



## Brian Wishneff & Associates

Agenda Item No.

City Council Meeting of:

MAY 23, 2011 *JB*

July 27, 2009

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**VIA FIRST CLASS MAIL**

Re: Using Historic Tax Credits to help finance the Curtiss Mansion's renovation

Dear Joellen,

I appreciate you speaking to me about the Curtiss Mansion renovation project the other day. This project is an ideal candidate to use Historic Rehabilitation Tax Credits, as the design is likely already in compliance with the requirements for the program. Following is an outline of the main points that we discussed regarding the application of Historic Tax Credits to the Curtiss building's renovation.

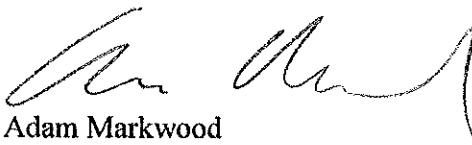
- Although Curtiss Mansion, Inc. is obviously a tax-exempt entity, it can take advantage of historic tax credits through a structure that can be set up with a Tax Credit Investor, which is typically a large company with a significant tax liability. Through this structure, Curtiss Mansion, Inc. essentially sells the credits to the investor; so the investor receives a reduction in tax liability and your organization receives a cash investment that can be used for the renovation, operations, or any other use that is deemed appropriate by the organization. There are no requirements in the legislation for the use of the money. We manage this process and under the organization's supervision, set up the structure that will enable it to take advantage of the program and secure tax credit equity (cash) from the investor.
- Because the design is in compliance with local and state historic standards, the design and construction of the building will not be effected. Thus, your organization is essentially entitled to historic tax credits for the building's rehabilitation.

- The organization's use of Historic Tax Credits in the project would not effect the schedule of construction. We would work on a parallel track to that of construction, negotiating with investors to increase the price for which they purchase the tax credits from project.
- The federal historic rehabilitation tax credit is for 20% of project costs. As an example, assume the project will cost \$4 million to complete. The historic tax credit equity that could be secured for this project would likely total about \$800,000 for the project. This would literally be cash the investor would wire into a bank account set up by us and owned by Curtiss Mansion, Inc, or whatever organization you decide. Often our clients will use this expected equity to leverage other funds for the project, however because you seem to have your sources secure, you can use the money to pay off any debt or any other use that is approved by the organization.
- Brian Wishneff & Associates works on a completely success-based fee. This means that if for some reason we are unable to secure tax credit equity for the project, you are not obligated to pay us. If you don't get paid, we don't get paid. We use this structure in order to align our interests with our clients interests. Once we do secure tax credit equity for the project, we get paid a percentage out of the total equity.
- The investor will have no authority over development decisions. This is legalized in an operating agreement set up for the transaction.

Please also see the enclosed information regarding our company and some of our projects.

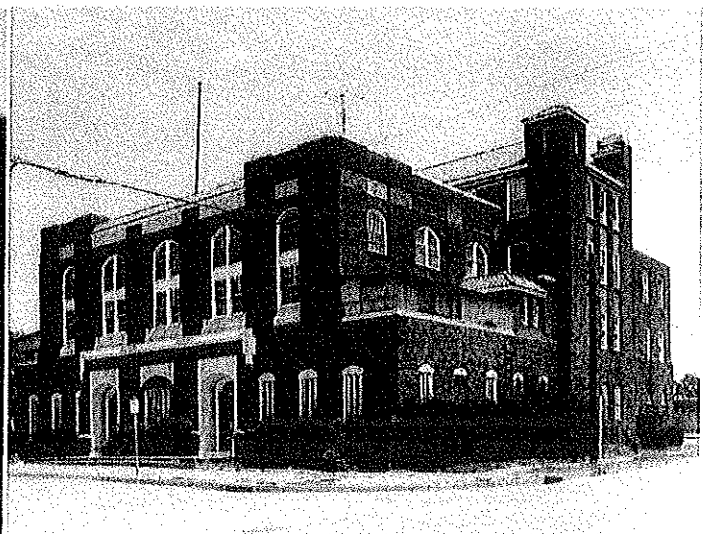
Thanks, Joellen and I look forward to speaking with in more detail about this opportunity.

Sincerely,



Adam Markwood

*Dallas Black Dance Theatre  
Historic & New Market Tax Credit Project  
\$9 Million in Tax Credit Equity Received*



**Project Facts**

**Total Project Cost:** \$9 million

**Sources of Funds:**

HTC equity - \$8M  
NMTC equity - \$900,000  
Fundraising - \$100,000

**Investor:**

HTC - National Grange Ins.  
NMTC - USBank

**Project Start Date:** 2005

**Completed:** 2007

**Size:** 25,000 sq. ft.

**Use:** Dance Theater & School

**Developer:** DBDT

**Owner:** DBDT

**Year Built:** 1930

**Location:** 2700 Flora Street  
Dallas, Texas

The Dallas Black Dance Theater was able to renovate the former YMCA (Moorland Building) into a dance theater as well as a school for dance thanks to the receipt of a \$8 million cash investment in federal Historic Tax Credits as well as a \$900,000 investment in New Markets Tax Credits.

This 25,000 square foot building is one of only two buildings that remain from the African-American community in Dallas. Located in downtown Dallas' central business district, the Moorland Building will retain an important historical significance as one of several YMCA's in the nation built in the 1930's with the support of local African-American citizens and that offered dormitory rooms to black travelers.

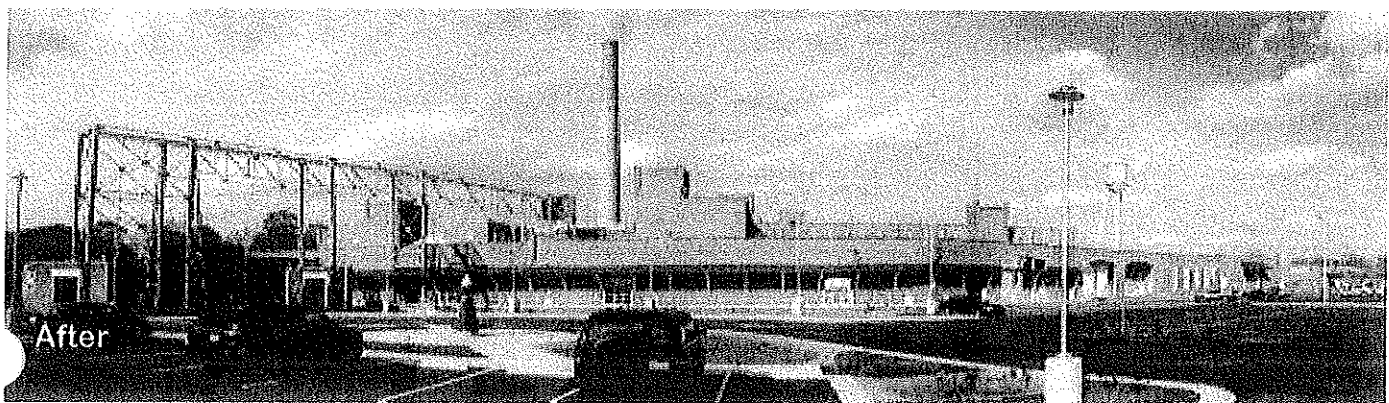
BW&A led the DBDT through the process of qualifying for the credits and securing an investor. To ensure the successful completion of the project, the BW&A team assisted the DBDT with each phase of the project. This included: working with the National Park Service on approval of the building design plans, managing the project budget, preparing operating budgets for the theater, recruiting and negotiating with investors for both the federal historic tax credits as well as for the New Market Tax Credits, preparing legal documents including partnership and lease agreements necessary to obtain funding for the tax credits and handling project close-out.

The result was \$8.9 million in tax credits that eliminated the need for any long-term debt on the facility. The dance theater and school offers the community and region first-class performing arts, entertainment and activities for the whole family.

*Imperial Centre New Markets Tax Credits & Historic Tax Credit Project*

**\$7.5 Million in Historic Tax Credit Equity Received**

**\$6.0 Million in NMTG Credit Equity Received**



**Project Facts**

**Total Project Cost:** \$37 million

**Sources of Funds:** City of Rocky Mount; RBC Centura Loan; FEMA; Tax Credits

**Investor:** Apollo Capital; Wachovia Corporation

**Project Start Date:** May 2003

**Completed:** December 2005

**Size:** 140,000 sq. ft. (40,000 new)

**Use:** Children's Museum, Planetarium, Art Center

**Developer:** Brian Wishneff & Associates; Downtown Renaissance, Inc. (DRI); City of Rocky Mount

**Owner:** Imperial Centre Partners LP; City of Rocky Mount

**Year Built:** 1903-1923

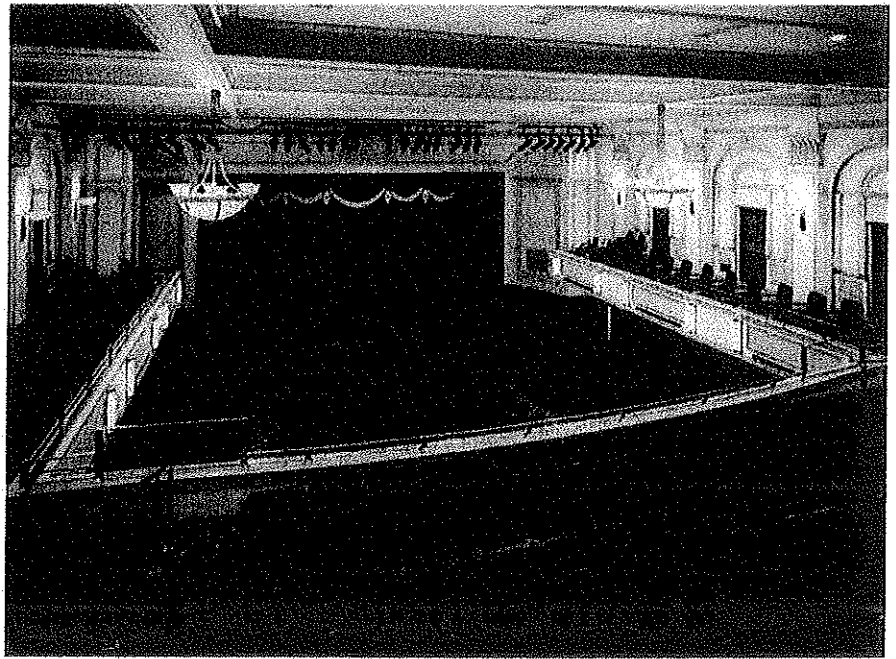
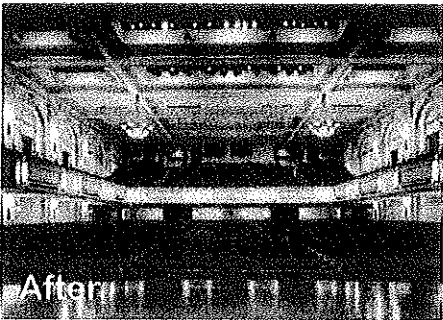
**Location:** Corner of Gay & Franklin Street, Rocky Mount, NC

The Imperial Centre, formerly the Imperial Tobacco Plant, located in the heart of Rocky Mount's downtown, had been vacant for many years. Revitalization of this property was an important community goal. In 1999, when Hurricane Floyd destroyed the City cultural facilities, DRI and the City undertook the project.

