equipment in the Miami Springs Golf and Country Club, areas or equipment. F & B Operator shall repaint, refurbish the facilities and replace furnishing and equipment as may be deemed necessary at the reasonable discretion of the City. The City of Miami Springs reserves the right to, periodically throughout the term of the agreement, inspect or cause to be inspected the Food & Beverage Operation areas and equipment, identify any maintenance or repair items and report, in writing, the nature of these items and recommend corrective action. F & B Operator shall promptly repair, replace, or repaint any damaged or defaced surfaces within seventy-two (72) hours of discovery or notification by the City. F & B Operator is to provide a proposed schedule of cleaning, maintenance and repair of facilities.

F & B Operator shall immediately notify City of any possible health, safety and/or security hazards that may exist within any area, including use by unauthorized parties, so corrective actions can be determined and implemented. In no event shall City be liable for damages or injuries arising from the failure to make repairs, nor shall City be liable for damages arising from defective workmanship or materials in making such repairs. City shall have no obligation to commence repairs until fifteen (15) days after the receipt by City of written notice of the need for repairs. F & B Operator waives the provision of any law, or any right to make repairs at City's expense.

#### **IV. City Responsibility For Operation Areas**

City agrees to repair and maintain in good order and condition, ordinary wear and tear excepted, the roof, roof drains, exterior walls, utility lines outside the Food & Beverage Operation areas (except for sewer lines clogged by grease or other F & B Operator-created problems), foundations and structural portions of the Miami Springs Golf and Country Club Building, and the air conditioning, heating, and plumbing systems, and fire suppression system serving the Food & Beverage Operation areas. There is excepted from the preceding covenant to repair and maintain, however: (i) repair, maintenance, or replacement of fixtures provided by F & B Operator; (ii) repair of damage caused by F & B Operator, its employees, agents, contractors, customers, licensees or invitees to the Food & Beverage Operation; (iii) maintenance, repair and replacement of any plumbing (including grease trap, if applicable), electrical, air conditioning/heating system or equipment inside the Food & Beverage Operation which, whether connected directly to the building's system or not, were installed by F & B Operator specifically to serve the Food & Beverage Operation; (iv) interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the Food & Beverage Operation; (v) glass cleaning; and (vi) janitorial services for the Food & Beverage Operation areas. City shall maintain the Golf Course Area, except for any damage caused by, resulting from, or in any way arising out of, F & B Operator's operation or use of the Food & Beverage Operation areas, whether such damage is



caused by F & B Operator, its agents, or its invitees. City shall maintenance all parking areas adjacent to the Country Club facility.

In the event of a threat of tropical disturbance, City shall close and secure the hurricane shutters provided for the Food & Beverage Operation areas. F & B Operator shall secure and/or remove its equipment at the direction of the City of Miami Springs. F & B Operator shall be responsible for any damage to its equipment or personal property. F & B Operator shall be liable to City for any damage caused to Golf and Country Club or any improvements due to the failure of F & B Operator to secure or remove any equipment belonging to F & B Operator prior to a storm event.

Except as previously provided in this Section, City shall not be obligated or required to make or conduct any other maintenance or repairs, and all other portions of the Food & Beverage Operation areas and equipment shall be kept in good repair and condition by F & B Operator, and at the end of the Term of the agreement, F & B Operator shall deliver the Food & Beverage Operation areas and equipment back to City in good repair and condition, reasonable wear and tear arising from F & B Operator's permitted use of the Food & Beverage Operation areas and equipment as specified herein excepted.

**V. Hazardous Substance**

F & B Operator shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in F & B Operator's operations, in the Food & Beverage Operation areas, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, F & B Operator shall not cause or permit the Disposal of Hazardous Materials upon the Food & Beverage Operation premises or upon adjacent lands and shall operate and occupy the Food & Beverage Operation in compliance with all Environmental Laws.

Any Disposal of a Hazardous Material, whether by F & B Operator or any third party, shall be reported to City immediately upon F & B Operator becoming aware of such Disposal. F & B Operator shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Food & Beverage Operation areas, or emanating therefrom onto adjacent lands, as a result of the use and occupancy of the Food & Beverage Operation areas by F & B Operator, or F & B Operator's agents, licensees, invitees, subcontractors, or employees.

**VI. Non-Discrimination**

F & B Operator shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, familial status, disability, or genetic information, with respect to any activity occurring in the Food & Beverage Operation provided by this RFP to the City. F & B Operator warrants that its service in the Food & Beverage Operation, on behalf of the City, shall be open to and benefit all visitors to the Golf and Country Club.

**VII. Security of Food & Beverage Operation**

F & B Operator acknowledges and accepts full responsibility for the security and protection of the Country Club Food & Beverage Operation and any inventory, equipment, or facilities now existing or hereafter placed on or installed in or upon the Country Club F & B Operator shall also assume full responsibility for the prevention of unauthorized access to the Country Club Food & Beverage Operation areas. F & B Operator expressly acknowledges that any security measures deemed necessary or desirable for protection of the Country Club Food & Beverage Operation shall be the sole



responsibility of F & B Operator and at no cost to City. In the event that F & B Operator chooses to install additional security systems and hardware, F & B Operator shall be required to provide the City of Miami Springs Police Department with continuous and unrestricted access to the Country Club Food & Beverage Operation areas. City may implement key, card or code control measures reasonably acceptable to F & B Operator to safeguard the keys, cards or code provided pursuant to this requirement.

Notwithstanding the above, F & B Operator shall notify the City of any incident resulting in loss of or damage to Food & Beverage Operation areas or breach of security whether or not such incident is reported to the City of Miami Springs Police Department. Non-emergency telephone for the Miami Springs Police Department is 305-887-9711. Notification of City shall be made by telephone call to the Golf Department Director no later than 24 hours after any such incident.

#### **VIII. Signage**

F & B Operator shall not place or permit to be placed or maintained on any exterior door, wall, window, fence, railing, dock, or tree of the Food & Beverage Operation and/or Golf and Country Club any sign, awning or canopy, without first obtaining City's written approval and consent, which consent may be withheld at City's sole discretion. Any such signs not approved shall be immediately removed at the sole cost and expense of F & B Operator upon written notification thereof by City. F & B Operator further agrees that such sign, awning, canopy, decoration, lettering, or other items, as may be approved, shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by City for the section of the Golf and Country Club within which the Food & Beverage Operation is located. No advertising or any promotional items associated with the Food & Beverage will be permitted within the Golf and Country Club or any other City facility or property without prior Department and/or City approval. City of Miami Springs prohibits any person from distributing, displaying or affixing any printed materials or advertisements to or within any Golf and Country Club property.

#### **IX. Utilities**

F & B Operator shall provide electric and water service, as well as obtaining and maintaining any other utility connections such as cable, satellite or other television services, if desired, for the Country Club Food & Beverage Operation. F & B Operator's utility service installations must be reviewed and approved by the City of Miami Springs. F & B Operator shall promptly pay all costs and expenses related to providing any utility services ordered by F & B Operator, including, without limitation, construction costs, and shall pay directly to the utility company or the provider of such other services all charges and assessments for any utility or other services provided including, without limitation, gas and phone charges, or any other utility used or consumed by the Country Club Food & Beverage Operation. In no event shall City be liable for an interruption or failure in the supply of any utility to the Food & Beverage Operation.

#### **X. Assignment and Subletting**

F & B Operator may not assign, mortgage, pledge or encumber its agreement with the City, in whole or in part, nor sublet or rent all or any portion of the Food & Beverage Operation, nor enter into any management licensing or similar agreement without the prior written consent of City in each instance, which may be granted or withheld at City's sole and absolute discretion. The consent by City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If the agreement is assigned, or if the Food & Beverage Operation or any part thereof is sublet or occupied by any party other than F & B Operator and F & B Operator is in default under its obligations under the agreement, City may collect rent from the assignee, sub-contractor or occupant, and apply the net amount collected to the rent herein reserved.

but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-contractor, or occupancy as F & B Operator, or a release from the further performance by F & B Operator of the covenants on the part of F & B Operator. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublease, F & B Operator shall remain fully liable on its agreement with the City and shall not be released from performing any of the terms, covenants and conditions hereof or any rents or other sums to be paid hereunder. F & B Operator acknowledges and agrees that any and all right and interest of the City in and to the Food & Beverage Operation, and all right and interest of the City in its agreement with Operator, may be conveyed, assigned or encumbered at the sole discretion of the City at any time.

**XI. Significant Change of Ownership**

If F & B Operator is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, F & B Operator represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing its agreement with the City and/or as disclosed to City prior to executing the agreement. If there shall occur any changes of ownership of and/or control of F & B Operator, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the City, then City shall have the option to terminate the agreement upon thirty (30) days notice to F & B Operator.

**XII. Independent Contractor Relationship**

The F & B Operator is, and shall be, in the performance of all work, services, and activities under its agreement with the City, an Independent Contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to the agreement shall at all times, and in all places be subject to the F & B Operator's sole direction, supervision, and control. The F & B Operator shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the F & B Operator's relationship, and the relationship of its employees, to the City shall be that of an Independent Contractor and not as employees or agents of the City.

The F & B Operator does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in the agreement.

**XIII. Condition of Food & Beverage Operations, Alterations**

F & B Operator accepts the Food & Beverage Operation "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. F & B Operator further acknowledges that the City has made no warranties or representations of any nature whatsoever regarding the Food & Beverage Operation including, without limitation, any relating to the physical condition of the Food & Beverage Operation or any improvements or equipment located thereon, or the suitability of the Food & Beverage Operation or any improvements for F & B Operator's intended use of the Food & Beverage Operation.

F & B Operator agrees to provide other equipment and perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Food & Beverage Operation for the lawful use of the Food & Beverage Operation by F & B Operator as specified in this RFP, unless the work is the responsibility of the City as specifically provided in this RFP.



F & B Operator shall be solely responsible for any and all improvements, maintenance, repairs, alterations or other work necessary to render the Country Club Food & Beverage Operation suitable for F & B Operator's intended use. F & B Operator shall not install any permanent improvements within the Country Club Food & Beverage Operation without City's written consent. All work performed within the Food & Beverage Operation, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of F & B Operator, and not for the benefit of City. F & B Operator shall design and construct such Alterations at F & B Operator's sole cost and expense and in full compliance with applicable governmental laws, rules, orders, building codes and zoning regulations. All of F & B Operator's construction and Alterations shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion strictly in accordance with the approved plans and specifications therefore.

All Alterations made by F & B Operator shall be maintained by F & B Operator in good working order at the sole expense of F & B Operator during the Term of the agreement.

In the event improvements or Alterations are constructed within the Food & Beverage Operation, F & B Operator shall be required to provide to City a Public Construction Bond, which such bond shall list the City as Obligee.

#### **XIV. Destruction of Food & Beverage Operation**

##### **Total or Partial Destruction**

In the event the Golf and Country Club or the Food & Beverage Operation shall be damaged or injured by fire, the elements, unavoidable accident or other casualty, without the fault of F & B Operator, during the Term of its agreement with the City, but the Food & Beverage Operation is not thereby rendered inaccessible or untenable in whole or in part, then the City shall, at its own expense, cause such damage to be repaired, and the Annual Rent and other charges payable by F & B Operator hereunder shall not be abated. If by reason of such occurrence, the Food & Beverage Operation shall be rendered untenable only in part, City shall, at its own expense, cause the damage to be repaired, and the Annual Rent meanwhile shall be abated proportionately as to the portion of the Food & Beverage Operation rendered untenable. If the Food & Beverage Operation shall be rendered wholly untenable by reason of such occurrence, the City may, at its option, because such damage to be repaired at City's expense and the Annual Rent meanwhile shall be abated in whole until completion of such repairs. City shall notify F & B Operator in writing within forty-five (45) days whether City intends to repair the Food & Beverage Operation. If City elects not to perform such repairs, City and F & B Operator shall then each have the right to terminate the agreement, with each party's right to be exercised, if at all, by notice in writing delivered to the other party within forty-five (45) days after City's election not to repair the Food & Beverage Operation. In the event either party exercises its aforesaid termination right, the parties agreement and the tenancy shall cease as of the date of said occurrence and the parties hereto shall be relieved of all further obligations hereunder. In no event shall City be responsible for repair of F & B Operator's equipment, trade fixtures and/or F & B Operator's Alterations.

#### **XV. Damage Near End of Term**

If the Food & Beverage Operation is destroyed or damaged during the last ten (10) months of the Term of the parties agreement and the estimated cost of repair exceeds ten percent (10%) of the Annual Rent then remaining to be paid by F & B Operator for the balance of the Term, City may, at its option, cancel and terminate the agreement as of the date of occurrence of such damage by giving written notice to F & B Operator of its election to do so within forty-five (45) days after the date of occurrence of such damage and the parties hereto shall be relieved of all further obligations hereunder.

**XVI. Reconstruction of Alterations**

F & B Operator, at its sole cost and expense, shall be responsible for the repair and restoration of F & B Operator's Alterations and the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. F & B Operator shall commence the installation of fixtures, equipment, and merchandise promptly upon delivery to it of possession of the Food & Beverage Operation and shall diligently prosecute such installation to completion.

**XVII. Default by F & B Operator**

The occurrence of any one or more of the events below shall constitute as a Default by F & B Operator under the agreement:

1. F & B Operator fails to open for business on the Operations **Commencement Date** and be fully operational within three days after its initial beginning of Operations, **January 9<sup>th</sup>, 2017**.
2. F & B Operator fails to pay any one or more of said monthly installments of Annual Rent, or any other sums due hereunder, as and when the same become due, without any prior demand by the City or any other party.
3. F & B Operator ceases to fully conduct its business as specified within the RFP.
4. F & B Operator removes, attempts to remove, or permits to be removed from the Food & Beverage Operation, except as required herein, upon City's approval, or in the usual course of business, any trade fixtures, equipment, goods, furniture, effects or other property of the F & B Operator brought thereon.
5. F & B Operator vacates the Food & Beverage Operation or abandons the possession thereof before the expiration of the Term of the agreement and without the written consent of the City, or uses the same for purposes other than the purposes for which the same are hereby authorized, or ceases to use the Food & Beverage Operation for the purposes herein contained.
6. An execution or other legal process is levied upon the goods, furniture, effects or other property of F & B Operator brought on the Food & Beverage Operation or upon the interest of F & B Operator in the agreement, and the same is not satisfied or dismissed within ten (10) days from such levy.
7. F & B Operator violates any other term, condition or covenant herein on the part of F & B Operator to be performed or complied with, and F & B Operator fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof, is given by City to F & B Operator.
8. F & B Operator fails to pay any of its operational costs or expenses (i.e. food, liquor, utility services, etc.).

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give F & B Operator notice that City intends to terminate the agreement upon a specified date not less than three (3) days after the date notice is received by F & B Operator, in which event the agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of the agreement. If, however, the default is cured within the three (3) day period and the City is so notified, the agreement will continue. F & B Operator shall not be allowed more than three (3) notices and cure periods in any given year of any Term, and no more than five (5) notices and cure periods during the entire Term of the agreement, for Events of Default related to payment of Annual Rent or other charges.



**XVIII. Default by City**

City shall not be in default unless City fails to perform its obligations hereunder within the time specified, and if none, within a reasonable time, but in no event later than thirty (30) days after written notice by F & B Operator to City, specifying how City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance, then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

**XIX. Termination of contract**

Upon termination or expiration of the agreement, F & B Operator, at its sole cost and expense, shall remove F & B Operator's personal property, removable fixtures, and equipment from the Food & Beverage Operation, and restore the Country Club Food & Beverage Operation to the condition it was in as of the Commencement Date. Upon surrender of the Food & Beverage Operation, title to any and all remaining improvements, fixtures, equipment, alterations or other property within the Food & Beverage Operation shall vest in City.

**XX. RFP Responses:**

**Responsiveness**

Each F & B Operator is responsible for determining all factors necessary for the submission of a comprehensive response to this RFP. F & B Operators must submit proposals that are complete, thorough and accurate. Failure to comply with all provisions of this RFP will severely weaken your proposal's evaluation and could result in your proposal receiving no consideration and may be deemed non-responsive. Proposals will be evaluated based on the points awarded as set forth in the Criteria for Award.

**A. Content of Response**

This form must be signed by an authorized representative of the F & B Operator.

Items 1-15 below set forth the minimum criteria and information each F & B Operator must provide in order for the proposal to be considered responsive and be eligible for further consideration. All proposals must include this form (completed), with attachments if additional space is required.

1. Name of F & B Operator /Firm:  
MIAMI SPRINGS COUNTRY CLUB, LLC
2. Principal Office/Mailing Address:  
211 DEER RUN  
MIAMI SPRINGS, FL. 33166
3. Telephone Number: (305) 903-1601
4. Email: (30
5. Contact Person/Title: FERNANDO J. SUCCO, MANAGER
6. Form of Business Entity:      Corporation      [ ]      Joint Venture      [ ]  
   General Partnership      [ ]      L.L.C.      [x]  
   Limited Partnership      [ ]      Individual      [ ]

If other than Individual, specify type of organization: \_\_\_\_\_



**Provide** a current status report confirming the entity's ability to conduct business in the State of Florida.

7. Name, Address and Percentage Ownership of all individual participants in F & B Operator's Business Entity. Specify which individuals will be actively involved in the management or operation of the Food & Beverage and which individuals will be non-active participants:

<u>Name</u>	<u>Address</u>	<u>Percentage Ownership</u>
FERNANDO J. SUCCO	211 DEER RUN MIAMI SPRINGS, FL. 33166	100 %

8. Has F & B Operator, or any of its owner participants ever filed a petition for bankruptcy or been declared bankrupt?

Yes ( )

No (✓)

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

9. Attach the F & B Operator's operational plan/business plan as detailed below.
10. Attach evidence of F & B Operator's experience and qualifications as a Food & Beverage service as detailed below.
11. Provide the amount the F & B Operator will pay to the City on a monthly basis, plus all applicable sales taxes; for providing F & B Services to the Miami Springs Country Club Food & Beverage Operation.
12. Provide an executed Drug-Free Workplace Certification indicating that F & B Operator has implemented a Drug-Free Workplace Program that meets the requirements of Section 287.087, Florida Statutes.
13. A copy of F & B Operator's non-discrimination policy or a signed statement affirming that its non-discrimination policy is in conformance with the policy of the City.
14. Submit such additional information, as an attachment hereto, as F & B Operator may consider pertinent to indicate both financial and operational capabilities of the F & B Operator to operate as a Food & Beverage service.
15. Submit all addendums, if any, issued for this RFP, properly acknowledged.



The below signed has read the RFP and all attachments, and fully understand what is required. By submitting this signed proposal, I will accept an Agreement, if approved by the City, and such acceptance covers all terms, conditions, and specifications of this RFP.

Proposal submitted by: FERNANDO J. SUCO

Entity Name (if applicable) MIAMI SPRINGS COUNTRY CLUB, LLC

Print Name/Title (if applicable) FERNANDO J. SUCO

Address: 211 DEER RUN

MIAMI SPRINGS, FL. 33166

Telephone No.: (305) 903-1601

E-Mail: SPRINGSCOUNTRYCLUB@AOL.COM

Signature

12-01-16

Date

**B. Operational Plan/Business Plan** Operational Business Plan responses should outline in detail the services to be offered and performed by the Food & Beverage Operator.

The operational plan/business plan shall address, at a minimum:

1. Introduction and background of F & B Operator
2. Proposed menus and pricing with a description of the Food & Beverages to be offered in the Country Club Food & Beverage Operation Service areas.
3. Proposed menus and pricing for tournament and special event packages suitable for after-golf lunch or dinner.
4. Day-to-day operations and the proposed hours of operation for the Country Club Food & Beverage Operation Service areas. Hours of operation must, at a minimum, comply with the operation schedules as set forth in this RFP.
5. Provide a detailed list of intended uses for each of the rooms listed below and how often each will be used: (i.e.- Intended use for golf tournament functions, restaurant/dining, banquets, meeting facilities, etc.):
  - a) "Grill" Room
  - b) "Curtiss" Room
  - c) "Majestic" Room
  - d) "Dynasty" Room
6. Proposed length of time required, from notification of award, to fully mobilize workforce and equipment to begin operations.
7. F & B Operator must attach a description of planned improvements which are to be paid for by the F & B Operator. The description should also include timeframes for completion.



### C. Experience/Qualifications

1. Proposals must contain evidence of F & B Operator's experience and qualifications. F & B Operator shall submit:
  - a) A detailed summary of the F & B Operator's experience in the field of Food & Beverage services. Operator shall provide evidence of a **minimum of three (3) years experience within the last five (5) years** in the successful management and/or operation of a similar revenue-generating public or private Food & Beverage Operation of equivalent size or larger as described herein.
  - b) Verifiable business references (**minimum three (3) references**) demonstrating F & B Operator's experience in the operation, management and provision of services of a similar nature within Miami Dade County. References must include (i) names, (ii) addresses, (iii) telephone numbers, (iv) dates of operation, (v) a contact person and (vi) email address.

