





## PUBLIC HEARING

The Miami Springs City Council will conduct a public hearing at their regular meeting on Monday, March 28, 2011, at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive, Miami Springs, Florida regarding the following, proposed ordinance:

**ORDINANCE NO. 1013-2011 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS DELETING ALL REFERENCES TO THE 36<sup>TH</sup> STREET SUB-DISTRICT OF THE AIRPORT, MARINE AND HIGHWAY BUSINESS DISTRICT CONTAINED IN ARTICLE XV AND IN CODE OF ORDINANCE SECTIONS 150-154, 150-155, 150-157, 150-158, 150-160 AND 150-161; ESTABLISHING CODE OF ORDINANCE SECTION 150-164, NW 36<sup>TH</sup> STREET DISTRICT; PROVIDING PURPOSE; PERMITTED USES; PERMISSIBLE PRINCIPAL USES AND STRUCTURES - LIMITATIONS AS TO LOCATION; ACCESSORY USES AND STRUCTURES; PERMISSIBLE ACCESSORY USES AND STRUCTURES - LIMITATIONS AS TO LOCATION; PROHIBITED USES; SETBACKS, LOT COVERAGE AND FLOOR AREA; HEIGHT LIMITATIONS; OFF-STREET PARKING AND LOADING; SPECIFIC ARCHITECTURAL DESIGN STANDARDS; REVITALIZATION SPECIALIST (RS); DEVELOPMENT REVIEW PROCEDURES; PRE APPLICATION MEETING; DEVELOPMENT REVIEW; EXEMPTIONS; FEES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; DIRECTIONS TO CODIFIERS; EFFECTIVE DATE.**

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

Magali Valls, CMC  
City Clerk

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

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

RIVER CITIES GAZETTE  
Dolphin Publishing Company  
PUBLISHED WEEKLY  
MIAMI-DADE-FLORIDA

STATE OF FLORIDA )  
COUNTY OF DADE ) ss:

Before the undersigned authority personally appeared

*Thomas D. Curtis*

who on oath says that he/she is

*Publisher*

of the River Cities Gazette, a weekly newspaper published at Miami in Dade County, Florida; that the attached copy of advertisement was published in said newspaper in the issue(s) of

*March 17th, 2011*

Affiant further says that the said the River Cities Gazette is a newspaper published at Miami, in the said Dade County, Florida, and that the said newspaper has heretofore been continuously published in said Dade County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; that the said newspaper has been entered as second class mail matter each week; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*[Signature]*

Sworn to and subscribed before me this 17<sup>th</sup> day of

March A.D. 2011

*[Signature]*

My commission Expires:

MARIA ESTEVEZ  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# DD995192  
Expires 6/18/2014



\$140.00



# CITY OF MIAMI SPRINGS PUBLIC HEARING

The Miami Springs City Council will conduct a public hearing at their regular meeting on Monday, March 28, 2011, at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive, Miami Springs, Florida regarding the following proposed ordinance:

**ORDINANCE NO. 1013-2011 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS DELETING ALL REFERENCES TO THE 36TH STREET SUB-DISTRICT OF THE AIRPORT, MARINE AND HIGHWAY BUSINESS DISTRICT CONTAINED IN ARTICLE XV AND IN CODE OF ORDINANCE SECTIONS 150-154, 150-155, 150-157, 150-158, 150-160 AND 150-161; ESTABLISHING CODE OF ORDINANCE SECTION 150-164, NW 36TH STREET DISTRICT; PROVIDING PURPOSE; PERMITTED USES; PERMISSIBLE PRINCIPAL USES AND STRUCTURES - LIMITATIONS AS TO LOCATION; ACCESSORY USES AND STRUCTURES - PERMISSIBLE ACCESSORY USES AND STRUCTURES - LIMITATIONS AS TO LOCATION; PROHIBITED USES; SETBACKS, LOT COVERAGE AND FLOOR AREA; HEIGHT LIMITATIONS; OFF-STREET PARKING AND LOADING; SPECIFIC ARCHITECTURAL DESIGN STANDARDS; REVITALIZATION SPECIALIST (RS); DEVELOPMENT REVIEW PROCEDURES; PRE APPLICATION MEETING; DEVELOPMENT REVIEW; EXEMPTIONS; FEES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; DIRECTIONS TO CODIFIERS; EFFECTIVE DATE.**

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

Magali Valls, CMC  
City Clerk

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

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

ORDINANCE NO. 1013-2011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS DELETING ALL REFERENCES TO THE 36<sup>TH</sup> STREET SUB-DISTRICT OF THE AIRPORT, MARINE AND HIGHWAY BUSINESS DISTRICT CONTAINED IN ARTICLE XV AND IN CODE OF ORDINANCE SECTIONS 150-154, 150-155, 150-157, 150-158, 150-160 AND 150-161; ESTABLISHING CODE OF ORDINANCE SECTION 150-164, NORTHWEST 36<sup>TH</sup> STREET DISTRICT; PROVIDING PURPOSE; PERMITTED USES; PERMISSIBLE PRINCIPAL USES AND STRUCTURES - LIMITATIONS AS TO LOCATION; ACCESSORY USES AND STRUCTURES; PERMISSIBLE ACCESSORY USES AND STRUCTURES - LIMITATIONS AS TO LOCATION; PROHIBITED USES; SETBACKS, LOT COVERAGE AND FLOOR AREA; HEIGHT LIMITATIONS; OFF-STREET PARKING AND LOADING; SPECIFIC ARCHITECTURAL DESIGN STANDARDS; REVITALIZATION SPECIALIST (RS); DEVELOPMENT REVIEW PROCEDURES; PRE-APPLICATION MEETING; DEVELOPMENT REVIEW; EXEMPTIONS; FEES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; DIRECTIONS TO CODIFIERS; EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Miami Springs has actively supported the commercial development of the properties located along Northwest 36<sup>th</sup> Street; and,

**WHEREAS**, in anticipation of achieving its goal of commercially developing the properties along Northwest 36<sup>th</sup> Street, the City Council has proposed, debated, approved and authorized various Evaluation and Appraisal Report ("EAR") and Comprehensive Plan ("Comp Plan") Amendments; and,

**WHEREAS**, the City Council recently authorized the hiring of Calvin, Giordano and Associates ("Consultants") to provide the consultation services required for the implementation of its "EAR" and "Comp Plan" Amendments; and,

**WHEREAS**, the City's Consultants have suggested that the implementation process is best served by the establishment of the three previous sub-districts of the Airport, Marine and Highway Business District as stand-alone Districts; and,

**WHEREAS**, in light of the City Council's stated priority for the development of the Northwest 36<sup>th</sup> Street Corridor, the Consultants have proposed the deletion of all references to the 36<sup>th</sup> Street Sub-District from the Airport, Marine and Highway Business District and the contemporaneous creation of a new "Northwest 36<sup>th</sup> Street District"; and

**WHEREAS**, the City Council has reviewed the proposed deletions from the Airport, Marine and Highway Business District, and the District Boundary Regulations proposed for the establishment of the new "Northwest 36<sup>th</sup> Street District", and has determined that the adoption of the foregoing Ordinance amendments are in the best interests of the City and its citizens:

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

**Section 1:** That Code of Ordinance Article IV, Airport, Marine and Highway Business District, and Code of Ordinance Sections 150-154- 150-157, 150-158, 150-160 and 150-161 are hereby amended as follows:

**ARTICLE XV: AIRPORT, MARINE AND HIGHWAY BUSINESS DISTRICT**

**Sec. 150-154. Purpose.**

The purpose of the Airport, Marine and Highway Business District (AMHBD) is to provide for large-scale commercial uses on large sites with a limited number of highway access driveways. The zoning regulations set forth herein are meant to allow a wide range of compatible uses. Such uses and structures are allowed only where they form complimentary groupings of facilities and activities, and where a particular combination of proposed uses would be appropriate to the surrounding area by nature of use and design.

The AMHBD is divided into the following three smaller districts due to the diverse nature and location of each of the sub-districts, to-wit:

(A) *Airport Golf*; the area surrounding the golf course which is bounded by Curtiss Parkway, Fairway Drive and Deer Run.

~~(B) 36<sup>th</sup> Street; the area from Curtiss Parkway east to that point where the Miami Canal intersects with 36<sup>th</sup> Street.~~

(CB) *Abraham Tract*; south of 36th Street.

**Sec. 150-155. Permitted Uses.**

(a) Principal uses and structures permitted generally.

- (1) Restaurants.
- (2) Hotels.
- (3) Offices, business and professional; studios and medical and veterinary clinics; boarding for veterinary services only.
- (4) Agencies for travel and insurance and similar services.
- (5) Automobile rental agency.
- (6) Business colleges, secretarial schools and similar educational facilities.
- (7) Banks, savings and loan associations and similar financial institutions.
- (8) Catering business.
- (9) Retail stores, except those dealing in second-hand merchandise other than antiques.
- (10) Service establishments, including personal service establishments such as barber and beauty shops, manicure/pedicure shops, skin care (aesthetics), physical therapy clinics, etc. No physical therapy clinic shall be open for business between the hours of 10:00 p.m. and 6:00 a.m.
- (11) Service establishments for the repair of shoes, small home appliances, clocks and watches, printing/photocopying service shops; not to exceed 2,500 square feet.
- (12) Service establishments for the repair of small aviation- or marine-related avionics or electronics; not to exceed 2,500 square feet.
- (13) Stereo/video/electronics rental, sales and/or service.
- (14) Dry cleaning and/or laundry; self-service or laundromat only when sanitary and safe disposal of wastewater is provided, and when operated without producing smoke or noxious fumes or odors.
- (15) Domestic pet grooming only, prohibiting a "pet shop" type business or the boarding, maintaining or keeping of domestic pets on-premises anytime between 7:00 p.m. and 7:00 a.m.
- (16) Cultural or recreational facilities such as urban plazas, health and athletic clubs, theaters, auditoriums, libraries, art galleries and museums.

- (17) Gas stations.
- (18) Parking garages.
- (19) Funeral homes.
- (20) Post office.
- (21) Structures and uses required for necessary performance of governmental functions.
- (22) Structures and uses relating to operation of public utilities and requiring location within the district to serve it or neighborhood districts.
- (23) Other enterprises or businesses which are similar to enterprises or businesses enumerated herein, which have been approved by the City Council upon application and hearing.

(C) Permissible principle uses and structures; limitations as to location.

- (1) Any retail service establishments shall be limited to the ground floor of principal structures.
- (2) Retail and service establishments shall front on pedestrian portions of the street right-of-way, or on other pedestrian open space areas with public access from streets, and shall occupy at least 50 percent of the ground floor street frontage.
- (3) Parking garages are allowed as a principal use. ~~provided that there shall be no vehicular access to such facilities directly from N. W. 36<sup>th</sup> Street.~~
- (4) ~~Parking lots adjacent to N. W. 36<sup>th</sup> Street are allowed only as a temporary use, subject to improvement of those portions of lots adjacent to principal pedestrian movement. These parking lots may be authorized for use not to exceed a period of one year, and thereafter on a year to year basis upon proper application approved by the City Board of Adjustment and the City Council.~~

(D) Accessory uses and structures.

Uses and structures customarily accessory and incidental to specified principal uses and structures, and which do not alter the character of the district, are allowed subject to limitations and provisions established by this ordinance and other applicable City ordinances and regulations.

(E) Permissible accessory uses and structures; limitations as to location.

- (1) ~~Entrances to accessory parking lots and structures shall be oriented away from N. W. 36<sup>th</sup> Street, and shall be located behind the principal structure on the same building site.~~
- (2) ~~Vehicular access to on-site parking, loading, or service shall not be allowed along N. W. 36<sup>th</sup> Street.~~
- (3) Access drives are allowed along the adjacent minor street frontage and shall be located and designed in a manner which will insure smooth flow of vehicular and pedestrian circulation.

**Sec. 150-156. Prohibited Uses.**

- (A) Adult bookstore, except in Abraham Tract, as will be more specifically provided by regulatory ordinance.
- (B) Adult-related business, except in Abraham Tract, as will be more specifically provided by regulatory ordinance.
- (C) Arcades, billiard and pool parlors.
- (D) Automotive auctions, sales and service facilities.
- (E) Bar or package store.
- (F) Clinical laboratory.
- (G) Gun shop or gun range.
- (H) Pawn shop.
- (I) Any residential uses, except in the Abraham Tract Area.
- (J) Storage facilities
- (K) Any large- or medium-scale repair or service facilities.
- (L) Any industrial or any large- or medium-scale manufacturing operation or facilities.
- (M) Open air, tented, or booth-operated flea markets or any other retail/wholesale operation not contained within a business building, except as otherwise allowed by § 110-01 through 110-03.
- (N) Any other use that is not compatible with, or is disruptive or offensive to, any adjacent residential zoning district by reason of proximity to the district through noise generation, offensive operational by-products (such as odor, dust, smoke, gas, vibrations, etc.,) or by the creation of any nuisance condition.

**Sec. 150-157. Lot and floor area; setbacks.**

- (A) Maximum lot coverage: The maximum allowable lot coverage for all main and accessory buildings shall be determined by the F.A.R. and setback regulations.
- (B) Floor area limitations.
  - (1) For the purpose of this sub-section the floor area ratio (F.A.R.) shall be the total floor area of a building or buildings on a building site divided by the area of the site. See also §150-002 (C) (38).
  - (2) In Airport Golf and along 36<sup>th</sup> Street, the maximum ratio of building floor area to lot area shall not exceed 1.0 F.A.R.
  - (3) Sites located in the Abraham Tract may have an F.A.R. up to 2.5 only after Board of Adjustment and City Council review and approval. Preliminary approval for proposed development projects with an F.A.R. greater than 1.0 shall be given only for specific projects which are determined by the City to substantially increase public transit use and decrease private automobile use. At a minimum, such projects in the Abraham Tract shall only be approved they conform to the following standards:



- (a) They shall not have a higher density or intensity than called for by Miami-Dade County's Future Land Use Element for Metropolitan Activity Centers;
  - (b) They shall be located and site designed so that principal building entrances are within 750 feet walking distance of a transit stop or stops;
  - (c) They shall have between principal building entrances and the transit stop or stops an attractively paved, landscaped, rain-protected and shaded pedestrian pathway;
  - (d) They shall have no more than 75 percent of the parking otherwise required for the uses which they contain;
  - (e) They shall contain a mix of uses that include at least three of the following:
    - (1) *Commercial* such as: Hotels, indoor amusement, movie theaters, *restaurants*, neighborhood shopping centers, community shopping centers, regional shopping centers, small-size stores, medium-size stores, department stores, convenience stores, beauty and personal services, gym and health clubs.
    - (2) *Residential* such as: 7-15 units/acre, 15-24 units/acre, over 24 units/acre.
    - (3) *Institutional* such as: High-intensity recreation, cultural facilities, day care centers, parks, intermediate schools, secondary schools, colleges, religious facilities, correctional facilities, social service agencies, government agencies.
- (C) Notwithstanding the foregoing, all proposed development in this portion south 36<sup>th</sup> Street shall be subject to review and approval by Miami-Dade County and Miami-Dade County Aviation.
- (D) Minimum setbacks for all developments in AMHBD.
- ~~(1) Adjacent to N. W. 36<sup>th</sup> Street, front yard setbacks shall be a minimum of 15 feet from the street right-of-way. No driveway or off-street parking shall be allowed between the property line and the buildings.~~
  - (21) Adjacent to streets, other than N. W. 36<sup>th</sup> Street, a minimum 10 ft. front yard setback is required from the property line.
  - (32) In that area of the AMHBD bounded by Deer Run and Fairway and Eldron Drives, there shall be a 20 foot rear yard setback required for the following parcels:
    - (1) 627 Eldron Drive
    - (2) 655 Eldron Drive
    - (3) West 150 feet of 151 Fairway Drive

Beginning with the east 150 feet of 151 Fairway Drive, there shall be a required 35 foot rear yard setback for all properties eastward to 500 Deer Run. All properties in this section of the AMHBD shall be required to construct and maintain a six (6) foot high masonry wall along the rear

property line adjacent to the Golf Course as part of any new construction project.