Brian Wishneff & Associate's role on this project started in 2003 when we were hired by the City of Rocky Mount. The project included revitalization of the Imperial Centre buildings, the former Braswell Library and construction of a new 300-seat performing arts theatre. BW&A's role was project manager of the overall project, including design, construction and financing. The financing required many legal entities to overlay both Federal and State historic tax credits and New Market Tax Credits as well as the sensitivity necessary when combining new construction with renovation.

The project is completed and the first performances and art shows will be in January 2006. This is an important project for the future of Rocky Mount, NC.

## Jefferson Center Historic Tax Credit Project \$3.2 Million in Tax Credit Equity Received



### Project Facts

**Total Project Cost:** \$12 million

**Sources of Funds:** \$3.2 million tax credit equity, \$2.8 million City of Roanoke, \$6 million private fundraising

**Lender/Investor:** First Union Capital Markets

**Project Start Date:** May 1999

**Completed:** May 2001

**Use:** 1000-seat performance hall

**Developer:** Jefferson Center Foundation Inc., Brian Wishneff & Associates

**Owner:** City of Roanoke, Jefferson Center L.P. (lessee)

**Year Built:** 1924

**Location:** 541 Luck Avenue SW  
Roanoke, VA 24016

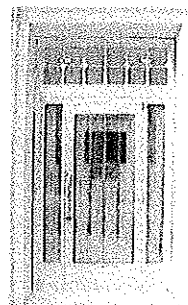
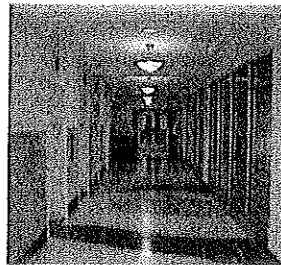
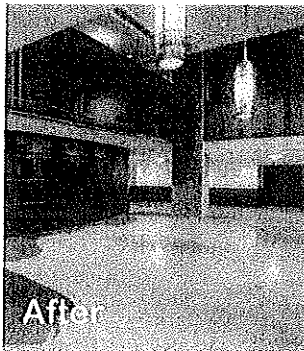
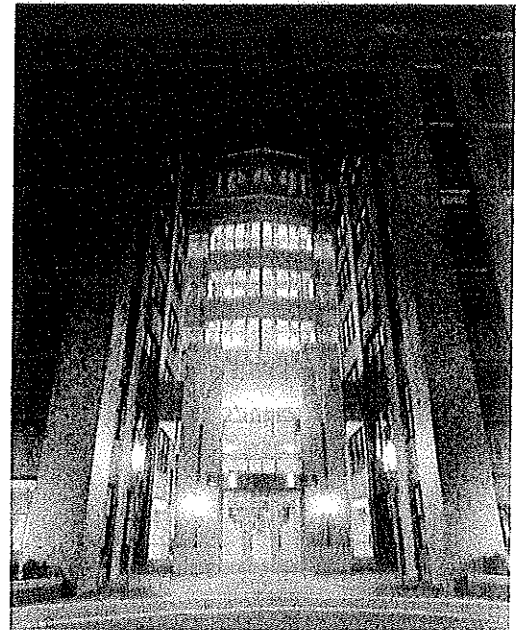
The Jefferson Center Foundation was able to renovate the former Jefferson High School auditorium into a 1000-seat performance hall thanks to the receipt of a \$3.2 million cash investment in state and federal Historic Tax Credits.

BW&A led the Foundation through the process of qualifying for the credits and securing an investor. To ensure the successful completion of the project, the BW&A team assisted the Foundation with each phase of the project. This included: working with the National Park Service on approval of the building design plans, managing the project budget, preparing operating budgets for the performance hall, creating a management structure for the facility, recruiting and negotiating with an investor for the tax credits, preparing legal documents including partnership and lease agreements necessary to obtain funding for the tax credits and handling project close-out.

The result was \$3.2 million in tax credits that eliminated the need for any long-term debt on the facility and allowed for the creation of a five-year operating reserve. The performance hall offers the community and region first-class performing arts, popular entertainment and activities for the whole family.

## Roanoke Higher Education Center Historic Tax Credit Project

\$7.2 Million in Tax Credit Equity Received



### Project Facts

**Total Project Cost:** \$19.2 million

**Sources of Funds:** \$7.2 million tax credit equity, \$9 million state appropriation, \$2.5 million City of Roanoke, \$.5 million interest

**Lender/Investor:** First Union Capital Markets

**Project Start Date:** April 1999

**Completed:** August 2000

**Use:** Education & training center for Roanoke Valley and greater southwest Virginia area

**Tenant:** Roanoke Higher Education Authority, 16 schools and universities and workforce training programs

**Developer:** Roanoke Higher Education Center Inc., Brian Wishneff & Associates

**Owner:** Roanoke Higher Education Associates L.P.

**Year Built:** 1931

**Location:** 108 North Jefferson Street, Roanoke, VA

Receipt of a \$7.2 million cash investment for state and federal tax credits allowed the Roanoke Higher Education Authority to renovate the former headquarters of the Norfolk & Western Railroad into a higher education center.

This 154,000 square foot former railroad office building sat empty for years. Working with community leaders, BW&A identified the need for the location of a higher education and work force training facility in the Roanoke area. The Virginia General Assembly established the Roanoke Higher Education Authority, a political subdivision, to locate such an education facility in Roanoke. The fact that over one-third of the \$19.2 million development cost was available through investment in the tax credits at the railroad building, made this facility the only viable alternative.

BW&A's team performed the following tasks for this project: located a facility that met programmatic needs, hired and managed the architect and contractor, worked to win approval of the National Park Service of the proposed design, secured funding from the city and state, procured all furniture, fixtures, equipment and technology, recruited and obtained leases from all tenants, developed operating budgets and operating procedures, managed the project budget, recruited and negotiated for an investor in the tax credits, prepared a myriad of legal documents including partnership and lease agreements necessary to obtain cash for the credits and a construction loan, prepared construction draws, secured operating funds, and handled construction close-out.

The Roanoke Higher Education Center now has 16 academic and training institutions for workforce training. These organizations include: Averett College, Blue Ridge Technical Academy, College of Health Sciences, Ferrum College, Hampton University, Hollins University, Mary Baldwin College, Old Dominion University, Radford University, Roanoke College, Total Action Against Poverty, University of Virginia, Virginia Tech, Virginia Western Community College, Bluefield College and the Fifth District Employment & Training Consortium.

**CURTISS MANSION RENOVATION  
TAX CREDIT AGREEMENT**

**THIS CURTISS MANSION RENOVATION TAX CREDIT AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between, the **City of Miami Springs**, a Florida municipality, by and through its delagee, **Curtiss Mansion, Inc.**, an active, non-profit (501(c)(3)) Florida Corporation (the "Owner"), and **Brian Wishneff & Associates**, a Virginia corporation located in Roanoke, Virginia (the "Consultant");

**WITNESSETH**

**WHEREAS**, the Owner intends to renovate the Curtiss Mansion located in Miami Springs, Florida (the "Property") for use as a museum (the "Project");

**WHEREAS**, the Property is eligible to be listed on the National Historic Register and is currently pursuing National Landmark designation;

**WHEREAS**, the Owner desires to utilize Federal and/or State Historic Tax Credits (collectively, "HTC") to assist in funding a portion of the renovation cost for the Project;

**WHEREAS**, the Consultant is experienced in managing HTC and renewable energy tax credit projects; and

**WHEREAS**, the Owner desires to have the Project renovated in accordance with the United States Department of the Interior's design standards;

**NOW, THEREFORE**, the Owner and Consultant agree as follows:

**ARTICLE I  
SCOPE OF WORK**

1.1. **Managing the Tax Credit Process.** The Consultant shall manage the HTC and other tax credit process from inception until payment is received by the Owner from various tax credit investors, if any.

1.2. **Effective Date.** The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by the parties, at which time the Consultant shall begin work as specified herein.

1.3. **Review of the Architect's Work to Increase Qualified Rehabilitation Expenses.** The federal HTC is twenty percent (20%) of the Project's qualified rehabilitation expenses ("QRE"). Generally, QRE includes the cost of renovation and soft costs, such as, without limitation, architect fees, but does not include new construction, site work, furniture, fixtures and equipment. The Consultant shall work with the Owner's architect to ensure that the Owner is achieving the maximum QRE as a result of the architect's work. The Consultant shall review all aspects of the design at every phase of the design and recommend changes that will likely cause certain items to be classified as QRE. The goal of the Consultant's work is to ensure that the design is executed in such a way as to ensure the highest amount of QRE for the Project.

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1.4. Review of General Contractor's Work to Increase QRE. The Consultant shall have two roles with regard to the General Contractor ("GC"):

a) The Consultant shall assist the Owner's architect in making the GC aware of portions of the Project that are historically significant and need additional sensitivity in the manner they are renovated. The Consultant shall provide a written list of those historic elements that need special treatment and provide that list, with an explanation thereof, to the GC in their initial pre-construction meeting, or as soon as practicable thereafter; and

b) The Consultant shall work with the GC to ensure that Project expenses are not incorrectly characterized and incorrectly allocated for QRE purposes, so as to avoid the loss of QRE for the Owner.

1.5. Evaluate and Determine Optimum Structure for HTC Program Implementation. The Consultant shall review and analyze the facts surrounding previous, current and future owners and users of the Project, as well as other issues, such as, without limitation, proposed funding sources and expenses incurred to date. Based on this review, the Consultant shall propose use a structure that is both cost effective and efficient for the Project. The Consultant will advocate on behalf of the Owner for uses that both respects any existing agreements the Owner might have made or may have promised for the Project, while at the same time working to generate the greatest amount of QRE for the Owner. The approach to these issues will likely affect the amount of QRE, as well as the cost of implementing the tax credit process for the Owner.