### D. Revenue Proposal

Although revenue payments and applicable sales taxes are to be paid to the City on a monthly basis during the term of any agreement between the City and the successful proposer, the proposer herein submits its revenue proposal for the **five (5) years** of the proposed agreement on an annualized basis, as follows;

i) <b>Annualized</b> Revenue Payments to City:	Year One	\$ <u>42,000</u>
	Year Two	\$ <u>72,000</u>
	Year Three	\$ <u>84,000</u>
	Year Four	\$ <u>120,000</u>
	Year Five	\$ <u>144,000</u>

It is to be understood and agreed that the City will not consider or accept any revenue proposals based upon a percentage of sales received.

- E. F & B Operator should provide any additional information, as an attachment hereto, that may be consider pertinent that indicate capabilities of the F & B Operator to operate and manage a Food & Beverage service.
- F. If a F & B Operator has comments related to any of the provisions in the RFP and/or the Exhibits, such comments must be disclosed by the Questions and Comments Deadline.

### G. Business Information

Each F & B Operator responding to this RFP shall provide a detailed disclosure statement on the Disclosure of Beneficial Interests for identifying the F & B Operator responding and the type of business making the proposal, i.e., Sole-Proprietorship, Partnership, Corporation, LLC or Joint-Venture. A corporation-to-be-formed or other form of uncreated entities shall not be an acceptable F & B Operator. The Disclosure of Beneficial Interests should identify all the individual owners of five percent (5%) or more of the proposed F & B Operator and/or any entities owning any portion of the proposed F & B Operator.

**XXI. Disclaimer of Liability**

CITY HEREBY DISCLAIMS, AND F & B OPERATOR HEREBY RELEASES CITY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY F & B OPERATOR, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THE AGREEMENT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE F & B OPERATOR OR F & B OPERATOR'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE FOOD & BEVERAGE OPERATION, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY CITY'S SOLE GROSS NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL CITY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO F & B OPERATOR'S USE OF THE FOOD & BEVERAGE OPERATION PURSUANT TO THE AGREEMENT.



## F & B OPERATORS DISCLOSURE OF BENEFICIAL INTERESTS

STATE OF FLORIDA  
CITY OF MIAMI SPRINGS

BEFORE ME, the undersigned authority, this day personally appeared FERNANDO J. SUCCO, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the MANAGING PARTNER (position - i.e. president, partner, trustee) of MIAMI SPRINGS COUNTRY CLUB, LLC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "F & B Operator") which entity is proposing to provide Food & Beverage services on the real property legally described on or depicted in the attached Exhibit "A" of the RFP (the "Food & Beverage Operation").

2. Affiant's address is: 211 DEER RUN MIAMI SPRINGS, FL. 33166

3. Attached hereto, and made a part hereof, is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the proposed F & B Operator and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by City of Miami Springs relating to its entering into a Food & Beverage Operation Services agreement for the Miami Springs Golf and Country Club with the entity identified herein.

  
FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_, Affiant

Print Affiant Name: FERNANDO J. SUCCO

The foregoing instrument was sworn to, subscribed and acknowledged before me this 30 day of November, 20 16, by Fernando Succo [ ] who is personally known to me or [ ☒ ] who has produced Florida License as identification and who did take an oath.

Notary Public

Adrian Marcelo Endara  
(Print Notary Name)

NOTARY PUBLIC

State of Florida at Large



ADRIAN MARCELO ENDARA  
MY COMMISSION # FF 921621  
EXPIRES: December 11, 2019  
Bonded Thru Budget Notary Services

My Commission Expires: 12/11/2019

## SCHEDULE TO BENEFICIAL INTERESTS

F & B Operator is only required to identify those persons owning a five percent (5%) or greater beneficial interest in the RFP responding entity. If none, so state. F & B Operator must identify individual interest holders. If, by way of example, F & B Operator is wholly or partially owned by another entity, such as a corporation, F & B Operator must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

[illegible]

*[Signature]*



## NON-DISCRIMINATION POLICY/STATEMENT

It is the policy of the City of Miami Springs that the City shall not conduct business with, nor appropriate any funds to any organization, that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with City of Miami Springs are required to submit a copy of their non-discrimination policy for review by the City, prior to entering into any contract with the City of Miami Springs. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with City of Miami Springs' policy.

Check one:

( ) F & B Operator hereby attaches its non-discrimination policy for review by the City of Miami Springs.

OR

( ☒ ) F & B Operator does not have a written non-discrimination policy. However, F & B Operator affirms that its non-discrimination policy is in conformance with City of Miami Springs' non-discrimination policy as provided on the City's web as follows:

<http://www.miamisprings-fl.gov/humanresources/notices-title-vi-nondiscrimination-rights-and-protections-under-americans-disabilities>

OR

( ) F & B Operator hereby attaches its non-discrimination policy which does not conform to the policy of City of Miami Springs; however, F & B Operator affirms that it will conform to City of Miami Springs' non-discrimination policy.

MIAMI SPRINGS COUNTRY CLUB, LLC  
F & B Operator's Name

[Signature]  
Signature

FERNANDO J. SUCCO

Name (type or print)

MANAGING PARTNER

Title

12.01.16

Date



## CONFLICT OF INTEREST AND DISCLOSURE

The award hereunder is subject to the provisions of Chapters 24 and 112, Florida Statutes. If any officer, director, employee or agent of Respondent is also an officer or an employee of Miami Springs, respondent must so state in its proposal. All Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the City, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.311, Florida statutes, in seeking to influence the actions of the City in connection with this procurement.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Miami Springs Purchasing Ordinance.

Name

Relationship

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the event the vendor does not indicate any names, the City will interpret this to mean that no such relationship exists.

## DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a contractor from consideration for award of city contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Council.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing city contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

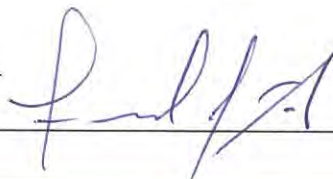
Name:

FERNANDO J. SUERO

Title:

MANAGING PARTNER

Signature:

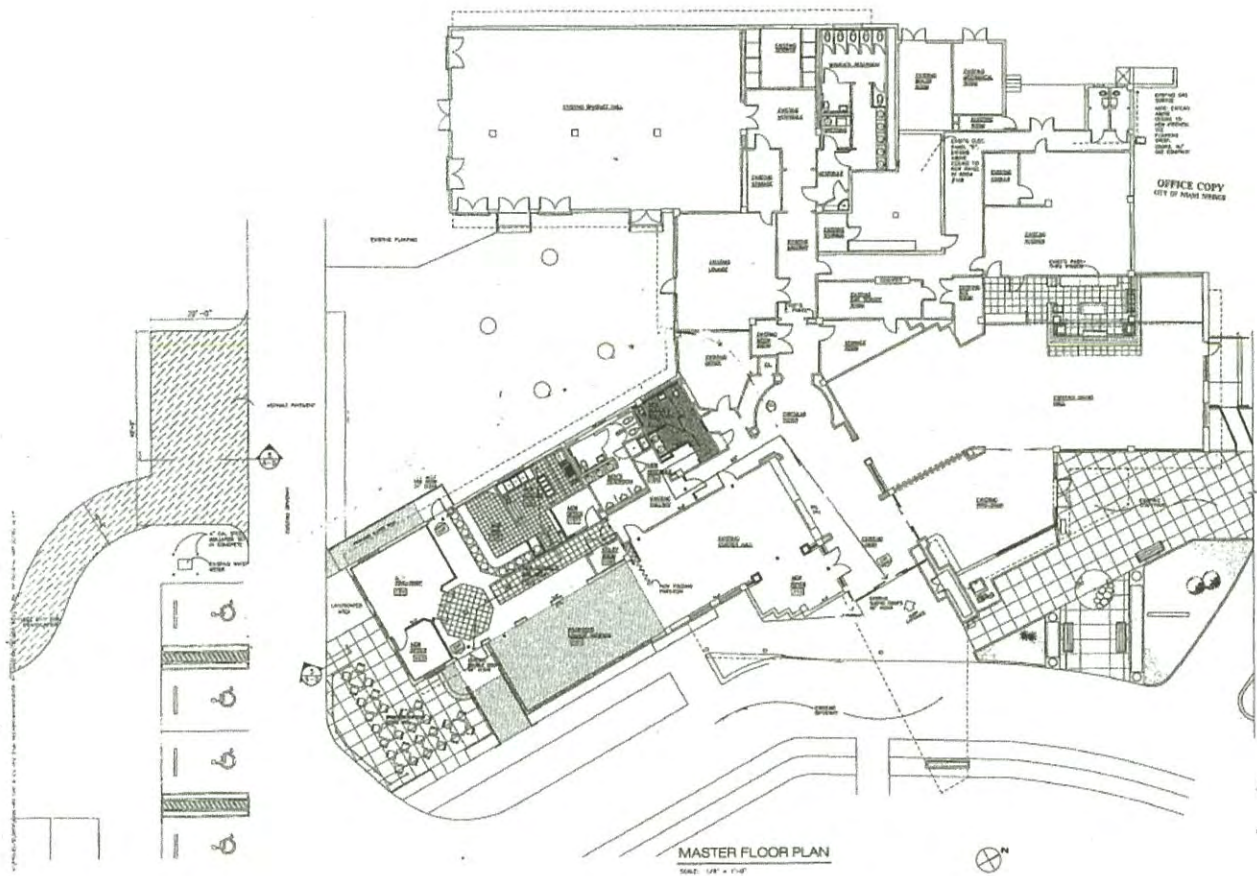


Date:

12.01.16













# CITY OF MIAMI SPRINGS

## TITLE VI PROGRAM PLAN

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (42 U.S.C. Section 2000d)

City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166  
Tel: 305-805-5006  
Fax: 305-805-5028  
Website: [www.miamisprings-fl.gov](http://www.miamisprings-fl.gov)





## City of Miami Springs Title VI Program Plan

### Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The City of Miami Springs is committed to ensuring that no person is excluded from participation in, or denied the benefits of Miami-Dade transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

A handwritten signature in black ink is located in the bottom right corner of the page. The signature appears to be "F. J. D." followed by a stylized flourish.





City of Miami Springs  
Title VI Program Plan

Information Notices

Title VI information notices are prominently and publicly displayed on the three City Hall lobbies including Police Department, Community Development/Building & Zoning and Utility Payments/Human Resources

The name and contact information of the Title VI coordinator is available on the City's website, at [www.floridacityfl.gov](http://www.floridacityfl.gov). Additional information relating to the City's nondiscrimination obligation is provided in this document.

Further information can be obtained directly from the City's Title VI Coordinator:

Erika Gonzalez-Santamaria, ADA Coordinator  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166  
305-805-5006

*Handwritten signature/initials*



## City of Miami Springs Title VI Program Plan

### Record Keeping

The Title VI Coordinator will maintain permanent records, which include, but are not limited to copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

### Complaints

The complainant may file a signed, written complaint no later than 180 days after the date of the alleged discrimination. The complaint procedures are described in detail herein (see Appendix A). Each complaint should include the following information:

- Full name
- Mailing address
- Contact Information (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against, including location, names and contact information of any witnesses
- Other information that you consider significant

The Title VI Complaint Form, (see Appendix B), may be used to submit the complaint information. The complaint may be filed in writing to the City at the following address:

City of Miami Springs  
Attention: Erika Gonzalez-Santamaria, ADA Coordinator  
201 Westward Drive  
Miami Springs, FL 33166

A handwritten signature in blue ink is located in the bottom right corner of the page.



## City of Miami Springs Title VI Program Plan

The City encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. Complaints must be mailed to the Title VI Coordinator no later than 180 days after the date of the alleged discrimination.

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the City will be directly addressed by the Title VI Coordinator who shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English.

Additionally, the City shall make every effort to address all complaints in an expeditious and thorough manner. A letter acknowledging receipt of complaint will be mailed within seven days (see Appendix C). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

The City of Miami Springs will send a final written response letter (see Appendix D) to the complainant. If the complaint is found to be not substantiated (see Appendix E), the complainant is also advised of his or her right to:

- 1) Appeal within seven calendar days of receipt of the final written decision from the City, and/or
- 2) File a complaint externally with the U.S. Department of Transportation and/or the FTA.

Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

A handwritten signature, possibly "L. J. M.", is located in the bottom right corner of the page.





City of Miami Springs  
Title VI Program Plan

Once sufficient information for investigating the complaint is received by the City, a written response will be drafted subject to review by the City Attorney. If appropriate, the City Attorney may administratively close the complaint. In this case, the City will notify the complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5th Floor – TCR  
1200 New Jersey Ave., SE  
Washington, DC 20590

A handwritten signature, possibly "F. A.", is located in the bottom right corner of the page.



City of Miami Springs  
Title VI Program Plan

Limited English Proficiency (LEP)

The City of Miami Springs has a land area of 3.2 Square Miles. According to the 2012 Census, the City has an approximate total population of 11,913 people, composed of 46.5% African Americans, 39.4% Hispanic or Latino, 12.1% White and 1.3% other races. Of the City's population over the age of 5, 55.6% of residents speak English at home, 34.3% speak Spanish at home, (57% speak English very well and 43% speak English less than very well).

The City provides information in English and in Spanish when it is requested. Residents can request translations of documents that are in English. Most City departments have at least one or more employees that are bilingual and Spanish speakers are accommodated with a translator when requested. The City regularly disseminates information via its website and utility bills.

The City Title VI Policy and Complaint Procedures is hosted on the City's web page in English and made available in other languages as requested.

The City educates our staff and contractors on the following procedure (see Appendix F):

- a. Understanding the Title VI Policy and LEP responsibilities
- b. How to access Title VI Policy and Procedures via the City's website.
- c. Document and resolve any language assistance deficiencies
- d. The procedure if a Title VI and/or LEP complaint is filed.

The City will review LEP procedures annually to determine if modifications are needed to meet language assistance deficiencies.

A handwritten signature in black ink, appearing to be "F. J. A.", located in the bottom right corner of the page.



City of Miami Springs  
Title VI Program Plan

Public Participation Plan

The City of Miami Springs seeks to engage the public in its planning and decision-making processes. Members of the public may make statements at Commission meetings, which occur the second and fourth Tuesday of every month. City Commission agendas are available for review by the public no less than two (2) days before Commission meetings. Notices of resolutions or ordinances under Commission consideration are announced in print in local newspapers.

The City continuously seeks innovative methods to engage the public in its planning and decision-making processes, as well as its outreach activities. Recent outreach initiatives include:

- Public notices in local and county wide newspapers
- Miami Springs/Homestead Chamber of Commerce
- Florida League of Cities
- On site posting
- Utility bills
- Inviting public inquires

Ordinances and resolutions adopted by the City to apply for and utilize Federal and State grant funding are placed on the public hearing/meeting agenda and are subject to public notice and comment procedures.

The City and its records are available to the public and the City welcomes their input. The City's Title VI Complaint Procedure is available to the public via the City's website [www.floridacityfl.gov](http://www.floridacityfl.gov)

4/1





## City of Miami Springs Title VI Program Plan

### Decision Making Bodies

The City of Miami Springs does not have any transit related non-elected planning boards or advisory councils or planning boards or committees. If any such committees are established in the future, this plan will be amended to depict minority representation on such committees and to describe the efforts made to encourage participation of minorities on such committees.

### Transit Programs/Service Standards

Excluding bus shelters, the City of Miami Springs does not have and/or operate any type of transit programs and/or services, therefore, the City does not have any Service Standards. Transit programs and/or services are provided and operated by Miami-Dade County Transit (MDT). You may contact Miami-Dade County Transit at [www.miami-dade.gov](http://www.miami-dade.gov).

### Transit Facilities

Since the City of Miami Springs does not operate any type of transit programs, the City does not have any storage, maintenance facilities or operation centers and has no plans, at the present, to establish a transit program. If in the future the City decides to establish a transit program or project related to Title VI, the City will confer with Miami-Dade Transit to ensure the City meets all requirements.

A handwritten signature in black ink is located in the bottom right corner of the page. The signature appears to be "JH" or similar initials.



City of Miami Springs  
Title VI Program Plan

## Appendices

Appendix A	Complaint Procedures
Appendix B	Complaint Form
Appendix C	Letter Acknowledging Receipt of Complaint
Appendix D	Letter Notifying Complainant That the Complaint is substantiated
Appendix E	Letter Notifying Complainant that the Complaint is not substantiated
Appendix F	Employee Annual Education Form
Appendix G	Record of Investigations, Complaints and/or Lawsuits

A handwritten signature in blue ink, appearing to be "F/A".





City of Miami Springs  
Title VI Program Plan

Appendix A

Complaint Procedures

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by the City of Miami Springs may file a Title VI complaint by completing and submitting the agency’s Title VI Complaint Form. A complaint may be filed no later than 180 days after the date of the alleged discrimination. The City or its designated Title VI Coordinator will process complaints that are complete.

Once the complaint is received, the Title VI Coordinator will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

The City has 60 days to investigate the complaint. If more information is needed to resolve the case, the City’s Title VI Coordinator may contact the complainant. The complainant will have 10 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the Title VI Coordinator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the case is investigated he/she will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, he/she has 10 business days after the date of the LOF to do so.

A person may also file a complaint directly with:

Federal Transit Administration  
FTA Office of Civil Rights  
1200 New Jersey Avenue SE  
Washington, DC 20590



City of Miami Springs  
Title VI Program Plan

Appendix B

Complaint Form

If you feel you have been discriminated against, please provide the following information in order to assist us in processing your complaint and send it to:

City of Miami Springs  
Attention: Erika Gonzalez-Santamaria, ADA Coordinator  
201 Westward Drive  
Miami Springs, FL 33166

Please print clearly:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: (cell) \_\_\_\_\_ (home) \_\_\_\_\_

Person discriminated against: \_\_\_\_\_

Address of person discriminated against: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Please indicate why you believe the discrimination occurred:

- \_\_\_\_\_ Race or color
- \_\_\_\_\_ National origin
- \_\_\_\_\_ Income
- \_\_\_\_\_ Other

What was the date of the alleged discrimination?

\_\_\_\_\_

Where did the alleged discrimination take place?

\_\_\_\_\_

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Please describe the circumstances as you saw it:

---

---

---

---

Please list any and all witnesses' names and phone numbers:

---

---

---

Please attach any documents which support the allegation. Then date and sign this form and send to the ADA Coordinator.

\_\_\_\_\_  
Your signature

\_\_\_\_\_  
Print your name

\_\_\_\_\_  
Date

A handwritten signature in black ink is located in the bottom right corner of the page.





City of Miami Springs  
Title VI Program Plan

Appendix C

Letter Acknowledging Receipt of Complaint

City Letterhead

Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

This letter is to acknowledge receipt of your complaint against the City of Miami Springs alleging:

---

---

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning 305-242-8101, or write to me at this address.

Sincerely,

Erika Gonzalez-Santamaria, ADA Coordinator  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

A handwritten signature in black ink, appearing to be "Erika", is located in the bottom right corner of the page.



City of Miami Springs  
Title VI Program Plan

Appendix D

Letter Notifying Complainant that the Complaint is Substantiated

City Letterhead

Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

The matter referenced in your letter of \_\_\_\_\_ (date) against the City of Miami Springs alleging Title VI violation has been investigated.

The violation of the Title VI of the Civil Rights Act of 1964 mentioned in your letter was identified. Corrective action of this deficiency(s) is being implemented to ensure that this issue does not arise again

Thank you for bringing this important matter to our attention.

Sincerely,

Erika Gonzalez-Santamaria, ADA Coordinator  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

A handwritten signature in black ink, appearing to be "E. Gonzalez-Santamaria", located at the bottom right of the page.



City of Miami Springs  
Title VI Program Plan

Appendix E

Letter Notifying Complainant that the Complaint is not Substantiated

City Letterhead  
Date  
Complainant's Name  
Complainant's Address

Dear (Mr/Ms)

The matter referenced in your complaint of \_\_\_\_\_ (date) against the City of Miami Springs alleging \_\_\_\_\_ has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964 had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The City Attorney has analyzed the materials and facts pertaining to your case for evidence of the city's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to:

- 1) Appeal within seven calendar days of receipt of this final written decision from the City, and/or
- 2) File a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at:

Federal Transit Administration Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5th Floor  
TCR 1200 New Jersey Ave., SE  
Washington, DC 20590



Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

Erika Gonzalez-Santamaria, ADA Coordinator  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

A handwritten signature in black ink is located in the bottom right corner of the page. The signature is stylized and appears to be the initials "E.G.S." followed by a flourish.





City of Miami Springs  
Title VI Program Plan

Appendix F

Employee Annual Education Form

To all employees of the City of Miami Springs:

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the City of Miami Springs and its contractors are expected to consider, respect, and observe this policy in their daily work and duties.