- (43) Adjacent to residential districts, rear yard setbacks shall have be a minimum depth of 5 feet.
- (54) Adjacent to residential districts, side yard setbacks shall have a minimum depth of thirty (30) feet which shall include the required ten (10) foot landscaped buffer area provided in Code Section 150-160 (B) (3) (a).
- (65) Pedestrian open space may be provided at any level that serves the commercial uses.
- (76) All setbacks may be used for utility rights-of-way.

**Sec. 150-158. Height limitations.**

- (A) For those structures north of N. W. 36<sup>th</sup> St. in the AMHBD:
  - ~~(1)~~ Structures located within 150 feet from adjoining residential districts or those to be located North of Fairway Drive shall not exceed four stories or a height of 55 feet (to the highest point of the structure).
  - ~~(2)~~ Structures or portions of structures located adjacent to N. W. 36<sup>th</sup> Street, and more than 150 feet from adjoining residential districts shall not exceed a height of 120 ft.
- (B) For those structures in the Abraham Tract:
  - (1) Structures located in this district south of 36th Street shall not exceed a height 120 feet.
  - (2) Notwithstanding the foregoing, the maximum height allowed in this portion south of 36th Street shall be subject to review and approval by Miami-Dade County and Miami-Dade County Aviation.

**Sec. 150-159. Off-street parking and loading.**

- (A) Parking standards and requirements:

See § 150-016. – However, in those cases where parking spaces are located within a parking structure or within the proposed building, parking space dimensions may be reduced to 8.5 ft. x 18 ft.
- (B) Off-Street loading.
  - (1) For the purpose of this sub-section a loading space is defined as a space within the main building or on the same lot, logically and conveniently located for bulk pickups and deliveries. A loading space shall be scaled to the size of the delivery vehicle anticipated, plus a space of six feet in length greater than the vehicle anticipated to be accommodated. No loading berth shall be less than a minimum of 12 feet in width and a length of not less than 35 feet, and shall be directly accessible from a street without crossing or entering any other required off-street loading or off-street parking spaces.
  - (2) All developments shall provide off-street loading which shall be located and designed so as to provide safe and convenient access by delivery vehicles

with minimal interference with the movement and parking of other vehicles on the premises. Subject to the approval of the City Zoning and Planning Board and the City Council, loading areas may be required to be placed in locations separated from other activities or screened by appropriate physical barriers.

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

### **Sec. 150-160. Site planning.**

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

#### **(A) Location and design requirements.**

- ~~(1) Principal structures shall face toward N. W. 36<sup>th</sup> Street when possible, or streets, but in all instances away from residential districts.~~
- ~~(2) Entrances to accessory parking lots and structures shall not be oriented toward NW 36<sup>th</sup> Street and shall be located behind or on the side of the principal structure on the same building site. Vehicular access to on-site parking, loading or service shall not be allowed directly from N. W. 36<sup>th</sup> Street. (1) Access drives shall be provided from adjacent minor street frontage, and shall be located and designed to insure smooth flow of vehicular and pedestrian circulation.~~
- (32) Pedestrian access may be provided at any suitable location, but shall be separated from vehicular access points, except where signalization is used to control pedestrian and vehicular movements.
- (43) Accessory parking lots shall be constructed and designed in accordance with §150.016.
- (54) Loading zones and the parking of commercial vehicles shall be arranged so as to provide safe access from driveways and public streets, to prevent interference with vehicular and pedestrian circulation on the premises, and to avoid friction with traffic passing the premises.
- (65) All utilities shall be placed underground, and there shall be appropriate provisions made for servicing such utilities.

#### **(B) Protective screening and landscaping.**

- (1) In general, landscaping shall not reduce visibility and create a hazard to vehicular and pedestrian circulation, nor to public safety and security.

- (2) Landscaping shall be required in all accessory open areas, and protective masonry screening and hedges shall be required for the protection of adjacent property.
- (3) In addition to landscape regulations established in § 150-016, the following additional requirements shall apply.
  - (a) Where any development site in this district adjoins a residential district, there shall be a landscaped buffer area, ten feet wide, located along the portion of the site which directly abuts the residential district. Landscaping shall include and continuously be maintained as a hedge not less than six feet in height in order to form a continuous screen. In addition, one tree shall be provided for each 30 linear feet. The buffer area shall include a 72-inch high masonry wall which shall be located inside the required hedge and extend along the length of the adjoining residential property lines, except for sites on through-streets, where a masonry wall shall be no closer than ten feet to the property line and parallel to the street right-of-way. No off-street parking shall be allowed in the buffer area.
  - b) At least ten percent of the building site shall be reserved for interior landscaping, and all such landscaping shall be continuously maintained by the owner. No row of parking spaces shall exceed ten spaces without a five foot minimum width of landscaped area to divide any continuation of such row of parking. (Applicable to a "parking-on-grade" condition only).
  - c) ~~At N.W. 36<sup>th</sup> Street and~~ On side streets, shade trees shall be provided at a maximum of 30-foot intervals, not less than five feet from the curb line.
  - (d) For the purpose of this sub-section, the protective masonry wall may constructed of CBS concrete block or another Miami-Dade County approved pre-fabricated concrete material. Stucco and painting are required for all protective boundary walls, and special architectural features such as the use of brick, stone, wood or metal on these walls may be allowed if approved by the City Zoning and Planning Board and the City Council upon proper application and hearing.
  - (e) The owner of AMHBD property, or his or her agent, shall be responsible for the maintenance of the protective masonry wall and of all landscaping which shall be maintained at a set height and in good condition so as to present neat and orderly appearance, and shall be kept free from refuse and debris. All landscaped areas shall be provided with a readily available irrigation system.

**Sec. 150-161. Signs.**

Signs in the AMHBD shall meet all the requirements specified in § 150-030, and the following additional limitations:

No signs in either the Airport Golf or ~~36<sup>th</sup> Street~~ districts shall face the nearby residential district.

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

**Sec. 150-162. Development Procedures.**

- (A) Any development within the AMHBD shall be required to have the site and development plans approved as provided herein before a building permit is issued, to insure that development is in accord with the intent of this district. It shall be the responsibility of the City Zoning and Planning Board to review such plans, and to make recommendations for modification, approval, or denial in accordance with § 150-101 and 150-102.
- (B) Applications for site and development plan approval shall be submitted to the Planning Office according to the provisions of the zoning code and the additional requirements and procedures specified herein.
- (C) The application for site and development plan approval shall include but shall not be limited to:
  - (1) Plans, maps, studies and data which may be necessary to determine whether the particular proposed development meets the intent of the AMHBD, and the specific requirements and standards contained in this subsection.
  - (2) A survey showing property and ownership lines; existing structures, alleys, easements and utility lines.
  - (3) A preliminary development concept plan for the proposed development including the following information:
    - (a) General nature of the proposed development, planned uses and activities and the name of the developer.
    - (b) Location, height, floor area, external appearance, and use of existing structures if any; and approximate location, orientation, height, floor area ratio, and use of proposed structures.

- (c) Points of ingress and egress for vehicular and pedestrian traffic, circulation patterns within the project, including location and design of east/west roadways, where required.
  - (d) Location, character, and scale of parking and service facilities, including area and number of parking spaces, character of structural parking, if any; location of loading areas and commercial vehicle parking.
  - (e) Any additional materials and information as may be required by the proper agencies of the City.
- (D) Where a proposed development is planned to be constructed in stages, the timing of the first stage shall be indicated. The information concerning the nature of the development, uses, location and floor areas to be developed shall also be supplied. The same information shall be provided for succeeding stages. Initiation of succeeding stages shall be made dependent upon the completion of earlier stages and the supplying of any information that may be required by the proper City agencies.
- (E) When a proposal contains provisions concerning the establishment and continuing operation and maintenance of improvements and facilities for common use by the occupants of the project and the general public, but which are not provided, operated, or maintained at general public expense, the owner shall give assurance in the manner provided in the following sub-section, (F), to the City that such improvements and facilities will be maintained without future expense to the City, and that the development will conform to approved site and development plans.
- (F) The City, may, at its discretion, require a surety performance bond to insure that the owner and developer will comply with the requirements and provisions of this sub-section, or may require such other security as may be deemed appropriate by the City Council.

**Sec. 150-163. Fees and administrative reviews.**

- (A) Each application filed with the Planning Office shall be accompanied by the payment of a fee, to be determined by the Planning Office depending on the scope of the project, to cover the expenses incurred by the City in processing and reviewing the application for development.
- (B) The applicant shall reimburse the City for the cost of any legal or engineering services incurred by the City in reviewing or processing any application.
- (C) The City Zoning and Planning Board shall have the responsibility to review all site and development plans and to make recommendations for modification, approval, or denial to the City Council in accordance with § 150-101 and 150-102.
- (D) Any decision or recommendation by the City Zoning and Planning Board shall be reviewed for final approval by the City Council in accordance with the procedures set forth in § 150-113.

**Section 2:** That new Code of Ordinance Section 150-164, Northwest 36<sup>th</sup> Street District, is hereby created as follows:

**Sec. 150-164. Northwest 36th Street.**

**A. Purpose.**

The purpose of the NW 36<sup>th</sup> Street District is to provide for successful commercial operations that enhance the District, provide architectural features that support historic Miami Springs design standards and enhance overall commercial revitalization.

**B. Permitted uses.**

- (1) Principal uses and structures generally permitted.
  - (a) Hotels.
  - (b) Offices, business and professional.
  - (c) Business colleges, secretarial schools and similar educational facilities.
  - (d) Banks, savings and loan associations and similar financial institutions.
  - (e) Cultural or recreational facilities such as urban plazas, health and athletic clubs, theaters, auditoriums, libraries, art galleries and museums.
  - (f) Structures and uses relating to operation of public utilities and requiring location within the district to serve it or neighborhood districts.
  - (g) Mixed-use development of residential uses (up to 20 dwelling units per acre as limited in the City Charter) on upper floors above retail, office, and related uses. Buildings that include residential uses must be built on the northern half of the property if the property is adjacent to NW 36<sup>th</sup> Street.
  - (h) Other enterprises or businesses which are similar to enterprises or businesses enumerated herein, which have been approved by the City Council upon application and hearing.
- (2) Principle uses and structures generally permitted; limitations as to location.
  - (a) Bar if related to restaurant within the same building or within a hotel.
  - (b) Parking lots adjacent to N. W. 36th Street are allowed only as a temporary use, subject to improvement of those portions of lots adjacent to principal pedestrian movement. These parking lots may be authorized for use not to exceed a period of one year, and thereafter on a year-to-year basis upon proper application approved by the City Board of Adjustment and the City Council.
  - (c) Parking garage with first floor commercial uses. This is not applicable to accessory parking garages in connection with a principal use.
  - (d) The following uses are permitted within a building with other permitted uses but not as a stand alone use:
    1. Restaurants
    2. Medical and veterinary clinics; boarding for veterinary services only.

3. Clinical laboratory
4. Agencies for travel and insurance and similar services.
5. Automobile rental agency.
6. Catering business.
7. Retail stores.
8. Service establishments, including personal service establishments such as barber and beauty shops, manicure/pedicure shops, skin care (aesthetics), physical therapy clinics, etc. No physical therapy clinic shall be open for business between the hours of 10:00 p.m. and 6:00 a.m.
9. Service establishments for the repair of shoes, small home appliances, clocks and watches, printing/photocopying service shops; not to exceed 2,500 square feet.
10. Stereo/video/electronics rental, sales and/or service.
11. Dry cleaning and/or laundry for customer pick up/drop off only; self-service or laundromat only when sanitary and safe disposal of wastewater is provided, and when operated without producing smoke or noxious fumes or odors.
12. Domestic pet grooming only, prohibiting a "pet shop" type business or the boarding, maintaining or keeping of domestic pets on-premises anytime between 7:00 p.m. and 7:00 a.m..
13. Post office.
14. Parcel delivery services.
15. Government uses.

(3) Accessory buildings and structures. Uses and structures customarily accessory and incidental to specified principal uses and structures, and which do not alter the character of the district, are allowed subject to limitations and provisions established by this ordinance and other applicable City ordinances and regulations.

(4) Permissible accessory uses and structures; limitations as to location.

- (a) Entrances to accessory parking lots and structures shall be oriented away from N.W. 36th Street, and shall be located behind the principal structure on the same building site.
- (b) Vehicular access to on-site parking, loading, or service shall not be allowed along N.W. 36th Street.
- (c) Access drives are allowed along the adjacent minor street frontage and shall be located and designed in a manner which will insure smooth flow of vehicular and pedestrian circulation.



**C. Prohibited uses.**

- (1) Adult bookstore.
- (2) Adult-related business.
- (3) Automotive auctions, sales and service facilities.
- (4) Package store.
- (5) Gun shop or gun range.
- (6) Pawn shop.
- (7) Storage facilities
- (8) Any large- or medium-scale repair or service facilities over 2,500 square feet.
- (9) Any manufacturing operation or facilities.
- (10) Open air, tented, or booth-operated flea markets or any other retail/wholesale operation not contained within a business building, except as otherwise allowed by §§ 110-01 through 110-03.
- (11) Any other use that is not compatible with, or is disruptive or offensive to, any adjacent residential zoning district by reason of proximity to the district through noise generation, offensive operational by-products (such as odor, dust, smoke, gas, vibrations, etc..) or by the creation of any nuisance condition.