1.6. Creating Tax Credit-related Entities and Agreements. The Consultant shall draft for the Owner those certain documents that are necessary to carry out these HTC programs, including but not limited to, corporate documents, services contracts and/or loan and lease agreements. Both the timing of the creation of these documents as well as the content of these agreements can make the difference in whether the Project ultimately attracts credit investors at all, and if successful, the pricing and size of the credit investment. The Consultant shall work to ensure that it protects and preserves the Project's ability to use these credits and obtain the greatest dollar amount from the investors through these agreements.

1.7. Evaluation of Hard and Soft Costs for QRE. The Consultant shall evaluate all potential hard and soft costs over and above the actual renovation of the building that can be classified as QRE and, if necessary, work to persuade a tax credit investor for inclusion of those costs as QRE.

1.8. Incorporating Existing Project Work and Expenses. The Consultant shall work with the Owner on designating any existing Project expenses and making necessary adjustments to existing contracts for services that are necessary to secure the highest possible amount of QRE. If necessary, the Consultant shall advocate for the inclusion of the expenses as QRE with potential tax credit investors.

1.9. Working with existing Project Funds. The way in which funds are characterized and/or the funds come into a project can have a great impact on the ultimate amount of QRE generated for a given project. The Consultant will work to include all of the sources of funds available to carry out the Project, including all public and private sources of funds,

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1.10. Preparing Information Packages for Potential Tax Credit Investors. The Consultant shall collect and prepare informational packets about the Project for potential HTC investors, as well as describe the Project to each potential pool of tax credit investors. The quality of the information and the way in which the information is characterized can be critical in determining the investor's level of interest and potential pricing for the credits. The information shall be packaged in a fashion that is recognizable to the largest portion of the tax credit investor community, so they can begin to gain confidence in investing in this Project.

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1.11. HTC Tax Investor Recruitment & Evaluation. The Consultant shall work to recruit HTC investors. The recruitment effort shall include local, statewide and national investors. The Consultant shall make all possible efforts to involve local investors. The Consultant shall secure term sheet(s) or offer(s) from HTC investors. There are many variables in HTC investor's offers that can affect the amount of money the Owner receives as well as the cost of securing or closing-on the HTC investment. Taking these variables into account, as well as the specific needs of the Project, the Consultant shall recommend to the Owner the HTC investor that makes the best proposal based on various pricing terms over the 5-year plus period, as well as tax-credit related expenses over the life of the HTC investor's involvement in the Project.

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1.12. Creating and Collecting Information Needed by the HTC Investor for Closing. Once an HTC investor is selected by the Owner and a term sheet is signed with that investor, each of the parties shall work towards a closing on the HTC. Generally, the closing would occur when the Owner is ready to sign an agreement with a GC and all other sources of funding are identified. If a construction loan is needed as part of the overall financing, the HTC closing may occur simultaneously with the closing on this construction loan. The Consultant will manage and coordinate these closings, in conjunction with and pursuant to the terms specified by the Owner and any and all authorized staff. The Consultant shall create, collect and package information needed for closings and provide that information to the HTC investors on a timely and on-going basis, starting from the time the term sheet is signed with the HTC investor. This will allow for gradual approval of documents over a period of several months. The Consultant shall review draft documents provided by the HTC investor's legal counsel, and if necessary, advocate on behalf of the Owner to ensure that the documents contain the most favorable terms for the Owner. The Consultant shall also coordinate conference calls and/or meetings between the various parties to provide a forum to address issues in advance of closing and to ensure that any party responsible for providing information and/or documents does so in a timely manner. Generally, at closing, agreements will be signed that will lock in the pricing and other business terms of the HTC investors and will describe the conditions upon which the investors makes their equity investment. These agreements shall also describe the duties of each party during the period that the investor remains in the Project and how the investor might exit any partnerships in which it may be a member. The Consultant shall work towards this closing in such a manner that it matches the Owner's desired schedule for beginning construction and completing construction. During the term of the Project, based on the current Project facts, the Consultant shall also evaluate the potential benefit of dividing any portion of the construction of the Project into phases.

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1.13. Construction meetings. The Consultant shall participate in at least one (1) construction meeting between the architect and GC every three (3) months, once construction begins, in order to ensure the necessary historic standards are being met.

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1.14. Renewable Energy Financial Incentives. If the Project will contain any renewable energy components, the Consultant shall work to identify and secure all potential financial incentives available for energy conservation and renewable energy production for the Project. Consultant shall identify and shall work to secure a tax credit investor for any renewable energy tax credits generated by the Project. In addition, Consultant shall coordinate the closing on these tax credits in a the same or substantially similar manner to that used for the HTC credits.

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1.15. Selecting and Working with an Accounting Firm to complete the Cost Certification. The Consultant shall be the Owner's primary contact with the accounting firm hired by the HTC investors to complete a "Cost Certification Audit" at the end of construction. Owner reserves the right to contact such accounting firm directly. This audit is critical as it is the deciding factor in determining the final dollar amount of QRE to be paid by the investors. The Consultant shall assist the Owner throughout the Project to ensure proper bookkeeping and record keeping practices are followed, in order to obtain the most accurate QRE for the Project. The Consultant shall also assist in the preparation of information to allow the selected accounting firm to complete its audit in the most efficient manner possible. Consultant may also be present during any visits to the Project by the accountants in order to answer any questions that may arise related to the audit. Any such visits and the expenses related thereto shall require the Owner prior written approval. The Consultant shall review the initial drafts of these audits to bring to the accountant's attention any discrepancies or items overlooked during the audit.

1.16. Payment by Tax Credit Investors. The Consultant shall do the work necessary to obtain the investment by the HTC investors. The Consultant's work on this project and this agreement shall be complete after the total HTC investment is made by the investors. This typically occurs about ninety (90) days at the end of construction.

1.17. Consultant's Authority. The Consultant recognizes they do not have the authority to commit the Owner to financial obligations related to this Agreement.

## ARTICLE II FEES AND SCHEDULE

2.1. If the Curtiss Mansion is deemed eligible for the twenty percent (20%) Federal HTC, the Consultant shall earn a contingent fee of twelve percent (12%) of the total equity payment (the "Equity Payment") and/or other form of investment made by any HTC investor, New Market tax credit investor or Renewable Energy tax credit investor and any other governmental credit/deduction program. The Consultant shall be paid its fee on the same schedule as the Owner receives an equity payment from a credit investor. For example, if the HTC investor pays thirty percent (30%) of its equity halfway through construction, then the Consultant shall then be paid thirty percent (30%) of its total fee. The Owner shall be responsible for all legal and accounting fees, which are typically incurred at closing and paid out of the Equity Payment. Otherwise, the Consultant shall be reimbursed on a quarterly basis for any pre-approved direct expenses such as travel, long distance calls and sending overnight packages, whether an HTC closing occurs or not. However, the Consultant shall seek Owner's written approval before incurring any expenses for which Owner would be responsible to pay pursuant to this Agreement. Any and all such expenses, which Consultant incurs without Owner's approval, shall be Consultant's responsibility. At no time shall Consultant's reimbursable expenses exceed five thousand dollars (\$5,000).

**ARTICLE III  
MISCELLANEOUS**

3.1. Assignment. This Agreement may not be assigned by either party, without a written, mutually executed agreement, and only as necessary, if at all, for the fulfillment of the HTC and other tax credit process. When, and if, required and if deemed appropriate by the Owner, the Owner will assign this Agreement to the appropriate entity when notified by the Consultant of the appropriate entity and the timing for such assignment. If assigned by the Owner, the provisions of this Agreement shall inure to the benefit of and be binding upon such assignee and the Consultant.

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3.2. Notices. All notices given pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or courier fees prepaid, sent to the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery service. The parties hereto shall be responsible for notifying each other of any change of address. Addresses for notices are as follows:

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**Deleted:** The provisions of this Agreement shall be subject to and construed and enforced in accordance with the laws of the State of Florida.

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If to the Owner: Curtiss Mansion, Inc.  
Attn: JoEllen Phillips  
P.O. Box 661-494  
Miami Springs, FL 33266

If to the Consultant: Brian Wishneff & Associates  
Professional Arts Building  
30 W. Franklin Road  
Suite 503  
Roanoke, Virginia 24011

3.3. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous agreements, understandings and representations, regarding the subject matter contemplated herein. This Agreement may only be modified by written agreement executed by all of the parties.

3.4. Waiver. No waiver of any provision of this Agreement shall be valid, unless in writing and executed by the party against whom it is sought to be enforced.

3.5. Choice of Law, Jurisdiction and Venue. The validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties hereto shall be subject to and construed and enforced in accordance with the laws of the State of Florida. The parties hereby agree that any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Miami-Dade County, Florida in a court of competent jurisdiction.

3.6. Enforceability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof,

and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein and the remainder of the Agreement shall remain in full force and effect.

3.7. Waiver. Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

3.8. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed in their respective corporate names by their duly authorized officers as of the date first written above.

CITY OF MIAMI SPRINGS

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

BRIAN WISHNEFF & ASSOCIATES

By: \_\_\_\_\_  
Name: Brian Wishneff, President  
Title: President  
Date \_\_\_\_\_

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The Consultant will begin work upon the signing of this agreement.





## City of Miami Springs Interoffice Memo

DATE: May 19, 2011  
TO: Mayor Xavier Garcia and Members of the City Council  
FROM: James R. Borgmann, City Manager   
RE: City Manager Job Description and Qualifications

---

Attached are pages from our current list of job descriptions for the position of City Manager and also a sheet that was used in the past to assist executive searches for that same position.

I have also enclosed a memo from me regarding the scope of your search. It is not intended to be an endorsement of anyone, but rather my thoughts after 30+ years in local government.

Agenda Item No.

City Council Meeting of:

MAY 23, 2011



**CITY OF MIAMI SPRINGS  
POSITION DESCRIPTION**

Class Title: CITY MANAGER

Department: CITY MANAGER

**GENERAL PURPOSE**

Performs high level administrative, technical and professional work in directing and supervising the administration of city government.

**SUPERVISION RECEIVED**

Works under the broad policy guidance of the City Council.

**SUPERVISION EXERCISED**

Exercises supervision over all municipal employees either directly or through subordinate supervisors.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

Directs the overall effort of the City government. Appoints department heads and acts as appointing authority for City employees. Coordinates the efforts of the various departments under the City governmental structure.

Prepares the annual City Budget for submission to the Council. Submits recommendations to the Council for their discussion and approval concerning the efficient operation of the City government. Keeps the Council informed of general City operations and activities. Makes plans and recommends future programs of the City.

Provides professional advice to the city Council and department heads; makes presentations to councils, boards, commissions, civic groups and the general public.