If a citizen approaches you with a question or complaint, direct him or her to contact:

City of Miami Springs  
Attention: Erika Gonzalez-Santamaria, ADA Coordinator  
201 Westward Drive  
Miami Springs, FL 33166

In all dealings with citizens, use courtesy titles (i.e. Mr., Ms., etc.) to respectfully address the citizens without regard to race, color or national origin.

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City of Miami Springs  
Title VI Program Plan

Appendix G

Record of Investigations, Complaints and/or Lawsuits

<u>Type of Complaint</u> (Investigation, Complaint, Lawsuit)	<u>Date of Complaint</u> (Month/Day/Year)	<u>Basis of Complaint</u> (race, color, national origin)	<u>Status of Complaint</u>	<u>Action(s) Taken</u>

Note: The City of Miami Springs does not have any investigations, complaints, or lawsuits to disclose at this time. Any future disclosures will be listed under the Title VI Program Plan.

A handwritten signature in black ink, appearing to be "FHA", located at the bottom right of the page.

# CITY OF MIAMI SPRINGS



Purchasing Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5035  
Fax: (305) 805-5018

Tammy Romero  
[romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov)  
Procurement Specialist

## AMENDMENT 1 FOOD AND BEVERAGE (F&B) OPERATION SERVICES

November 8, 2016

### Request for Proposal # 01-16/17, Food and Beverage (F&B) Operation Services

This addendum is issued to clarify the previously issued request for proposals documents and is hereby made a part of the contract documents. All requirements of the documents not modified herein shall remain in full force and effect as originally set forth.

The following are question(s) and answer(s) from the Mandatory Pre-Bid meeting held on November 1<sup>st</sup>, 2016.

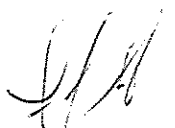
**NOTE: This RFP is modeled in a different format than the previously awarded contract for Food & Beverage (F&B) Operation Services.**

- 1. Question:** Does anyone have recorded Sales for the last year?
- 1. Answer:** No, the City does not have any of these records as the previous F&B Operator managed his own records and was not required to share them with the City.
- 2. Question:** Is there a set number for the rent?
- 2. Answer:** There is no set number. Please refer to page #30 within the RFP.
- 3. Question:** Is the City willing to pay for any repairs, painting, equipment repair, etc.?
- 3. Answer:** Please refer to the RFP where it states the building is to be taken "as is". However, any specific requests must be detailed within your Business Plan for consideration.
- 4. Question:** In the RFP it stated that all menu items must go through the City for approval in order to serve them. Please clarify.
- 4. Answer:** We are asking for you to provide examples of your proposed menu for golfer fare and menu type meals within your Business Plan. The City will not be approving menus on an individual basis.
- 5. Question:** How does the City feel about advertising the facility?
- 5. Answer:** Advertising is the responsibility of the F&B Operator and needs to be included within your Business Plan.

- 6. Question:** Do the tables and chairs that were in the rooms stay within the facility?  
**6. Answer:** Yes, all of the chairs and tables within the Grill Room and both banquet rooms will stay except for the 7 large black oval tables (leaning near the banquet kitchen) which are available for purchase.
- 7. Question:** Will we be able to continue to use the facility for weddings, etc.?  
**7. Answer:** Yes. Again, that will be part of your Business Plan to the City and part of the criteria for awarding points within the RFP response.
- 8. Question:** Does the sound system and light system stay with the facility?  
**8. Answer:** No. It is available for purchase through the previous F&B Operator and their contact information will be shared with the selected F&B Operator.
- 9. Question:** Is there an inventory list that we can look at before discussing it with the previous F&B Operator?  
**9. Answer:** No. Any inventory available for purchase must be discussed with the previous F&B Operator and their contact information will be shared with the newly selected F&B Operator.
- 10. Question:** Would the City allow another visit to the facility before the proposals are due?  
**10. Answer:** Yes, the only additional site visit allowed will be **Monday, November 14<sup>th</sup> from 2-4pm.**
- 11. Question:** Can we have access to the golf database for mailings and marketing purposes?  
**11. Answer:** Yes. This list will be made available to the selected F&B Operator.
- 12. Question:** Will we be able to use the City's Liquor License and will it be at a cost?  
**12. Answer:** Yes and it will be available free of charge.
- 13. Question:** When will you know if the big office that you were unsure about, be available to us or not?  
**13. Answer:** The big office is available for your use.
- 14. Question:** Will the grease traps and maintenance be a part of this proposal or the City's responsibility?  
**14. Answer:** These will be the F&B Operator's responsibility. Please refer to page #21 within the RFP, Section IV.
- 15. Question:** There is an open space on the grass outside of the facility that is perfect for wedding ceremonies, etc. Will that space be available to us or not?  
**15. Answer:** The only space currently available to the F&B Operator is the open courtyard between the Grill Room Bar and the Dynasty Room. If additional open space is requested, it must be proposed within your business plan for consideration.
- 16. Question:** Will F&B Operator wait for someone to win the contract before selling all of the items that are available for purchase?  
**16. Answer:** The previous F&B Operator is willing to wait until the new operator has been chosen and their contact information will be shared with the selected F&B Operator.
- 17. Question:** Is it Natural Gas or Propane?  
**17. Answer:** Natural Gas.



- 18. Question:** Since the revenue figures are not available, does the Golf Club keep records of the Country Club bookings?
- 18. Answer:** No as the previous F&B Operator was responsible for their own bookings and these records were only kept by them.
- 19. Question:** Would Mr. Santana's contract be available via public record?
- 19. Answer:** Yes, please see the two attachments.
- 20. Question:** Since we have no access to Santana's records, would the proposals only be based on revenue or would the City consider in-kind money?
- 20. Answer:** Proposal responses to this RFP are strictly monetary. No in-kind services will be considered.
- 21. Question:** If we were to take exception to the RFP, would we do that in our proposal?
- 21. Answer:** If you are unable or unwilling to comply with the RFP requirements you should so note in your response.
- 22. Question:** Are joint ventures allowed?
- 22. Answer:** The City will only be contracting with one entity; how that entity is proposed is within the discretion of the responder.
- 23. Question:** Will the City allow oral presentations?
- 23. Answer:** Please refer to Page 14 of the RFP, Section IX - Council Review and Determination.
- 24. Question:** Since taking over the facility, would the City be willing to provide the sales of the Grill Room for the last couple of months?
- 24. Answer:** Yes, from August 15<sup>th</sup>, 2016 – October 31<sup>st</sup>, 2016 the sales were the following:
- Liquor \$25,806
  - Grill Room Food \$22,405
- 25. Question:** Is the City going to have the banquet kitchen cleaned?
- 25. Answer:** The kitchen was cleaned the day before the site visit.
- 26. Question:** Why were the beverage carts exempt from the Food and Beverage Operation?
- 26. Answer:** It was the City's choice.
- 27. Question:** Is that the City's final answer regarding the beverage carts?
- 27. Answer:** Yes, this is not negotiable.
- 28. Question:** How many beverage carts are there?
- 28. Answer:** Not applicable.
- 29. Question:** Since you operate those beverage carts, do you have a separate place where you keep the supplies for those carts?
- 29. Answer:** Yes.
- 30. Question:** Corkage fees for the tournaments?
- 30. Answer:** The previous F&B Operator handled those fees. You may include this as part of your Business Plan.



- 31. Question:** In the RFP you mentioned utilities. How are the utilities segregated in the facility?  
**31. Answer:** The facility has its own electric, water and gas meters. The new F&B Operator will be responsible for all of the utility bills.
- 32. Question:** Is the A/C in the golf pro shop part of the rest of the facility and the responsibility of the new operator?  
**32. Answer:** No. It's a standalone unit that will be maintained by the City.
- 33. Question:** May we get numbers on those utility bills?  
**33. Answer:** The City does not have any of these records as the previous F&B Operator managed his own records and was not required to share them with the City.
- 34. Question:** The RFP states that the building comes "as is." Are there any known issues, i.e. plumbing, electrical, roofing?  
**34. Answer:** No, to the best of our knowledge and belief.
- 35. Question:** Will the operator be allowed to charge what he wants for the banquet rooms, etc.?  
**35. Answer:** Yes.
- 36. Question:** Does the City have a number of events that are exempt from paying the operator?  
**36. Answer:** Yes. Please refer to Page 15 of the RFP.
- 37. Question:** Are there any more walk-in freezers other than the one in the banquet kitchen?  
**37. Answer:** No.
- 38. Question:** Does the City have an exclusivity contract with one supplier, i.e. Coke or Pepsi?  
**38. Answer:** No.
- 39. Question:** Do we have to use the kitchen for events or can we bring in outside caterers?  
**39. Answer:** That will be at the discretion of the F&B Operator and will be part of your Business Plan.
- 40. Question:** To the extent of the contract being awarded, would there be availability of outside signage to continue to promote the business?  
**40. Answer:** Please refer to section VIII - Signage of the RFP.
- 41. Question:** Can you leave the accordion divider open exposing the Curtiss Room?  
**41. Answer:** Yes.
- 42. Question:** Is the City willing to have multiple operators? For example, 1 person rent the banquet halls while another person rent the Grill Bar?  
**42. Answer:** No. The City will only enter into one contract for the F&B Operation with one entity.
- 43. Question:** Customers usually rent a banquet hall a year in advance. With the contract only being for 5 years, is the City willing to accommodate the operator's business he has secured after those 5 years run out?  
**43. Answer:** Unfortunately under the City's Charter 1.04 Subsection 5, the contract can only be for 5 years, although due to the nature of this business, the City may consider requests within the 4th year of the contract a consideration to grant a new 5 year contract. However there is no guarantee and there may be new terms to the contract that Council may wish to consider.
- 44. Question:** What is the total square footage for the, under roof, air conditioned, facility?  
**44. Answer:** Approximately 10,000 square feet.



- 45. Question:** Water damage, perhaps related to past roof leaks and lack of maintenance, are evident in some of the interior walls, doors and finish. Would the City correct these deficiencies prior to turning over the property to the winning bidder?
- 45. Answer:** No, aesthetically, it is the F&B Operator's responsibility.
- 46. Question:** Should we be awarded this bid, we will seek to return the facilities to its glory days, making it, once again, a first class Country Club Style facility for the enjoyment of City residents, neighbors, friends and the general public. This will require a considerable investment in furnishings and equipment. We have observed most of the "included" furnishings and equipment in dysfunctional, in deplorable, conditions. These, aside from being unserviceable, add no appeal to the facilities. Would City property, furnishings, equipment, etc., NOT fitting to our plans, be removed and stored away, at other City facilities, for the duration of the or management period at no cost to the operator?
- 46. Answer:** Yes, before the start date of the contract, the City will store any items you do not want.
- 47. Question:** Kitchen area and equipment, such as water heater, hot water supply and associated plumbing, is an immediate red flag to the Health Department. Inspectors are, for the most part, not operational and or dysfunctional. Would the City correct these?
- 47. Answer:** At this time, these are all functioning and we have passed a recent Health Inspection.
- 48. Question:** Is the air conditioning unit for the kitchen area different from the one used for the rest of the facilities?
- 48. Answer:** Yes. There are 4 different air conditioning units in the building.
- 49. Question:** Once in possession of the facilities, can the new operator erect a partition or wall separating, creating independent entries for both, the Pro Shop and Grill/Restaurant areas?
- 49. Answer:** Any work proposed by the Operator is subject to the City's approval.
- 50. Question:** What should we provide as a Sign for Amendment Receipt? Page 10
- 50. Answer:** Please refer to pages 8 and 10 of the RFP.
- 51. Question:** The document states that permission should be requested from the City at least 10 business days prior to having a special activity. What constitutes a special activity? Page 16.
- 51. Answer:** Any other events outside of banquet hall type events.
- 52. Question:** What are the applicable taxes to be paid with the monthly rent? Page 16
- 52. Answer:** Sales Taxes in the State of Florida are 7%.
- 53. Question:** What is considered promotion and special events? Page 18
- 53. Answer:** Any other events outside of banquet hall type events.
- 54. Question:** Which are the sources to be used for employee background checks? Page 18
- 54. Answer:** At minimum the City requires the following:
- National Sexual Offender Registry
  - National Criminal Database background check
- 55. Question:** Which documents are required to prove financial capability? Page 28
- 55. Answer:** Financial statements and tax returns preferably prepared by a CPA for multiple years (2-5 years) and/or any other documentation that meets the requirements of the RFP request.



- 56. Question:** What are the requirements to obtain the Drug-Free Workplace Certification? Page 28
- 56. Answer:** Please refer to Florida Statutes 287.087.
- 57. Question:** Are joint ventures allowed, if so can a new corporation be created for the participants of the joint venture?
- 57. Answer:** Please refer to Q&A #22.
- 58. Question:** Are the beverage carts negotiable as part of the bid, all food and beverage operations should be consolidated?
- 58. Answer:** Please refer to Q&A #27.
- 59. Question:** Can a second site visit be facilitated to see the kitchen and other locked areas, as the site-visit was very short?
- 59. Answer:** Please refer to Q&A #10.
- 60. Question:** Is it negotiable to have all catering done by on-site vendors and exclude outside vendors, or give us the right to match any outside pricing?
- 60. Answer:** The City wishes to retain the right to utilize outside vendors however the F&B Operator will be given the opportunity to submit a quote.
- 61. Question:** What is the amount paid by the City of Miami Springs for utilities: water & sewer, electrical and gas during the time the City of Miami Springs ran the operations?
- 61. Answer:** Please refer to Q&A #33. The F&B Operation has not been maintained by Miami Springs since 2005.
- 62. Question:** What is the rent that was paid to the City of Miami Springs by the previous vendor for fiscal years: 2016, 2015, 2014, 2013, 2012, 2011, and 2010?
- 62. Answer:** Under the previous contract there was no rent paid since we were working under a different business model.
- 63. Question:** What is the amount of local preference points applied in the case of a tie? Page 13
- 63. Answer:** No points as the preference will be given to the local F&B Operator.
- 64. Question:** Provide us with the records of the sales of the beverage golf cart for the last years + year today categorize by:  
A- Beer (domestic & imported)  
B- Beverage (water, Gatorade, sodas)  
C- Snacks  
D- Food
- 64. Answer:** The beverage carts are not negotiable however here are the sales from October 1<sup>st</sup>, 2015 to September 30<sup>th</sup>, 2016:  
A- Beer (domestic & imported) \$32,101.32  
B- Beverage (water, Gatorade, sodas) \$21,473.49  
C- Snacks \$8,640.47  
D- Food \$0.00
- 65. Question:** During our visit of the facility, we observed only one P.O.S. on the entire Golf & Country Club, we need to know if it is possible to get the Brand or Software currently used for the operation.
- 65. Answer:** FORE is the POS software used for the golf and F&B Operations.



- 66. Question:** We also detected urine odor in the men's restroom. This has to be corrected ASAP.
- 66. Answer:** We are testing all systems in the facility however; the F&B Operator will be responsible for any additional cleanings.
- 67. Question:** Regarding the waste services, please clarify if both containers are for the Food and Beverage Operator or are they split with the Golf Course?
- 67. Answer:** The City has its own waste service and the F&B Operator will be responsible for their own container. Refer to Page 20 of the RFP.
- 68. Question:** In reference to the A/C equipment, who is responsible for the maintenance and/or replacement?
- 68. Answer:** Please refer to IV - City Responsibility For Operation Areas of the RFP.
- 69. Question:** Dishwasher machine, who owns it?
- 69. Answer:** The City of Miami Springs.
- 70. Question:** Will the City participate with the improvements which we will propose on our respond of the RFP for the Miami Springs Golf & Country Club as mentioned on page 4, "Proposers **MUST** submits any cost-saving / value - added alternated proposal pricing suggestion, such a rebates, creative lease agreements, extend warranty periods, trade in allowances, or the availability of discounts for floor model or demonstrator units at significant savings".
- 70. Answer:** No.
- 71. Question:** Can we have a copy of the intended Lease Agreement, as mentioned on page 4.
- 71. Answer:** The lease agreement will be negotiated with the selected F&B Operator.



# **CORPORATE INFORMATION:**

**THE SUCO GROUP, INC**

**DBA/ WOODYS WEST END TAVERN**

**&**

**MIAMI SPRINGS COUNTRY  
CLUB, LLC**



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suco group

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## Detail by Entity Name

Florida Profit Corporation

THE SUCO GROUP INC.

### Filing Information

Document Number P08000103741 FEI/EIN Number 26-3764446 Date Filed 11/24/2008 Effective Date 11/24/2008 State FL Status ACTIVE

### Principal Address

211 DEER RUN  
MIAMI SPRINGS, FL 33166

### Mailing Address

211 DEER RUN  
MIAMI SPRINGS, FL 33166

Registered Agent Name & Address SUCO, FERNANDO J  
211 DEER RUN

MIAMI SPRINGS, FL 33166

### Officer/Director Detail Name & Address

### Title P

SUCO, FERNANDO J  
211 DEER RUN  
MIAMI SPRINGS, FL 33166

### Annual Reports

Report Year	Filed Date
2014	02/02/2014
2015	01/26/2015
2016	01/29/2016





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## Detail by Entity Name

Florida Limited Liability Company

MIAMI SPRINGS COUNTRY CLUB, LLC

### Filing Information

Document NumberL16000212307FEI/EIN NumberNONEDate

Filed11/18/2016StateFLStatusACTIVE

### Principal Address

211 DEER RUN

MIAMI SPRINGS, FL 33166

### Mailing Address

211 DEER RUN

MIAMI SPRINGS, FL 33166

Registered Agent Name & AddressSUCO, FERNANDO

211 DEER RUN

MIAMI SPRINGS, FL 33166

Authorized Person(s) Detail**Name & Address**

Title AMBR

THE SUCO GROUP, INC.

211 DEER RUN

MIAMI SPRINGS, FL 33166

Title MGR

THE SUCO GROUP, INC.

211 DEER RUN

MIAMI SPRINGS, FL 33166

Title MGR

SUCO, FERNANDO

211 DEER RUN

MIAMI SPRINGS, FL 33166

**INSURANCE CERTIFICATES:**

**THE SUCO GROUP, INC**

**DBA/ WOODYS WEST END TAVERN**

**&**

**MIAMI SPRINGS COUNTRY  
CLUB, LLC**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/22/2016

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 have ADDITIONAL INSURED provisions or 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 1ST PREFERRED INSURANCE LLC 2748 E Commercial Blvd Fort Lauderdale, FL 33308	CONTACT NAME PHONE (A/C, No, Ext) (954) 485-8000 FAX (A/C, No) (954) 776-9806 E-MAIL billy@1stpreferredins.com ADDRESS
INSURED Miami Springs Country Club, LLC 650 Curtiss Parkway Miami Springs, FL 33166	INSURER(S) AFFORDING COVERAGE INSURER A American Automobile Ins. Co. INSURER B INSURER C INSURER D INSURER E INSURER F

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSUR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER	Y		Pending	11/21/16	11/21/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Liquor Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		Pending	11/21/16	11/21/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTI-ER E L EACH ACCIDENT \$ 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)

Miami Springs Country Club, LLC will be operating the restaurant at the Miami Springs Country Club located at 650 Curtiss Parkway, Miami Springs, FL 3366

Certificate Holder is named as Additional Insured and is also indemnified.

CERTIFICATE HOLDER City of Miami Springs 201 Westward Drive Miami Springs, FL 33166	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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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/21/2016

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).

<b>PRODUCER</b> 1ST PREFERRED INSURANCE LLC 2748 E Commercial Blvd Fort Lauderdale, FL 33308		<b>CONTACT</b> NAME PHONE (A/C No. Ext) (954) 485-8000 FAX (A/C No.) (954) 776-9806 E-MAIL ADDRESS gary@1stpreferredins.com	
<b>INSURED</b> Woody's West End Tavern The Suco Group, Inc. 600 Payne Drive Miami Springs, FL 33166 305-882-1170		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A American Automobile Ins. Co. INSURER B INSURER C INSURER D INSURER E INSURER F	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 0 <input checked="" type="checkbox"/> 0 GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		SAG-2000566-16	9/2/2016	9/2/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Liquor Liab. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						Hired & Non Owned Excluding Deliv.
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes describe under DESCRIPTION OF OPERATIONS below						Y/N N/A
							EACH OCCURRENCE \$ AGGREGATE \$ WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

Certificate Holder is Additional Insured/Out Side Seating/tables / Awnings.

"This policy is provided to comply with the requirements and provisions of the City of Miami Spring's ordinance 150-025 (K) regarding the placement and use of awnings and canopies over City right of way areas."

## CERTIFICATE HOLDER

## CANCELLATION

City of Miami Springs  
201 Westward Dr.  
Miami Springs, FL 33166

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



# **CITY OF MIAMI SPRINGS GOLF & COUNTRY CLUB**

## **FOOD & BEVERAGE PLAN**



## MIAMI SPRINGS GOLF & COUNTRY CLUB

The Miami Springs Golf & Country Club, as a business, is dedicated to serving our community by providing quality golfing experiences to players of all ages and abilities and should be committed to enhance the enjoyment of the game.