**D. Setbacks, lot coverage, and floor area.**

- (1) *Build-to line:* The build-to-line for properties adjoining NW 36th Street shall be 15 feet. The build-to-line shall be defined as an alignment established a certain distance from the property line to a line along which the building shall be built.
- (2) Minimum setbacks.
  - (a) Front yard setbacks shall be a minimum and 10 feet from the property line. No driveway or off-street parking shall be allowed between the property line and the buildings.
  - (b) Rear yard setbacks shall be a minimum of 10 feet from the property line
  - (c) Side yard setback shall be a minimum of 5 feet from the property line or 2.5 feet for architectural structures such as breezeways or arches, or canopies.
  - (d) Adjacent to residential districts, side yard and rear yard setbacks shall have a minimum depth of 10 feet.
  - (e) All setbacks may be used for utility rights-of-way.
  - (f) Architectural elements such as canopies or a port cochere may encroach 5 feet into the front setback.
- (3) Floor Area limitations.
  - (a) For the purpose of this sub-section the floor area ratio (F.A.R.) shall be the total floor area of a building or buildings on a building site divided by the area of the site. See also §150-002 (C) (38). The site must have an minimum

F.A.R. of 1.0. Sites may be developed up to an F.A.R. of 3.0 through the Floor Area Ratio Bonus Program as determined by the City Council.

- (b) Floor Area Bonus Program. For a project to receive a Floor Area Ratio bonus based on design, it must, at a minimum, be awarded one design bonus from Design Categories A, B, C, and D and/or seek green building certification in Design Category E. Design bonuses for additions to existing buildings are added to the existing FAR of the building; however, the proposed FAR (existing building + addition) shall not exceed a FAR of 3.0.
- (c) Schedule of Floor Area Ratio Bonuses for Projects in the NW 36th Street District

<u>Design Category</u>	<u>Design Bonus</u>	<u>Amount of FAR Bonus</u>
<u>A. Site Planning and Design</u>	<u>a. Pedestrian Amenities - considering pedestrian access, linkage in circulation pattern, relationship to architectural and urban design features, relationship to public and private spaces, accessibility, usability and coordination with adjacent properties.</u>	<u>.25</u>
	<u>b. Open Space - areas shall be open to the sky. The amount of open space shall exceed the area that results from the setback requirements.</u>	<u>.01 for every 10% that exceeds the area resulting from the required setbacks, not to exceed .25</u>
<u>B. Building Features</u>	<u>a. Outdoor Cafe when associated with restaurant on the ground floor of the building.</u>	<u>.01 per seat, not to exceed .05</u>
	<u>b. First Floor Retail or Service Uses with a minimum of 1,000 square feet. Direct access to such uses and full storefront windows are encouraged.</u>	<u>.01 per 1,000 sq. ft. of retail space not to exceed .10</u>
	<u>c. Hotel Units</u>	<u>.01 per hotel room</u>
	<u>d. Meeting rooms, assembly rooms and conference rooms.</u>	<u>.01 per 500 sq. ft. of meeting space not to exceed .25.</u>
	<u>e. Construction of a porte cochere.</u>	<u>.25</u>
	<u>f. Landscape maturity - this bonus applies to landscaping that has achieved a minimum of 50% of maximum average height at time of planting.</u>	<u>.25</u>

<u>Design Category</u>	<u>Design Bonus</u>	<u>Amount of FAR Bonus</u>
<u>C. Improvements: Rights of Way and On- Site Public Spaces</u>	<p>a. <u>Alley improvements - resurfacing and lighting in accordance with the specifications as established by the City Engineer. Includes the placement of all utility lines, transformers and related equipment underground and/or in vaults.</u></p> <p>b. <u>Inclusion of an entry plaza, when not part of a required yard or setback, occupying a minimum of 15% of the building width.</u></p> <p>c. <u>Decorative gates/fences or permitted walls between buildings and surrounding sites. Material composed of wrought iron or aluminum. CBS may be used with wrought iron or aluminum. However, the area of the CBS must not exceed 50% of the total area of the gate, fence or perimeter gate. Alley may be 100% CBS.</u></p>	<p><u>.25</u></p> <p><u>.25 for each 150 sq. ft. of entry plaza, maximum</u> <u>.25</u></p> <p><u>0.25 for each 1% of permitted fence/gate, 25 maximum. (.25 x amount of the % = bonus)</u></p>
<u>D. Site Improvements</u>	<p>a. <u>Public Art that is visible from the public right-of-way, integration with use of public spaces, and activity areas, uniformity of style, location and scale. At a minimum the art work shall cost 1% of total construction cost as indicated on the Building Permit or \$25,000 whichever is greater. Does not include water features that are listed below.</u></p> <p>b. <u>Decorative water features - considering movement, sound, reflection, recreation, cooling effect, architectural effect, coordination with plaza or other special place, public-private transition, visual impact, and relation to overall project design. This factor is only applicable for water features that exceed half of one percent of the cost of the building as listed on the Building Permit application.</u></p> <p>c. <u>Street trees, grates and irrigation - landscaping on the public right-of- way shall occur for the entire street frontage of the property and trees shall be planted no further apart than 25 feet on center for palms and 30 ft. on center for canopy trees. Shall only be awarded if funded by the developer.</u></p>	<p><u>.25</u></p> <p><u>.25</u></p> <p><u>.25</u></p>

<u>Design Category</u>	<u>Design Bonus</u>	<u>Amount of FAR Bonus</u>
<u>E. Green Buildings</u>	<u>d. Lighting-installation of decorative lighting per Revitalization Specialist selection and recommendation.</u>	0.25
	<u>h. Green Building Certification. LEED (New Construction or Major Renovation) Silver or greater, or certification by the Florida Green Building Council.</u>  <u>(a) The applicant must successfully register the project with the Green Building Certification Institute or the Florida Green Building Coalition, or other third party certifying agency as approved by the City Planner, and provide evidence of such registration.</u>  <u>(b) Applicant shall have a minimum of one (1) LEED accredited professional, or other similarly accredited professional, on the design team. Applicant shall provide a copy of the LEED accreditation certificate or similar certification and describe the role of the LEED accredited professional on the design team.</u>  <u>(c) The applicant must provide a copy of the pertinent credit checklist indicating which credits the applicant intends to achieve along with a written narrative and detailed drawings and plans illustrating the applicant's intent to meet the prerequisites as described in the applicable LEED Rating System or FGBC Designation for the specific building type.</u>  <u>(d) Prior to the issuance of the first principal building permit the applicant shall post a performance bond equal to 5% of the total cost of the construction in order to secure performance and fulfillment of the applicant. In lieu of the bond required by this Section, the City may accept an irrevocable letter of credit from a financial institution</u>	1.0

<u>Design Category</u>	<u>Design Bonus</u>	<u>Amount of FAR Bonus</u>
	<p>authorized to do business in Florida or provide evidence of cash deposited in an escrow account in a financial institution in the State of Florida in the name of the applicant and the City. The letter of credit or escrow shall be in the same amount of the bond if it were posted. If the project fails to meet the criteria required for certification by the Green Building Certification Institute or other nationally recognized certifying agency within one (1) year after receiving the City's certificate of occupancy, the applicant shall either request an extension or forfeit one hundred percent (100%) of the bond. The applicant, for good cause shown, may request an extension of time of up to one (1) additional year to achieve certification. Such extension may be granted at the sole discretion of the City Council after having considered the factors and improvements necessary to achieve the requisite certification. If certification is not achieved within two (2) years after receiving the City's certificate of occupancy, the applicant shall forfeit one hundred percent (100%) of the bond to the City.</p>	

**E. Height limitations.**

- (1) Structures located within 150 feet from adjoining residential districts shall not exceed four stories or a height of 55 feet.
- (2) Structures or portions of structures located more than 150 feet from adjoining residential districts shall not exceed a height of 120 feet.

**F. Off-street parking and loading.**

Existing and new development shall adhere to Sec. 150-016 with the following exceptions for NW 36<sup>th</sup> Street:

- (1) New Construction and Building Expansion.
  - (a) The following parking is required for new construction and building expansion:

<u>Use</u>	<u>Proposed Requirements</u>
<u>Medical Office</u>	<u>4 spaces per 1,000 SF.</u>
<u>Multifamily Residential</u>	<u>1 space per bedroom, but no less than 1.5 spaces per unit.</u>  <u>Multifamily buildings with more than two dwelling units shall be required to provide supplemental designated guest parking equal to ten percent of the required residential parking spaces.</u>
<u>Mixed-Use</u>	<u>Sum of all uses x 80%</u>
<u>Office</u>	<u>3 spaces per 1,000 SF.</u>

- (2) Accessory Parking Lots. Accessory parking lots shall be constructed and designed in accordance with § 150-016. Screening shall be used to shield parking and/or truck use yards, storage and activity areas from the public view. Screening shall consist of a minimum six foot block fence and hedge.
- (3) Loading zones and parking of commercial vehicles. Loading zones and the parking of commercial vehicles shall be arranged so as to provide safe access from driveways and public streets, to prevent interference with vehicular and pedestrian circulation on the premises, and to avoid friction with traffic passing the premises.
- (4) Off-street loading.
- (a) For the purpose of this sub-section a loading space is defined as a space within the main building or on the same lot, logically and conveniently located for bulk pickups and deliveries. No loading berth shall be less than a minimum of 12 feet in width and a length of not less than 35 feet, and shall be directly accessible from a street without crossing or entering any other required off-street loading or off-street parking spaces.
- (b) All developments shall provide off-street loading which shall be located and designed so as to provide safe and convenient access by delivery vehicles from driveways and public streets with minimal interference with the movement and parking of other vehicles on the premises and to avoid friction with traffic passing the premises. Subject to the approval of the City Zoning and Planning Board and the City Council, loading areas may be required to be placed in locations separated from other activities or screened by appropriate physical barriers.
- (c) Required off-street loading stalls shall be reserved for loading purposes, and shall not be used for parking of vehicles other than those in the process of loading or unloading. No vehicle being loaded or unloaded shall project into any public walkway or street.

- (d) Off-street loading facilities shall be properly drained to prevent damage to abutting property or public streets, and shall not be used for any purpose other than loading and unloading. At no time shall the loading area be used for storage.

### G. Specific Architectural Design Standards.

- (1) General requirements. The general requirements outlined in this section are minimum aesthetic standards for all site development, buildings, structures, remodeling and renovations for the NW 36<sup>th</sup> Street District.
- (2) Architectural Design. It is required that all new site development, structures, buildings, remodeling and renovations show proper architectural design concepts and be appropriate to their surroundings. All remodeling and renovation of existing buildings and structures within the City of Miami Springs shall exhibit the Pueblo/Mission Revival or Streamlined/Depression Moderne architectural design standards. All new construction shall exhibit Streamline/Depression Moderne architectural design standards. Examples of these styles will be available through the office of the City Planner.
- (a) There may be no two identical facades within a one quarter mile radius within the NW 36<sup>th</sup> Street District. A facade shall be considered to be identical if the fenestration or major architectural elements of the front facade such as roof line, window types and placement, entry type and placement, exterior materials, exterior colors and the vertical planes of the front facade are located in the same location or if major elements, materials and colors of the front facade are repeated to such an extent as to appear to be the same building. For purposes of this definition, a reversed or flipped elevation shall be considered to be an identical facade.
- (b) Prototypical or "national identity corporate" designs for buildings are not permitted without respecting the requirements and intent of this ordinance, particularly as a repetitious design proposed to be located in various parts of the city.
- (c) Buildings that are of symbolic design (where the logo or corporate identity is integrated into the design for reasons of advertising and marketing) and buildings which are not compatible to the Architectural Design Standards or atmosphere of the City of Miami Springs are prohibited. Symbols attached to buildings are not permitted unless they are secondary in appearance to the buildings and landscape and are an aesthetic asset to the building project and neighborhood.
- (d) Building surfaces, walls, roofs, and structures including accessory and ornamental structures shall be in compliance with the Architectural Design Standards.
- (e) There shall be definite boundaries to storage, loading, pedestrian and bicycle activity, and parking areas. Landscaping is to be employed on the site, not only to enhance the building or buildings, but also to create a pleasing atmosphere throughout the site. Accessory buildings and structures shall be harmonious with the main building(s) design.
- (f) Any onsite paving except pedestrian/bike paths must have decorative pavers.
- (3) Pueblo / Mission Style Architecture. Pueblo and Mission Style Architecture are similar in many elements and complimentary in others.
- (a) Wall surfaces shall be medium or rough textured stucco.

- (b) Roofs shall be flat and hidden behind flat or curved parapets. The same parapet design shall repeated over front porches. Parapets shall be topped by textured stucco trims or sloping mission tiles.
  - (c) Sloping mission tiles are allowed on porches, verandas, or shading structures.
  - (d) Cylindrical scupper tiles shall pierce the parapet, letting water drain off flat roofs. Parapet corners shall be soft and rounded. The parapets can be of irregular contours.
  - (e) Exterior walls may taper up.
  - (f) Arcades, arched openings or rounded beam/column intersections at the porches are allowed.
  - (g) Rectangular windows and storefronts are allowed when the overall design appearance is consistent with a unified design approach.
  - (h) Exposed beam ends (vigas) are allowed.
  - (i) Irregular openings, hand molded shapes and buttresses are allowed.
  - (j) Applied decorations are not permitted.
- (4) *Streamline / Depression Moderne Style Architecture.* Streamline Moderne and Depression Moderne Style Architecture are similar in many design elements and complimentary in others.
- (a) The design must be devoid of applied decoration.
  - (b) The design shall include soft forms, rounded corners, and horizontal compositions including banding of windows and storefronts.
  - (c) Flat roofs with parapets are required design elements.
  - (d) Cantilevered slabs serving as canopies or "eyebrows" over the windows (shading from the heat gain effect of direct sunlight) are required. Front porches and courtyard designs are encouraged.
  - (e) Decorative railings, keystone details, porthole windows, rounded corners and spires are permitted.
- (5) *Building form.* Buildings that are four stories or taller shall include the following design features:
- (a) Symmetrical or asymmetrical facades with varying roofs.
  - (b) Wall planes predominate on primary surfaces.
  - (c) Stucco finished columns shall be square or rectangular, and may taper up.
  - (d) Balconies, porches, canopies, awnings and verandas are permitted.
  - (e) Rectangular windows and storefronts are allowed when the overall design appearance is consistent with a unified design approach.



- (6) Exterior materials/colors. Stucco shall be the primary approved wall surface material.
- (a) Accent materials and colors may be used.
  - (b) The use of tile, wood, brick and finished concrete shall be used as design accents only.
  - (c) Buildings, accessory structures, perimeter walls, and signs are required to have at least two colors.
  - (d) When using more than two colors, there shall be one or two base colors and one or two trim colors.
  - (e) Base colors and materials shall be warm pastels, light pastels, or shades of white selected in compliance with the approved City of Miami Springs color palette.
  - (f) The trim/fascia colors shall be tones or shades of cream or off-white.
  - (g) Accent materials and colors are not limited to the approved color palette.
  - (h) Symbolic color (where the logo or corporate identity is indicated by the color for reasons of advertising and marketing) of the exterior facades or roofs may not be used unless they are in compliance with the approved color palette.
  - (i) Outside equipment, including hoppers, cranes, mechanical apparatus, playground apparatus, street furniture, bollards, bicycle racks, and so forth, must be in compliance with the approved color palette.
- (7) Balconies, courtyards and verandas are allowed. The exterior paint colors shall comply with the City of Miami Springs approved color palette.
- (8) Mechanical equipment. All roof-mounted equipment must be screened by compatible materials equal to the height of the equipment or concealed behind architectural components.
- (9) Front yard accoutrements. Ornaments and objects d'art visible from street are permitted through the project approval process.
- (10) Utilities. All utilities shall be placed underground, and there shall be appropriate provisions made for servicing such utilities.
- (11) Windows. Window replacement must be consistent with the standards and harmonize with the entire facade.
- (12) Garages and accessory buildings and structures. Garages, storage sheds, enclosures, masonry walls, perimeter walls, signs, poles, fences, decks and other ancillary structures shall be integrated with the architectural style and must be within the approved color palette. Garage doors and loading overhead doors shall not be visible from street-sides unless they are screened or buffered from adjacent properties.
- (13) Dumpster, compactor, and mechanical equipment. Dumpster, compactor, and mechanical equipment enclosures shall have colors and trim details to match the principal building color. Gates shall be designed and composed of opaque materials

(such as wood or prefabricated metal) and painted in a secondary approved color. Chain-link gates, with or without slats, are prohibited.