Communicates official plans, policies and procedures to staff and the general public.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.

Prepares a variety of studies, reports and related information for decision-making purposes.

Sees that all laws and ordinances are faithfully performed.

Advises the City Council of financial conditions and current and future city needs.

Attends all meetings of the Council at which attendance may be required by the Council.

## PERIPHERAL DUTIES

Recommends for adoption by the council such measures as manager may deem necessary or expedient.

Prepares and submits to the council such reports as may be required by that body or as manager may deem it advisable to submit.

May serve as the head of one or more departments of city government.

## DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- (A) Masters in public administration, government, political science, business management or a closely related field, and five (5) year of experience as a municipal administrator.

Necessary Knowledge, Skills and Abilities:

- (A) Considerable knowledge of modern policies and practices of public administration; working knowledge of municipal finance, human resources, public works, public safety, and community development;
- (B) Skill in preparing and administering municipal budgets; skill in planning, directing and administering municipal programs; skill in operating the listed tools and equipment;
- (C) Ability to prepare and analyze comprehensive reports; ability to carry out assigned projects to their completion; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, city officials and the public; ability to efficiently and effectively administer a municipal government.

## SPECIAL REQUIREMENTS

Must be bondable.

## TOOLS AND EQUIPMENT USED

Requires frequent use of personal computer, including word processing and spreadsheet programs; calculator, telephone, copy machine and fax machine.

## PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

#### WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

#### SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**CITY OF MIAMI SPRINGS**  
**CITY MANAGER**  
**EXECUTIVE SEARCH FACTORS**

**INTERACTION SKILLS:** Can the candidate demonstrate that he/she can interact well with the following groups:

- X City Council (Do they keep their council informed and do they follow through on council requests?)
- X Public (Community organizations, chamber of commerce, individual members of the public)
- X Staff (Do they communicate the council's direction well to the city's staff?)
- X Press (Do they present a good image of the city through the media?)
- X Other governments (Do they represent the city and its interests well before other governments?)

**PERSONAL SKILLS:** Ability to

- X Effectively manage and lead the city's staff
- X Communicate well orally and in writing
- X Manage the city's finances (including grants)
- X Select, develop and retain good city staff
- X Effectively deal with human resources issues (including ensuring accountability of employees and, if applicable, unions)
- X Negotiate effectively for the city
- X Enforce contracts (whether with vendors or unions)
- X Manage projects
- X Develop and manage strategic and operational plans

**EXPERIENCE:** Does the candidate have expertise in areas that are specifically relevant to the city such as in:

- X Development
- X Redevelopment
- X Storm water
- X Country club management
- X Utilities (water/sewer/electric)
- X Does he/she have experience as a senior official in a demographically similar city (size, ethnicity, economies, etc.)

**TRACK RECORD:**

- X Does the individual have a track record demonstrating successful management?
- X Has the individual exhibited longevity in his/her employment history or are they a job hopper?
- X Has he/she been a manager?

MAY 23, 2011



## City of Miami Springs Interoffice Memo

DATE: May 19, 2011

TO: Mayor Zavier Garcia and Members of the City Council

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

RE: Extent of Search for new City Manager

---

At your last meeting, you requested more input regarding the process to hire a new city manager, specifically how far you want the search to reach.

Using today's technology, your search will almost automatically go global once people start forwarding the announcement to friends, relatives and colleagues. If you chose to hire a "headhunter", I am sure they will have candidates from many parts of the country. The City has the ability to advertise in multiple job placement locations from M-D County to national through the International City Manager's Association (ICMA).

I would, however, recommend the following:


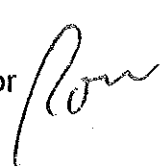
1. Experience in the State of Florida. The candidate should have a fundamental grasp of the Florida laws that govern the day to day operations of a city. Other states may allow things that Florida doesn't and it could become a problem if your new manager is not aware of the differences. This has actually happened before in Miami Springs.
2. Experience in Miami-Dade County. Due to the unique "home-rule" charter of our county, many of the restrictions we function under will be foreign to someone coming in from outside M-D County. In most cities in the other 66 counties, they are unrestricted in their ability to form CRA's, or establish their own regulations for traffic signage. In M-D County, there are literally dozens of functions and activities we cannot commence until after we receive approval from the county.

Certainly, the final decision lies in your hands, but as someone who has spent the last 30+ years of my life in local government, I wanted to share my experience and thoughts with you.





City Manager Department  
201 Westward Drive  
Miami Springs FL 33166  
305-805-5010

**TO:** Honorable Mayor Garcia and Members of the City Council  
**VIA:** Jim Borgmann, City Manager   
**FROM:** Ron Gorland, Assistant City Manager & Code Compliance Director   
Tex Ziadie, Building Department Supervisor  
**DATE:** May 18, 2011  
**SUBJECT:** Code Compliance Sign Ordinance Discussion

Attached to facilitate subject is both the sign ordinance (attachment "A") and pictures of signage taken last week in our commercial areas to highlight discussion items.

Agenda Item No.

City Council Meeting of:

MAY 23, 2011

Miami Springs, Florida, Code of Ordinances >> TITLE XV - LAND USAGE >> Chapter 150 - ZONING CODE >> ARTICLE II. - SIGNS >>

**ARTICLE II. - SIGNS**

Sec. 150-029. - Political and election sign regulations.

Sec. 150-030. - Sign regulations.

Sec. 150-031. - Vision clearance at intersections.

Sec. 150-032. - Portable storage units.

Sec. 150-033. - Permanent electrical generators.

Sec. 150-034. - Installation of central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment.

**Sec. 150-029. - Political and election sign regulations.**

**(A) Permitted signs.**

- (1) Each residential property, business property or establishment, and church site shall be permitted to display one sign for each candidate or ballot issue.
- (2) Signs may also be affixed to, or carried in motor vehicles, so long as the attachment and placement of such signs does not constitute a hazard to the public health, safety, or welfare.
- (3) The carrying of signs and placards on all properties within the City, including City swales, medians, sidewalks, streets, alleys, bike paths or other public rights-of-way, shall also be permitted so long as such activities are conducted in a manner that does not create a hazard to the public health, safety or welfare and is not otherwise prohibited by state statute or county or municipal ordinance.
- (4) In the case of vacant land or an unoccupied commercial location, a written statement of permission from the owner of such property for the display of any political or election signs is required to be submitted to the City prior to the utilization of such location. In addition, the statement shall also authorize the City to remove said signs if they are not displayed properly or removed in accordance with the requirements of this section.
- (5) Signs for political candidates in City Council elections may be placed at any time following the candidate's qualification for office.

**(B) Prohibited signs.**

- (1) No political or election signs may be placed or located on the swales, medians, sidewalks, streets, alleys, bike paths or other public rights-of-way of the City. All signs placed in any of the aforesaid locations may be forthwith removed by authorized City representatives without any advance warning or notice to any person.
- (2) No political or election signs may be pasted, glued, painted, affixed, tacked, nailed or otherwise attached to any City building or structure, utility pole, tree, traffic control device, bridge, guardrail, public traffic or location sign, or other property of the City.
- (3) No political or election signs shall be illuminated or prepared with light reflecting paints.

**(C) Sizes of signs and locations.**

- (1) Signs shall be placed or located in such a manner as to avoid the creation of any hazards for vehicular or pedestrian traffic.
- (2) Outside signs located in permitted areas shall not exceed eight square feet in size and shall be placed within the property side of the sidewalk, if one exists. In areas without sidewalks, signs must be placed at least 16 feet from the edge of the street pavement. In all instances, outside signs shall be placed in locations that will eliminate the possibility of infringement on any City right-of-way.
- (3) However, outside signs located in permitted areas such as vacant land, unoccupied commercial properties, parking lots, or other privately owned open space shall not exceed 16 square feet in size, shall be placed within the property side of the sidewalk, if one exists, and shall be placed and erected in a safe and appropriate manner. In areas without sidewalks, signs must be placed at least 16 feet from the edge of the street pavement. In all instances, outside signs shall be placed in locations that will eliminate the possibility of infringement on any City right-of-way.
- (4) Inside signs located in permitted areas shall not exceed six square feet in size and shall be located and secured in a manner that avoids the creation of any hazards to the premises or adjacent properties.



- (5) Notwithstanding the foregoing, the existing City Code provisions and requirements for the establishment of office signage and the usage of special event signage shall continue to be regulated in accordance with the applicable provisions of Code § 150-030
- (D) *Violations and enforcement.*
- (1) Each political candidate or sponsoring organization is responsible for each sign posted or displayed on behalf of said candidate or ballot issue regardless of who may have authorized or actually performed the act of posting and display.
  - (2) Each and every sign posted or displayed on behalf of any candidate or ballot issue shall be removed within ten calendar days following the determination of the election for which the candidate's or ballot issues' signs was posted and displayed.
  - (3) As a prerequisite to the posting or display of political or election signs, each candidate or sponsoring organization shall be required to post a \$200.00 cash bond with the City Code Enforcement Department as minimum security for the timely removal of all signs.
  - (4) If any political or election signs posted or displayed in compliance with this section remain following the expiration of the aforesaid removal period, or any political or election signs are posted or displayed in non-compliance with this section, the \$200.00 cash bond posted with the City shall be forfeited to the City to help defray the cost of the removal of the violative signs.
  - (5) In addition, if any signs remain after the aforesaid removal period, the City may enforce the provisions of this section against the candidate or the sponsoring organization of any ballot issue through the implementation of the City Code Enforcement or Supplemental Code Enforcement Citation System procedures.
  - (6) By this reference, the City is authorized to include the violation of the provisions of this section as an offense to be enforced by the supplemental Code Enforcement Citation System. The minimum fine to be imposed for the removal of any signs by the City shall be \$50.00 for each sign removed.
  - (7) If all political or election signs of any candidate or sponsoring organization are timely and properly removed following the determination of the election for which the signs were posted and displayed, the City shall return the \$200.00 cash bond posted with the City to the appropriate candidate or sponsoring organization.