### **BACKGROUND**

The City of Miami Springs runs an 18 hole municipal golf course. The course the first municipal golf course in South Florida opened in 1924 and was owned and operated by the City of Miami..

The first Miami Open was played in 1925 and was not a sanctioned PGA event until 1945 and the final event was held in 1955. Many famous golfers played and won the Miami Open such as Gene Sarazen, Tommy Armour, Sam Snead, Byron Nelson, Fred Haas, Jr. Arnold Palmer played his first professional tournament at the Miami Open in 1954 and failed to make the cut.

The Miami Springs Golf & Country Club was the first municipal golf course to allow black players in 1949 only on Mondays and after 8 years of court battles which went all the way through to the United States Supreme Court the City of Miami finally allowed blacks to play all days of the week.

Ray Mitchell brought his North South Golf Tournament to the Miami Springs Golf & Country Club from 1955 - 1989. The tournament featured many famous black professional golfers over the years such as Ted Rhodes, Charlie Sifford, Jim Dent, Joe Roach and Althea Gibson. Well-known amateurs included Joe Louis and Ann Gregory and Jackie Robinson.

From 1956 - 1967 Major League Baseball held a players tournament at the Miami Springs Golf & Country Club.

The course was sold to the City of Miami Springs on October 23, 1997. Upon purchasing the city ran both the golf and food and beverage. The course lost money though the two management groups hired by the city. In 2006 the city turned over the management of the food and beverage to an independent contractor in the hopes of not losing revenue.

The golf operations have continued to need subsidies from the City of Miami Springs. In April 2013 the City of Miami Springs hired a new golf course manager who has begun a long term program to upgrade and market the course which is one of two PGA rated course in Miami-Dade County, Trump International in Doral being the other.

The recession, beginning in roughly 2007, and the near economic collapse of 2008/2009 have heavily impacted the community and businesses. The golf course lost players although some due to the economic downturn the other factor which has been significant is the condition of the course and the lack of food and beverage service to the golfers and patrons of the Country Club.

Food and beverage service is an expectation of both local and visiting golfers. For the past seven years, food and beverage has been a significant weak point in the Golf Course's overall offering.

The success of the golf course, both in financial terms and as an economic draw for visitors, should be the primary objective of the City of Miami Springs. The City has looked at the food and beverage vendor as bonus for not "costing" the City any revenue losses.



*"THE NEW NAME AND LOGO FOR THE BAR & GRILL OPERATIONS NAMED  
AFTER THE ORIGINAL FOUNDERS OF THE COUNTRY CLUB"*

## **SPORTS BAR & GRILL**

### **MISSION**

To closely work with the Golf Course Manager in providing the highest quality food and beverage service possible and to have it perceived as a value to the public and enhance the overall golf experience.

### **GOALS**

- Provide superior customer service
- Provide consistent on course food and beverage service in terms of hours of operations, quality of product, pricing structure and service
- Enhance repaire with golfing public and regain customer loyalty
- Create a welcoming atmosphere that promotes the facility as a gathering place for the golfers and community
- Provide "consistent" catering services for golf events, community events
- Reasonable "value" pricing
- Create a new food and beverage habits to build market

## PRODUCT

- Atmosphere - friendly, welcoming, casual/relaxed, capitalizes on surroundings, ie history of course, City of Miami Springs
- Casual food: sandwiches, burgers, salads, etc.
- Quick service
- Specials: i.e. breakfast/lunch
- On course food and beverage carts
- On course breakfast offerings

## OPERATIONS

Daily from 30 minutes prior to first tee time until 12 midnight daily

## MARKETS

Primary: Local and regional golfing public

Market Wants:

- Clubhouse gathering place
- Casual Menu
- Perceived value
- Fun
- Ambiance - particularly out of town golfers

Current Gaps:

- Have developed habits of seeking food and beverage elsewhere
- Perception that food and beverage always fails
- Currently bringing food and beverage to course
- Illegal practice of bringing alcoholic beverages to the course
- Negative perception of the golf course due to lack of consistency from year to year

## Secondary Market: Non golfing local public and visitors

### Market Wants:

- Ambiance
- Value
- Additional dining option
- Timely service - particularly for lunch crowd
- Service

### Current Gaps:

- Perception that golf course food and beverage not open to public
- History of inconsistent service

## Golf Course Competitive Advantages:

- Setting
- On course, convenience
- 35,000 to 45,000 starts per year
- Potential to create a sense of ownership on part of golfing public
- Golfing Board is a potentially valuable asset in building and maintaining partnerships with the golfing public and providing feedback on product and service.

## Golf Course Competitive Gaps:

- Perceived as not fast enough - market wants to get on course quickly
- Inconsistency of service over the years
- Poor relations with golfing public
- Poor relations with local residents
- Loss of primary market



## KEY STRATEGIES

The primary competitive gap is the perceptions of inconsistency and loss of primary market over past years.

Strategies to overcome loss of market:

- Partner with golfing public through the various groups
- Hold series of ongoing focus groups to align and evaluate product and services and to create a sense of ownership of the golfing public in the food and beverage service
- Create partnerships with city clubs, non-profit groups, churches, schools,
- Hold events inviting public on regular basis to create a sense of ownership
- Focus on creating a "golfers hangout" at the restaurant/bar

Strategies to overcome perceptions of inconsistency:

- Careful staff selection and management
- Attempt to hire from local area
- Creation of systems to ensure and monitor consistent quality of service and product
- Use of partnerships and focus groups to evaluate and correct for product and service

## KEY RISK FACTORS

**Economy:** the current recession is heavily impacting local business, including local restaurants. Several restaurants and businesses have gone out of business in the past few years and yet others are threatened with closure. Further the impacts of the national economic trends seem to lag. Focusing on the golfing public, the golf course food and beverage service may be able to mitigate the down turn in the economy.

**Cost control:** The financial model is based upon maintaining a maximum 35% cost of goods sold. Vendor supply relationships, inventory management, and loss control will be critical to keeping cost of goods sold within the 35% number.

Alcohol: Over recent years, there seems to have been an increasing practice of golfers bringing their own alcoholic beverages onto the course. This poses a risk for two reasons. The first is a potential risk to the City as holders of the alcohol license. The second is a loss of revenue from on course alcohol sales. As a solution, the new management team will provide constant service daily and signs will be posted throughout the course that outside food and beverage will not be permitted. This is difficult to enforce in practice, but reasonable enforcement can be affected by requiring golf course employees to enforce the policy when they see outside alcohol and food on the course.

## **STAFFING**

### **MANAGEMENT**

Food and Beverage Manager: on site day to day management will be provided by the Food and Beverage Manager who will be hired by The Suco Group, Inc. The Food and Beverage Manager will work closely with the Golf Course Manager in developing specials, promotions and staffing needs as the golfers require.

The Food and Beverage Manager will be critical to provide constant control of quality control, customer service, employee training and supervision, inventory and tracking systems, vendor relations, financial reporting.

Head Chef: the Head Chef will implement the daily specials, and all other food services within the clubhouse. The Head Chef will work closely with the Food and Beverage Manager and the Catering Manager to make sure that all food service operations within the Golf Club run smoothly.

Catering Manager: to oversee all events, banquets and lunch groups. The Catering Manager will promote the Country Club. Will work closely with the Food and Beverage manager and Head Chef.

## STAFF

Consist of bartenders, wait staff, bus personnel, cooks, service cart sales and cleaning staff. All staff hiring will be overseen by the Food and Beverage Manager.

## FINANCIAL ANALYSIS

### KEY ASSUMPTIONS:

- Start-up costs are based upon the assumption that the city currently owns most or all of the equipment necessary to run the operation.
- Repairs to the building should be no more than \$15,000.
- Special events and banquets will be priced and staffed individually.
- Approximately 125 golfers per day

## FINANCIAL SUMMARY

Current Gross Yearly Revenue:     **\$ 300,000**

With good solid promotions fixed and longer hours of operations and a better menu the gross revenue could be raised to the following within the 3 year of operations;

Gross Revenue:     **\$ 1,095,000**

Payroll	360,000
Non Payroll Costs	160,000
Food & Bev Costs	400,000
Contingency	30,000
<u>Start-up Costs</u>	<u>15,000</u>
Total Costs	\$ 965,000

NET PROFIT                   **\$ 130,000**



## EXECUTIVE SUMMARY

Legends Ballrooms at the Miami Springs Country Club is a full service professionally designed banquet facility that will present a fresh new upscale dining environment geared toward business and social gatherings. The decor will be professionally designed from form to function in all areas of the facility and incorporates fresh new perspectives in banquet establishments. There will be no similar dining experience within 10 miles of Miami Springs Golf and Country Club. The design could be compared to that of many franchise operations that are developed Miami.

The banquet facility is three indoor areas and one potential outdoor area that accommodates up to 400 guests. The banquet facility has multiple uses including:

- Wedding, Anniversary and Family Reunion functions
- Special Events, Association banquets, Trade Shows, etc.
- Alcohol FREE Youth Events
- Golf Tournaments

Legends Ballrooms at the Miami Springs Country Club has three main objectives:

1. To be rated best wedding, banquet and meeting facility within a 10 mile radius
2. To present a clean and inviting environment with ambiance unique to the area
3. To provide excellent Customer Service

## **MISSION**

Legends Ballrooms at the Miami Springs Country Club's mission is to provide a full service premier dining, banquet and event facility for families, businesses and other community functions throughout the surrounding non-metro local area of Miami, FL

Legends Ballrooms will strive to be a good corporate and civic partner promoting activities and events that benefit the community, its businesses and the surrounding area. The Ballrooms will host youth entertainment events that present excellent fund raising opportunities for the community.

Legends Ballrooms at the Miami Springs Country Club's business philosophy is to provide a dining and event experience that caters to individuals and businesses unique and special needs. The Company strives to handle all details of the experience so that the customer can relax and be catered to.

## **KEYS TO SUCCESS**

The keys to success in this business are:

- Repeat Customers
- Good Word of Mouth
- Great Marketing plan
- Continuous growth in weddings, banquets, front of house dining
- Keeping Expenses in line





Fresh Catering will be a full service professionally designed catering company that will present a fresh healthy catering environment geared toward business and social gatherings away from the Miami Springs Golf and Country Club.

# **SAMPLE COCONUTS MENU**



## Sandwiches

Comes with: mayo, lettuce, tomato. Your choice of bread: White, wheat, seeded rye, sub bun or make it a wrap  
Add grilled onions, grilled mushrooms, jalapeños or Buffalo sauce, 50¢ ea.

Grilled Cheese . . . . .	4.00
Grilled Bacon And Cheese . . . . .	4.75
Ham And Cheese, Grilled or Deli . . . . .	4.75
Turkey And Swiss, Grilled or Deli . . . . .	4.75
Roast Beef, Grilled or Deli . . . . .	6.50
Pastrami And Swiss, Grilled or Deli . . . . .	6.75
Beef Philly with Au Jus . . . . .	7.00
Roast beef, grilled onion & pepper, Swiss cheese	
BLT . . . . .	4.75
CLUB, Classic triple decker . . . . .	9.00

Crispy Chicken, Bun or wrap . . . . .	6.00
Grilled Chicken, Bun or wrap . . . . .	6.00
Buffalo Chicken Wrap . . . . .	6.50
Crispy Buffalo strips, cheddar, banana peppers, onion, lettuce, tomato, and ranch dressing	
Chicken Caesar Wrap . . . . .	6.50
Greek Burger Wrap . . . . .	6.50
Season burger strips with cucumber, tomato, onion, ranch, feta and banana peppers	
Pork BBQ . . . . .	6.25
Grilled pulled pork with a side of BBQ sauce	

## Burgers - 1/3 pound

Add grilled onions, grilled mushrooms, jalapeños or Buffalo sauce 50¢ ea.

Classic Cheeseburger . . . . .	5.00
Mayo, lettuce, tomato, onion & pickle	
Patty Melt . . . . .	6.25
Swiss cheese, grilled onions on rye	
Chili Burger . . . . .	6.25
Mild or Spicy, cheddar, pickle, onion, tomato & mustard	

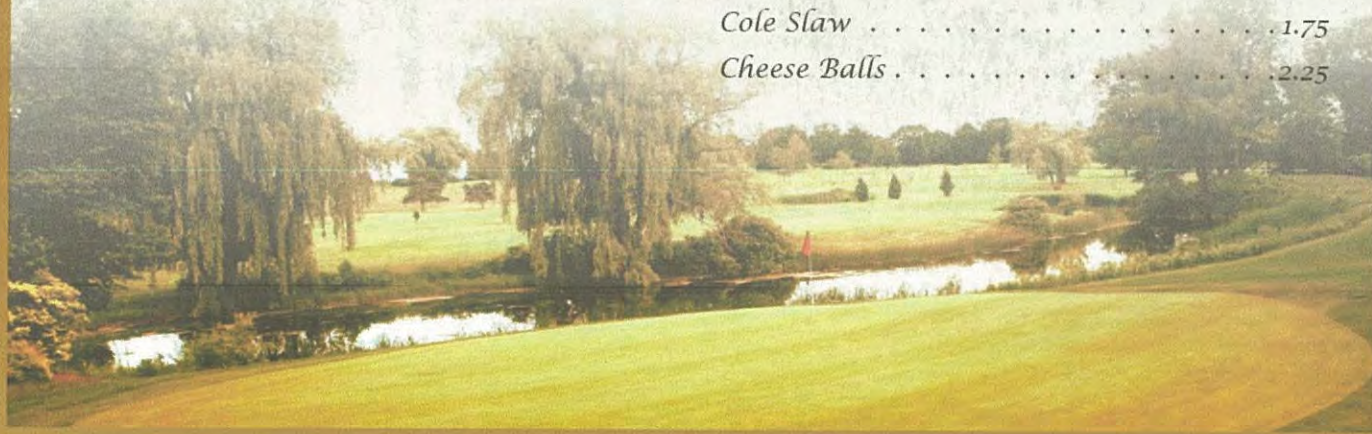
Lincoln Burger . . . . .	7.00
The classic plus bacon, banana peppers & ranch	
Turkey Cheeseburger, 4 oz. . . . .	5.25
Make it a Double . . . . .	add 2.00

## Dogs - 1/4 pound

Hot Dog . . . . .	3.00
Chili Cheese Dog . . . . .	4.50
Mild or spicy with cheese & onion	
Chicago Dog . . . . .	4.00
Tomato, pickle, cheese & onion	
Slaw Dog . . . . .	4.00

## Make it a Basket

Lincoln Fries . . . . .	1.00
Fries . . . . .	1.00
Sweet Potato Fries . . . . .	1.75
Onion Rings . . . . .	2.00
Cheese Fries . . . . .	2.00
Cole Slaw . . . . .	1.75
Cheese Balls . . . . .	2.25



**SAMPLE**  
**GOLF TOURNAMENT DINNERS**



# DINNER BUFFETS

(Minimum Order 25 people)

All buffets include fresh seasonal vegetables, rolls & butter, Coffee & teas

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## ***Sweet Pea Buffet***

### ***Choice of One Salad:***

Caesar Salad • with Creamy Garlic, Lemon & Freshly Grated Parmesan & Croutons  
Valley Oak Salad • Organic Arugula & Baby Spinach with Oranges, Pecans, Bleu Cheese  
in a Balsamic Vinaigrette  
Seasonal Mixed Greens • Tomato, Cucumber & Croutons Served with Italian Vinaigrette

### ***Choice of One Starch:***

Roasted Rosemary Red Potatoes  
Garlic Mashed Potatoes  
Wild Rice Pilaf

### ***Choice of One Entree:***

Penne Primavera  
Grilled Chicken Mushroom Madera with a Pesto Cream Sauce  
Grilled Salmon with Fresh Lemon & Dill Beurre Blanc  
Herb Crusted Tri-tip

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## ***Magnolia Buffet***

### ***Choice of Two Salads:***

Caesar Salad • with Creamy Garlic, Lemon & Freshly Grated Parmesan & Croutons  
Valley Oak Salad • Organic Arugula & Baby Spinach with Oranges, Pecans, Bleu Cheese  
in a Balsamic Vinaigrette  
Seasonal Mixed Greens • Tomato, Cucumber & Croutons Served with Italian Vinaigrette

### ***Choice of One Starch:***

Roasted Rosemary Red Potatoes  
Garlic Mashed Potatoes  
Wild Rice Pilaf

### ***Choice of Two Entrees:***

Tri-Colored Tortellini with Gorgonzola Cream Sauce and Steamed Vegetables  
Marinated Chicken Breast with Sun-Dried Tomato Cream Sauce  
Chicken Pesto Broiled with a Pesto Cream Sauce  
Roast Pork Loin in a Madeira Sauce\*  
Maple Glazed Pit Ham\*  
Grilled Salmon Filet Served in a Roasted Red Pepper Beurre Blanc  
Grilled Mahi Mahi Topped with Tropical Salsa  
Baked Halibut in a Citrus Beurre Blanc  
Tri-Tip Dry Rubbed with Spices & Herbs\*  
Petite Top Sirloin Served in a Wild Mushroom Demi Glace\*

\* A Carving Station may be added



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## ***Iris Buffet***

### ***Choice of Two Salads:***

- Caesar Salad • with Creamy Garlic, Lemon & Freshly Grated Parmesan & Croutons
- Valley Oak Salad • Organic Arugula & Baby Spinach with Oranges, Pecans, Bleu Cheese  
in a Balsamic Vinaigrette
- Sierra Greens • Red Leaf & Spring Mix with Artichoke Hearts & Feta Cheese  
served with a Honey Mustard Dressing
- Seasonal Mixed Greens • Tomato, Cucumber & Croutons Served with Italian Vinaigrette
- Mediterranean Salad • with Artichoke Hearts, Red Onion, Tomato, Cucumbers & Kalamata Olives  
served with a Red Wine Oregano Vinaigrette
- Penne Pasta Salad • with Artichoke Hearts and Grilled Vegetables served with an Herb Vinaigrette

### ***Choice of Two Starches:***

- Roasted Rosemary Red Potatoes
- Garlic Mashed Potatoes
- Wild Rice Pilaf

### ***Choice of Three Entrees:***

- Farfalle Pasta Primavera with Marinated Grilled Vegetables
- Penne Pasta with Pesto Cream Sauce and Steamed Vegetables
- Grilled Chicken Breast in a Wild Mushroom Sauce
- Airline Chicken Breast in a Mornay Sauce
- Chicken Cordon Bleu with Sun Dried Tomato Cream Sauce
- Grilled Salmon Filet with a Dijon Mustard Tarragon Sauce
- Baked Halibut in a Pesto Butter Sauce
- Macadamia Crusted Mahi Mahi in a Warm Citrus Vinaigrette
- Maple Glazed Pit Ham\*
- Baron of Beef with an Herb & Garlic Crust\*
- Prime Rib Au Jus Served with Creamed Horseradish\*
- Roasted Pork Loin with Natural Pan Jus\*

\* A Carving Station may be added for a \$75 fee

## ***Buffet Stations***

Choose Three

### ***South of the Border***

Beef Tacos  
Chicken Fajitas  
Chips & Salsa  
Sour Cream  
Cheddar Cheese  
Green Onions

### ***Salad Bar***

Caesar Salad  
Garden Salad  
Tomatoes  
Cucumber  
Carrots  
Bacon Bits  
Sunflower Seeds  
Shredded Cheese  
Croutons

### ***Pasta & Pizza***

Sausage, Pepperoni and Vegetarian Pizzas  
Pasta Primavera  
Spaghetti with Meat Sauce

### ***Potato Station***

Baked Potatoes  
Sour Cream  
Shredded Cheddar Cheese  
Bacon  
Chives  
Broccoli

### ***Asian***

Vegetarian Egg Rolls  
Pot Stickers  
Teriyaki Chicken  
Steamed Rice

# **FINANCIAL STATEMENT**

**THE SUCO GROUP, INC**

BALANCE SHEET AS AT OCTOBER 31, 2016

<b>ASSETS</b>	<b>2016</b>
<b>CURRENT</b>	
CASH	142,510
Accounts Receivable	15,571
Deposits and prepaid expenses	3,500
Inventory	37,500
<u>Liquor License</u>	<u>87,000</u>
TOTAL	286,081
 PROPERTY, PLANT AND EQUIPMENT	 1,500,000
 INVESTMENTS	 <u>    --    </u>
	<u>1,786,081</u>
 <b>LIABILITIES</b>	
<b>CURRENT</b>	
Bank overdraft	--
Bank loan	--
Accounts payable and accrued liabilities	6,500
Long-term debt-current position	--
<u>Income tax payable</u>	<u>5,251</u>
TOTAL	11,751
 LONG TERM DEBT LIQUOR LICENSE	 87,500
 LONG TERM DEBT MORTGAGE	 <u>80,715</u>
	<u>179,966</u>
 NET WORTH	 <u>1,606,115</u>

**THE SUCO GROUP, INC****PROFIT & LOSS STATEMENT****FROM JANUARY 1 TO OCTOBER 31, 2016****SALES**

FOOD	689,763.60
BEVERAGE	611,676.19
TOTAL SALES	1,301,439.79

**COSTS**

FOOD	289,134.26
BEVERAGE	169,809.00
TOTAL COST OF SALES	458,943.26

**GROSS PROFIT** **\$ 842,496.53****CONTROLLABLE EXPENSES**

SALARIES & WAGES	411,183.35
DIRECT OPERATING EXPENSES	24,900.00
ENTERTAINMENT	45,000.00
MARKETING	28,395.00
UTILITIES	22,503.00
GENERAL & ADMIN EXPENSES	25,254.81
MAINTENANCE	5,657.25
TOTAL CONTROLABLE EXP	562,893.41

**CONTROLABLE INCOME** **\$ 279,603.12****OCCUPANCY COSTS**

RENT	23,954.67
POS & LIQUOR	10,953.36
PROPERTY TAXES	3,808.80
OTHER TAXES	47,280.96
PROPERTY INSURANCE	6,183.87
TOTAL OCCUPANCY COSTS	92,181.66

**INCOME BEFORE INT. & DEP** **\$ 187,421.46**





# AGENDA MEMORANDUM

**Meeting Date:** December 12, 2016

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

**Via:** William Alonso, City Manager

**From:** Armando Guzman, Chief of Police *Armando Guzman 12/6/2016*

**Subject:** FY 16/17 Motorcycle Lease Approval

**Recommendation:** Recommendation by the Police Department that Council approve the execution of a two-year lease agreement with Peterson's Harley Davidson of Miami, for four (4) new fully equipped 2017 police motorcycles, as a sole source provider, in the amount of \$18,000.00 (FY16/17 expense), pursuant to Section §31.11 (E)(6)(c) of the City Code.