(14) Pedestrian orientation. All proposed nonresidential and multi-family residential development shall contribute to the creation of a pedestrian oriented community by providing the following:

- (a) Emphasis on the building's street facades as major elements of the overall streetscape.
- (b) Street-level architectural treatment, including covered walks, balconies, awnings, canopies, and other shade producing elements along pedestrian-oriented elevations.
- (c) Pedestrian oriented frontage adjacent to building entrances and integrated with adjacent properties.

(15) Pedestrian/bicycle paths. Pedestrian access may be provided at any suitable location, but shall be separated from vehicular access points, except where signalization is used to control pedestrian and vehicular movements.

- (a) Pedestrian/bicycle paths incorporated into a plan shall have a minimum of six feet of pavement width.
- (b) The path shall connect all the residential parcels to park(s) and school(s), recreational areas, and whenever possible, commercial parcels.

(16) Landscaping. Landscaping shall be incorporated into the proposed plans, especially as it relates to plant material selections including heights, locations, and buffer design. Flowering shrubs, trees, ground cover and annuals are encouraged wherever possible to enhance the site design.

(a) Protective screening and landscaping. In addition to landscape regulations established in § 150-016, the following additional requirements shall apply:

- (i) Where any development site in this district adjoins a residential district, there shall be a landscaped buffer area, ten feet wide, located along the portion of the site which directly abuts the residential district. Landscaping shall include and continuously be maintained as a hedge not less than six feet in height in order to form a continuous screen. In addition, one tree shall be provided for each 30 linear feet. The buffer area shall include a 6 foot high block fence which shall be located inside the required hedge and extend along the length of the adjoining residential property lines, except for sites on through-streets, where a masonry wall shall be no closer than ten feet to the property line and parallel to the street right-of-way. No off-street parking shall be allowed in the buffer area.
- (ii) At least ten percent of the building site shall be reserved for landscaping which shall be continuously maintained by the owner.
- (iii) No row of parking spaces shall exceed ten spaces without a five foot minimum width of landscaped area to divide any continuation of such row of parking. (Applicable to surface parking only).

(iv) At N.W. 36th Street and on side streets, shade trees shall be provided at a maximum of 30-foot intervals, not less than five feet from the curb line.

(v) For the purpose of this sub-section, the protective masonry wall shall be constructed of CBS concrete block or another Miami-Dade County approved pre-fabricated concrete material. The owner shall be responsible for the maintenance of the protective masonry wall and of all landscaping which shall be maintained at a set height and in good condition so as to present neat and orderly appearance, and shall be kept free from refuse and debris. All landscaped areas shall be provided with a readily available irrigation system.

(17) Signs. Signs shall meet all the requirements specified in § 150-030, and shall be incorporated into proposed plan. The following additional requirements shall apply:

(a) One sign structure, not exceeding 30 feet in height above grade and not more than one third of the height of the building, and having not more than two sign surface areas, may be erected along principal street frontage from which there is a major entrance to the development.

(b) Each sign surface shall be limited to 30 square feet for each acre or portion thereof, of land occupied by the development.

(c) Signs may contain only the name of the establishment and facilities within the development.

(d) Monument signs larger than 20 square feet in area shall incorporate landscaping design around the base of the sign.

(e) Decorative wooden or metallic poles are required. For individual establishments, identification signs are allowed, but shall not exceed ten percent of the wall surface area.

(f) Detached signs shall not be allowed, except for parking, vehicular and pedestrian directional signs so long as these signs shall not have a width, length or diameter exceeding five feet.

(g) Artificial lighting may be used to illuminate the premises and shall be directed away from any adjacent residential area and traffic flow.

(h) Standard "U-channel" or solid metal poles are prohibited.

(i) No signs shall face the residential district.

(j) No billboards shall be allowed.

(18) Lighting. Lighting shall be incorporated into proposed plans. All exterior and site lighting fixtures shall be designed to be compatible with the Pueblo/Mission or Streamline/Depression Moderne architectural styles, especially as it relates to pole heights, fixtures, lighting colors, lamps, pole design, and site location.

(a) Parking lot pole fixtures shall be limited to 25 feet in height and designed to meet the photometric requirements.

(b) Pedestrian walks shall have decorative pole fixtures no higher than 12 feet high to the top of the fixture.

- (c) Lighting fixtures attached to the walls of the buildings shall harmonize with the architectural character of the building and pedestrian light fixtures (if applicable).
- (d) Lighting is not to be used as a form of advertising in a manner that is not compatible to the neighborhood or in a manner that draws considerably more attention to the building(s) or grounds at night than in the day.
- (e) Lighting following the form of the building or part of the building or structure or sign will not be allowed, if, the overall effect will be detrimental to the environment.

(19) Advertising. No advertising will be allowed on any exposed amenity or facility, such as benches and trash containers.

#### **H. Revitalization Specialist**

The Revitalization Specialist will provide recommendations for aesthetic enhancement projects based on the Architectural Design Standards approved by the Miami Springs City Council and commercial revitalization plans of the City.

#### **I. Development Review Procedures.**

An application for development review shall be submitted to the City for processing. No construction or alterations governed by this ordinance may begin without such approval. There are two types of approval. These are outlined below:

- (1) Review for projects not requiring City Council approval. The City Planner and City Building Official shall review all permit applications not requiring City Council approval such as accessory and minor structures such as fences, sheds, replacement of sign faces, new signage, exterior wall re-painting or re-roofing to ensure the improvements are in compliance with the Architectural Design Standards.
- (2) Projects requiring formal review by the City Council. The following formal approval process for the City shall apply to all new construction, remodeling and renovation projects.
  - (a) Optional informational and pre-application meeting with City Staff and Revitalization Specialist as described in (J).
  - (b) Mandatory preliminary review meeting with City Staff and Revitalization Specialist. The requirements of this meeting are described in (K).
  - (c) The Architectural Review Board shall review the proposed plans and designs which have completed the mandatory preliminary review process and issue an opinion as described in Code Section 32-100.
  - (d) Applications for variances, if any, shall be submitted to the City Board of Adjustment for review and consideration in accordance with the procedures set forth in Code Sections 150-110 through 150-113.
  - (e) The City Zoning and Planning Board will have the responsibility to review all site and development plans and to make recommendations for modification, approval

or denial to the City Council in accordance with Code Sections 150-101 and 150-102.

(f) The decisions and recommendations of the City Board of Adjustment and Zoning and Planning Board will be reviewed for final approval by the City Council in accordance with the procedures set forth in Code Section 150-113.

(g) The City Council will authorize the preparation and issuance of a Development Order for each project application which has completed the Development Review Process.

#### **J. Pre-application Meeting.**

City Staff and Revitalization Specialist will conduct one optional informational and pre-application meeting. Preliminary review will be undertaken upon the applicant submitting the plans and documents listed below. The review shall not be binding on the City, but may assist the applicant in understanding the intent of the Architectural Design Standards. There shall be no charge to the applicant for this preliminary review process.

The applicant shall submit the following as a condition for the scheduling of the pre-application meeting.

(1) Two sets of preliminary drawings and specifications which may include any or all the following items:

(a) A schematic site plan showing all new construction improvements and/or existing conditions.

(b) A schematic landscape plan (may be incorporated into the site plan) showing all existing and proposed plant material(s).

(c) A schematic floor plan showing new building layout or additions, renovations and remodeling work.

(d) Property plan or survey.

(2) A summary report of this meeting shall be attached to any formal application filed for site and development plan approval.

#### **K. Development Review**

Revitalization Development Site Plan Review. Any development within the NW 36<sup>th</sup> Street District shall be required to have the site and development plans approved as provided herein before a building permit is issued to insure that development is in accord with the intent of this district. Applications for site and development plan approval shall be submitted to the Planning Office according to the provisions of the zoning code and the additional requirements and procedures specified herein. The application for site and development plan approval shall include but shall not be limited to:

- (1) Plans, maps, studies and data which may be necessary to determine whether the particular proposed development meets the intent of the NW 36<sup>th</sup> Street District, and the specific requirements and standards contained in this sub-section.
- (2) A survey showing property and ownership lines; existing structures, alleys, easements and utility lines.
- (3) Location map showing the project site in relation to major road systems within the City.
- (4) General nature of the proposed development, planned uses and activities and the name of the developer.
- (5) A site plan showing setbacks, height, floor area ratio, orientation and all existing and proposed site development as required by this ordinance. Landscaping Design may be incorporated into the site plan or submitted as a separate plan.
- (6) Dimensioned floor plan(s).
- (7) Cross-sections.
- (8) Exterior colored elevations of each building facade (including, but not limited to, renderings, sketches, and/or perspectives). Elevations must be mounted on 24-inch by 36-inch boards and submitted to the City prior to public meetings
- (9) One set of identical uncolored elevations shall be submitted in paper format. Elevations must include all items affecting the appearance of the building including, but not limited to, site amenities, street furniture, air-conditioning grilles, compressors, mechanical equipment, exterior colors and material designations, exterior lighting, landscaping, and all signs. These drawings shall be referenced to the color and/or material samples submitted with the application and on the mounted drawings. Photographs and other similar documents which provide sufficient information will suffice for small-scale projects where applicable.
- (10) Detailed drawings for all signs, (with color and text styles, referenced in the application), except those which cannot be determined because the occupancy of the space is not known, in which case, only the text shall be excluded.
- (11) A description of exterior material designations and surface treatments (with attached samples, catalog specs, or colored brochures) including roofs and ground treatments. Sample materials may be submitted as segments, catalog cuts, or photographic records attached to the application. Large, bulky materials whose size or shape will not fit easily with the application file will not be accepted.
- (12) Exterior façade color samples complying with the City of Miami Springs approved color palette shall be submitted with the application (including that of signs).
- (13) All lighting proposed (i.e. fixture types and locations, materials, lamp design, illumination colors, etc.) shall be included within a site photometric plan and fixture schedule.
- (14) Other information as may reasonably be required by the City Staff or the Revitalization Specialist to provide information needed to process the application.
- (15) One, professionally crafted, two-point perspective color rendering of the project and one rendered landscaped site plan for review by the Revitalization Specialist. This shall be completed prior to public meetings. Digital images of the plans and renderings must be submitted in JPG, JPEG, TIF, or TIFF formats, resample at no greater than an 11-inch by 17-inch paper size, with a resolution of 200 dots per inch (dpi), for use in a Microsoft PowerPoint presentation at the City Council meeting.

- (16) Points of ingress and egress for vehicular and pedestrian traffic, circulation patterns within the project, including location and design of east/west roadways, where required.
- (17) Location, character, and scale of parking and service facilities, including area and number of parking spaces, character of structural parking, if any; location of loading areas and commercial vehicle parking.
- (18) Any additional materials and information as may be required by the proper agencies of the City.
- (19) Where a proposed development is planned to be constructed in phases, the timing of the first phase shall be indicated. The information concerning the nature of the development, uses, location and floor areas to be developed shall also be supplied. The same information shall be provided for succeeding stages. Initiation of succeeding stages shall be made dependent upon the completion of earlier stages and the supplying of any information that may be required by the proper City agencies.
- (20) When a proposed development contains provisions concerning the establishment and continuing operation and maintenance of improvements and facilities for common use by the occupants of the project and the general public, but which are not provided, operated, or maintained at general public expense, the owner shall give assurance in a manner approved by the City Council that such improvements and facilities will be maintained without future expense to the City, and that the development will conform to approved site and development plans.

#### **L. Exemptions.**

The following applications for development or building permit will be exempt from the application of this ordinance:

- (1) Any building or structure for which final site plan approval has been obtained prior to the enactment of this section.
- (2) A project determined by the City Planner to be of a temporary nature such that meeting the intent of the ordinance would not be practical.
- (3) Any project determined by City Council resolution to have been justifiably and appropriately developed in conformity with the district boundary regulations in existence prior to the enactment of this ordinance.

#### **M. Fees.**

- (1) Each application filed with the City shall be accompanied by the payment of a fee, to be determined by the City depending on the scope of the project, to cover the expenses incurred by the City and Revitalization Specialist in processing and reviewing the application for development.
- (2) The applicant shall reimburse the City for the cost of any fees incurred by the City and the Revitalization Specialist in reviewing or processing any application.

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

**Section 4:** That the codifiers are hereby directed to codify this Ordinance in the proper manner and format of the City of Miami Springs Code of Ordinances

**Section 5:** That the provisions of this Ordinance shall be effective immediately upon adoption by the City Council.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs,  
Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

The motion to adopt the foregoing Ordinance was offered by

\_\_\_\_\_ seconded by \_\_\_\_\_  
and on roll call the following vote ensued:

Vice Mayor Ator :  
Councilman Best :  
Councilman Espino :  
Councilman Lob :  
Mayor Bain: :

\_\_\_\_\_  
BILLY BAIN, MAYOR

ATTEST:

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
MAGALI VALLS,CMC  
City Clerk

CITY ATTORNEY

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





# CITY OF MIAMI SPRINGS



Public Services  
345 N Royal Poinciana Blvd  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5170  
Fax: (305) 805-5176

TO: Honorable Mayor Bain and Members of the City Council  
VIA: James R. Borgmann, City Manager *JRB*  
FROM: Robert Williams, Public Works Director *R. Williams*  
DATE: March 10, 2011

Recommendation that Council waive the competitive bid process and approve an expenditure of \$48.75 per hour regular time and \$56.00 per hour to Computer Electric for Electrical Services, pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract Bid# 04-08/09 for an additional one year period on an as need basis.

**REASON:** This is the last one (1) year renewal for Contract Bid# 04-08/09. This contract was approved by Council 4/27/09. We have spent \$53,599.09 for this fiscal year, all departments have been included for services under the contract.

**FUNDING:** Department/ Description: Citizens Independent Trans. Trust  
Account Number: 135-0902-541-4600  
Plus other departmental accounts

Procurement approval: *TR*

Agenda Item No.

City Council Meeting of:

3-28-2011

*JRB*

 Computer Electric, Inc.