(Ord. 869-2000, passed 1-8-01; amend. Ord. 956-07, passed 6-11-07)

### **Sec. 150-030. - Sign regulations.**

- (A) *Purpose.* The purpose of this section is to create a comprehensive system of street graphic controls, thereby facilitating clear communication, improving the appearance of the City and reducing traffic hazards.
- (B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
- Animated sign.* A sign which utilizes motion of any part by any means or displays flashing, oscillating, sequential or intermittent lights other than time or temperature.
- Architectural details.* Any projection, relief, cornice, column, change of building material, window or door opening on any building.
- Balloon sign.* Any sign of fabric type material inflated by cold air to a point of semirigidity for the purpose of floating above the ground.
- Banner sign.* A sign having the characters, letters or illustrations applied to cloth, paper, plastic film or fabric of any kind, or any other material with similar characteristics, with only such material for backing.
- Bench sign.* Any sign painted on or attached to a bench or to a shelter for persons awaiting public transportation.
- Building identification sign.* A sign that shows the name or address of a building.
- Bunting.* Any kind of pennant, streamer or other similar fabric decoration.
- Commercial event sign.* A temporary sign announcing any commercial special event such as, but not limited to, the first opening of a business not previously conducted in the City by the same person, at the particular location or the first sale of dwellings in a project. It may be wood, paper, cloth, bunting or banner pennants.
- Contractor/architect sign.* A sign designating the name of the general contractor, subcontractor, architect or any other business or professional undertaking real property improvements on the site where the sign is located, whether commercial or residential.

*Development identification sign.* A sign that is permitted to be installed only around the perimeter of a development to identify the development.

*Directional sign.*

- (1) A noncommercial sign permanently erected and maintained by the City, county or state, or any agency thereof:
  - (a) Denote the name of and/or route to any thoroughfare.
  - (b) Denote the route to any City.
  - (c) Denote the name and/or route to any educational institution, public building, park, recreational facility or hospital.
  - (d) Direct and regulate traffic.
  - (e) Denote the name and/or route to any transportation or transmission company.
- (2) A noncommercial sign located on and relating to an activity on the premises upon which the sign is located, providing directional and safety information to pedestrian and vehicular traffic, for example: *entrance, exit, and caution.*

*Directory sign.* An index consisting of the names of tenants of an office building, shopping center or other multi-tenant business complex.

*Eave line.* The lowest line of the eaves on a pitched roof building.

*Election sign* any sign which indicates the name, cause or affiliation of anyone seeking public office or which indicates any issue for which a public election is scheduled to be held.

*Facade.* The face of a building from the ground to the top of the parapet in the case of buildings with flat roofs and to the ridge line of the roof in the case of buildings with a pitched roof.

*Ground sign.* Any freestanding solid structure containing one or two sign faces which is supported solely by its own ground-mounted base and which is not attached or affixed in any way to a building or other structure.

*Illuminated sign.* Any sign having characters, letters, designs, logos or outlines illuminated by electric lights or luminous tubes designed for that purpose, whether or not said lights or tubes are physically attached to the sign.

*Item of information.* A word, an initial, a logo, an abbreviation, a number, a symbol, or a graphic shape.

*Model sign.* A sign which designates a particular dwelling unit which is exhibited to depict other units of a similar design that are for sale.

*Multi-tenant center.* Any shopping center, office center, business center or industrial center in which two or more occupancies abut each other or share common parking facilities or driveways or are otherwise related.

*Nonresidential public street.* Those streets and streets segments denoted as nonresidential public streets in Figure 1.

Public rights-of-way upon which residential real estate open house directional signs are permitted	
(1)	Westward Drive, from Flamingo Circle to Hammond Drive;
(2)	Ludlam Drive, from Lafayette Drive to Crane Avenue;
(3)	Crane Avenue from Thrush Avenue to North Royal Poinciana Boulevard;
(4)	North Royal Poinciana Boulevard, from Albatross Street to Ludlam Drive;
(5)	Morningside Drive in the area where there is a Parkway, from Palmetto Drive to Minola Drive;
(6)	The Parkway triangle located at South Royal Poinciana Blvd. and Ragan Drive;
(7)	The circles on South Drive, DeSoto Drive and Glendale Drive;

(8)	The triangle on Morningside Drive and Lake Drive;
(9)	The triangle at Lenape Drive and Corydon Drive;
(10)	The triangle at Hunting Lodge Drive and North Melrose Drive;
(11)	North and South Melrose Drive on the canal side only.

*Off-premise sign.* Any sign advertising a commercial establishment, activity, product, service or entertainment which is sold, produced, manufactured, available or furnished at a place other than on the property on which the sign is located.

*Parapet line.* The line of a parapet on the facade of a flat roofed building with a parapet and the line of the roof on the facade of a flat roofed building without a parapet.

*Political/ideological sign.* Any sign which expresses any political or ideological idea or opinion of any kind.

*Portable sign.* Any sign not permanently attached to the ground or other permanent structure or a sign designated to be transported, including, but not limited to, signs designed to be transported by means of wheels; skid-mounted signs; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; and signs attached to or painted on vehicles parked to clearly provide advertising close to the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business, the sign area is less than two square feet per side and there is no reasonable alternative storage space.

*Project construction sign.* A sign announcing a project under construction or an intended use of the premises in the immediate future.

*Projecting architectural sign.* A sign which is attached flat against a projecting building wall or other structural element which is designed as an integral part of the building of which it is a part.

*Projecting nonarchitectural sign.* A sign which is directly attached to and projects from a building wall or other structure element by more than 15 inches.

*Real estate for sale or for lease sign.* A sign erected on-site by the owner or his agent, indicating property which is for rent, lease or sale, open for inspection, shown by appointment only or similar announcement.

*Roof sign.* A sign erected over, across or on the roof of any building, except that a projecting architectural sign shall not be deemed to be a roof sign.

*Sidewalk or sandwich sign.* A movable sign not permanently secured or attached to the ground.

*Sign, commercial.* Any writing, pictorial identification, description, illustration, presentation, illumination or other device which is affixed to or represented directly or indirectly upon a building, structure or land and which identifies or directs attention to a product, place, activity, persons, institution, business or service. However, any such writing, pictorial identification, and the like which is inside a building and cannot be seen from the outside shall not be considered a sign for the purposes of this section and shall not be regulated by this section. Any wall mural or other art work which bears no specific relationship to a particular product, place, activity, person, institution, business or service shall not be considered to be a sign for the purposes of this section and shall not be regulated by this section. Any name of a newspaper or other publication of general circulation on a box for the distribution or delivery of such publication directly to customers shall not be considered to be a sign and shall not be regulated by this section. One United States flag and one other noncommercial flag on one pole per lot shall not be considered to be a sign if it is not greater than 20 feet in height and 15 square feet in area.

*Sign, noncommercial.* Any sign other than a commercial sign. Noncommercial signs include any required sign as specified in division (D), any public interest sign as specified in division (E), any residential name plate identification signs, any residential development identification sign, any residential development directional sign, any election signs and any political or ideological sign.

*Signable area.* Any one area of rectangular shape on the side of a building, provided that said signable area is free of architectural details and is located where the sign to which it pertains is located.

*Sign area.* When a sign is fabricated as a banner or box or other structure which is applied to the wall of a building, the sign area is the entire area of the rectangle which completely encloses the face of the sign. When a sign is a wall or window sign composed of individual letters, symbols or logos painted on or otherwise applied to a wall or window, the sign area is the entire area of the rectangle which completely

encloses all letters, symbols and logos. When the sign is a ground sign, the sign area is the entire area of the rectangle which encloses the entire face of the sign and any supporting structure, except in the expressway sign district. In the expressway sign district, when the sign is a ground sign, the sign area is the entire area of the rectangle which completely encloses the entire face of the sign, but does not enclose any supporting structure which is below the lowest level at which letters, symbols or logos are located. For any other sign not described above, the sign area is the entire area of the rectangle which completely encloses the entire face of the sign, but does not enclose any supporting structure. See figures 2-4 for illustration of sign area measurements.

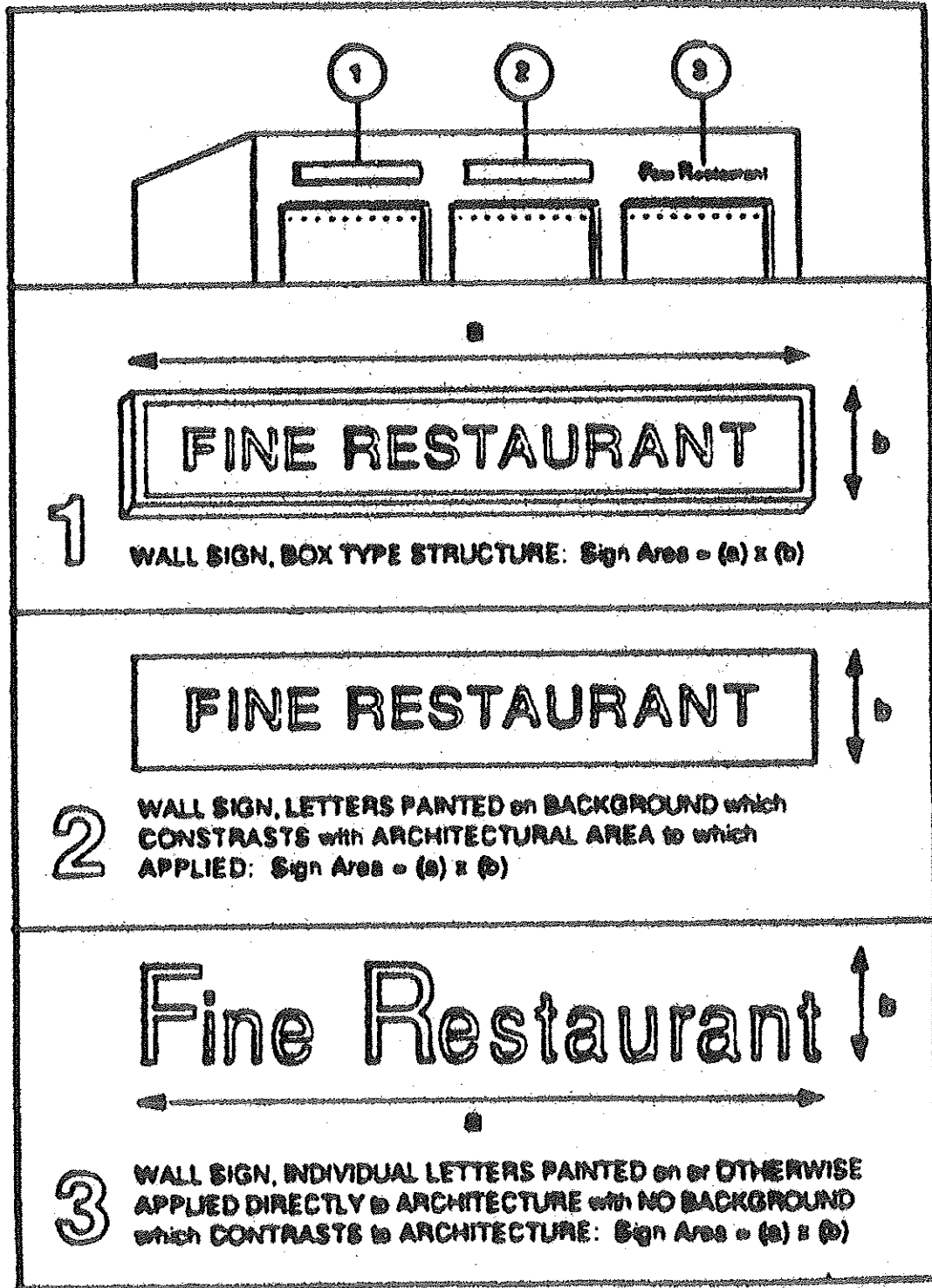
*Sign face.* The surface of a sign which contains the writing, pictorial identification, and the like which constitutes a sign.