**Discussion/Analysis:** Request approval of a 24-month lease, and approval for FY16/17 expense of \$18,000.00 for four motorcycles at \$750.00/each per month. This was first implemented in April 2015 and has proven to be more cost effective, as well as providing the most up to date equipment and technology for our agency. See attached Lease Agreement between the City of Miami Springs and Peterson's Harley-Davidson of Miami, LLC.

**Submission Date and Time:** 12/6/2016 3:14 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: Police Department	Dept. Head: <i>Armando Guzman 12/6/16</i>	Dept./ Desc.: Police Rentals & Leases/Equipment
Prepared by: Leah Cates <i>LC</i>	Procurement: _____	Account No.: 001-2001-521.44-02
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Ass't. City Mgr.: <i>[Signature]</i>	Additional Funding: N/A
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	FY14/15 Amount previously approved: \$ 2,500.00
		Current request: \$ 18,000.00
		Total vendor amount: \$ 18,000.00



**LEASE AGREEMENT  
BETWEEN THE CITY OF MIAMI SPRINGS  
AND PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC  
FOR HARLEY-DAVIDSON POLICE MOTORCYCLES**

This agreement made and entered into between Peterson's Harley-Davidson of Miami, LLC., designated as the Lessor, and City of Miami Springs, designated as the Lessee, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the purpose of leasing four (4) black FLHP Harley-Davidson Police motorcycles under the following terms and conditions:

- 1) **EQUIPMENT:** 2017 Black FLHP Harley-Davidson Police solo motorcycles with the complete description provided on specification sheet attached hereto as Exhibit 1.
- 2) **AGREEMENT TERM:** The terms of this Agreement shall commence as of the date of delivery of the aforesaid police motorcycles and thereafter for a period of twenty-four (24) months. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor. At the end of the Agreement term, Lessee shall return the 2017 model motorcycles to Peterson's Harley-Davidson of Miami, L.L.C. Thereafter, Lessee may acquire 2019 models under a subsequent lease agreement with mutually agreed upon terms. If Lessee keeps possession of the motorcycles past the expiration of this Agreement, the Lessee shall continue to pay the monthly payments as specified in this Agreement. The Lessee shall also pay the Lessor any damages, which the Lessor may be due, because the Lessee failed to return the motorcycles at the expiration of this Agreement, unless such arrangement was mutually agreed upon prior to the expiration of this Agreement.
- 3) **PAYMENT PERIOD:** Lessee shall pay monthly payments in the amount of \$750.00 for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs, less the residual value of the motorcycle. Lease of motorcycles will be billed on the 5th day of each month and payable within 30 days of the date billed during the term of this lease.
- 4) **INSURANCE:** At its own expense, the lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from liability in all events. The Lessee shall carry Worker's

Compensation covering all its employees working on, in, or about the motorcycle. The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this agreement. The Lessor shall be named as additional insured and loss payee.

- 5) **HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES:** Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. The indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from and special liability. Nothing contained herein is intended nor shall be construed to waive Lessee's right and immunities under common law and Section 768.28, Florida Statutes.
- 6) **LIENS:** The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.
- 7) **TAXES AND FEES:** The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the motorcycle during the term of the Agreement. Both parties recognize that the Lessee is tax exempt under Florida Law.
- 8) **CARE AND USE OF EQUIPMENT:** The Lessor agrees to maintain the motorcycle pursuant to the manufacturer's standard preventative maintenance plan and/or recommendation. All repairs shall be made at Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2<sup>nd</sup> Ave., Miami, FL 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2<sup>nd</sup> Ave., Miami, FL 33169, at regular intervals set up by the Lessor in accordance with the service schedule attached hereto as Exhibit 2. The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the motorcycle for police related activities only, without abuse, and shall not make modifications, alternations or additions to the motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld. The Lessor shall have the right, during regular business hours to enter upon the premises where the motorcycle is located in order to inspect, observe or

otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

- 9) **DAMAGE OR DETERIORATION OF MOTORCYCLES:** In the event the motorcycle is damaged due to the actions of the Lessee or its employees prior to the end of this agreement, the Lessee will promptly have the motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers' training will be repaired as soon as the training is completed at Lessee's expense. This includes damage done to engine, transmission, brakes, paint, and body parts. All repairs must be done at the Lessor's repair facility located at 19400 NW 2<sup>nd</sup> Ave., Miami, FL 33169. In case of theft or total loss of the motorcycle, the replacement value shall be \$23,000.00 minus 2% for each month the agreement is in effect.
- 10) **SELECTION OR RIDER:** The Lessor reserves the right to reject any rider of his motorcycle so as to be assured that proper handling and care is exercised.
- 11) **RIDER RESPONSIBILITY AND PRIVILEGES:** The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the Lessee and the distance is no more than thirty (30) miles each way per motorcycle during the lease period. For each mile driven per motorcycle over 40,000 total miles during the lease period, there shall be a 15 cents per mile charge.
- 12) **EVENTS OF DEFAULT AND REMEDIES:** Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default:
- a) Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or
  - b) Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

- a) By written notice to Lessee, declare an amount equal to all payments due during the agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.
- b) Re-enter and take possession of the equipment, enforce this agreement or terminate the agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and

- c) Any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this agreement upon failure to comply with any term, covenant or condition contained herein.

**13) MAINTENANCE AND EQUIPMENT:** Lessor shall provide maintenance for the motorcycle at no cost to the Lessee. Maintenance will include regular scheduled services as recommended by the factory, as well as parts and labor for repair and/or replacement of tires, brakes and clutches. Parts and labor as a result of physical damages will be the responsibility of the Lessee. The Lessor shall not supply Lessee with gasoline or radios. Lessor shall pay for the transfer of any department owned equipment, such as radars, radios, set-com, moto-lights, and cameras, at the beginning of the lease and each subsequent renewal thereafter. All maintenance shall be done at Peterson's Harley-Davidson, located at 19400 NW 2<sup>nd</sup> Ave., Miami, FL 33169.

The Harley-Davidson Motor Company warranty on the leased motorcycles is for a period of twenty-four (24) months coinciding with the lease term agreed upon between the parties. In the event the Lessee retains the motorcycles at the conclusion of the twenty-four (24) month lease, the Lessee shall be responsible for the cost of maintenance, labor, and parts incurred subsequent to the expiration of the twenty-four (24) month lease.

**14) SUBLEASE OR ASSIGNMENT:** Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may affect the subleasing of the motorcycle.

**15) TERMINATION:** Either party may at any time during the term hereof, upon thirty (30) days written notice to the other party, terminate this Agreement with or without cause. Lessor shall be entitled to lease payments due or incurred to the date of such termination.

**16) ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire agreement between Lessor and Lessee, and all negotiations and oral understandings are merged herein. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement and signed by each Party.

**17) CONSENT TO JURISDICTION:** The Parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

**18) GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

**19) HEADINGS:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.




- 20) **SEVERABILITY:** If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 21) **WAIVER:** The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 22) **COSTS AND ATTORNEY'S FEES:** If either Lessor or Lessee are required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing Party shall be entitled to recover from the other Party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City:

Peterson's Harley-Davidson of Miami, LLC:

\_\_\_\_\_  
Signature of Authorized Representative

  
\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name & Title

Dirk Peterson, Owner



# AGENDA MEMORANDUM

**Meeting Date:** 12/12/2016

**To:** The Honorable Mayor and Members of the City Council

**From:** William Alonso, City Manager *WY*

**Subject:** Request from Downtown Business Owners

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Attached is a letter we received from Mr. Max Milam, CEO of Milam's Markets requesting an opportunity for he and other business owners in the downtown area to address Council on parking concerns in the downtown business district.



*B & R Supermarket, Inc.*  
11 N. Royal Poinciana Blvd., Suite 100  
Miami Springs, Florida 33166  
Office: 305-884-4870  
Fax: 305-884-5590

December 5, 2016

Mr. William Alonso, City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Dear Mr. Alonso:

I respectfully request an opportunity to speak before the City Council at its next regularly scheduled meeting to address parking concerns regarding the downtown business district. I believe some other business owners might also attend and request an opportunity to speak.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Max E. Milam". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Max E. Milam, CEO

# MILAM'S

M A R K E T S

*Miami's Family Grocer Since 1984*

1



# **Coconut Grove**

**Exterior Before/After Picture**





Before Remodel





After Remodel



# **Coral Gables**

**Exterior Before/After Picture**





Before Remodel





After Remodel



# **Sunny Isles**

**Exterior Before/After Picture**





Before Remodel





After Remodel



2



**Interior Pictures from  
within Coral Gables,  
Coconut Grove, and  
Sunny Isles stores—all  
same remodeling  
design elements.**



































































# MEAT & SEAFOOD











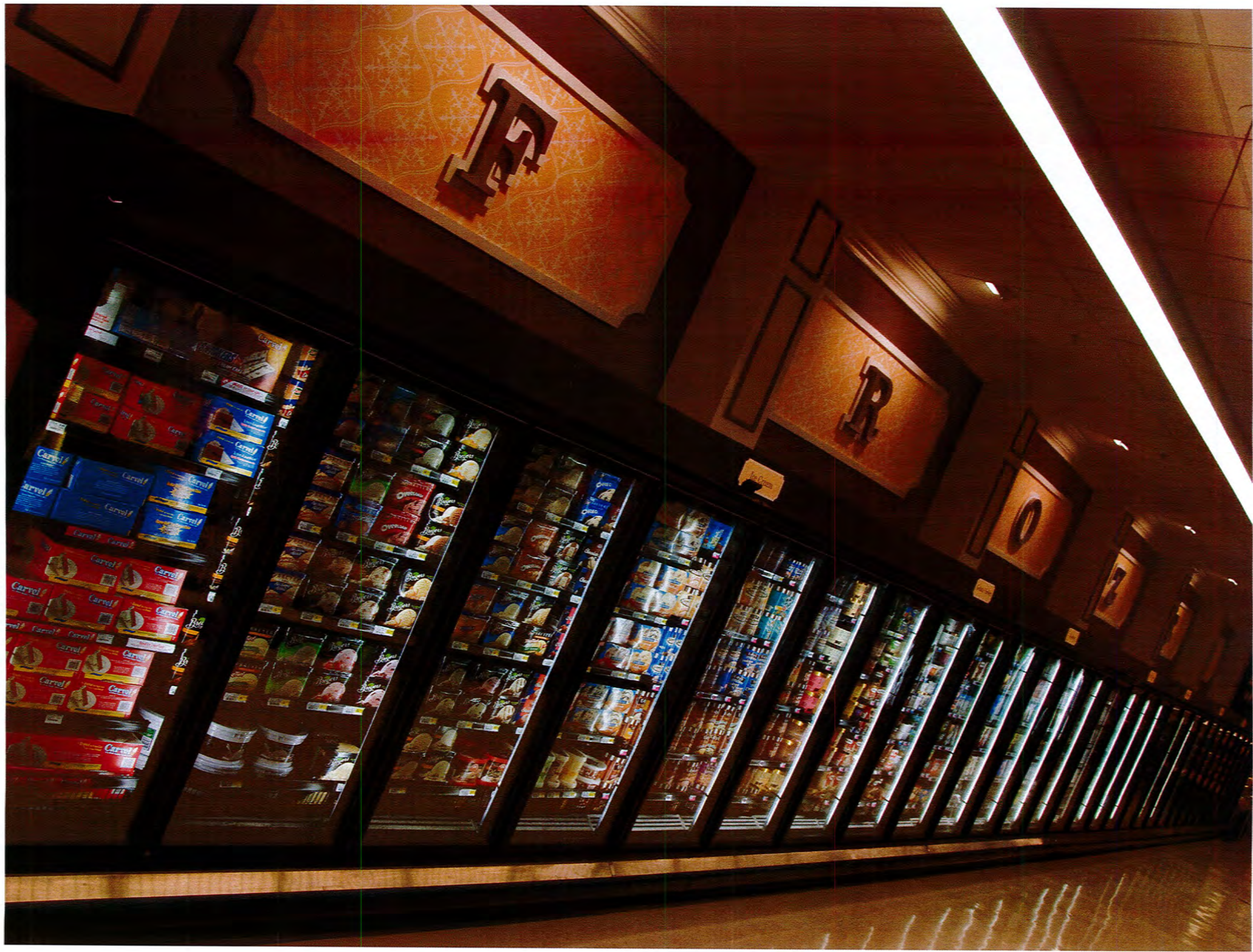














3



# **Overhead Map View of Miami Springs Circle**





Google Earth

Google Earth

feet  
meters







Google Earth

feet  
meters





## **Curtiss Parkway as it Looks Today**











Another Opportunity to Add Parking on Westward Drive  
(City Buy Vacant Lot and Convert To Parking)







4

# Overflow Parking

(from Big Tomato/Subway/King Chef—at noon)







# CITY OF MIAMI SPRINGS



Finance Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5014  
Fax: (305) 805-5037

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

FR: William Alonso, CPA, CGFO, City Manager

Date: December 12, 2016

Re: FY2015-2016 4<sup>th</sup> Quarter Budget Status Report (Unaudited)

Attached, please find the above referenced report based on revenues received and appropriations expended through September 30, 2016. The purpose of this report is to apprise the City's governing body of the FY2015-2016 budgetary status and projected year-end revenues, expenditures, and fund balances

## **I. OVERVIEW**

**After completion of the fiscal year, the city's fund balance decreased from \$4,391,041 in FY2015 to \$3,205,335 at the end of FY2016.**

The reduction in fund balance of \$1,185,706 was due to various Council approved uses during the fiscal year. On page 18 of this report, you can find a History of Reserves FY2003 thru FY2016 report which shows for FY2016 a breakdown of all approved fund balance uses. The most significant was the \$709,636 used to pay-off the golf course note, \$131,000 for the new tot lot, \$64,000 for Police equipment, \$61,609 for the Mansion parking lot, and \$33,602 for the golf restrooms renovation.

**The City's general fund balance as of September 30, 2016 will be approximately \$3,205,535 an increase of 276% from the FY 2003 fund balance of \$853,643.**

It is important to note what "fund balance" should be accumulated for. First of all the generally accepted guidelines require that a government maintain at least 15-20% of their general fund budgeted expenditures as "reserves", **OUR CITY COUNCIL HAS ESTABLISHED THAT THE CITY MAINTAIN A MINIMUM RESERVE OF 25%.**

Second, reserves are meant to be accumulated to pay for long term infrastructure projects that the city has envisioned. Reserves can also be used to help reduce property taxes to our residents. These are legitimate uses for our reserves. State guidelines require that if a local government has significant reserves and no plan on what they will be used for, they have to return these to the residents in the form of tax reductions.

The total fund balance at the end of FY2016 is \$3,205,535 or approximately \$294,465 less than our required minimum of \$3.5 million in order to meet the 25% requirement. This is why Council agreed to fully fund this deficit with a \$465,000 surplus in FY2017 and an additional \$329,465 in FY2018 at which time the fund balance will be back to \$3.5 million plus the additional \$500,000 in hurricane contingency for a total fund balance of \$4 million.



As in previous interim reports, this report is organized as follows:

- I. Overview/Financial Dashboard - Pages 1-3
- II. General Fund Revenues – Page 4-5
- III. General Fund Expenditures – Page 6-6A
- IV. General Fund Subsidized Departments
  - a) Senior center - Page 7
- V. Enterprise Funds - Pages 8-9
- VI. Investments – Page 10
- VII. Analysis of Charges for Services
  - a) Recreation Department – Page 11
- VIII. Other Funds
  - a) Road and Transportation Fund – Page 12
  - b) Building Operations-Page 13
  - c) Law Enforcement Trust Fund – Page 14
  - d) Capital Fund – Page 15
  - e) Debt Service Fund – Page 16
- IX Status of Designated Fund Balance Page 17
- X. History of Reserves FY2003 thru FY2016
- XI. Golf Course Financial Report – Pages 19,20 and A-1 thru C-1

The following chart is a projection of the City's projected revenues, expenditures, and general fund balance as of the end of the 4th Qtr FY2016:

**Chart A – General Fund Balance Projection as of 4th quarter FY2015-2016**  
**Chart A- General Fund Budget Summary-FY 2015-16**

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Projected Year-End</u>	<u>Variance</u>
<b>Sources:</b>				
General Fund beginning balance	4,391,041	4,391,041	4,391,041	-
Current revenues	14,966,290	15,104,154	14,729,981	(374,173)
Transfers in	530,000	530,000	530,000	-
Total Sources	<u>19,887,331</u>	<u>20,025,195</u>	<u>19,651,022</u>	<u>(374,173)</u>
<b>Uses:</b>				
Operating expenditures	14,269,359	14,878,158	14,408,336	(469,822)
Transfers out	1,226,929	1,998,174	2,037,351	39,177
Total Uses	<u>15,496,288</u>	<u>16,876,332</u>	<u>16,445,687</u>	<u>(430,645)</u>
<b>General Fund ending balance</b>	<u>4,391,043</u>	<u>3,148,863</u>	<u>3,205,335</u>	<u>56,472</u>
<b>Projected change in fund balance</b>		<u><b>(1,185,706)</b></u>		

## **FINANCIAL DASHBOARD**

### **FINANCIAL INDICATORS-GENERAL FUND**

	<u>Budgeted</u>	<u>Actual</u>	<u>% of budget</u>
General Fund Revenues as of 9/30/16	\$15,634,144	\$15,259,981	98% (1)
General Fund Revenues as of 9/30/15	\$15,568,496	\$15,341,581	99% (1)

General Fund Expenditures as of 6/30/16	\$16,876,332	\$16,445,687	97% (2)
General Fund Expenditures as of 9/30/15	\$15,607,387	\$15,217,425	98% (2)

	<u>As of 9/30/15</u>	<u>As of 9/30/16</u>	<u>\$ Increase/Decrease</u>
General Fund Reserve	\$4,391,041	\$3,205,335	\$(1,185,706)

### **INVESTMENT/CASH ON HAND INDICATOR**

	<u>As of 9/30/16</u>	<u>As of 9/30/15</u>	<u>\$ Increase/(Decrease)</u>
Investments/Cash on Hand	\$ 1,848,329	\$ 3,734,885	\$ (1,886,556)

### **FINANCIAL INDICATORS-OTHER**

	<u>Revenues as of 9/30/16</u>	<u>Expenditures as of 9/30/16</u>	<u>Deficit at 9/30/16</u>	<u>Deficit at 9/30/15</u>
Golf Course fund operating deficit requiring General Fund subsidy	\$1,216,591	\$1,766,327	\$(549,736)	\$(595,340)

	<u>Revenues as of 9/30/16</u>	<u>Expenditures as of 9/30/16</u>	<u>Deficit at 9/30/16</u>	<u>Deficit at 9/30/15</u>
Building Operation	\$ 618,194	\$ 618,194	\$ (-0-)	\$(174,138)

	<u>As of 9/30/16</u>	<u>As of 9/30/15</u>	<u>\$ Increase/(Decrease)</u>
Long-Term Debt	\$10,168,454	\$10,739,727	\$(601,273)

	<u>At 9/30/16</u>	<u>At 9/30/15</u>
% of Recreation Expenditures Collected in Fees	23.6%	22.8%

**Notes:**

(1) You can see that for the current year our revenues are being received at a 98% rate compared to 99% for the same period last year.