660 Miller Drive  
Miami Springs, FL 33166

EC #13001721

Office (305) 889-0018  
Fax No. (305) 889-8088

Website: [www.computerelectricinc.com](http://www.computerelectricinc.com)

Email : [mark@computerelectricinc.com](mailto:mark@computerelectricinc.com)

---

Wednesday, March 09, 2011

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

Attention: Tammy Romero, Procurement

RE: BID #04-08/09 Annual Extension of City Wide Electrical Repairs and Service

Dear Ms. Romero:

Please accept this letter as our formal acceptance of the renewal option as indicated in the BID #04-08/09 signed March, 2009. All labor rates and multipliers for materials remain the same.

Thanking you for your attention in this matter, I remain

Sincerely,  
COMPUTER ELECTRIC, INC.



Mark R. Chandler,  
RCDD, NTS, Master Electrician

MRC/tc

INVITATION TO BID AWARD CONTRACT

**THIS AGREEMENT** made and entered into this 6<sup>th</sup> day of May, 2009, by and between the CITY OF MIAMI SPRINGS, a Municipal Corporation organized and existing under the Laws of the State of Florida, (hereinafter referred to as "City"), and COMPUTER ELECTRIC, INC., (hereinafter referred to as Contractor);

**WITNESSETH:**

**WHEREAS**, the City of Miami Springs has determined it is necessary and in the best public interest to establish a contract for City Wide Electrical Repairs and Service and,

**WHEREAS**, the City of Miami Springs has solicited Invitation to Bid; and,

**WHEREAS**, Contractor has properly submitted its Invitation to Bid for City Wide Electrical Repairs and Service as set forth in the attached Contract documents and in accordance with the terms and conditions thereof; and,

**WHEREAS**, the City administration and the City of Miami Springs City Council have determined that the response of Contractor to the City's Invitation to Bid is the most acceptable response meeting specifications for the certain items contained in the City's published Invitation to Bid; and,

**WHEREAS**, the City of Miami Springs City Council accepted the response of Contractor to provide City Wide Electrical Repairs and Service at its City council meeting of Monday, April 27<sup>th</sup>, 2009 and directed the preparation of this Invitation to Bid Award Contract for execution by the City and Contractor;



**SPECIAL CONDITIONS**

SCOPE The intent of these specifications is to set forth and convey to prospective bidders to provide routine and emergency electrical services citywide.

TERM OF CONTRACT This contract will be in effect for a one (1) year period effective from date of award and the prices quoted hereunder shall be firm to the City of Miami Springs for the duration of the contract. In addition, this contract may be renewed for two (2) additional one (1) year periods under the same terms and conditions. The renewals are contingent upon satisfactory performance by the contractor and availability of funds.

Indicate your acceptance or rejection of the renewal option by initialing the appropriate box.

Accept ✓	Reject
-------------	--------

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 cancellation, 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:

- Cost to the City of Miami Springs.
- Experience of bidder.

( )

( )

( )

# CITY OF MIAMI SPRINGS



Finance Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5014  
Fax: (305) 805-5037

To: Honorable Mayor and Members of the City Council  
Via: James R. Borgmann, City Manager *[Signature]*  
From: William Alonso, Finance Director *[Signature]*  
Date: March 28, 2011  
Subject: Approval of budget transfers within departments

Section 9.04(1) of the City Charter states that "Upon request of the City Manager, the City Council by a 3/5 vote may at any time transfer any part of the unencumbered appropriation balance between general classifications of expenditures within an office or department"

In accordance with the above stated section of the City charter, we are attaching eleven budget transfers that require Council approval. These transfers are from October 1, 2010 thru March 28, 2011.

<u>Transfer #</u>	<u>Department</u>	<u>Description</u>
02-001	Public Works	Transfer funds for rental of sod cutter
02-002	Building and Code	Transfer funds for the purchase of new computers for Building & Code
02-003	Parks and Recreation	Additional cost of diving board installation
02-004	IT	Cover cost of communications consultant
03-001	LETF	Funds for upgrading CPO a/c and electrical system
03-002	Building and Code	Encumbrance rollover correction
04-001	Public Works	Reclass budget from fixed assets account to repairs and maintenance
05-001	Building and Code	Transfer funds to pay Building Official training course
05-002	Public Works	Reclass budget from fixed assets to repairs and maintenance
05-003	City Manager	Transfer funds to cover dues for foundation center
06-001	Public Works	Transfer funds to reclass new fence in golf course storage area for PW

Agenda Item No.

City Council Meeting of:

MARCH 28, 2011





























# CITY OF MIAMI SPRINGS



Recreation/Golf Department  
650 Curtiss Parkway  
Miami Springs, Fl 33166-5289  
Phone: (305) 805-5180  
Fax: (305) 805-5192

TO: The Honorable Mayor Bain and Members of the Council

VIA: James R. Borgmann, City Manager

FROM: Mike Aldridge, Golf Director

DATE: 3/22/2011

SUBJECT: Recommendation that Council waive the competitive bid process and approve an expenditure in an amount of \$8,000.00, "on an as needed basis" to **TITLEIST** for purchase of driving range supplies, items for resale pursuant to Section 31.11 (E)(6)(g) of the City Code.

REASON: This supplier carries a diversified number of quality products for pro shop resale and driving range supplies. Council previously approved an expenditure of \$12,000.00 for purchases of golf balls, resale items and driving range supplies. Current approval request is for an additional \$8,000.00 which will equal total of \$20,000.00 for the year.

COST: \$8,000.00

SPENT: \$11,487.04

FUNDING: Golf Pro Shop  
001-5707-572-52-12  
Golf Driving Range  
001-5707-572-52-12

Agenda Item No.

City Council Meeting of:

3-28-11

Procurement approval: \_\_\_\_\_





**OFFICE OF THE CITY CLERK  
MEMORANDUM**

**TO:** Honorable Mayor Billy Bain and Members of the City Council  
**FROM:** Magali Valls, City Clerk *M. Valls*  
**DATE:** March 18, 2011  
**SUBJECT:** City Council Advisory Board Vacancy

\*\*\*\*\*

As mandated in Section 32.02 (A) (2) of the Code of Ordinances: *"Unless otherwise provided by ordinance, any member of any city board, which is scheduled to meet on a monthly basis, who fails to attend any three regular or special meetings of such board during any 12-month period, shall be deemed to have resigned their membership position on such board. The remainder of the term of such resigned board member shall be filled in the manner provided by law."*

In accordance with the foregoing, the following vacancy has been created by absence:

<u>BOARD/INCUMBENT</u>	<u>APPOINTMENT TO BE MADE BY</u>
Recreation Commission Clark Rinehart	Councilman George V. Lob Group III

The term of office of the Recreation Commission member expires on April 30, 2012 and an appointment for the unexpired term by Councilman Lob is in order.

The appointment to fill the vacant position will be scheduled for the March 28, 2011 City Council Regular Meeting.

- cc: City Manager
- Assistant City Manager
- City Attorney
- Affected Board Member
- Board Secretary



**OFFICE OF THE CITY CLERK  
MEMORANDUM**

**TO:** Honorable Mayor Bain and Members of the City Council  
**FROM:** Magali Valls, City Clerk  
**DATE:** March 18, 2011  
**SUBJECT:** PENDING BOARD APPOINTMENTS

\*\*\*\*\*

The following appointments are pending:

<u>APPOINTING COUNCILMEMBER</u>	<u>CURRENT MEMBER</u>	<u>TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT DATE</u>	<u>LAST APPOINTMENT DATE</u>
<b><u>Disability Advisory Board</u></b>				
Councilman Espino – Group II	VACANT*	12/31/2010	VACANT	VACANT
Vice Mayor Ator – Group IV	Roxana Garciga	12/31/2010	08/12/2002	12/10/2007
<b><u>Ecology Board</u></b>				
Vice Mayor Ator (Group IV)	VACANT**	04/30/2013	05/11/2009	04/12/2010
<b><u>Education Advisory Board</u></b>				
Councilman Espino – Group II	Debra Sheridan	05/31/2011	06/25/2007	09/28/2009
<b><u>Historic Preservation Board</u></b>				
Councilman Espino (Group II)	Yvonne Shonberger	02/28/2011	06/13/2005	02/11/2008
Vice Mayor Ator – Group IV	M.A. Goodlett-Taylor***	01/31/2010	01/24/1983	01/22/2007
<b><u>Recreation Commission</u></b>				
Councilman Lob– Group III	Clark Rinehart	04/30/2012	05/12/2003	04/13/2009

\* Peter Newman resigned on August 1, 2009.

\*\* Amy Klose resigned on January 24, 2011.

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

cc: City Manager  
Assistant City Manager  
City Attorney  
Affected Board Members







## City of Miami Springs Interoffice Memo

DATE: March 24, 2011  
TO: Mayor Billy Bain and Members of the City Council  
FROM: James R. Borgmann, City Manager *JRB*  
RE: Consideration of Merit Increase for City Clerk

---

Mayor Bain asked that this item be placed on the agenda. As backup, human resources provided the following:

**Her last raise was March 10, 2008**  
**Current Salary \$96,387**  
**Salary Range: \$71,850 - \$99,014**

**To give her increase 2.73% will take her to top of range...\$99,014.**

Agenda Item No.

City Council Meeting of:

MARCH 28, 2011





## City of Miami Springs Interoffice Memo

DATE: March 23, 2011

TO: Mayor Billy Bain and Members of the City Council

FROM: James R. Borgmann, City Manager *JRB*

RE: Agreement with the American Red Cross to Operate a Disaster Shelter for the City

Attached is a Letter of Agreement with the American Red Cross to operate a Non-Hurricane Shelter from our new community center. Recall that the community center, since its inception, was designed to be a hurricane/disaster shelter in the event of such an emergency. Also recall that before we open it as a shelter during a storm, that we want it to go through a storm first to make sure it can withstand a storm. So our first efforts will be as an "after disaster" shelter. This concept is built in to this agreement with the Red Cross.

I believe the agreement gives the City what it needs while at the same time provides flexibility to the Red Cross to provide their services. The City does not have the capability and experience of the Red Cross to provide services after a disaster. This agreement will allow us to provide the best service possible to our residents and those of surrounding communities.

Staff recommends that the City Manager be authorized to execute this agreement with the American Red Cross.

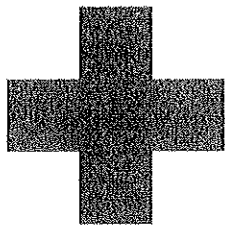
Agenda Item No.

City Council Meeting of:

MARCH 28, 2011

***Memorandum of Agreement  
(MOA)***

***Between***



**American  
Red Cross**

South Florida Region

Serving Broward, Miami-Dade &  
Monroe counties

***And***

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

**American Red Cross South Florida Region  
Facility/Shelter Agreement**

The American Red Cross ("ARC"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The Disaster Relief Activities of the ARC are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the ARC and a Facility Owner ("Owner") or Manager so the ARC can use the facility as an Emergency Shelter during a Disaster as listed in Terms and Conditions paragraph #1. The time period for use of your facilities should not exceed seven (7) days.

**Miami Springs Community Center**

1401 Westward Drive,  
Miami Springs, FL 33166  
Estimate Square footage: \_\_\_\_\_  
Estimated Capacity: \_\_\_\_\_

**Terms and Conditions**

1. Use of Facility: Upon request and if feasible in the sole discretion of the Owner, the Owner will permit the ARC to use the Facility on a temporary basis as an emergency public shelter for Multi-Family Fires, Floods, Tornadoes, building collapses, transportation or other situations that causes human suffering. Also, may be used a Post Hurricane Shelter for a short period of time (to be determined by Facility Owner, American Red Cross and Department of Emergency Management). Can your Facility be used by other Members of the Community?  
Please circle **Yes** or **No**
  
2. Shelter Management: The ARC will have primary responsibility for the operation of the shelter and will designate an ARC official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Manager/Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the ARC.
  
3. Condition of Facility: The Facility Manager/Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the ARC. They will use Facility/Shelter Opening Checklist (Attachment "A"), to record any existing damage or conditions. The Facility Manager/Coordinator will identify and secure all equipment that the ARC should not use while sheltering in the Facility. The ARC will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
  
4. Food Services: Upon request by the ARC, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Manager/Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the ARC.
  
5. Custodial Services: Upon request by the ARC and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to

provide cleaning and sanitation services at the shelter. The Facility Manager/Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.

6. Security: In coordination with the Facility Manager/Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.

7. Signage and Publicity: The ARC may post signs identifying the shelter as an ARC shelter in locations approved by the Facility Manager/Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of ARC. The Owner will refer all media questions about the shelter to the ARC.

8. Closing the Shelter: The ARC will notify the Owner or Facility Manager/Coordinator of the closing date for the shelter. Before the ARC vacates the Facility, the Shelter Manager and Facility Manager/Coordinator will jointly conduct a post-occupancy survey, using Facility/Shelter Closing (Attachment "B") to record any damage or conditions. The Shelter Manager and Facility Manager/Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.

9. Reimbursement: The ARC will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the ARC. Reimbursement for facility damage will be based on replacement at actual cash value. The ARC will select from among bids from at least three reputable contractors. The ARC is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the ARC's use of the Facility for sheltering. The ARC will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the ARC's use of the Premises (both parties must initial all utilities to be reimbursed by the ARC):

	Owner initials	ARC initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the ARC within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The ARC shall carry insurance coverage naming the Owner and Miami-Dade County, Florida as additional insurers in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The ARC shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The ARC shall defend, hold harmless, and indemnify Owner and Miami-Dade County, Florida against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the ARC during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

13. Assignment. The ARC may not assign its respective rights and obligations, in whole or in part, without the prior written consent of the Owner.

14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

15. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof and no modification hereof shall be effective unless made by a supplemental agreement in writing executed by all of the parties hereto.

16. Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action at both the trial and appellate levels, including those incurred in any appellate proceedings and in enforcing this Attorneys' Fees provision, and whether or not the action is prosecuted to a final judgment.

17. No Third Party Rights. The provisions of this Agreement are for the exclusive benefit of the parties to this Agreement and no other party shall have any right or claim against the ARC or the Owner by reason of those provisions or be entitled to enforce any of those provisions against the ARC or the Owner.

18. Licenses. The ARC shall, all times during the term of this Agreement maintain in good standing all required licenses, certifications and permits to perform the services.

19. Jurisdiction, Venue and Waiver of Jury Trial. Each of the parties irrevocably and unconditionally (A) agrees that any suit, action or other legal proceeding arising out of relating to this agreement should be brought to the federal or state court situated either in Miami-Dade County or Broward County, Florida. (B) Consents to the jurisdiction of each such court in any such suit, action or proceeding; and (C) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts. Each party waives all rights to any trial by jury in all litigation relating to or arising out of this agreement.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, this agreement is now executed by and between the Parties as of the Effective Date and shall remain in effect for a period of time not to exceed two (2) years from the Effective Date, unless otherwise terminated sooner by either Party for any or nor reason with thirty (30) days advance notice to the non-terminating Party.