*Sign height.* The height of the sign measured from the finished ground elevation to the top of the sign. If the area around the sign is bermed, then the height of the sign is determined from the crown of the fronting street.

*Snipe sign.* A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, walls, trash receptacles or fences, or to other objects, and the advertising matter appearing thereon is not applicable to the present use of the premises upon which such sign is located, including

garage sale signs. Legal notices required by law are exempted.

**Figure 2: Sign Area for Wall Signs**



*Figure 2: Sign Area for Wall Signs*

*Temporary sign.* Any sign to be displayed for a limited period as specified in division (J).

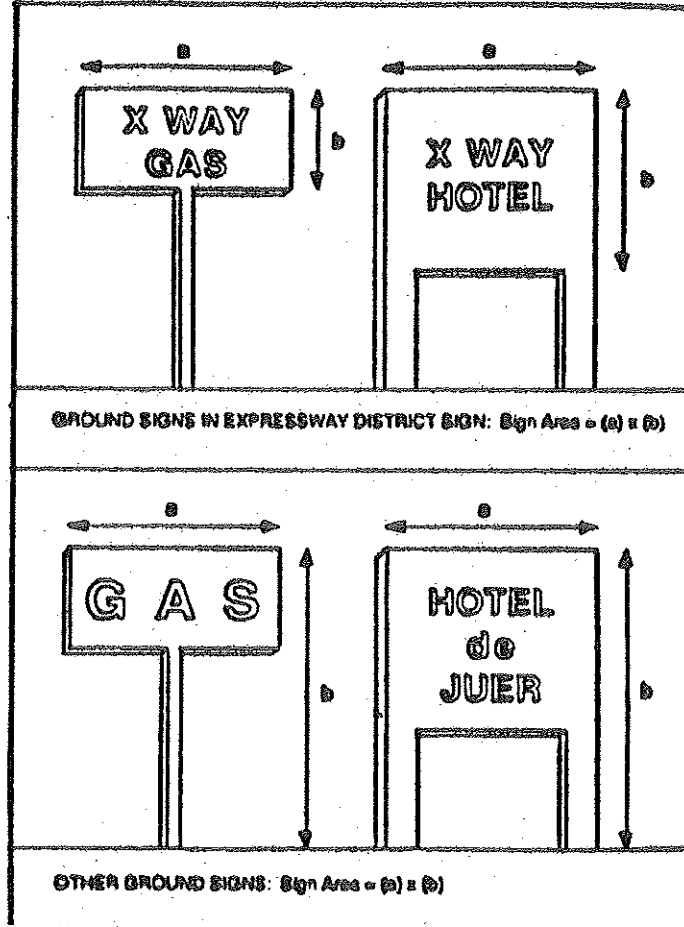
*Wall sign, nonprojecting.* A sign which is affixed to an exterior wall, facia, cantilever, marquee, awning, mansard or pitched roof of any building which is parallel thereto and supported by said wall, facia, cantilever, marquee, awning, mansard or building. No sign shall project higher than the top of said wall, facia, mansard or building.

*Window sign, permanent.* A permanent sign painted on or otherwise permanently attached to a window or door.

*Window sign, temporary.* A temporary sign attached to a window or a door.

*Zoning lot.* Any land area upon which is situated a given building and/or land use and which is needed to meet the minimum lot size, parking, landscaping, setback or other requirements for that building and/or use and any other building and/or use which may be on the same parcel.

**Figure 3: Sign Area for Ground Size**



**Figure 3: Sign Area for Ground Signs**

- (C) *Prohibited signs.* The following signs are prohibited anywhere in the City:
- (1) Animated signs except time and temperature.
  - (2) Banner signs except as commercial special event signs pursuant to division (J).
  - (3) Buntings, balloons and commercial flags and pennants.
  - (4) Obscene signs.
  - (5) Portable signs.
  - (6) Projecting nonarchitectural signs.
  - (7) Roof signs.
  - (8) Sandwich or A-frame signs, except for residential real estate open house directional signs pursuant to division (C)(10) below.
  - (9) Snipe signs.
  - (10) Signs on public property, other than signs placed by agencies of governments or signs specifically authorized for placement on public property by this Code.

Figure 4: Sign Area for Window Signs

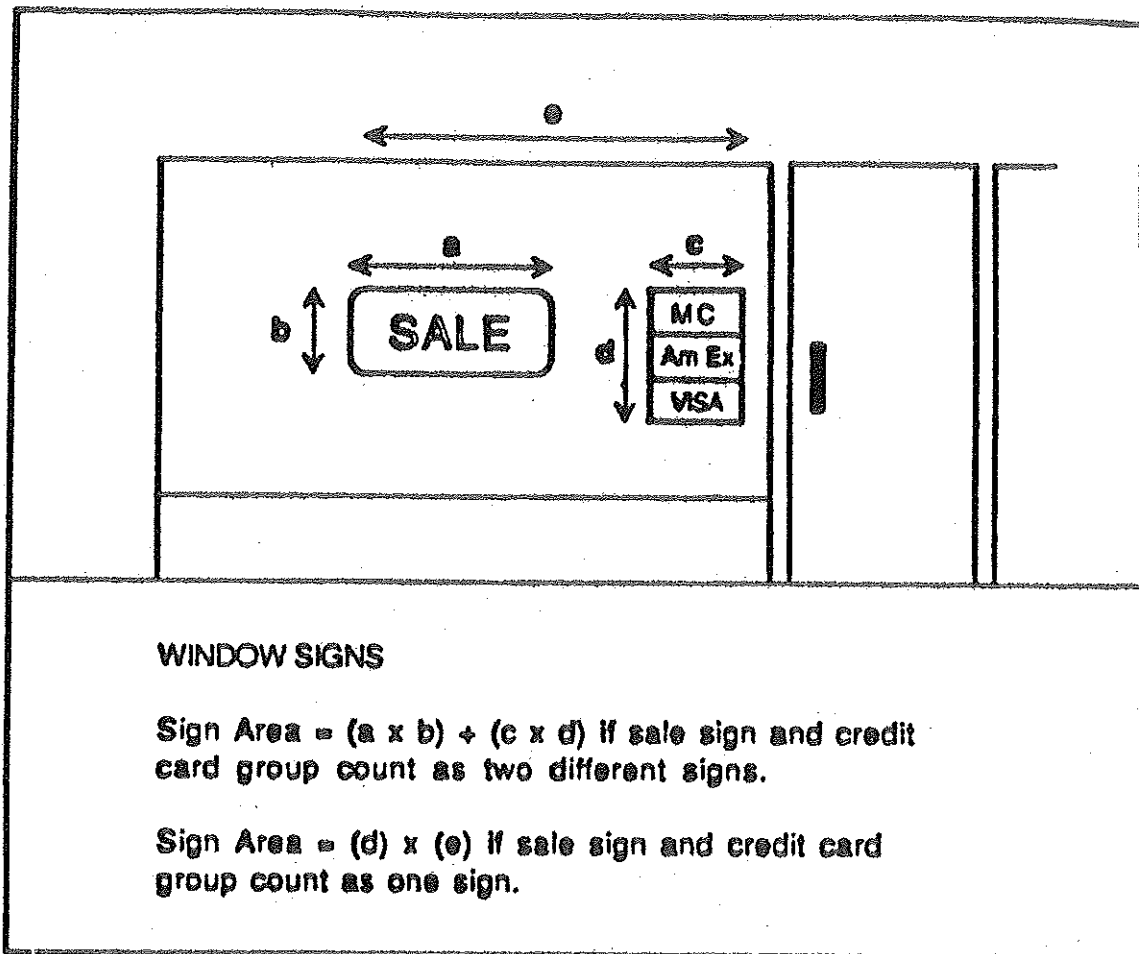


Figure 4: Sign Area for Window Signs

- (11) Signs on utility poles, other than signs placed by the applicable utility company for utility identification or similar purpose.
  - (12) Any off-premise commercial sign, except that signs specifically permitted pursuant to divisions (G), (H), (I), and (J) may be off-premise signs by virtue of their content.
  - (13) Any sign not expressly authorized by this Code or not specifically excluded from the purview of this section.
- (D) *Required signs.* The following signs must be placed where relevant and shall not be counted in determining the amount of signage permitted on a lot under this Code.
- (1) Warning signs at gasoline stations as prescribed by the fire marshal.
  - (2) Fire lane markings and any such other signs as may be prescribed by the fire marshal.
  - (3) Building identification signs:
    - (a) Residential building with four dwelling units or less-address numerals at least three inches high either standing alone or in conjunction with the names of the occupants.
    - (b) Residential building with more than four dwelling units and nonresidential buildings address numerals at least ten inches high.
    - (c) Nonresidential building-address numerals at least three inches high at each building entrance.
  - (4) Handicapped parking signs.
  - (5) Directional signs for safe on-site vehicular and pedestrian circulation as may be deemed necessary by the City's site plan review authority.
- (E) *Public interest signs.* The following signs shall be permitted on any and all public or private land due to their public service benefit and shall not be counted in determining the amount of signage permitted on a lot under this Code.

- (1) Benches, approved by the City Council, may carry commercial and noncommercial signs if designed as an integral part of the structure and necessary to defray the cost of providing the structure.
- (2) Bus shelters, approved by the City Council, may carry commercial and noncommercial signs if designed as an integral part of the structure and necessary to defray the cost of providing the structure.
- (3) Directional signs for churches, public schools and similar institutions.
- (4) Any sign erected or required by governmental units, provided such sign is not larger than required by state or federal law.

(F) *Residential zoning district permanent signs.* The following signs are authorized in all residential districts:

<b>Residential development identification ground sign:</b>	
• Number maximum	2 sign faces for each road entering the development from outside the development
• Area maximum per sign face	24 square feet
• Height maximum	4 feet
• Items of information	10
<b>Directional sign:</b>	
• Number maximum	As determined necessary by City staff
• Area maximum per sign face	4 square feet
• Content restrictions	Content shall be limited to words and symbols necessary to direct traffic.
<b>Institutional use signs:</b>	
• Institutional uses in residential districts shall be permitted signage in accordance with the regulations applicable to the B-1 zoning district.	