(2) Actual expenditures are running at about the same rate as last year 97% vs. 98% when compared to budgeted expenditures.

## II) REVENUES

Chart B-Schedule of General Fund Budgeted and Actual Revenues  
For the Period Ending September 30, 2016  
(100% OF YEAR COMPLETED)

Department	2014-15	FISCAL YEAR 2015-16					Note
	FULL YEAR ACTUAL	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AS of 9/30/16	% OF BUDGET	PRIOR YEAR AS of 9/30/15	
Ad Valorem Taxes - Current	\$ 7,010,173	\$ 7,023,400	\$ 7,023,400	\$ 7,072,800	101%	\$ 7,010,173	1
Ad Valorem Taxes - Delinquent	89,695	80,005	80,005	150	0%	89,695	1
Utility and Franchise Taxes	2,770,921	2,754,000	2,754,000	2,743,671	100%	2,770,921	
Occupational Licenses - City	79,916	75,000	75,000	73,496	98%	79,916	
Occupational Licenses - County	21,948	20,000	20,000	24,999	125%	21,948	
Building Permits	-	-	-	-	-	-	2
Electrical Permits	-	-	-	-	-	-	2
Plumbing Permits	-	-	-	-	-	-	2
Roofing Permits	-	-	-	-	-	-	2
Mechanical Permits	-	-	-	-	-	-	2
Certification of Completions	-	-	-	-	-	-	2
Structural Permits	-	-	-	-	-	-	2
POD Permit Fees	-	-	-	-	-	-	2
Other Permits	-	-	-	-	-	-	2
Misc Plan Reviews	-	5,000	5,000	570	11%	-	
Zoning Review Fees	35,600	42,000	42,000	38,150	91%	35,600	
General Planning & Zoning Fees	11,170	-	-	2,970	-	11,170	
Local Option Gas Tax	380,476	387,207	387,207	380,787	98%	380,476	
Revenue sharing	454,359	457,679	457,679	463,153	101%	454,359	
Alcoholic Beverage License	11,443	15,000	15,000	8,900	59%	11,443	
1/2-cent Sales Tax	1,051,079	1,106,608	1,106,608	1,075,102	97%	1,051,079	
Gas Tax Rebate	8,848	11,000	11,000	6,470	59%	8,848	
School Crossing Guards	17,264	20,000	20,000	17,213	86%	17,264	
After School Programs	43,780	32,000	32,000	54,981	172%	43,780	
SWIM MEETS/TEAM RENTAL	4,373	-	-	-	-	4,373	
Swimming Pool Admissions	2,700	52,300	52,300	53,777	103%	2,700	
Annual Daddy/Daughter Dance	4,843	7,525	7,525	6,206	82%	4,843	
Pelican theatre	8,805	20,000	20,000	5,333	27%	8,805	
Vending Machines	2,311	3,000	3,000	2,062	69%	2,311	
Fireworks-VG	3,000	3,000	3,000	3,000	100%	3,000	
Summer Camp	139,551	160,000	160,000	122,285	76%	139,551	
Summer Camp Activity Fee	24,724	18,000	18,000	27,305	152%	24,724	
Senior Center Rental	-	1,200	1,200	-	0%	-	
Aquatic Multipurpose Room Rental	-	6,400	6,400	3,505	55%	-	
Fitness Room Membership	27,716	20,000	20,000	29,471	147%	27,716	
Shade Area/Umbrella Rentals	-	21,600	21,600	6,125	28%	-	
Yoga Classes	4,807	-	-	89	0%	4,807	
Get Fit Summer Camp	7,900	16,000	16,000	14,700	92%	7,900	
Basketball Fees	29,650	44,450	44,450	36,735	83%	29,650	
Other activities	4,025	9,730	9,730	3,509	36%	4,025	
Pool Rental	2,160	3,000	3,000	1,450	48%	2,160	
Pool Memberships	653	2,280	2,280	17,494	767%	653	
Jazzercise	4,206	3,600	3,600	3,318	92%	4,206	
Green Fees	870,647	1,027,535	1,027,535	825,451	80%	870,647	
Golf Memberships	68,555	68,188	68,188	55,447	81%	68,555	
Cart Rentals	48,483	72,062	72,062	42,936	60%	48,483	
Range Fees	133,414	173,101	173,101	127,985	74%	133,414	
Golf Merchandise Sales	54,920	55,000	55,000	60,339	110%	54,920	
Gift Certificate Redeemed	410	-	-	1,292	100%	410	
Golf Course Rentals	24,043	23,266	23,266	25,550	110%	24,043	
Food and Beverage	46,314	45,771	45,771	77,591	170%	46,314	
GHIN Disabled Fees	-	1,200	1,200	-	0%	-	
Copies & Other Charges	3,129	3,000	3,000	4,440	148%	3,129	
Tree Replacement	2,875	-	-	3,335	100%	2,875	
Lien Search	18,646	15,000	15,000	23,700	158%	18,646	
Re-occupancy inspection fee	24,000	22,000	22,000	23,625	107%	24,000	
Clerk of the Court - Fines	97,667	138,000	138,000	77,440	56%	97,667	
Code Enforcement tickets	73,084	25,000	25,000	235,550	942%	73,084	
Disabled Parking tickets	8,788	11,000	11,000	3,708	34%	8,788	
Administrative Fee-Red Light hearings	17,088	15,000	15,000	22,097	147%	17,088	
Interest-CD's	16,990	10,000	10,000	7,596	76%	16,990	
Interest - Tax Collections	823	2,000	2,000	8,863	443%	823	
Rent - Metro Fire	12,191	14,000	14,000	13,192	94%	12,191	
Rent - Dade Co. Library	8,253	8,300	8,300	8,253	99%	8,253	
Rent - Bus Benches	4,509	4,400	4,400	4,539	103%	4,509	
Recreational Activities	27,890	12,000	12,000	29,100	243%	27,890	
Sprint Tower	100,090	93,000	93,000	104,218	112%	100,090	
Metro PCS	-	9,000	9,000	-	0%	-	
Surplus sale of equipment	12,589	42,220	42,220	14,052	33%	12,589	
Other Miscellaneous	35,016	30,999	30,999	31,130	100%	35,016	
Insurance Reimbursement	65,984	62,000	62,000	12,484	0%	65,984	
Code Enforcement Liens	-	4,000	4,000	5,050	126%	-	



**Chart B-Schedule of General Fund Budgeted and Actual Revenues**  
**For the Period Ending September 30, 2016**  
**(100% OF YEAR COMPLETED)**

<u>Department</u>	2014-15	FISCAL YEAR 2015-16					
	FULL YEAR ACTUAL	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AS of 9/30/16	% OF BUDGET	PRIOR YEAR AS of 9/30/15	Note
Returned check charges	200	500	500	129	26%	200	
Byrne Grant	2,793	5,000	5,000		0%	2,793	
Other Grants	-		9,500	9,485	100%		
Red Light Fines	266,383	300,000	300,000	223,962	75%	266,383	
Proceeds from lease	-		30,364	45,893	151%		
ITF -Capital Projects			98,000	98,000	100%		
ITF -Building Fund	-	252,764	252,764	203,773	81%		
ITF - Sanitation Admin Fee	470,000	470,000	470,000	470,000	100%	470,000	
ITF- Stormwater Admin Fee	60,000	60,000	60,000	60,000	100%	60,000	
<b>TOTALS &gt;&gt;&gt;</b>	<b>\$ 14,833,870</b>	<b>\$ 15,496,290</b>	<b>\$ 15,634,154</b>	<b>\$ 15,259,981</b>	<b>98%</b>	<b>\$ 14,833,870</b>	



## **II. REVENUES**

### Notes to Revenue Schedule:

- (1) Approximately 75-90% of the annual property tax assessment is collected during the months of October thru January of each fiscal year, the City invests all excess amounts until the funds are required to pay normal operating expenditures of the City.
- (2) The Building Department function was transferred from the General fund to a Special Revenue fund for FY2016.

### III) EXPENDITURES

**Chart C-Schedule of General Fund Budgeted and Projected Expenditures**  
**For the Period Ending September 30, 2016**  
**(100% OF YEAR COMPLETED)**

Department	FY2014-15 ACTUAL	FISCAL YEAR 2015-2016				NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 9/30/2016	% OF ACTUAL VS. BUDGET	
<b>General Government:</b>						
Mayor & City Council	151,831	150,271	154,417	124,240	80%	
Office of the City Manager	344,925	348,613	348,613	380,485	109%	
Office of the City Clerk	274,367	269,386	271,252	249,180	92%	
Office of the City Attorney	161,802	166,000	166,000	156,277	94%	
Human Resource Department	220,363	223,318	223,318	234,114	105%	
Finance-Administration	490,631	495,379	495,379	518,916	105%	
Finance-Professional Services	284,284	310,403	315,788	234,398	74%	
IT Department	298,319	342,002	348,346	332,374	95%	
Planning Department	71,246	84,591	84,591	61,374	73%	
Non-Departmental	-	-	-	15,900	0%	
Total General Government	2,297,768	2,389,963	2,407,704	2,307,258	96%	1
<b>Public Safety:</b>						
Police Department	6,186,463	6,377,834	6,459,288	6,213,916	96%	
Code Enforcement	642,640	172,871	173,987	216,925	125%	3
Total Public Safety	6,829,103	6,550,705	6,633,275	6,430,841	97%	1
<b>Public Works:</b>						
Public Works - Administration	376,000	371,649	413,250	421,309	102%	
Public Works - Streets	382,371	378,421	393,636	390,215	99%	
Public Works - Properties	567,440	652,845	666,345	597,097	90%	
Public Works - Building Maintenance	314,990	273,460	272,460	320,690	118%	2
Public Works - Fleet Maintenance	80,837	45,561	24,561	(757)	-3%	
Total Public Works	1,721,638	1,721,936	1,770,252	1,728,554	98%	1
<b>Parks and Recreation:</b>						
Recreation	1,312,182	1,487,508	1,731,677	1,665,138	96%	
Aquatics	107,086	176,041	190,391	205,303	108%	
Tennis	46,963	48,623	48,623	18,767	39%	
Park Maintenance	127,409	169,793	307,171	255,788	83%	
Golf Administration	19,864	18,968	18,968	18,187	96%	
Golf Pro Shop	612,323	551,787	555,687	609,068	110%	4
Golf Maintenance	1,079,343	1,154,035	1,214,410	1,169,432	96%	
Total Parks and Recreation	3,305,170	3,606,755	4,066,927	3,941,683	97%	
<b>TOTAL GENERAL FUND EXPS.</b>	14,153,679	14,269,359	14,878,158	14,408,336	97%	1
<b>Transfers to other funds</b>						
Debt Service fund	932,784	1,050,700	1,760,336	1,799,006	102%	
Capital Fund			61,609	61,609	0%	
Senior Center Fund	127,460	176,229	176,229	176,736	100%	
Total Transfers Out:	1,060,244	1,226,929	1,998,174	2,037,351	102%	1
Increase (decrease) in fund balance	127,395	-	(1,242,178)	(1,185,706)		
<b>TOTAL GENERAL FUND USES</b>	15,341,318	15,496,288	15,634,154	15,259,981	98%	

### **III. EXPENDITURES**

#### Notes to Expenditure Schedule:

- (1) All departments are within budget as of the end of the 4<sup>th</sup> Qtr FY2016. There are variances within some departments greater/less than 100%, however these fluctuations are based on seasonality and not on definite trends that will cause the department to be over budget later in the year. Any variances greater than 110% (if any) will be addressed by us herein.
- (2) Public Works Properties is at 118% of budget do to the costs incurred during the Hurricane Matthew preparations.
- (3) Code Compliance is running at 125% of budget due to the addition of a full time staff during the year.
- (4) Golf Pro Shop is running at 110% due to the additional costs incurred when the City took over food and beverage in August 2016. These costs were offset by the revenues recognized from that operation.

IV) FUNDS SUBSIDIZED BY GENERAL FUND

CHART D-CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-SENIOR CENTER  
(100% OF YEAR COMPLETED)

	FY2014-15 ACTUAL	FISCAL YEAR 2015-16			
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 9/30/2016	% OF ACTUAL VS. BUDGET
Revenues:					
USDA C-1	\$ 18,614	\$ 18,000	\$ 18,000	\$ 11,856	66%
USDA C-2	10,966	9,815	9,815	18,507	189%
Local Grants C-1	91,527	97,000	97,000	91,013	94%
Local Grants C-2	56,190	51,490	51,490	52,345	102%
Local Grants III-B	20,203	21,000	21,000	24,757	118%
LSP Grant	-	87,439	87,439	-	100%
Sales to Va Gardens	15,175	20,000	20,000	14,993	75%
Donations	1,740	-	-	4,305	100%
Total revenues	<u>278,652</u>	<u>304,744</u>	<u>304,744</u>	<u>217,776</u>	71%
Expenditures:					
Administrative Costs	167,447	179,868	179,868	196,742	109%
Catering and operating supplies	186,135	165,375	223,121	150,362	67%
Operating Costs	49,399	77,984	77,984	47,273	61%
Capital Outlay	3,131	-	-	-	0%
Total expenditures	<u>406,112</u>	<u>423,227</u>	<u>480,973</u>	<u>394,377</u>	82%
Excess (deficiency) of revenues over expenditures	<u>(127,460)</u>	<u>(118,483)</u>	<u>(176,229)</u>	<u>(176,601)</u>	100%
Other financing sources					
Transfers in	<u>127,460</u>	<u>118,483</u>	<u>176,229</u>	<u>176,736</u>	100%
Total other financing sources	<u>127,460</u>	<u>118,483</u>	<u>176,229</u>	<u>176,736</u>	100%
Net change in fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>135</u>	0%
Beginning fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 135</u>	



**CHART H-CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-SANITATION  
(100% OF YEAR COMPLETED)**

	FY2014-15 ACTUAL	FISCAL YEAR 2015-16			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 9/30/2016		
Operating revenues:						
Sanitation revenues	\$ 2,273,719	\$ 2,348,000	\$ 2,348,000	\$ 2,264,985	96%	1
Total operating revenues	<u>2,264,415</u>	<u>2,348,000</u>	<u>2,348,000</u>	<u>2,264,985</u>	96%	
Operating expenses:						
Administrative costs	1,286,203	1,332,082	1,332,082	1,328,954	100%	
Operations and maintenance	392,500	400,948	400,948	357,685	89%	
Disposal costs	695,812	770,706	770,706	677,131	88%	
Depreciation and amortization	92,635	93,000	93,000	101,090	109%	
Total operating expenses	<u>2,467,150</u>	<u>2,596,736</u>	<u>2,596,736</u>	<u>2,464,860</u>	95%	
Operating income (loss)	<u>(193,431)</u>	<u>(248,736)</u>	<u>(248,736)</u>	<u>(199,875)</u>	80%	
Nonoperating revenues (expenses):						
Interest income	1,075	-	-	3,667		
Interest expense and fees	(5,437)	(8,000)	(8,000)	(9,053)	113%	
Total nonoperating revenues (expenses)	<u>(4,362)</u>	<u>(8,000)</u>	<u>(8,000)</u>	<u>(5,386)</u>	67%	
Income (Loss) before transfers	<u>(197,794)</u>	<u>(256,736)</u>	<u>(256,736)</u>	<u>(205,261)</u>	80%	
Change in net assets	<u>(197,794)</u>	<u>(256,736)</u>	<u>(256,736)</u>	<u>(205,261)</u>	80%	1
<b>Total net assets, October 1</b>	<u>462,338</u>	<u>264,545</u>	<u>264,545</u>	<u>264,545</u>		
<b>Total net assets, September 30</b>	<u>\$ 264,545</u>	<u>\$ 7,809</u>	<u>\$ 7,809</u>	<u>\$ 59,284</u>		

**Note:**

Collection of 90% of revenues is a result of the trash bills now being a part of the property tax bill which is mostly collected between October and March of each fiscal year.

**CHART I-CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-STORMWATER  
FOR THE PERIOD ENDING SEPTEMBER 30, 2016  
(100% OF YEAR COMPLETED)**

	FY2014-15 ACTUAL	FISCAL YEAR 2015-16			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 9/30/2016		
Operating revenues:						
Residential Class I	\$ 247,362	\$ 250,000	\$ 250,000	\$ 251,716	101%	
Grant funds	-	-	500,000	469,635	94%	
Total operating revenues	<u>247,362</u>	<u>250,000</u>	<u>750,000</u>	<u>721,351</u>	96%	
Operating expenses:						
Administrative costs	209,573	209,758	209,758	173,194	83%	
Operations and maintenance	136,064	172,391	172,391	115,313	67%	
Depreciation and amortization	178,759	178,000	178,000	184,623	104%	
Total operating expenses	<u>524,396</u>	<u>560,149</u>	<u>560,149</u>	<u>473,130</u>	84%	
Operating income (loss)	<u>(277,034)</u>	<u>(310,149)</u>	<u>189,851</u>	<u>248,221</u>	131%	
Nonoperating revenues (expenses):						
Interest & other income	-	500	500	-	0%	
Interest expense and fees	(326)	(900)	(900)	(153)	17%	
Total nonoperating revenues (exp)	<u>(326)</u>	<u>(400)</u>	<u>(400)</u>	<u>(153)</u>	38%	
Income (Loss) before transfers	(277,360)	(310,549)	189,451	248,068	131%	
Change in net assets	<u>(277,360)</u>	<u>(310,549)</u>	<u>189,451</u>	<u>248,068</u>	131%	
<b>Total net assets, October 1</b>	<u>2,451,804</u>	<u>2,174,445</u>	<u>2,174,445</u>	<u>2,174,445</u>		
<b>Total net assets, September 30</b>	<u><b>\$ 2,174,445</b></u>	<u><b>\$ 1,863,896</b></u>	<u><b>\$ 2,363,896</b></u>	<u><b>\$ 2,422,513</b></u>		

**Notes:**

**CITY OF MIAMI SPRINGS  
INVESTMENT SCHEDULE  
Sep-16**

<u>Institution</u>	<u>Acct#</u>	<u>Principal Amount</u>
Sabadell United Bank		\$ 1,264,926.84
<b><i>Subtotal Sabadell United Bank</i></b>		<b><i>\$ 1,264,926.84</i></b>
BB&T Money Market		\$ 287,861.94
<b><i>Subtotal BB&amp;T</i></b>		<b><i>\$ 287,861.94</i></b>
<b>Total all investments</b>		<b><i>\$ 1,552,788.78</i></b>

**CASH ON HAND-OPERATING ACCOUNTS:**

<i>BB&amp;T Cash on hand-Operating Acct</i>	295,540.00
<b>Total Cash on hand as of 9/30/2015</b>	<b><i>\$295,540.00</i></b>
<b><i>Total Investments and cash on hand</i></b>	<b><i>\$ 1,848,328.78</i></b>

**RESTRICTED CASH:**

BB&T LETF OPERATING ACCOUNT	\$ 383,806.00
(Law Enforcement Trust-restricted)	<b><i>\$ 383,806.00</i></b>

**Chart K-Schedule of Recreation Department Operations**  
**Period Ending September 30, 2016**  
**(100% OF YEAR COMPLETED)**

	Administrative	Pool	Tennis	Maintenance	YTD as of 9/30/2016	YTD as of 9/30/2015
<b>Charges for Services:</b>						
Summer Camp	\$ 149,590				\$ 149,590	\$ 164,275
After School Care	54,981				54,981	43,780
Water Polo/Aquatics Teams					-	4,373
Swimming Pool Admissions		27,812			27,812	2,700
Pool rental		1,450			1,450	2,160
Swim lessons		25,965			25,965	-
Annual Daddy/Daughter Dance	6,206				6,206	4,843
MultiPurpose Room Rental		3,505			3,505	-
16x16 shade area rental		4,935			4,935	-
Umbrella rental		1,190			1,190	-
Vending Machines	2,062				2,062	2,311
Fitness room membership	29,471				29,471	27,716
Pool memberships		17,494			17,494	653
Fireworks VG	3,000				3,000	3,000
Get Fit Camp	14,700				14,700	7,900
Pelican Playhouse	5,333				5,333	8,805
Rental-recreational Facilities	29,100				29,100	27,890
Basketball Program	36,735				36,735	29,650
Jazzercise Classes	3,318				3,318	4,206
Xmas at the gazebo	506	-			506	-
Yoga classes	89				89	4,807
Other activities	3,002				3,002	4,025
<b>Total Fees Collected</b>	<b>338,093</b>	<b>82,351</b>	<b>-</b>	<b>-</b>	<b>420,444</b>	<b>343,094</b>
<b>Expenditures:</b>						
Personnel	729,753	143,635		47,748	921,136	815,735
Operating costs	603,455	56,801	18,767	183,025	862,048	686,150
Capital outlay	331,930	4,867		25,015	361,812	91,754
<b>Total expenditures</b>	<b>1,665,138</b>	<b>205,303</b>	<b>18,767</b>	<b>255,788</b>	<b>2,144,996</b>	<b>1,593,639</b>
<b>Excess exp. over charges for services</b>	<b>\$ (1,327,045)</b>	<b>\$ (122,952)</b>	<b>\$ (18,767)</b>	<b>\$ (255,788)</b>	<b>\$ (1,724,552)</b>	<b>\$ 1,250,545</b>
<b>Percentage of operating expenditures(net of cap ex) collected in fees</b>					<b>23.6%</b>	<b>22.8%</b>
<b>Percentage of Aquatic Center operating expenditures(net of cap ex) collected in fees</b>						<b>41.1%</b>
<b>NOTES TO STATEMENTS:</b>						