**AMERICAN RED CROSS, SOUTH FLORIDA REGION**

BY: SAM TIDWELL

TITLE: CHIEF EXECUTIVE OFFICER

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**City of Miami Springs**

OWNER/MANAGER/REPRESENTATIVE (s)

Attest:

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF THE CITY  
OF MIAMI SPRINGS, FL

\_\_\_\_\_  
City Attorney



**ATTACHMENT A – Organization Contact Information**

**Primary Points of Contact**

The primary points of contact in each organization will be responsible for the implementation of the MOA in their respective organizations, coordinating activities between organizations, and responding to questions regarding this Agreement. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

ARC South Florida Region		Name of Prospect Partner	
<b>Contact</b>		<b>Contact</b>	
<b>Title</b>		<b>Title</b>	
<b>Office phone</b>		<b>Office phone</b>	
<b>Mobile</b>		<b>Mobile</b>	
<b>e-mail</b>		<b>e-mail</b>	

ARC South Florida Region		Name of Prospect Partner	
<b>Contact</b>		<b>Contact</b>	
<b>Title</b>		<b>Title</b>	
<b>Office phone</b>		<b>Office phone</b>	
<b>Mobile</b>		<b>Mobile</b>	
<b>e-mail</b>		<b>e-mail</b>	

ARC South Florida Region		Name of Prospect Partner	
<b>Contact</b>		<b>Contact</b>	
<b>Title</b>		<b>Title</b>	
<b>Office phone</b>		<b>Office phone</b>	
<b>Mobile</b>		<b>Mobile</b>	
<b>e-mail</b>		<b>e-mail</b>	

**ATTACHMENT B**

<b>American Red Cross</b>		<b>Facility/Shelter Opening Checklist</b>			
Facility Name:		Facility Representative:			
Location:		Date of Facility Check:			
		Conducted By:			
		Date of Last Facility Check:			
		Conducted By:			
Name of person addressing issues:		Date Issues Addressed:			
Contact information for person addressing issues:					
or "NA", the specific areas needing correction and the persons responsible for corrections should be noted in the comments column.					
AREAS TO REVIEW	YES	NO	NA	U	COMMENTS
Are indoor and outdoor walking surfaces free of tripping or falling hazards (uneven sidewalks, unprotected raised walkways/ramps/ docks, loose/missing tiles, telephone wires, extension cords, etc.)?					
Are the paths to exits relatively straight and clear of obstructions (blocked, chained, partially blocked, obstructed by garbage cans, etc.)?					
Are all emergency exits properly identified and secured?					
Are there at least two exits from each floor?					
Are illuminated exit and exit directional signs visible from all aisles?					
Is there an emergency evacuation plan and identified meeting place?					
Are there guidelines for directing occupants to an identified assembly area away from the building once they reach the ground floor?					
Are there any site specific hazards (hazardous chemicals, machinery)? If so, describe them.					
Is the facility clean, neat and orderly?					
Are the following building systems in good working order?					
Electrical					
Water					
Sewage System					
HVAC, if necessary					
Are fire extinguishers and smoke detectors present, inspected, and properly serviced?					
If power fails, is automatic emergency lighting available for egress routes, stairs and restrooms?					
Are first aid kits readily available and fully stocked? Where?					
Will occupants of the building be notified that an emergency evacuation is necessary by PA or alarm?					
<b>ANY DAMAGE OR ADDITIONAL COMMENTS:</b>					
Worker Signature: _____		Date: _____			
Reviewer Signature: _____		Date: _____			

Revised 12/07

**Attachment C**

**American Red Cross FACILITY/SHELTER CLOSING**

This is to certify that the

\_\_\_\_\_  
(Name of Facility)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

Controlled, owned or operated by \_\_\_\_\_ and used temporarily by the American Red Cross South Florida Region, DR# \_\_\_\_\_,

\_\_\_\_\_ as an emergency disaster facility from \_\_\_\_\_  
(Name of Disaster Operation) (Starting Date)

To \_\_\_\_\_, is hereby returned by the American Red Cross South Florida Region to  
(Ending Date)

\_\_\_\_\_ in satisfactory condition, less the following  
(Name of Corporation)

deficiencies:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner/Operator Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature of American Red Cross Representative

\_\_\_\_\_  
Printed Name & Title Date

# AMERICAN RED CROSS SOUTH FLORIDA REGION

## ATTACHMENT D

### Donation of Training & Meeting Space

Part of the mission of the American Red Cross (ARC) is to help people prevent, prepare for, and respond to emergencies. Our mission is accomplished through the dedication and commitment of our volunteers. Without them essential help and services to our South Florida Communities would be delayed. ARC is frequently training, hosting and/or processing volunteers, clients, staff and partners in events related to our mission.

The ARC is a non-profit humanitarian organization. All of the services provided by the ARC are made possible through the generosity of individuals and community partners. By signing this agreement you demonstrate the willingness to donate use of conference and/or meeting rooms to the ARC to be used in events related to our mission.

Your contribution will ensure that the ARC will always be ready to respond to our neighborhoods in need.

Name of Organization: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

**The American Red Cross is a non-profit humanitarian organization.**

# AMERICAN RED CROSS SOUTH FLORIDA REGION

## ATTACHMENT E

### **Code of Conduct for The International Red Cross and Red Crescent Movement And Non Government Organizations in Disaster Relief**

#### **Principle Commitments:**

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.



MARCH 28, 2011

## City of Miami Springs Interoffice Memo

DATE: March 23, 2011

TO: Mayor Billy Bain and Members of the City Council

FROM: James R. Borgmann, City Manager *JRB*

RE: Golf Course Marketing

---

Looking back on the council minutes from your April 26, 2010 meeting, there is an exchange on page 17 between Vice Mayor Lob and William Alonso, finance director. Mr. Alonso pointed out that the expected loss for the year would be \$300,000 to \$350,000, not including any estimate of the impact of the installation of the new irrigation system. Even our concerns about the irrigation system were underestimated, as the regrowth of sod in the trenches took longer than expected. So we knew and understood that there would be serious losses as long as the economy was shaky and until the irrigation system could begin to improve the turf. Although the economy is showing signs of improving, and the course is looking better every day, we are still facing a deficit (as we have every year we have owned the course).

In an effort to improve our position against other regional courses, staff began to contact companies that can provide consulting services to assist courses in cost saving measures and revenue enhancements via better marketing and advertising. Over the past two weeks, staff has been debating on how to select a company to give us a cursory overview of the golf course operations, maintenance and marketing/advertising. As we mentioned at the last council meeting, we have received two proposals. One proposal was for a 3-day review for \$2,500 and the other was a 2-day review for \$5,000. Both are within my purchasing authority. However, I wanted to let Council know what we are doing and how we arrived at the decision.

With losses exceeding \$400,000, staff does not believe we should scrimp when it comes to this exercise. **Our collective decision is to hire both companies for a total of \$7,500.** We believe this will give us two sets of eyes to look at everything and make independent recommendations as to how to proceed. Understand that these brief overviews will become the basis for a more in-depth analysis at an additional cost. By having two cursory reports to review, we believe that we should be able to pinpoint those areas of biggest concern and thereby focus the in depth study in those areas. We also believe that there will be many things that we are doing the best we can, and we will continue to do those things right.

March 21, 2011

Michael Aldridge  
Director of Golf  
Miami Springs Golf & Country Club  
650 Curtiss Parkway  
Miami Springs, FL 33166

**Proposal #211015a**

**Re: Miami Springs Golf & Country Club Marketing Assessment**

Dear Mike:

The NGF has prepared a proposal to provide professional consulting services related to the continued operation of the City's Miami Springs Golf & Country Club. It is our understanding that the revenues at the golf course are not sufficient to cover all operating expenses, and that the City is seeking assistance in marketing the golf facility more effectively and identifying realistic expectations of economic performance given market realities. NGF's marketing assessment will focus on where Miami Springs G&CC is, and should be, positioned in the market based on its overall quality (including maintenance condition) and value proposition relative to its primary competitors.

**SCOPE OF SERVICES**

This proposal has been designed to provide the appropriate level of due diligence to assist the City in evaluating Miami Springs G&CC's current marketing programs. Should the City decide to proceed with a more comprehensive operations review at a later date, professional fees for this marketing assessment will be credited toward the cost of the full review. NGF Consulting sees its role as assisting the City of Miami Springs with the following:

1. Providing an on-site two-day assessment of the Miami Springs Golf & Country Club to identify its current and recommended market positioning, and to identify effective marketing strategies and programs going forward.
2. Providing assistance to the City in evaluating the performance of the golf course in comparison to current south Florida norms for municipal golf operations, with an emphasis on rounds activity, revenues, expenses and staffing.

Upon receiving your authorization to proceed, NGF Consulting will arrange for the two-day visit to Miami Springs G&CC. During this time the consultants will:

- Meet with key golf facility staff to obtain information on the current golf operation. During this time, NGF Consulting will collect from the City recent historical operating data (rounds played, revenues and expenses) and budgets for Miami Springs G&CC. These materials will assist in our understanding of the golf operation and provide us with the necessary background to evaluate the facility's recent performance.



- Review with management all relevant marketing materials, plans, and strategies to understand how, and to whom, the facility has been historically promoted.
- Review the present physical condition of the subject golf facility and identify key areas (if any) that are deficient and/or in need of improvement in order to enhance the marketability of the golf course.

## DELIVERABLE

The deliverable for this engagement will be a concise memo report of findings and recommendations regarding current and recommended marketing strategies for Miami Springs Golf & Country Club. Recommendations will focus on identifying the facility's differential advantage over its competitors, as well as its appropriate market positioning, pricing, target markets, and marketing budgets (including how to best allocate). Recommendations will be made in the context of the competitive market place and in light of current and expected demographic and economic factors that are likely to affect the performance of Miami Springs G&CC.

## PROJECT FEES AND ACCEPTANCE

NGF Consulting professional fees for this engagement will be **\$5,000**, including expenses associated with travel to Miami Springs. Acceptance of this proposal may be indicated by signing one copy and returning it to NGF Consulting's Jupiter office. A City of Miami Springs purchase order or contract may be used as the engagement agreement.

Thank you for the opportunity to submit this proposal. Please call if there are any questions or if we can be of further assistance.

Sincerely,



Ed Getherall  
Senior Project Director

[egetherall@ngf.org](mailto:egetherall@ngf.org)  
EFG/jsc

Acceptance: \_\_\_\_\_

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

## National Golf Foundation Survey

<b>NAME OF GOLF FACILITY</b>
<b>OPERATING STRUCTURE (please check appropriate description below)</b>
Municipal self-operation (management and maintenance)
Self-operation but with concession for Pro Shop and/or F&B (please explain)
Full-service management contract
Self-operation w/ private maintenance contract
Other (please explain)
<b>ROUNDS PLAYED</b>
Total Rounds Played 2010 (specify calendar or fiscal)
Rounds Played Trend YTD 2011
<b>REVENUES - 2010</b>
Total Revenues
Green Fee + Cart Revenues
Driving Range*
Merchandise*
Food & Beverage*
<b>*Please specify whether Gross or Net (e.g., Concession) Revenues</b>
<b>EXPENSES - 2010</b>
Total Operating Expenses (including Depreciation, <i>excluding</i> Debt Service/Capital)
General & Administrative (including labor)
Maintenance (including labor)
Depreciation
Debt Service (annual)
Administration/Overhead Charge by General Fund (if applicable)
<b>STAFFING</b>
Please indicate number of Municipal Employees at subject facility by:
Full-Time General & Administrative (pro shop, outside services, etc.)
Part-Time/Seasonal General & Administrative
Full-Time Maintenance
Part-Time/Seasonal Maintenance
Does the municipality employ an overall Golf Operations Manager or similar position?
If yes, what is the salary for this position?
<b>LABOR COSTS</b>
Total Maintenance Salaries/Wages (including benefits)
Total General & Admin. Salaries/Wages (including benefits)
Wage scale range for hourly employees (e.g., \$9.00 - \$15.00)

From: William Alonso  
Sent: Tuesday, March 01, 2011 9:47 AM  
To: Ronald K. Gorland; James R. Borgmann  
Subject: Emailing: Golf business consultant to plan, manage, market, finance, buy or sell a golf course.

# Golfmak, inc.

Michael A Kahn, Golf Business Consultant. From Grass to Finance. Over 50-Years at Your Service. Email



Play the Game



## ABOUT MIKE KAHN

See Me on Skype



[ Search >> ]

Links to Articles

My Email:  
[mike@golfmak.com](mailto:mike@golfmak.com)

Join 2,000 People who

### LET'S START GROWING THE GAME AGAIN - Like we did 50-years ago!

- Banker Trouble? Read this. Then call me. I might be able to help.
- Affordable interim golf course management - fast, temporary until you find a replacement
- Manage any golf facility - public, private, resort, muni, executive, retail store
- Who is Mike Kahn. Link to my 50-year history in golf
- Get your golf course back on track. A fast, efficient, professional 'eye-opening' analysis
- The Golf Course Buyer's Guide. . . Now a Bible for thousands of future aspiring golf course owners
- Golf courses for sale - all around the USA - Private, Semi-Private, Daily Fee, Executive
- JV Financing. I've participated in over \$50 million in successful golf course financings
- New 'imaginative' finance strategies. Some work like a charm! Call me: 941-739-3990
- EZ-Zack - the GULF OIL CLEANUP TOOL A simple plastic hoop! You've got to see it.

## My Golf Course Review and Analysis

### Request a Site Visit and Review Here

I found many smaller golf course operations like nine-hole courses, municipal courses, and country courses could not afford high-level experts to review, analyze and make recommendations to improve, sell or lease their golf course businesses. Unfortunately, they are the golf courses that need me the most and the clubs I feel I can help the most. I enjoy the work so much in the last few last years I've decided to reduce the fee to an affordable level - only \$2,500 plus expenses (see choices below). In the past few years I've worked in with the board of directors, private owners, bankers, lender and potential buyers.

My basic fee for an analysis is \$2,500.00, (\$3,150.00 if Golfmak pays travel and accommodation, \$3,350.00 if Golfmak pays for transportation and/or auto rental) plus expenses for a complete financial review, document review, leases, agreements, memos, docs, plus an all-day site review visit (3-day turnaround with travel). At site I meet with owners or boards. I deliver my written report and recommendations in less than 10-days. I must physically view the golf course and its market area to make a

[love golf at my Golfmak  
Yahoo Group!](#)

[Fixer-Uppers Could be  
Good Now](#)

[The Growing Private Club  
Dilemma!](#)

[MARKETING: Cheap  
prices as a means to  
compete is not always  
the answer](#)

[2008-9: Is this the Best  
Time Ever to Buy a Golf  
Course?](#)



[It was the Ball! What I  
think you should  
know.](#)

[What Not to Do as a First-  
Time Golf Course Buyer](#)

[The Future of the Golf  
Business as I see it.](#)

[Golf Course Buyer's Guide](#)

[Financing a golf course](#)

[Finance to Buy, or  
Refinance a Golf](#)

[Course. Start the Process  
Here](#)

[You'll think I'm NUTS  
saying we need 1,000  
more golf courses - until  
you read this](#)

[A Golf Course Buyers  
Formula](#)

[Getting a Golf Course](#)

effective analysis.