(G) *Signs in the B-3 zoning district.* The following signs shall be permitted in the B-3 district.

<b>Ground sign:</b>	
• Number maximum	2 sign faces per zoning lot
• Setback minimum	5 feet from right-of-way
• Height maximum	20 feet
• Area maximum per sign face	120 square feet
• Items of information maximum	10
<b>Projecting architectural sign in lieu of ground sign:</b>	
• Number maximum	2 sign faces per zoning lot
• Setback minimum	5 feet from right-of-way
• Height maximum	10 feet above the eave or parapet line of the building on which it is located
• Area maximum per sign face	120 square feet
• Items of information maximum	10
<b>Low nonprojecting wall sign:</b>	
• Number maximum	1 per each ground floor establishment which has its own principal public access directly facing a nonresidential public street or on an unobstructed pedestrian access way which leads to a public street



• Area maximum	40 percent of signable area up to 30 square feet
• Height maximum for one story buildings	Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower
• Height maximum for buildings with more than one story and with second story windows	Below the sill line of second story windows. In cases where the sill line varies, the sill line under which a sign in place shall govern
• Height maximum for buildings with more than one story but no second story	Not higher than four feet above the second floor line
• Items of information maximum	10
<b>High nonprojecting wall sign:</b>	
• Number maximum	1 sign face per building facade on a nonresidential public street
• Area maximum	40 percent of signable area up to 100 square feet
• Height maximum	Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower
• Items of information maximum	10
<b>Window sign:</b>	
• Number maximum	2 per each ground floor establishment which has its own principal access directly facing a public street or on an unobstructed pedestrian access way which leads to a public street
• Area maximum of one or both	15 percent of total window area up to 20 square feet
• Items of information maximum when any letters and other graphic symbols which constitute an item are more than four inches high	10
• Items of information maximum when all letters and other graphic symbols which constitute an item are more than four inches high	Unlimited
<b>Additional sign or sign area:</b>	
• Number maximum	1 sign face per building if this provision is used to permit an additional sign
• Area maximum	40 square feet allocated to one sign if this provision is used to permit an additional sign or 40 square feet distributed among all otherwise permitted sign faces
• Location requirements	Mounted on a building wall in accordance with the locational requirements applicable to low wall signs if this provision is used to merit an additional sign

(H) *Signs in the B-2 and MUB districts.* The following signs shall be permitted in the B-2 and MUB districts:

Ground sign:	
• Number maximum	2 sign faces per zoning lot
• Setback minimum	5 feet from right-of-way
• Height maximum	20 feet
• Area maximum per sign face	120 square feet
• Items of information maximum	10
Projecting architectural sign in lieu of ground sign:	
• Number maximum	2 sign faces per zoning lot
• Setback minimum	5 feet from right-of-way
• Height maximum	10 feet above the eave or parapet line of the building on which it is located
• Area maximum per sign face	120 square feet
• Items of information maximum	10
Low nonprojecting wall sign:	
• Number maximum	1 per each ground floor establishment which has its own principal public access directly facing a nonresidential public street or on an unobstructed pedestrian access way which leads to a public street
• Area maximum	40 percent of signable area up to 30 square feet
• Height maximum for one story buildings	Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower
• Height maximum for buildings with more than one story and with second story	Below the sill line of second story windows. In cases where the sill line varies, the sill line under which a sign is place shall govern
• Height maximum for buildings with more than one story but no second story	Not higher than four feet above the second floor line
• Items of information maximum	30
High nonprojecting wall sign:	
• Number maximum	1 sign face per building facade on a nonresidential public street
• Area maximum	40 percent of signable area up to 100 square feet
• Height maximum	Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower
• Items of information maximum	10
Window sign:	
• Number maximum	2 per each ground floor establishment which has its own principal public access directly facing a public street or on an unobstructed

	pedestrian access way which leads to a public street
• Area maximum of one or both	15 percent of total window area up to 20 square feet
• Items of information maximum when any letters and other graphic symbols which constitute an item are more than four inches high	10
• Items of information maximum when any letters and other graphic symbols which constitute an item are less than four inches high	unlimited
<b>Additional sign or sign area:</b>	
• Number maximum	1 sign face per building if this provision is used to permit an additional sign
• Area maximum	40 square feet allocated to one sign if this provision is used to permit an additional sign or 40 square feet distributed among all otherwise permitted sign faces
• Location requirements	Mounted on a building wall in accordance with the locational requirements applicable to low wall signs of this provision is used to permit an additional sign

(II) *Signs in the B-1 zoning district.* Ground signs and projecting architectural signs are expressly prohibited, as are all other signs identified as prohibited signs by division (C). The specific reference to division (C) in this section is not to be construed as meaning that division (C) does not apply to other sign districts. The following signs shall be permitted in the B-1 zoning district:

<b>Low nonprojecting wall sign:</b>	
• Number maximum	1 per each ground floor establishment which has its own principal public access directly facing a nonresidential public street or on an unobstructed pedestrian access way which leads to a public street
• Area maximum	40 percent of signable area up to 30 square feet
• Height maximum for one story buildings	Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower
• Height maximum for buildings with more than one story and with second story windows	Below the sill line of second story windows. In cases where the sill line varies, the sill line under which a sign is placed shall govern
• Height maximum for buildings with more than one story but no second story windows	Not higher than four feet above the second floor line
• Items of information maximum	10
<b>Window sign:</b>	
• Number maximum	2 per each ground floor establishment which has its own principal public access directly facing a public street or on an unobstructed

	pedestrian access way which leads to a public street
• Area maximum one or both	15 percent of total window area up to 20 square feet
• Items of information maximum when any letters and other graphic symbols which constitute an item are more than four inches high	10
<b>Additional sign or sign area:</b>	
• Items of information maximum when all letters and other graphic symbols which constitute an item are less than four inches high	Unlimited
• Number maximum	1 sign face per building if mounted in accordance with locational requirement (a) below, or
	2 sign faces per building if hung according to locational requirement (b) below, or
	No additional sign faces if distributed according to locational requirement (c) below
<b>Location requirements:</b>	

	(a) Mounted on a building wall in accordance with the locational requirements applicable to low wall signs, or
	(b) Hung below an awning or other canopy, or
	(c) Distributed among all otherwise permitted sign faces

**(J) Temporary signs.** Only the following temporary signs shall be permitted:

	Residential District	Non-Residential District
<b><u>Commercial special event sign:</u></b>	Not Permitted	
• Number per project		1 banner sign per establishment
• Area maximum		30 square feet
• Length of display		Not to exceed 30 days total during the first six months following the securing of an occupational license by a new business occupant
<b><u>Real estate for sale and for lease signs:</u></b>		
• Area maximum	144 square inches plus two panels not exceeding together 144 square inches in addition for special information such as number of bedrooms, number of baths, presence of pool, and suspended with "S" hooks from main sign	12 square feet

• Number maximum	1 per street frontage	1 per street frontage
• Length of display	For the time period during which the property is offered	During the time period during which the property is offered
<b><i>Residential real estate open house and talking house directional signs:</i></b>		
• Area maximum	450 square inches	450 square inches
• Open house sign regulations	Open house signs shall be left in place only on the day and during the hours of the open house. Open house signs cannot be displayed unless there is actually an open house being held, with the owner or a representative available at the house to allow access to prospective buyers. In no case shall the sign be left in place for more than two consecutive days, or up to a maximum of three days in any seven day period. Open house signs must state "Open House" in large letters, and may also include the phrase "Talking House" with a directional arrow. Other real estate sale signs can only be displayed on the property for sale and are not to be considered open house signs	Open house signs shall be left in place only on the day and during the hours of the open house. Open house signs cannot be displayed unless there is actually an open house being held, with the owner or a representative available at the house to allow access to prospective buyers. In no case shall the sign be left in place for more than two consecutive days, or up to a maximum of three days in any seven day period. Open house signs must state "Open House" in large letters, and may also include the phrase "Talking House" with a directional arrow. Other real estate sale signs can only be displayed on the property for sale and are not to be considered open house signs
• Talking house sign regulations	Talking house signs may be left in place for no more than two consecutive days, or up to a maximum of three days in any seven day period. Talking house signs must state "Talking House" in large letters, and may also include a directional arrow. Other real estate sale signs can only be displayed on the property for sale	Talking house signs may be left in place for no more than two consecutive days, or up to a maximum of three days in any seven day period. Talking house signs must state "Talking House" in large letters, and may also include a directional arrow. Other real estate sale signs can only be displayed on the property for sale
• Location	On private property with permission of owner, specifically designated public rights-of-way as shown in Figure 1, and on the public right-of-way area of the street where the subject sale property is located	On private property with permission of owner, specifically designated public rights-of-way as shown in Figure 1, and on the public right-of-way area of the street where the subject sale property is located
<b><i>Contractor/architect construction sign:</i></b>		
• Number maximum	1	1
• Area maximum	144 square inches	6 square feet

• Length of display	During remodeling During construction	During remodeling During construction
<b><u>Project construction sign:</u></b>		
• Number per project	1 per street frontage	1 per street frontage
• Area maximum	8 square feet	30 square feet
• Height maximum	6 feet	10 feet
• Length of display	After site plan approval and up to issuance of certificate of occupancy or 18 months whichever is less	After site plan approval and up to issuance of certificate of occupancy or 18 months whichever is less
<b><u>Garage sale sign:</u></b>		Not permitted
<b><u>Political/ideological sign:</u></b>		Not permitted
• Length of display		Unlimited
• Number		Otherwise permitted signs may have political and ideological content in part or in whole
• Area maximum		As applicable to otherwise permitted signs
• Height maximum above grade		As applicable to otherwise permitted signs
• Setback minimum		As applicable to otherwise permitted signs

(K) *Supplemental regulations.*

- (1) *Construction and workmanship standards.* All permanent signs shall conform to state building code, including Chapter 23 relative to wind pressure standards. In addition, all signs shall be constructed, attached, painted or otherwise applied in a neat professional manner according to standard industry practice.
- (2) *Electric standards.* All electrical equipment and lines used as or in connection with signs shall meet the National Electric Code.
- (3) *Maintenance required.* All signs must be maintained in good condition. They shall be kept neat and safe at all times. Any evidence of sign deterioration shall be deemed a violation of this provision. Such evidence shall include, but not be limited to, peeling or cracking paint, severely fading paint, rust, cracking plastic or other deteriorating material.
- (4) *Finished appearance required for rear of signs.* Where the rear or side of any sign is visible from any street or from any adjoining residential district, said side of rear shall be finished with a neat surface which conceals the structural members and electrical equipment of the sign.
- (5) *Illuminated signs facing residential districts restricted.* No illuminated signs shall face a residential district in such a way that it shines directly onto residential properties.
- (6) *Changeable copy permitted.* Signs with removable or changeable copy are permitted. They shall count as a sign otherwise permitted by this section. They shall not be permitted in addition to any sign otherwise permitted by this section.
- (7) *Required sign-theme design plan.*
  - (a) Each application for a permit for a permanent commercial sign shall be based on a written and graphic sign-theme design plan which establishes a unified design theme for all signs on a given zoning lot. For the purposes of this division, a unified design theme shall be the theme which has a degree of unity among the various signs with respect to the various design elements which together make up the design character of signs. These elements include, but are not necessarily limited to, construction type, materials, color, size of letters, size of logos and other graphics, size of signs, elevation of sign base lines, and elevation of sign top lines. The degree of unity required is that which clearly evidences that all permanent signs on the parcel were designed in concert with one another and with the architecture on which they are placed rather than without regard to one another or the architecture. It is not necessary for all signs to be identical or even nearly identical in order for sufficient unity to be achieved.