VIII) OTHER FUNDS

CHART L-CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-ROAD & TRANSPORTATION  
(100% OF YEAR COMPLETED)

	FY2014-15 ACTUAL	FISCAL YEAR 2015-16			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 9/30/2016		
Revenues:						
Peoples Transportation Tax	547,964	531,333	531,333	568,229	107%	
Charges for services	17,136	17,200	17,200	20,706	100%	
Misc Revenues-Interest	84	-	-	-	100%	
Total revenues	565,184	548,533	548,533	588,935	107%	
Expenditures:						
Administrative	85,599	78,457	88,333	96,476	109%	
Contractual/Professional Services	142,663	175,938	175,938	142,275	81%	
Repairs and maintenance	368,168	276,283	297,200	353,426	119%	
Operating Supplies/Road Materials	1,290	576	1,000	1,787	179%	
Capital Outlay-Improvements	20,041	149,230	149,230	23,305	16%	
Capital Outlay-Machinery	22,763	-	-	-	0%	
Total expenditures	640,524	680,484	711,701	617,269	87%	
Excess (deficiency) of revenues over expenditures	(75,340)	(131,951)	(163,168)	(28,334)	17%	
Net change in fund balance	(75,340)	(131,951)	(163,168)	(28,334)		
Beginning fund balance	137,908	62,568	62,568	62,568		
Ending fund balance	\$ 62,568	\$ (69,383)	\$ (100,600)	\$ 34,234		

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VIII) OTHER FUNDS

CHART M-CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-BUILDING OPERATIONS  
(100% OF YEAR COMPLETED)

	FY2014-15 ACTUAL	FISCAL YEAR 2015-16			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 9/30/2016		
Revenues:						
Building Permits	\$ 108,265	\$ 295,196	\$ 295,196	\$ 135,600	46%	
Electrical Permits	59,335	75,000	75,000	47,115	63%	
Plumbing Permits	31,218	50,000	50,000	30,702	61%	
Roofing Permits	77,058	60,000	60,000	92,186	154%	
Mechanical Permits	27,656	20,000	20,000	48,703	244%	
Certification of Completions	1,625	2,000	2,000	1,780	89%	
Structural Permits	23,256	20,000	20,000	28,602	143%	
Other Permits	223,628	196,000	196,000	233,506	119%	
Total revenues	552,041	718,196	718,196	618,194	86%	
Expenditures:						
Administrative	549,515	593,747	593,747	510,625	86%	
Contractual/Professional Services	138,341	95,000	95,000	77,098	81%	
Operating expenses	38,323	29,449	29,449	30,471	103%	
Total expenditures	726,179	718,196	718,196	618,194	86%	
Excess (deficiency) of revenues over expenditures	(174,138)	-	-	-		
Net change in fund balance	(174,138)	-	-	-		
Beginning fund balance	174,138	-	-	-		
Ending fund balance	\$ -	\$ -	\$ -	\$ -		

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-LAW ENFORCEMENT TRUST FUND  
(100% OF YEAR COMPLETED)**

	FY2014-15 <u>ACTUAL</u>	FISCAL YEAR 2015-16			<u>% OF ACTUAL VS. BUDGET</u>	<u>NOTES</u>
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 9/30/2016</u>		
Revenues:						
Fines and Forfeitures	3,200	-	-	72,943	100%	
Interest Income	<u>1,373</u>	<u>1,500</u>	<u>1,500</u>	<u>-</u>	0%	
Total revenues	<u>4,573</u>	<u>1,500</u>	<u>1,500</u>	<u>72,943</u>	4863%	
Expenditures:						
Administration Expenses	58,429	100,451	140,031	98,542	70%	
Police education	595	30,000	30,000	16,704	56%	
Capital Outlay	<u>-</u>	<u>1,500</u>	<u>1,500</u>	<u>-</u>	0%	
Total expenditures	<u>257,506</u>	<u>131,951</u>	<u>171,531</u>	<u>115,246</u>	67%	
Excess (deficiency) of revenues over expenditures	<u>(252,933)</u>	<u>(130,451)</u>	<u>(170,031)</u>	<u>(42,303)</u>	25%	
Net change in fund balance	(252,933)	(130,451)	(170,031)	<b>(42,303)</b>		
Beginning fund balance	<u>682,996</u>	<u>430,063</u>	<u>430,063</u>	<u>430,063</u>		
<b>Ending fund balance</b>	<b><u>\$ 430,063</u></b>	<b><u>\$ 299,612</u></b>	<b><u>\$ 260,032</u></b>	<b><u>\$ 387,760</u></b>		

# VIII) OTHER FUNDS

## CITY OF MIAMI SPRINGS ACTUAL VS BUDGET REPORT-CAPITAL FUND (100% OF YEAR COMPLETED)

	FY2014-15 ACTUAL	FISCAL YEAR 2015-16				NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 9/30/2016	% OF ACTUAL VS. BUDGET	
Revenues:						
Intergovernmental	\$ -	\$ -	\$ -	\$ 213,580	0%	
Interest and Other Income	1,788	-	-	2,140	0%	
Total revenues	1,788	-	-	215,720	100%	
Expenditures:						
General government	711	-	-	9,080	0%	
Capital Outlay	2,035,304	-	4,541,790	4,032,539	89%	
Total expenditures	2,036,015	-	4,541,790	4,041,619	89%	
Excess (deficiency) of revenues over expenditures	(2,034,227)	-	(4,541,790)	(3,825,899)	84%	
Other financing sources						
Issuance of Debt	5,586,998	-	-	-	0%	
Transfers out	-	-	-	(98,000)		
Transfers in	-	-	-	61,609	0%	
Total other financing sources	5,586,998	-	-	(36,391)	#DIV/0!	
Net change in fund balance	3,552,771	-	(4,541,790)	(3,862,290)	85%	
Beginning fund balance	495,298	-	4,048,069	4,097,181		
Ending fund balance	4,048,069	-	(493,721)	\$ 234,891		



VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-DEBT SERVICE FUND  
(100% OF YEAR COMPLETED)**

	FY2014-15 <u>ACTUAL</u>	FISCAL YEAR 2015-16			% OF ACTUAL VS. BUDGET	<u>NOTES</u>
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 9/30/2016</u>		
Expenditures:						
Principal Payments	2,707,671	896,519	1,606,155	1,620,766	101%	
Interest Payments	208,497	284,373	284,373	311,927	110%	
Administrative	-	-	-	350	0%	
Total expenditures	<u>2,916,168</u>	<u>1,180,892</u>	<u>1,890,528</u>	<u>1,933,043</u>	102%	
Excess (deficiency) of revenues over expenditures	<u>(2,916,168)</u>	<u>(1,180,892)</u>	<u>(1,890,528)</u>	<u>(1,933,043)</u>	102%	
Other financing sources						
Transfers in	<u>932,784</u>	<u>1,180,892</u>	<u>1,890,528</u>	<u>1,929,199</u>	102%	
Total other financing sources	<u>2,919,517</u>	<u>1,180,892</u>	<u>1,890,528</u>	<u>1,929,199</u>	102%	
Net change in fund balance	<u>3,349</u>	<u>-</u>	<u>-</u>	<u>(3,844)</u>	100%	
Beginning fund balance	<u>496</u>	<u>3,844</u>	<u>3,844</u>	<u>3,844</u>		
<b>Ending fund balance</b>	<u>3,844</u>	<u>3,844</u>	<u>3,844</u>	<u>\$ -</u>	100%	

**CITY OF MIAMI SPRINGS  
PROPOSED GENERAL FUND BALANCE DESIGNATIONS  
PROJECTED FISCAL YEAR 2015-2016**

<u>DESIGNATION</u>	<u>Actual Balance 9/30/2015</u>	<u>FY2015-16</u>		<u>Projected Balance 9/30/2016</u>
		<u>Additions</u>	<u>Reductions</u>	
1) Additional Contingency-Hurricane Costs (over and above the 25% reserve requirement)	-	0		-
2) Council Studio for televising meetings	4,146		(4,146)	-
3) Racquetball court maintenance	-		-	-
4) Renovation of two restrooms on golf course	35,000		-35000	-
5) Tot Lot playground	90,000	41,000	-131000	- C
6) Mold cleaning/treatment Community Center	47,156	(18,437)	-28719	-
7) Golf Phase I Derm/RER paving/Roll down doors fertilizer storage	7,312		-7312	-
11) New Senior Center Building	150,000	-	0	150,000
12) Stripping/cleaning Senior Center floors	1,800		-1800	-
13) Police-Point Blank active shooter kits	17,700	(3,615)	-14085	-
14) Police Paraclete MICH ballistic helmet	15,400	(675)	-14725	-
15) Police-AVON C50 first responder gas mask	17,505		-17505	-
15) Six laptops	-	14,326	-14326	-
15) Remodeling of squad room		2,940	-2940	-
16) Police Automatic license plate reader	20,980		-20980	-
17) CMI Parking Lot Project	61,609	-	-61609	- C
18) Defibrillators	8,520	-	-8520	-
19) Payoff Golf Course Debt	709,636	-	-709636	- C
	-			-
	-	-	-	-
<b>Total proposed designations</b>	<b>\$1,186,764</b>	<b>\$ 35,539</b>	<b>\$ (1,072,303)</b>	<b>\$ 150,000</b>
<b>Total Available Fund Balance</b>	<b>4,391,041</b>	<b>35,539</b>	<b>(1,072,303)</b>	<b>3,205,535</b>
<b>Unrestricted, Undesignated fund Balance</b>	<b>3,204,277</b>			<b>3,055,535</b>
<b>25% of FY15-16 Operating expenditures.....</b>				<b>\$ 3,500,000</b>
<b>Excess(deficit) funds available for designation</b>				<b>\$ (444,465)</b>

CITY OF MIAMI SPRINGS  
HISTORY OF RESERVES  
FY2003 thru FY2016

	FY2003	FY2004	FY2005	FY2006	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY 2013	FY2014	FY2015	FY20163
Beginning Balance	\$ (300,176)	\$ 853,643	\$ 2,889,407	\$ 3,015,292	\$ 4,218,574	\$ 5,611,002	\$ 6,664,392	\$ 8,421,317	\$ 6,299,906	\$ 4,903,778	\$ 4,394,463	\$ 3,692,341	\$ 4,263,646	\$ 4,391,041
Additions(subtractions):														
Water and Sewer Surplus							760,000							
Additional FEMA Reimbursement							593,037							
Budget savings	1,153,819	2,035,764	125,885	1,203,282	1,392,428	1,053,390	403,888			-	-	620,305	185,161	42,160
Uses:														
Curtis Mansion									(475,000)					
Pool deck shoring												(49,000)		
Appropriated to balance budget									(496,000)	(287,407)	(383,016)	-	-	-
Encumbrances rolled forward from prior year														(142,788)
Golf Course Irrigation								(1,100,000)						
Use Water and Sewer surplus to lower millage								(760,000)						
Misc Uses								(106,210)	(59,232)	(15,958)				-
Calvin Giordano								(155,201)		(3,500)				
Recreation Improvements/other costs									(231,785)	(70,802)				
City Hall Elevator									(52,276)					
Building and Code Staff Additions									(46,530)					
City Hall Fire Alarm System									(35,305)					
August 2012 Election										(25,000)				
Police laptops													(8,000)	
City Hall A/C Repair													(10,400)	
Lower police pension contributions													(10,866)	
City Hall Roof													(22,000)	
Legal Trademark Work										(10,000)				
Legal-Adult regulation										(15,000)				
PBA Attorney										(20,000)				
Golf Course awning													(6,500)	
Pension attorney										(40,000)				
Monthly Newsletters										(21,648)				
Country Club Roof											(60,120)	-	-	
Pool Improvements											(58,000)	-	-	
Golf Course Improvements											(172,226)	-	-	
Storage Tank Golf Course-DERM'											(25,760)	-	-	
Westward Median											(3,000)	-	-	
Golf Note payoff														(709,636)
Purchase of Police laptops and license plate readers														(64,017)
Renovation of Police Squad room/defibrillator purchase														(11,460)
Renovation of GC restroom/roll down doors														(33,602)
Funding to complete CMI parking lot														(61,609)
Funding to webcast Council meetings														(4,146)
Prince Field tot lot														(131,000)
Mold remediation Comm Center														(28,719)
Funding additional costs of field maintenance RFP														(19,601)
Sand Pro Purchase														(15,530)
Stafford Pavillion change order														(5,558)
Total additions and uses	1,153,819	2,035,764	125,885	1,203,282	1,392,428	1,053,390	1,756,925	(2,121,411)	(1,396,128)	(509,315)	(702,122)	571,305	127,395	(1,185,506)
Reserved Fund Balance(25% policy)	n/a	2,583,581	2,970,119	3,227,943	3,128,596	3,106,162	3,539,463	3,447,673	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,055,535
Ending Designated (Discretionary) Fund Balance	\$ 853,643	\$ 305,826	\$ 45,173	\$ 990,631	\$ 2,482,406	\$ 3,558,230	\$ 4,881,854	\$ 2,852,233	\$ 1,403,778	\$ 894,463	\$ 192,341	\$ 763,646	\$ 891,041	\$ 150,000

# CITY OF MIAMI SPRINGS



Finance Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5014  
Fax: (305) 805-5037

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

**FR:** William Alonso, CPA, CGFO, City Manager

**DATE:** December 12, 2016

**SUBJECT:** Golf Course (UNAUDITED) Financials for the Fiscal Year ended September 30, 2016

Attached hereto are the unaudited financial reports for the Golf Course Fund for the fiscal year ended September 30, 2016. As in the past, the report is divided into three sections as follows: 1) Section A is a comparative profit and loss statement for the fiscal year ended September 30, 2016 for fiscal years 2016, 2015, and 2014. 2) Section B is a fiscal year-to-date actual to budget comparison for FY2016. 3) Section C is the FY 2016 year-to-date rounds report.

## Key Financial Indicators

The following are key year-to-date indicators from pages A-1, A-2, and C-1 of the attached report.

	<u>Ending</u> <u>9/30/2016</u>	<u>Ending</u> <u>9/30/2015</u>	<u>% Change</u> <u>From 9/30/15</u>	<u>Ending</u> <u>9/30/2014</u>	<u>% Change</u> <u>From 9/30/2014</u>
<b><u>Golf Operations:</u></b>					
Total Revenues	1,216,591	1,246,786	-2.4%	1,152,605	5.6%
Operating Profit (Loss)	(386,089)	(435,608)	-11.4%	(651,105)	-40.7%
Profit(Loss)including non-golf costs	(549,736)	(595,338)	-7.7%	(863,959)	-36.4%
Pro Shop Costs	606,616	609,550	-0.5%	618,974	-2.0%
Maintenance Costs	996,064	1,072,844	-7.2%	1,184,736	-15.9%
Total Rounds Played	26,065	29,404	-11.4%	29,609	-12.0%
Total Greens Revenues	869,679	919,540	-5.4%	859,819	1.1%
Average per Round	34.30	32.95	4.1%	31.04	10.5%
Memberships Sold	55,447	68,555	-19.1%	65,380	-15.2%
Driving Range revenues	127,985	133,414	-4.1%	135,504	-5.5%



**Key Financial Indicators (continued)**

As you can see from this matrix, the golf revenues decreased by 2.4% from the prior year and increased 5.6% from FY2014, rounds are down by 11.4%, and driving range revenues are down 4.1%. Memberships sold are approx. 19.1% less than the prior year. These decreases in revenue are mainly due to the bad weather experienced during the first and second quarters.

On the cost side, YTD maintenance costs are down 7.2% from last year. Pro shop costs are also down 0.5% from last year. The operating loss is \$386,089 compared to a loss of \$435,608 last year.

The total bottom line YTD loss is \$549,736 compared to a loss of \$595,338 last year and a loss of \$863,959 for the same period of FY2014.

Page A-1 is a comparative profit and loss for the fiscal years ended 9/30/16, 9/30/15, and 9/30/14.

Page A-2 is a comparative profit and loss for the fiscal years ended 9/30/16, 9/30/15, and 9/30/14 for the pro shop operation only. The total YTD loss for the current year is \$531,549 compared to losses of \$575,474 as of 9/30/15 and \$841,065 as of 9/30/14.

Page B-1 provides an actual to budget comparison for the current fiscal year.

Page C-1 is an analysis of rounds played for the first nine months of the year shows a 11.4% decrease in rounds played and a corresponding 2.4% decrease in total revenues. Our average per round is \$34.30 compared to \$32.95 for the same period last year. We have a total of 26,065 rounds played for the fiscal year ended 9/30/2016 compared to 29,404 for the prior fiscal year.

**CITY OF MIAMI SPRINGS, FLORIDA  
ACTUAL VS ACTUAL-PRO SHOP OPERATIONS  
FOR THE PERIOD ENDING:**

	<u>6/30/2016</u>	<u>6/30/2015</u>	<u>6/30/2014</u>
<b>TOTAL PRO-SHOP AND GOLF COURSE- REVENUES</b>	<u>1,216,591</u>	<u>1,246,786</u>	<u>1,152,605</u>
<b>TOTAL PERSONNEL SERVICES</b>	332,443	341,772	366,010
<b>TOTAL OPERATING EXPENDITURES</b>	<u>1,270,237</u>	<u>1,340,622</u>	<u>1,437,700</u>
<b>TOTAL MANAGEMENT OPERATING EXPENDITURES</b>	<u>1,602,680</u>	<u>1,682,394</u>	<u>1,803,710</u>
<b>NET MANAGEMENT EXCESS OF EXP. OVER REV.</b>	<u>(386,089)</u>	<u>(435,608)</u>	<u>(651,105)</u>

**OTHER COSTS ASSOCIATED WITH OPERATIONS OF THE GOLF COURSE:**

<b>ADMINISTRATIVE EXPENSES</b>	18,187	19,864	22,894
<b>PROCEEDS FROM DEBT - MAINTENANCE</b>	(30,364)	-	(623,843)
<b>IMPROVEMENTS O/T BUILDINGS - MAINTENANCE</b>	12,812		
<b>IMPROVEMENTS O/T BUILDINGS</b>	600	6,500	
<b>DEBT SERVICE PAYMENT-MAINTENANCE</b>	130,193	130,595	160,155
<b>MACHINERY &amp; EQUIPMENT</b>	1,855	-	-
<b>MACHINERY &amp; EQUIPMENT-MAINTENANCE</b>	<u>30,364</u>	<u>-</u>	<u>653,648</u>
<b>TOTAL OTHER COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP</b>	<u>163,647</u>	<u>159,730</u>	<u>212,854</u>
<b>EXCESS EXPENDITURES OVER REVENUES</b>	<u>\$ (549,736)</u>	<u>\$ (595,338)</u>	<u>\$ (863,959)</u>