## A GOLF COURSE ANALYSIS: Fees

**YOUR FIRST CONSULTATION IS FREE. JUST CLICK HERE  
AND ASK, OR CALL (941) 739-3990.**

## FEEES FOR PROFESSIONAL SERVICES...

SITE ANALYSIS

WRITTEN REPORT

LEAD TIME REQUIRED

PAYMENT OF FEES

OUR GUARANTEE

WHAT I LOOK FOR

THE REPORT

FULL BUSINESS PLAN

OUR DISCLAIMER

**GOLF COURSE SITE ANALYSIS \$2,500.00 - A TYPICAL ASSIGNMENT COMPLETED IN 3 DAYS including travel. A Golfmak Golf Course Review includes a brief written report delivered by fax or Email.**

**WRITTEN REPORT :** A written report will be delivered within 3 days of an on-site review. Our analysis and cash flow projections are accepted by major golf course lending sources.

**LEAD TIME:** Allow up to fifteen-days advance notice to confirm Golfmak assignment. Shorter lead times will be accommodated when feasible.

**PAYMENT OF FEES: NEW:** As many clubs that need my kind of service are strapped for cash, I offer a split payment plan. \$1,500 up front upon booking the assignment, the balance of \$1,000 upon delivery of the written report. I require evidence of fully paid travel, site transportation, and accommodation (if overnight is required) confirmation before an assignment is



[Loan.](#)

[Avoid Mistakes that Scare Lenders Away!](#)

[Golf Business Experience. Mike Kahn's 50-Years.](#)

[Marketing a Golf Course: Simple Rules](#)

[Golf Business Consultation. Your first one is Free.](#)

[Golf Business Consulting. What Will it Cost?](#)

[The Truth About the Golf Business Today.](#)

[The Golf Course Superintendent? Do You Need One?](#)

[Golf Course Feasibility. Have You Updated Yours?](#)

[Buying Default Golf Courses Can be Lucrative for Tax Purposes](#)

[Golf Participation Statistics](#)

[A Golf Expert's Advice to Bankers](#)

[Golf Investors FAQ Sheet](#)

[Golf Course Financing. Where to look.](#)

[New Golf Courses. Your Players!](#)

[Golf Course Analysis](#)

[How to Create a French Drain](#)

[Golf Business FAQ Sheet](#)

[Golf Participation Statistic](#)

[Do you need a](#)

confirmed. All fees are paid via PayPal.

**GUARANTEED USEFUL:** I guarantee to provide a reasonable and useful service to you and your golf facility. If you are unsatisfied with my work, please demand refund of my fee (excluding travel and accommodation) before I leave the premises. Your \$2,500.00 will be returned immediately.

**WHAT DO I LOOK FOR?** You might be surprised at my attention to detail - and how quickly I can spot underlying problems. We walk about inspection of the golf course, the maintenance facility, maintenance equipment, and irrigation system. I review the data activity reporting system, the kitchen, and marketing strategies. I review merchandising activity, tee-sheet management, and player service practices (starters, rangers, etc.). I observe employee habits and behavior. I conduct a local competitive analysis (usually completed before I arrive at the site). In most cases, because we often focus on overlooked or missed revenue or concession opportunities, the cost of my site review can pay for itself almost immediately!

**THE REPORT:** The written report is delivered by fax or Email within ten days. It is a candid summary of our review of the subject plus any recommendations I may have.

**DISCLAIMER:** My review and analysis of a golf course properly supported entirely by my 50+ years experience in golf - refer to my [resume](#) and references. My report is designed to provide a basis of directors, a bank, a golf course operator, a potential buyer, a potential lender with an assessment of the subject golf facility and assistance in making decisions. We will not patronize our clients; rather, we report on what we see and our dialogue is entirely in our opinion. Fees paid to Golfmak, Inc. are for time and effort only. Client is advised to seek professional advice in legal and accounting matters.

Michael A. Kahn

CALL: 941-739-3990 Write: [mike@golfmak.com](mailto:mike@golfmak.com)



MARCH 28, 2011



## City of Miami Springs Interoffice Memo

DATE: March 23, 2011  
TO: Mayor Billy Bain and Members of the City Council  
FROM: James R. Borgmann, City Manager *JRB*  
RE: Wall of Fame at Community Center

---

Council charged the Recreation Board with creating a Wall of Fame at the community center to honor those individuals and businesses that have made a positive difference in our city. To that end, the board has met and has proposed the following guideline criteria:

### Article IV. COMMUNITY CENTER WALL OF FAME. RECREATION COMMISSION

#### Sec. 32-21. Duties.

The Recreation Commission is charged with recommending to City Council appropriate candidates for induction into the Miami Springs Community Center Wall of Fame.

#### Sec. 32-22. Rules of Procedure.

In the performance of these duties the Recreation Commission and the City Council shall be governed by the following rules of procedure:

- A) Recommendation for a selection for a candidate may be sought only upon petition of a Miami Springs citizen or citizen group, or by majority vote of the City Council. Nominations from citizens or citizen groups may be made in person at each Recreation Meeting or via the City Clerk in writing.
- B) The Recreation Commission shall consider all petitions and requests for consideration from City Council as noted in Section A at the next Recreation Meeting.

- C) Recommendations of the Recreation Commission shall be considered by the City Council at its next regular meeting following receipt of the Board's recommendation.
- D) All honorees established under the procedures prescribed by this section shall stand for a minimum of ten years before a name may be removed by majority vote of the City Council. However, a honoree may have a name removed at any time subsequent to a public hearing specifically called to consider the matter, and the rendering of an affirmative four-fifths votes of the City Council for such removing of dismantling.
- E) The Recreation Commission shall utilize the following criteria in evaluating eligibility for nomination:
  - 1. That a person under consideration may be alive or deceased.
  - 2. That a person must have contributed in some significant manner to the City in the areas of Parks and Recreation of the City.
  - 3. That a person with ties to the City must have distinguished themselves in acts, actions or activities within the City.
  - 4. That although compliance with the criteria set forth in subsection 1 herein is required; the failure to comply with any other single criteria is not fatal to consideration so long as at least a combination of two of the other criteria is met.
  - 5. That notwithstanding anything contained herein to the contrary, the City Council may approve recognition by a four-fifths vote, even if a person proposed for recognition fails to meet any or all of the aforesaid criteria previously set forth herein.

Chairman Shapiro made a motion to propose the City Council approval for the "Wall of Fame" in a mural type format at an entry wall of the Community Center following the criteria set forth at the Board meeting this evening. Board member Santin seconded the motion and it was carried unanimously.

As reflected in their minutes, the board suggested a mural type display as opposed to a plaque with name plates. They opined that the murals command more attention (the current ones are beautiful) and a plaque type display would look more like an "employee of the month" award rather than a prestigious acknowledgement of their contributions to the City.





Agenda Item

9F

was pulled

by the

Administration



**RESOLUTION NO. 2011-3508**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AUTHORIZING THE PROPER OFFICERS AND OFFICIALS OF THE CITY TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI SPRINGS AND MIAMI-DADE COUNTY FOR THE CITY TO RECEIVE FUNDING FOR GOB PROJECT NUMBER 293-76634/HISTORIC PRESERVATION FUND-CURTISS MANSION RESTORATION; DIRECTIONS TO CITY CLERK; EFFECTIVE DATE.**

**WHEREAS**, Curtiss Mansion, Inc., a Florida Not-for-Profit 501-C-3 Corporation ("CMI"), previously applied for funding from the County's BBC GOB Program for the restoration of the Curtiss Mansion; and,

**WHEREAS**, the application for funding filed by CMI was previously authorized by the City Council and the existing agreement between CMI and the City; and,

**WHEREAS**, CMI was successful in receiving funding from the GOB Program in a total amount not to exceed \$1,000,000; and,

**WHEREAS**, although processed through the CMI application and documentation, the county has now insisted on the City being the contracting party with the county due to the City's ownership of the subject property; and,

**WHEREAS**, through its approval and passage of Resolutions Nos. 2006-3327 and 2010-3478 and its corresponding authorized execution of Building Better Communities Interlocal Agreements Nos. 1 and 2 with Miami-Dade County, the City previously received authorized GOB Program funding in the amounts of \$350,000 and \$650,000; and,

**WHEREAS**, the County has authorized the City to receive additional GOB Program Funding in the amount of One Million (\$1,000.000) Dollars to assist in the completion of the Curtiss Mansion Restoration Project; and,

**WHEREAS**, in order to receive the additional authorized GOB Program funding in the amount of One Million (\$1,000,000) Dollars, the City has been requested to authorize and execute the Building Better Communities Interlocal Agreement attached hereto as Exhibit "A", with the County, and to authorize such actions by the passage of this resolution; and,

**WHEREAS**, the City Council of the City of Miami Springs has determined that it is both proper and appropriate and in the best interests of the City and its citizens to enter into the aforesaid Interlocal Agreement with the County, in order to secure the additional GOB Program funding for the restoration of the Curtiss Mansion:

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

**Section 1:** That the proper officers and officials of the City are hereby authorized to execute the Building Better Communities Interlocal Agreement attached hereto as Exhibit "A", between the City of Miami Springs and Miami-Dade County, for the City to receive an additional One Million (\$1,000.000) Dollars in funding for GOB Project Number 293-76634/ Historic Preservation Fund – Curtiss Mansion Restoration.

**Section 2:** That the City Clerk is hereby authorized to provide a certified copy of this Resolution to the proper officers or officials of Miami-Dade County in order to effectuate the receipt of the authorized bond program funding by the City.

Resolution No. 2011-3508

**Section 3:** That this Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida,  
this 28<sup>th</sup> day of March, 2011.

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


Vice Mayor Ator	" "
Councilman Best	" "
Councilman Espino	" "
Councilman Lob	" "
Mayor Bain	" "

\_\_\_\_\_  
Billy Bain  
Mayor

**ATTEST:**

\_\_\_\_\_  
Magali Valls, CMC  
City Clerk

**APPROVED AS TO LEGALITY AND FORM:**

  
Jan K. Seiden, City Attorney

Resolution No. 2011-3508



March 23, 2011

Jim Borgmann, City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166

Dear Mr. Borgmann:

**RE: GOB Revised Interlocal Agreement  
PROJECT NUMBER 293-76634 / Historic Preservation Fund - Curtiss  
Mansion Restoration**

Enclosed please find six (6) Grant Agreements with Exhibits to be executed for the captioned project. On June 6, 2006 the Board of County Commissioners approved an ordinance that eliminates the requirement that municipalities and certain non-profit groups adhere to the County's procurement procedures when implementing *Building Better Communities* Bond Program project(s).

I urge you to complete the necessary forms and submit them to us to expedite the reimbursement. As part of the overall process, we ask that you periodically send us progress photographs of your project(s) and provide a monthly update for us to include on our website. You are also required to provide an independent audit each year you receive a reimbursement from the grant award as detailed in the Administrative Rules page 18 of 21, Section 2.

Kindly return the signed agreements and exhibits to me in order for the County to countersign them. Two signed and sealed sets will then be returned to you for your records.

Sincerely,

Frank Barriga  
Capital Improvements Analyst, Office of Capital Improvements

Attachments

c: George L. Navarrete, Director

Agenda Item No.

City Council Meeting of:

MARCH 28, 2011

**BUILDING BETTER COMMUNITIES  
INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF MIAMI SPRINGS, FLORIDA  
AND  
MIAMI-DADE COUNTY**

Historic Preservation Fund/ GOB Project Number 293-76634  
Curtiss Mansion Restoration

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of Miami Springs, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Council of the City of Miami Springs, Florida (the "Municipality") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board enacted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of \$2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific Countywide projects, neighborhood projects for the Unincorporated Municipal Service Area and municipalities and associated allocations for activities such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, GOB Project Number 293-76634/Historic Preservation Fund- Curtiss Mansion Restoration, (the "Project") is eligible for funding from the BBC GOB Program in a total amount not to exceed \$1,000,000 (the "Funding Allocation"); and

WHEREAS, the Municipality is undertaking the completion of the restoration of the Curtiss Mansion located at 500 Deer Run, Miami Springs, Florida (the "Project 293-76634") which was specifically approved as part of the BBC GOB Program or is eligible for funding from one of the programs to be funded under the BBC GOB Program and is described more specifically in Exhibit 1 to this Interlocal Agreement; and

WHEREAS, the Curtiss Mansion Restoration/Project 293-76634 as a whole is estimated to cost \$3,476,191 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1 fully subject to and contingent upon the availability of BBC GOB Program proceeds and the execution of subsequent agreement(s) between the County and the Municipality; and



WHEREAS, pursuant to the terms of this Agreement the County has agreed to allocate \$1,000,000 from the Series 2011 A Bonds for the Project (the "Funding Cycle Allocation"); and

WHEREAS, the Council and Commissioners of both the Municipality and County have authorized, by resolution, their respective representatives to enter into this Agreement for each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements, sub-agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

**Section 1. Purpose:** The purpose of this Agreement is to clarify the parties' roles and obligations regarding the funding being provided with respect to the Project.

**Section 2. Funding Responsibilities:**

- a. **Project Funding Plan:** A Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Municipality through a local funding plan or written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any.
- b. **Representations of the Municipality:** The Municipality covenants and warrants that it has, in combination with the Funding Allocation, the amount of funding necessary for the completion of the Project. The additional sources of funding are listed in Exhibit 1.
- c. **Responsibilities of the County:** The County agrees to provide solely from BBC GOB Program proceeds for the Funding Cycle Allocation in an amount equal to \$1,000,000. This amount represents a portion of the amount necessary to complete the Project. This sum shall be provided in accordance with the reimbursement procedures contained in the County's GOB Administrative Rules attached as Attachment 1. Municipality understands and agrees that reimbursements to the Municipality will be made in accordance with federal laws. Subject to certain exceptions the applicability of which is to be reviewed on a case-by-case basis, the reimbursement allocation will be made no later than eighteen (18) months after the later of (a) the date the original expenditure is paid, or (b) the date the project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid by the Municipality. In the event that

the Project Milestones, as defined and set forth in Exhibit 1 of this Agreement are not within 10% of completion, the dollars to be funded for subsequent Milestones may be delayed for one (1) calendar year in accordance with the Administrative Rules, see Section 18 of this Agreement.

**Section 3. Parties, Effective Date and Term:** This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation. The County has delegated the responsibility of administrating this Interlocal Agreement to the County Mayor or designee, who shall be referred to herein as the "County Manager".

**Section 4. Compliance with Laws:** Each party agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, Section 2-11.15 of the Code (Art in Public Places), and all other applicable requirements contained in this Agreement and Exhibit 1, which is hereby incorporated in this Agreement by this reference.

**Section 5. Contractual obligation to comply with certain County requirements:**

All records of the Municipality and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Municipality shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

The Municipality shall comply with the requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.