**CITY OF MIAMI SPRINGS, FLORIDA  
ACTUAL VS ACTUAL-PRO SHOP OPERATIONS  
FOR THE PERIOD ENDING:**

	<u>9/30/2016</u>	<u>9/30/2015</u>	<u>9/30/2014</u>
<b>REVENUES</b>			
GREEN FEES	\$ 826,743	\$ 871,057	\$ 808,179
MEMBERSHIPS	55,447	68,555	65,380
CART REVENUES	42,936	48,483	51,640
RANGE FEES	127,985	133,414	135,504
GOLF - OTHER REVENUES	25,550	70,357	36,057
MERCHANDISE SALES	137,930	54,920	55,845
<b>TOTAL PRO SHOP REVENUES</b>	<u><b>1,216,591</b></u>	<u><b>1,246,786</b></u>	<u><b>1,152,605</b></u>
<b>PERSONNEL EXPENSES</b>			
REGULAR SALARIES	135,153	134,160	170,331
PART TIME SALARIES	131,462	140,353	122,855
OVERTIME	820	4	-
FICA TAXES	23,114	20,998	22,424
PENSION	13,561	16,886	21,756
MEDICAL INSURANCE	20,497	22,802	24,871
WORKER'S COMPENSATION	7,836	6,569	3,773
<b>TOTAL PERSONNEL SERVICES</b>	<u><b>332,443</b></u>	<u><b>341,772</b></u>	<u><b>366,010</b></u>
<b>OPERATING EXPENSES</b>			
CONTRACTUAL SERVICES	10,437	2,903	8,462
RENTALS AND LEASES	58,613	56,212	57,150
REPAIRS AND MAINTENANCE	8,511	4,491	1,633
PRINTING AND BINDING	6,154	4,322	5,294
PROMOTIONS & ADVERTISING	31,975	33,598	34,695
OTHER CHARGES - BANK & CREDIT CARD CHARGES	17,142	23,832	23,639
OPERATING SUPPLIES	8,086	6,481	5,887
UTILITY SERVICES-ELECTRICITY	17,376	18,609	17,411
UTILITY SERVICES-WATER	573	543	2,087
LIABILITY INSURANCE	16,115	16,428	12,428
TELECOMMUNICATIONS	11,606	11,821	11,285
MERCHANDISE	69,366	73,088	60,945
DRIVING RANGE	12,089	9,238	9,952
OFFICE SUPPLIES	2,762	2,211	326
DUES AND MEMBERSHIPS	3,368	2,070	1,770
ADMINISTRATIVE EXPENSES (SHARED @ 50%)	-	1,931	-
<b>MAINTENANCE (Department Total)</b>	<u>996,064</u>	<u>1,072,844</u>	<u>1,184,736</u>
<b>TOTAL OPERATING EXPENDITURES</b>	<u><b>1,270,237</b></u>	<u><b>1,340,622</b></u>	<u><b>1,437,700</b></u>
<b>TOTAL PRO SHOP OPERATION EXPENDITURES</b>	<u><b>1,602,680</b></u>	<u><b>1,682,394</b></u>	<u><b>1,803,710</b></u>
<b>OPERATING PROFIT (LOSS) BEFORE OTHER COSTS</b>	<u><b>(386,089)</b></u>	<u><b>435,608</b></u>	<u><b>(651,105)</b></u>
<b>OTHER COSTS ASSOCIATED WITH OPERATIONS OF THE PRO-SHOP</b>			
DEBT SERVICE PAYMENT-MAINTENANCE	130,193	130,595	160,155
MACHINERY & EQUIPMENT-MAINTENANCE	30,364	-	653,648
PROCEEDS FROM DEBT -MAINTENANCE	(30,364)	-	(623,843)
MACHINERY & EQUIPMENT	1,855	-	-
IMPROVEMENT O/T BUILDINGS -MAINTENANCE	12,812	6,500	-
IMPROVEMENT O/T BUILDINGS	600	-	-
<b>TOTAL OTHER COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP</b>	<u><b>145,460</b></u>	<u><b>139,866</b></u>	<u><b>189,960</b></u>
<b>NET PROFIT (LOSS)</b>	<u><b>\$ (531,549)</b></u>	<u><b>\$ (575,474)</b></u>	<u><b>\$ (841,065)</b></u>

**CITY OF MIAMI SPRINGS, FLORIDA  
GOLF COURSE  
ACTUAL VS ACTUAL- MAINTENANCE EXPENSES  
FOR THE PERIOD ENDING:**

**MAINTENANCE**

	<u>9/30/2016</u>	<u>9/30/2015</u>	<u>9/30/2014</u>
<b>PERSONAL SERVICES</b>			
REGULAR SALARIES	\$ 136,803	\$ 69,663	\$ 68,261
PAYROLL TAXES	10,120	5,048	4,982
PENSION	15,925	10,602	10,248
MEDICAL INSURANCE	21,834	11,861	9,982
WORKER'S COMPENSATION	4,956	2,027	1,076
<b>TOTAL PERSONAL SERVICES</b>	<u>189,638</u>	<u>99,200</u>	<u>94,549</u>
<b>OPERATING EXPENSES</b>			
PROFESSIONAL SERVICES	19,542	10,825	31,290
CONTRACTUAL SERVICES	344,588	434,068	430,558
REPAIRS AND MAINTENANCE	109,986	112,867	186,336
UTILITY SERVICES-ELECTRICITY	23,693	26,478	23,505
UTILITY SERVICES-WATER	11,605	9,075	5,487
OPERATING SUPPLIES	216,555	246,363	283,594
FUEL, OILS, LUBRICANTS	46,548	62,613	63,056
LIABILITY INSURANCE	14,220	12,612	9,182
TELECOMMUNICATIONS	670	349	957
DUES AND SUBSCRIPTIONS	620	785	710
EDUCATION AND TRAINING	3,818	3,840	2,833
UNIFORMS	914	-	3,316
RENTALS AND LEASES	13,667	49,775	49,363
<b>TOTAL OPERATING EXPENSES :</b>	<u>806,426</u>	<u>973,644</u>	<u>1,090,187</u>
 IMPROVEMENT O/T BUILDINGS	12,812	6,500	-
MACHINERY AND EQUIPMENT	30,364	-	653,648
<b>TOTAL CAPITAL OUTLAY :</b>	<u>43,176</u>	<u>6,500</u>	<u>653,648</u>
 PRINCIPAL PAYMENTS	130,193	130,595	160,155
PROCEEDS FROM DEBT -MAINTENANCE	(30,364)	-	(623,843)
<b>TOTAL DEBT SERVICE</b>	<u>99,829</u>	<u>130,595</u>	<u>(463,688)</u>
<b>TOTAL MAINTENANCE</b>	<u>\$ 1,139,069</u>	<u>\$ 1,209,939</u>	<u>\$ 1,374,696</u>



CITY OF MIAMI SPRINGS, FLORIDA  
GOLF COURSE  
ACTUAL VS ACTUAL- ADMINISTRATION EXPENSES  
FOR THE PRIOD ENDING:

**ADMINISTRATION**

	<u>9/30/2016</u>	<u>9/30/2015</u>	<u>9/30/2014</u>
<b>OPERATING EXPENSES</b>			
UTILITY SERVICES-ELECTRICITY	7,423	9,100	10,102
RISK MANAGEMENT	10,764	10,764	12,792
<b>TOTAL OPERATING EXPENSES :</b>	<u>18,187</u>	<u>19,864</u>	<u>22,894</u>
<b>TOTAL ADMINISTRATION</b>	<u><b>\$ 18,187</b></u>	<u><b>\$ 19,864</b></u>	<u><b>\$ 22,894</b></u>

CITY OF MIAMI SPRINGS, FLORIDA  
GOLF & COUNTRY CLUB  
ACTUAL VERSUS BUDGET  
FOR THE PERIOD ENDING 9/30/16

	YTD <u>Actual</u>	YTD <u>Budget</u>	Variance Positive (Negative)
TOTAL PRO-SHOP- REVENUES	<u>1,216,591</u>	<u>1,464,923</u>	<u>(248,332)</u>
TOTAL OPERATING EXPENDITURES	<u>1,602,680</u>	<u>1,574,038</u>	<u>(28,642)</u>
OPERATING PROFIT (LOSS) BEFORE CAPITAL EXPENDITURES AND DEBT SERVICE PAYMENTS	<u>(386,089)</u>	<u>(109,115)</u>	<u>(276,974)</u>
<u>OTHER REVENUES, TRANSFERS, AND EXPENDITURES:</u>			
DEBT SERVICE PAYMENT-MAINTENANCE	130,193	130,193	-
PROCEEDS FROM DEBT -MAINTENANCE	(30,364)	(30,364)	-
MACHINERY & EQUIPMENT-MAINTENANCE	30,364	30,364	-
MACHINERY & EQUIPMENT	1,855	1,900	
IMPROVEMENTS O/T BUILDINGS-MAINTENANCE	12,812	33,002	20,190
IMPROVEMENTS O/T BUILDINGS	<u>600</u>	<u>600</u>	<u>-</u>
TOTAL CAPITAL EXPENDITURES AND DEBT SERVICE PAYMENTS	<u>145,460</u>	<u>165,695</u>	<u>20,235</u>
OPERATING PROFIT (LOSS) BEFORE NON-OPERATING COSTS	<u>(531,549)</u>	<u>(274,810)</u>	<u>(256,739)</u>
<u>NON-OPERATING COSTS:</u>			
CITY ADMINISTRATIVE EXPENSES	<u>18,187</u>	<u>18,968</u>	<u>781</u>
TOTAL OTHER NON-OPERATING COSTS	<u>18,187</u>	<u>18,968</u>	<u>781</u>
OPERATING PROFIT (LOSS)	<u>\$ (549,736)</u>	<u>\$ (293,778)</u>	<u>\$ (255,958)</u>

**CITY OF MIAMI SPRINGS, FLORIDA  
ACTUAL VS BUDGET-PRO SHOP OPERATIONS  
FOR THE PERIOD ENDING 9/30/2016**

	<b>YTD ACTUAL</b>	<b>YTD BUDGET</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
GREEN FEES	\$ 826,743	\$ 1,027,535	\$ (200,792)
MEMBERSHIPS	55,447	68,188	(12,741)
CART REVENUES	42,936	72,062	(29,126)
RANGE FEES	127,985	173,101	(45,116)
GOLF - OTHER REVENUES	25,550	23,266	2,284
MERCHANDISE SALES	137,930	100,771	37,159
<b>TOTAL PRO SHOP REVENUES</b>	<b>1,216,591</b>	<b>1,464,923</b>	<b>(248,332)</b>
<b>PERSONNEL EXPENSES</b>			
REGULAR SALARIES	135,153	134,344	(809)
PART TIME SALARIES	131,462	91,462	(40,000)
OVERTIME	820	-	(820)
FICA TAXES	23,114	16,525	(6,589)
PENSION	13,561	13,045	(516)
MEDICAL INSURANCE	20,497	19,123	(1,374)
WORKER'S COMPENSATION	7,836	7,835	(1)
<b>TOTAL PERSONNEL SERVICES</b>	<b>332,443</b>	<b>282,334</b>	<b>(50,109)</b>
<b>OPERATING EXPENSES</b>			
CONTRACTUAL & PROFESSIONAL SERVICES	10,437	3,100	(7,337)
RENTALS AND LEASES	58,613	59,150	537
REPAIRS AND MAINTENANCE	8,511	9,037	526
FUEL, OILS, LUBRICANTS	-	-	-
PRINTING AND BINDING	6,154	5,000	(1,154)
PROMOTIONS & ADVERTISING	31,975	32,200	225
OTHER CHARGES - BANK & CREDIT CARD CHARGES	17,142	25,000	7,858
OPERATING SUPPLIES	8,086	7,600	(486)
UTILITY SERVICES-ELECTRICITY	17,376	15,172	(2,204)
UTILITY SERVICES-WATER	573	551	(22)
LIABILITY INSURANCE	16,115	16,118	3
TELECOMMUNICATIONS	11,606	11,125	(481)
MERCHANDISE	69,366	68,049	(1,317)
DRIVING RANGE	12,089	12,800	711
OFFICE SUPPLIES	2,762	2,451	(311)
DUES AND MEMBERSHIPS	3,368	3,500	132
TRAVEL	-	-	-
<b>MAINTENANCE (Department Total)</b>	<b>996,064</b>	<b>1,020,851</b>	<b>24,787</b>
<b>TOTAL OPERATING EXPENDITURES</b>	<b>1,270,237</b>	<b>1,291,704</b>	<b>21,467</b>
<b>TOTAL PRO SHOP OPERATION EXPENDITURES</b>	<b>1,602,680</b>	<b>1,574,038</b>	<b>(28,642)</b>
<b>OPERATING PROFIT (LOSS) BEFORE OTHER COSTS</b>	<b>(386,089)</b>	<b>(109,115)</b>	<b>(276,974)</b>
<b>OTHER (REVENUES) COSTS ASSOCIATED WITH OPERATIONS OF THE PRO-SHOP</b>			
TRANSFERS TO DEBT SERVICE FUND	130,193	130,193	-
PROCEEDS FROM DEBT -MAINTENANCE	(30,364)	(30,364)	-
MACHINERY & EQUIPMENT	1,855	1,900	45
MACHINERY & EQUIPMENT-MAINTENANCE	30,364	30,364	-
IMPROVEMENT O/T BUILDINGS	600	600	-
IMPROVEMENT O/T BUILDINGS-MAINTENANCE	12,812	33,002	20,190
<b>TOTAL OTHER (REVENUES) COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP</b>	<b>145,460</b>	<b>165,695</b>	<b>20,235</b>
<b>NET PROFIT (LOSS)</b>	<b>\$ (531,549)</b>	<b>\$ (274,810)</b>	<b>\$ (256,739)</b>

**CITY OF MIAMI SPRINGS, FLORIDA  
GOLF COURSE  
ACTUAL VS BUDGET- MAINTENANCE EXPENSES  
FOR THE PERIOD ENDING 9/30/16**

<b><u>MAINTENANCE</u></b>	<b><u>YTD ACTUAL</u></b>	<b><u>YTD BUDGET</u></b>	<b><u>Variance Positive (Negative)</u></b>
<b>PERSONAL SERVICES</b>			
REGULAR SALARIES	\$ 136,803	\$ 139,528	\$ 2,725
PAYROLL TAXES	10,120	9,185	(935)
PENSION	15,925	16,744	819
MEDICAL INSURANCE	21,834	23,528	1,694
WORKER'S COMPENSATION	4,956	4,956	-
<b>TOTAL PERSONAL SERVICES</b>	<b><u>189,638</u></b>	<b><u>193,941</u></b>	<b><u>4,303</u></b>
<b>OPERATING EXPENSES</b>			
PROFESSIONAL SERVICES	19,542	20,000	458
CONTRACTUAL SERVICES	344,588	342,000	(2,588)
REPAIRS AND MAINTENANCE	109,986	116,000	6,014
UTILITY SERVICES-ELECTRICITY	23,693	22,500	(1,193)
UTILITY SERVICES-WATER	11,605	5,916	(5,689)
OPERATING SUPPLIES	216,555	219,561	3,006
FUEL, OILS, LUBRICANTS	46,548	60,000	13,452
LIABILITY INSURANCE	14,220	14,218	(2)
TELECOMMUNICATIONS	670	576	(94)
DUES AND SUBSCRIPTIONS	620	900	280
EDUCATION AND TRAINING	3,818	3,739	(79)
UNIFORMS	914	2,500	1,586
RENTALS AND LEASES	13,667	19,000	5,333
<b>TOTAL OPERATING EXPENSES :</b>	<b><u>806,426</u></b>	<b><u>826,910</u></b>	<b><u>20,484</u></b>
 IMPROVEMENT O/T BUILDINGS	 12,812	 33,002	 20,190
MACHINERY AND EQUIPMENT	30,364	30,364	-
<b>TOTAL CAPITAL OUTLAY :</b>	<b><u>43,176</u></b>	<b><u>63,366</u></b>	<b><u>20,190</u></b>
 TRANSFERS TO DEBT SERVICE FUND	 130,193	 130,193	 -
<b>PROCEEDS FROM DEBT -MAINTENANCE</b>	<b><u>(30,364)</u></b>	<b><u>(30,364)</u></b>	<b><u>-</u></b>
<b>TOTAL DEBT SERVICE</b>	<b><u>99,829</u></b>	<b><u>99,829</u></b>	<b><u>-</u></b>
<b>TOTAL MAINTENANCE</b>	<b><u>\$ 1,139,069</u></b>	<b><u>\$ 1,184,046</u></b>	<b><u>\$ 44,977</u></b>



CITY OF MIAMI SPRINGS, FLORIDA  
GOLF COURSE  
ACTUAL VS BUDGET- ADMINISTRATION EXPENSES  
FOR THE PERIOD ENDING 9/30/16

<u>ADMINISTRATION</u>	YTD <u>ACTUAL</u>	YTD <u>BUDGET</u>	Variance Positive (Negative)
OPERATING EXPENSES			
UTILITY SERVICES-ELECTRICITY	7,423	8,200	777
RISK MANAGEMENT	<u>10,764</u>	<u>10,768</u>	<u>4</u>
TOTAL OPERATING EXPENSES :	<u>18,187</u>	<u>18,968</u>	<u>781</u>
TOTAL ADMINISTRATION	<u>\$ 18,187</u>	<u>\$ 18,968</u>	<u>\$ 781</u>

**CHART E**

**MIAMI SPRINGS GOLF & COUNTRY CLUB  
ANALYSIS OF ROUNDS PLAYED  
FOR THE FISCAL YEAR ENDING:**

**GREEN & CART FEES**

TYPE
RACK RATES

	9/30/2016					9/30/2015		
	Number	%	Revenues	%	Avg Per Round	Number	Revenues	Avg Per Round
Weekend Non-Resident	24	0.1%	1,188	0.1%	49.50	334	23,221	69.52
Weekday Non-Resident	48	0.2%	3,596	0.4%	74.92	577	36,364	63.02
Weekend/Holiday Resident	2	0.0%	120	0.0%	-	242	9,725	40.19
Weekend MS?VG Resident	1,249	4.8%	45,940	5.1%	36.78	1,653	69,875	42.27
Weekday MS?VG Resident	1,875	7.2%	66,921	7.5%	35.69	1,712	59,104	34.52
Weekday Dade Resident	1,141	4.4%	46,642	5.2%	40.88	912	38,231	41.92
Weekend dade Resident	2,120	8.1%	106,395	11.9%	50.19	3,549	176,936	49.86
Weekday Resident	613	2.4%	31,137	3.5%	50.79	1,122	47,974	42.76
<b>TOTALS FOR TOP RACK RATES</b>	<b>7,072</b>	<b>27.1%</b>	<b>\$ 301,939</b>	<b>33.8%</b>	<b>\$ 42.69</b>	<b>10,101</b>	<b>\$ 461,430</b>	<b>\$ 45.68</b>
<b>SEASONAL(A); DISCOUNT(B); PROMOTIONAL RATES(C)</b>								
Twilight-Weekday	2,450	9.4%	89,468	10.0%	36.52	3,167	112,045	35.38
Twilight-Weekend	2,419	9.3%	85,569	9.6%	35.37	2,626	95,379	36.32
Shootout (C)	641	2.5%	20,792	2.3%	32.44	774	25,033	32.34
Group Rate Weekend	64	0.2%	2,560	0.3%	40.00	95	3,800	-
Public Service Employees	979	3.8%	34,910	3.9%	35.66	1,658	58,490	35.28
Spectator	-	0.0%	-	0.0%	-	741	16,183	21.84
Premier Card Weekend	986	3.8%	33,066	3.7%	33.54	974	30,176	30.98
GolfNow	3,419	13.1%	118,256	13.2%	34.59	2,964	11,236	3.79
Junior	172	0.7%	3,015	0.3%	17.53	339	6,144	18.12
Premier Card-Weekday	1,865	7.2%	46,625	5.2%	25.00	1,017	26,030	25.59
Can-Am Golf (B)	365	1.4%	14,416	1.6%	39.50	141	5,590	39.65
Weekday Resident Walking	-	0.0%	-	0.0%	-	6	185	30.83
Tax Exempt Tournament	660	2.5%	24,695	2.8%	37.42	315	15,792	50.13
Green Light	-	0.0%	-	0.0%	-	265	-	-
MS?VG Walker	-	0.0%	-	0.0%	-	19	482	25.37
<b>TOTALS FOR OTHER DISCOUNTED RACK RATES</b>	<b>14,020</b>	<b>53.8%</b>	<b>\$ 473,372</b>	<b>52.9%</b>	<b>\$ 33.76</b>	<b>15,101</b>	<b>\$ 406,565</b>	<b>\$ 26.92</b>
<b>TOTALS FOR ALL RACK RATES</b>	<b>21,092</b>	<b>80.9%</b>	<b>\$ 775,311</b>	<b>86.7%</b>	<b>\$ 36.76</b>	<b>25,202</b>	<b>\$ 867,995</b>	<b>\$ 34.44</b>
<b>Membership Activity:</b>								
Member 18 Hole cart	1,852	7.1%	43,086	4.8%	-	1,246	32,300	25.92
9-Hole Member Cart Rate	595	2.3%	17,850	2.0%	-	0	-	#DIV/0!
Trail Fee	3	0.0%	2,325	0.3%	-	0	-	0
Membership pro rated income	-	0.0%	55,447	6.2%	0	-	68,555	0
Member walk	2,523	9.7%	-	0.0%	0	2,956	-	0
<b>TOTALS FOR ALL MEMBER ROUNDS</b>	<b>4,973</b>	<b>19.1%</b>	<b>\$ 118,708</b>	<b>13.3%</b>	<b>\$ 23.87</b>	<b>4,202</b>	<b>\$ 100,855</b>	<b>\$ 24.00</b>
<b>TOTALS FOR ALL PAID ROUNDS THRU 12/31/09</b>	<b>26,065</b>	<b>100.0%</b>	<b>\$ 894,019</b>	<b>100.0%</b>	<b>\$ 34.30</b>	<b>29,404</b>	<b>\$ 968,850</b>	<b>\$ 32.95</b>
Employee Rounds	208	-	-	-	-	211	-	-
Comp rounds	33	-	-	-	-	47	-	-

**Note:**

Data from GolfTrac application with exception of Membership Pro Rated Income from HTE.