**All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Agreement are posted on the County's website: "miamidade.gov".**

**Section 6. Accounting, Financial Review, Access to Records and Audits:** The Municipality shall maintain adequate records to justify all charges, expenses, and costs incurred which represent the funded portion of the Project for at least three (3) years after completion of the Project. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an Independent Private-Sector Inspector General ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. THE MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL ("OIG") shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Municipality and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Municipality (and any affected contractor and materialman) from OIG, the Municipality (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time,

within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this Section shall apply to the Municipality, its contractors and their respective officers, agents and employees. The Municipality shall incorporate the provisions in this Section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Municipality, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Municipality.

**Section 7. Relationship of the Parties:** The parties agree that the Municipality is an independent entity responsible solely for the Project and not an agent or servant of the County. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

**Section 8. Liability:** The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28 of the Florida Statutes. The Municipality acknowledges that the County, its employees, Commissioners and agents are solely providing funding assistance for the Project and are not involved in the design, construction, operation or maintenance of the Project.

**Section 9. Breach, Opportunity to Cure and Termination:**

- (a) Each of the following shall constitute a default by the Municipality:
  - (1) If the Municipality uses the Funding Cycle Allocation for costs not associated with the Project (i.e., ineligible costs), and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30)

- days after such written notice the Municipality commences diligently and thereafter continues to cure.
- (2) If the Municipality shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 9(a)(1) and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.
  - (3) If the Municipality fails to complete the Project within two (2) years of the effective date of the first executed Interlocal Agreement for this Project.
- (b) Each of the following shall constitute a default by the County:
- (1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Municipality; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.
- (c) Remedies:
- (1) Upon the occurrence of a default as provided in Section 9(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Municipality shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.
  - (2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).
  - (3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.
  - (4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that

party of any claim for damages it may have by reason of the default.

(d) Termination:

- (1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.
- (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
- (3) Upon termination of this Agreement pursuant to Section 9(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

**Section 10. Litigation Costs/Venue:** In the event that the Municipality or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Municipality agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

**Section 11. Naming Rights and Advertisements:** It is understood and agreed between the parties hereto that the Grantee is funded by Miami-Dade County. Further, by acceptance of these funds, the Grantee agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. The Municipality shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. In particular, the Municipality must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press

releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY." The use of the official County logo is permissible for the publicity purposes stated herein. The Municipality shall submit sample of mock up of such publicity or materials to the County for review and approval. The Municipality shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is its funding source.

**Section 12. Notice:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:

George M. Burgess, County Manager  
Miami-Dade County, Stephen P. Clark Center  
111 NW 1 Street, Suite 2910  
Miami, Florida 33128

The Municipality:

Jim Borgmann, City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166

**Section 13. Modification and Amendment:** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

**Section 14. Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**Section 15. Headings:** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**Section 16. Waiver:** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a

continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

**Section 17. Representation of the Municipality:** The Municipality represents that this Agreement has been duly authorized, executed and delivered by Mayor and Council, as the governing body of the City of Miami Springs, Florida and it has granted the City Mayor of Miami Springs, or designee, the required power and authority to execute this Agreement. The Municipality agrees to: a) maintain the Project for a minimum of 25 years; b) agrees to govern itself, in regards to the subject Project, in accordance with Article 6 of the County Charter; c) keep the Project open safely and properly maintained for all Miami-Dade County residents; and, d) allow all Miami-Dade County residents equal access and use of the Project and not discriminate when charging facility admission fees based on where a resident resides in the County. The Municipality also agrees to accept and comply with the Administrative Rules as stated in Attachment 1 and as may hereafter be amended.

**Section 18. Representation of the County:** The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Municipality for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). Miami-Dade County shall only be obligated to reimburse the Municipality provided the Municipality is not in breach of this Agreement and the Municipality has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The Municipality shall be solely responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Attachment 1, to the County Manager or his designee for this purpose.

**Section 19. Invalidity of Provisions, Severability:** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**Section 20. Indemnity:** The Municipality does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the Municipality shall not be held liable to pay a personal injury or property damage



claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Municipality. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

The County does hereby agree to indemnify and hold harmless the Municipality to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality or any unrelated third party.

Section 21. **Assignment:** The Municipality may not assign all or any portion of this Agreement without the prior written consent of the County.

Section 22. **Entirety of Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of \_\_\_\_\_, 2011.

City of Miami Springs, Florida

By: \_\_\_\_\_  
City Mayor Date

For the City Council,  
City of Miami Springs, Florida

\_\_\_\_\_, CLERK  
Attest:

By: \_\_\_\_\_  
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
County Mayor

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

Stephen P. Clark Center  
111 NW 1 Street  
Miami, Florida 33128

HARVEY RUVIN, CLERK  
Attest:

By: \_\_\_\_\_  
Deputy Clerk Date

Approved by County Attorney as  
to form and legal sufficiency. \_\_\_\_\_

**Miami-Dade County  
Building Better Communities**

City of Miami Springs		Historic Preservation Fund - Curtiss Mansion Restoration GOB Project Number 293-76634						
FY 2010 - 11 GOB Allocation	REVENUES			Milestones	EXPENSES			
	Future GOB Allocation	*Other GOB Funding	*Other Funding Allocations		Total Estimated Revenues	Projected Schedule Start Date	Projected Schedule End Date	Total Estimated Expenses
		3,000			3,000	12/15/05	12/31/07	3,000
			140,000		140,000	12/15/05	12/31/07	140,000
				0	0			0
				0	0			0
		90,000			90,000	10/30/01	6/20/04	90,000
			30,000		30,000	10/30/01	6/20/04	30,000
				0	0			0
				0	0			0
		77,000			77,000	1/15/06	4/5/06	77,000
			35,000		35,000	5/1/06	6/30/06	35,000
				0	0			0
			122,000		122,000	7/1/06	8/31/06	122,000
				0	0			0
				0	0			0
1,000,000	830,000		354,191		2,184,191	4/1/08	12/30/11	2,184,191
			795,000		795,000	4/1/08	12/30/11	795,000
				0	0			0
				0	0			0

REVENUES				EXPENSES			
FY 2010 - 11 GOB Allocation	Future GOB Allocation	*Other GOB Funding	*Other Funding Allocations	Total Estimated Revenues	Milestones	Projected Schedule Start Date End Date	Total Estimated Expenses
				0	Other		0
				0	Other (Non-GOB)		0
1,000,000	0	1,000,000	1,476,191	3,476,191	<b>TOTALS</b>		3,476,191

\* Other Funding (List sources and amounts)

Funding Source	Amount
City of Miami Springs	476,191
MPO Enhancement Funds/FDOT	1,000,000
GOB Project 271-70539	1,000,000
	2,476,191

**Project Narrative/Description**

The Curtiss Mansion, located at 500 Deer Run, Miami Springs, is a two-story deitoid-shaped and multi-massed example of the Pueblo-Mission Revival architectural style utilized by the Curtiss-Bright Company in the 1920s. Originally called "Dar-er-aha" (House of Happiness), it was designed and built by Glenn H. Curtiss, a leading transportation pioneer, renowned inventor and developer, as his personal residence, allowing him to be part of the planned residential community he developed. The community was originally called Country Club Estates and later named Miami Springs. The two-story structure's 13,732 square feet (first floor is 9,782 square feet and the second floor is 3,950 square feet) are roughly center-sited on the triangular-shaped 3.35-acre tract with some original landscaping and tropical vegetation. The site is locally and nationally designated and protected under a City preservation ordinance. The Mansion is being restored to its original 1925 condition, made possible in part by the comprehensive documentation and photographs that exist of the exterior and interior of the Mansion.

**GOB Total Funding Allocation Narrative/Description**

The adaptive re-use of the site will include administrative offices, an archive, an exhibit and performance hall, civic and cultural meeting rooms, aquatic life research laboratory, and a catering kitchen. The City's Bicycle Path now runs adjacent to the Mansion and the City Golf Course, so the Mansion can be seen by hundreds of pedestrians and golfers daily. Completion of renovation shall constitute final stabilization, exterior renovation, and "drying-in" of the structure. The total project cost amount specified is related to the previously defined completion of renovation. Future BBC GOB allocations are fully subject to and contingent upon the availability of BBC GOB Program proceeds and the execution of subsequent agreement(s) between the County and the City of Miami Springs.

**GOB FY 2010-11 Funding Allocation Narrative/Description**

Building Better Communities General Obligation Bond funding will facilitate the overall financing of the Curtiss Mansion renovation located at 500 Deer Run, Miami Springs. Funding will be used to cover the construction phase of the project.

\*For municipalities and public agencies, this Exhibit, along with the entity's resolution, conforms with Article III, Section 1, 2Ae of the Building Better Communities Bond Program (GOB) Administrative Rules.



3-28-2011



**MEMORANDUM**

**TO: MAYOR AND CITY COUNCIL**

**FROM: JAN K. SEIDEN, City Attorney and CITY PLANNER**

**DATE: MARCH 16, 2011**

**RE: EUROBUILDING HOTEL AND SUITES;  
4299 NW 36<sup>TH</sup> STREET**

---

As discussed at the regular City Council meeting of March 14, 2011, the City has received a request from the developer and architect of the Eurobuilding Hotel and Suites (formerly the Wachovia Bank Building) that its current and ongoing conversion and redevelopment project be exempted from the provisions and procedures contained within the proposed District Boundary Regulations for the new "Northwest 36<sup>th</sup> Street District".

The basis of the requested "exemption" is that the various plans and specifications for the ongoing conversion and redevelopment project were prepared in accordance with the current District Boundary Regulations for the Airport, Highway and Marine Business District. In fact, the City has been further advised that numerous project reviews have been conducted by outside regulatory agencies (i.e., Fire Department and DERM) of the existing project plans and specifications, and that various "approvals" have already been secured.

In light of the foregoing, and since the subject project is the only ongoing project that would be impacted by the proposed District Boundary Regulations for the "Northwest 36<sup>th</sup> Street District", it would be unfair and inappropriate to deny the requested exemption and require the revision of the already prepared, reviewed and approved plans and specifications.

A proposed Resolution is provided with this Memorandum which is intended to memorialize the decision of the City Council.

Sincerely,

JAN K. SEIDEN

JKS:jl

**RESOLUTION NO. 2011-3507**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS APPROVING THE EXEMPTION OF THE EUROBUILDING HOTEL AND SUITES (FORMERLY THE WACHOVIA BANK BUILDING) FROM THE PROVISIONS AND PROCEDURES CONTAINED IN THE DISTRICT BOUNDARY REGULATIONS FOR THE "NORTHWEST 36<sup>TH</sup> STREET DISTRICT"; EFFECTIVE DATE.**

**WHEREAS**, the City has received a request for exemption from the provisions and procedures contained within the District Boundary Regulations proposed for the "Northwest 36<sup>th</sup> Street District" by the developer and architect of the Eurobuilding Hotel and Suites (formerly the Wachovia Bank Building); and,

**WHEREAS**, the basis of the requested exemption is that the plans and specifications for the ongoing conversion and redevelopment project were prepared in accordance with the current District Boundary Regulations for the Airport, Highway and Marine Business District; and,

**WHEREAS**, the City has been advised that numerous project reviews have been conducted by outside regulatory agencies (Fire Department and DERM) of the existing plans and specifications, and that various "approvals" have already been secured; and,

**WHEREAS**, the City Council has determined that the granting of the requested exemption from the impact of the District Boundary Regulations for the "Northwest 36<sup>th</sup> Street District" is both fair and appropriate:

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

**Section 1:** That the Eurobuilding Hotel and Suites (formerly the Wachovia Bank Building) conversion and redevelopment project is hereby exempted from any of the provisions or procedures contained within the new District Boundary Regulations for the "Northwest 36<sup>th</sup> Street District".

**Section 2:** That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida, this 28<sup>th</sup> day of March, 2011.

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

Vice Mayor Ator	" _____ "
Councilman Best	" _____ "

Resolution No. 2011-3507



Councilman Espino  
Councilman Lob  
Mayor Bain

"\_\_\_\_"  
"\_\_\_\_"  
"\_\_\_\_"  
"\_\_\_\_"

---

Billy Bain  
Mayor

**ATTEST:**

---

Magali Valls, CMC  
City Clerk

**APPROVED AS TO LEGALITY AND FORM:**




Jan K. Seiden, City Attorney



ORDINANCE NO. 1014-2011

City Council Meeting of:

3-28-2011  


**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 150-002, DEFINITIONS; BY ADDING THERETO A DEFINITION FOR "REVITALIZATION SPECIALIST"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.**

**WHEREAS**, the City Council is currently considering the adoption of new District Boundary Regulations for the new "Northwest 36<sup>th</sup> Street District"; and,

**WHEREAS**, although there are numerous references to "Revitalization Specialist" in the aforesaid District Boundary Regulations, the proposed Regulations do not include a definition for the subject position; and,

**WHEREAS**, since the Ordinance references to "Revitalization Specialist" are material to the processes and procedures set forth in the District Boundary Regulations, it is believed that a specific definition should be included within the City's Zoning and Land Use Codes; and,

**WHEREAS**, the City Council has determined that it is in the best interests of the City and its citizens to provide a definition for the position of a "Revitalization Specialist" in the City Code of Ordinances:

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

**Section 1:** That Code of Ordinance Section 150-002, Definitions, is hereby amended to include the following new definition:

Section 150-002. Definitions.

- (A) ...
- (B) ...
- (C) ...

*Subsections (1) through (60) remain unchanged.*

(61) Revitalization Specialist. A City Consultant, Consulting Firm, or Administrative Staff Employee with expertise in the areas of zoning, planning, architectural design, building construction and renovation, and commercial redevelopment and revitalization, providing assistance and advice to the City on proposed commercial development, renovation and improvement, and redevelopment and revitalization projects in the City.

- ~~(61)~~ ~~(62)~~
- ~~(62)~~ ~~(63)~~
- ~~(63)~~ ~~(64)~~
- ~~(64)~~ ~~(65)~~
- ~~(65)~~ ~~(66)~~
- ~~(66)~~ ~~(67)~~
- ~~(67)~~ ~~(68)~~
- ~~(68)~~ ~~(69)~~
- ~~(69)~~ ~~(70)~~
- ~~(70)~~ ~~(71)~~
- ~~(71)~~ ~~(72)~~
- ~~(72)~~ ~~(73)~~
- ~~(73)~~ ~~(74)~~
- ~~(74)~~ ~~(75)~~
- ~~(75)~~ ~~(76)~~
- ~~(76)~~ ~~(77)~~
- ~~(77)~~ ~~(78)~~
- ~~(78)~~ ~~(79)~~
- ~~(79)~~ ~~(80)~~

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

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

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida this 12<sup>th</sup> day of April, 2011.

The motion to adopt the foregoing ordinance was offered on second reading by \_\_\_\_\_, seconded by \_\_\_\_\_,

and on roll call the following vote ensued:

Vice Mayor Ator	" "
Councilman Best	" "
Councilman Espino	" "
Councilman Lob	" "
Mayor Bain	" "

\_\_\_\_\_  
Billy Bain  
Mayor

**ATTEST:**

\_\_\_\_\_  
Magali Valls, CMC  
City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**



Jan K. Seiden, Esquire  
City Attorney

First reading: 03/28/2011  
Second reading: 04/12/2011

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