- (b) Sign-theme design plans shall be submitted to and reviewed by the site plan review authority.
  - (c) An approved sign-theme design plan may be modified provided that all signs which already exist on the applicable parcel conform as they are to the new plan or are made to conform within 60 days of approval of the new plan. Any pre-existing sign which does not conform to an approval sign-theme design plan shall be deemed to be an illegal nonconforming sign and therefore shall enjoy none of the grandfather protections enjoyed by legal nonconformities. Such an illegal nonconforming sign shall be subject to immediate removal by the City at the expense of the owner of the property on which the sign is located.
  - (d) Any otherwise legal sign existing prior to the enactment of this division and for which there is no approved sign-theme design plan may remain without time limit and without the need to prepare and have approved a sign-theme design plan. However, no additional or new signs may be placed on the lot on which such sign is located.
- (L) *Administration and enforcement.*
- (1) *Permits and applications for permits for certain signs.* Applications for permits shall be submitted on forms provided by the Code Enforcement Department. The following signs shall be required to have a sign permit:
    - (a) Building identification sign
    - (b) Commercial special event sign
    - (c) Contractor/architect signs
    - (d) Development identification sign
    - (e) Ground sign
    - (f) Model sign
    - (g) Project construction sign
    - (h) Projecting architectural sign
    - (i) Wall sign, nonprojecting
    - (j) Window sign, permanent
  - (2) *Minimum plan requirements.*
    - (a) Sign permit applicants shall provide plans and specifications for each sign showing all information necessary to determine compliance with this Code, including, where applicable, the approved sign-theme design plan. The plans and specifications shall also show the method of construction and attachment to the building or in the ground.
    - (b) Drawings shall be to scale and shall show the square foot area and dimensions of the sign structure as well as the sign face, copy to appear on the sign, height of letters, colors, materials, lighting equipment, of any, and the position of the proposed signs relative to buildings, property lines, and/or other wall signs as appropriate. A survey or drawn plot plan with measurements shall be provided for signs which are not mounted on buildings.
  - (3) *Issuance of sign permit.* If the sign, as indicated in the plans and specifications, is in accordance with the provisions of the state building code, and this chapter and any other relevant provisions of the City's Development Code, then a permit shall be issued for the erection of any such sign upon payment of the prescribed fee as established by the City provided that:
    - (a) The sign company has secured a certificate of competency and satisfies the City's insurance requirements, and
    - (b) The establishment to which the sign pertains has a valid occupational license.
  - (4) *Noncomplying signs.*
    - (a) *Unsafe signs.* Upon inspection by the City, if any sign is found to be unsafe, then the owner of the property on which said sign is located shall be required to make it safe in a manner consistent with all requirements of this Code or to remove such sign. If notice of need for correction is not complied with within one week, the City shall cause such sign to be removed at the expense of the owner of the property on which the sign is located following a public hearing with due notice to all interested parties. Any sign deemed an immediate threat to public safety may be immediately removed by the City at the expense of the owner of the property on which the sign is located.
    - (b) *Damaged legal nonconforming signs.* Any legal nonconforming sign which is damaged shall be removed if the cost of repair would exceed 50 percent of its original cost. The City shall determine whether or not damage exceeds 50 percent of its original costs following a public hearing.
    - (c) *Unmaintained signs.* Any sign not maintained according to the requirements of this Code may be removed by the City at the expense of the owner of the property on

which the sign is located following a public hearing with due notice to all interested parties.

- (d) *Electric violations.* Any electric sign installed at any location that does not conform with the National Electric Code or that violates the ordinances of the City shall, upon notice by the chief electrical inspector, be discontinued immediately from service by the owner until made to conform with this Code and is subsequently approved by the electrical and/or building inspectors. Upon failure to so discontinue service until conformation with this section, the City shall have the power, authority and duty to discontinue and disconnect the unlawful or nonconforming installation, at the expense of the owner of the property on which the sign is located.
- (e) *Removal off illegal nonconforming signs.* Signs shall be determined to be illegal nonconforming signs only following a public hearing with due notice to all interested parties. Any sign so determined to be an illegal nonconforming sign shall be removed within 30 days of notification to the owner of the property on which the sign is located. The City may remove any such sign if the owner fails to comply with this requirement for removal. The expense of such removal shall be charged to the owner of the property on which the sign is located.

(5) *Enforcement.*

- (a) *Sign contrary to provisions.* No sign shall be permitted to be erected, installed or applied in the City contrary to the provisions of this section.
- (b) *Authorization to remove.* The Building Official and the Chief Code Enforcement Officer of the City shall enforce the provisions of this section, and further, the Building Official and Chief Code Enforcement Officer are hereby authorized and directed to remove all signs which are contrary to the provisions of this section in accordance with division (4) above.
- (c) In the event the City cannot locate the owner, then a notice shall be mailed to the last known address of said owner and a copy of said notice shall be attached to the sign in violation of this section. If the sign is removed by the City, the City is hereby vested with the authority to appropriate the materials obtained from such sign and to credit the value thereof to the owner against the cost of such removal.
- (d) If such expense is not paid within 30 days from the date of the notice of such City expense for removal of said sign, the City shall have the right to impress a lien upon the real property upon which such sign is located. The City shall have the continuing right to foreclose such lien, in accordance with general law in a court of competent jurisdiction.

(M) *Nonconforming signs.*

- (1) Any sign, having an original cost in excess of \$100.00 and which is nonconforming as to permitted sign area or any other reason which would necessitate the complete removal and/or total replacement of the sign, may be maintained for the longer of the following two periods:
  - (a) Four years from the date upon which the sign became nonconforming under the provisions of this Code and amendments hereto; or
  - (b) A period of five to nine years from the installation date or the most recent renovation date which preceded the effective date of this Code. However, if the date of the most recent renovation is chosen as the starting date for the period of amortization, then such period of amortization shall be calculated according to the cost of the renovation and not according to the original cost of the sign. The term of years to be determined by the cost of the sign or of such renovation, including installation cost, shall be as follows:

Sign Cost or Renovation Cost	Permitted Years From Installation or Renovation Date
\$ 101.00 to \$3,000.00	Five years
\$3,001.00 to \$5,000.00	Six years
\$5,001.00 to \$7,000.00	Seven years
\$7,001.00 to \$9,000.00	Eight years
Over \$9,000.00	Nine years

- (2) Any owner of a sign who desires to rely upon an amortization period longer than four years shall file with the Building Official, within two years from the effective date of this section (November 28, 1990) (or most recent renovation) and a written agreement to remove or bring into conformance such nonconforming sign at or prior to the expiration of the amortization period applicable to that sign.
- (3)



Off-premises commercial signs facing any federal primary system expressway shall be exempt from this subdivision due to federal regulations. In the event the Federal Highway Beautification Act or F.S. Chapter 479 is repealed, amended or adjudicated to not required compensation, then the removal provisions contained in subdivisions (M)(1) and (2) shall apply.

(Ord. 772-90, passed 11-28-90; amend. Ord. 869-2000, passed 1-8-01; amend. Ord. 1000-2010, passed 11-22-10)

### **Sec. 150-031. - Vision clearance at intersections.**

No building or structure shall be erected, and no vegetation shall be maintained in any B-1, B-2, or B-3 zone between the sidewalk and a height of ten feet above the established top of the curb grade at any corner in the portion of the block described as follows: Beginning at the intersection of street lines, or street lines produced; thence run along one of the street lines or street lines produced, a distance of ten feet to a point; thence across the corner of the block to a point on the other street lines, or street lines produced, the point being ten feet from the above mentioned intersection of street lines, or street lines produced; thence run ten feet to the point of beginning. A supporting column not more than 18 inches in diameter at its greatest cross section dimension shall be permitted at the corner.

(Code 1962, § 25-16; amend. Ord. 184.13, passed 11-26-56; amend. Ord. 599-77, passed 3-28-77)

### **Sec. 150-032. - Portable storage units.**

- (A) *Definitions:* For the purposes of this section, the following definitions shall apply:
1. *Portable storage unit.* Any type of unmotorized container, structure, trailer or module which is intended and designed for the storage of personal property items, which is typically delivered and removed by vehicle, and which may be temporarily rented or owned by the owners or occupants of properties in the City.
  2. *Site or property.* Any lot, parcel, tract, or plat of land located in any of the residential or business/commercial zoning districts of the City.
- (B) *Limitations and prohibitions for usage:*
1. There shall be no more than one portable storage unit located on any site or property at any time.
  2. No portable storage unit shall exceed 130 square feet in total area.
  3. Prior to the placement of any portable storage unit on any site or property within the City, the property owner, or the authorized occupant of the site or property, must apply for and receive a permit from the City Building and Zoning Department. The Department shall provide an application form that will require the signature or consent of the property owner, a diagram depicting the proposed location of the unit on the site or property, and an affirmation of compliance with the provisions of this section.
  - (4) The cost of securing the permit and the Department review of the application and proposed site or property shall be as provided in the most recent Schedule of Charges adopted by Resolution for the Building Department.
- (C) *Duration of placement of units:*
1. Storage unit permits are valid for a period of 60 days from issuance by the Building and Zoning Department.
  - (2) In addition, permits may be renewed only twice thereafter, for consecutive periods of renewal of not longer than 60 days each for the amount specified for renewal in the Building Department's Schedule of Charges.
  3. No portable storage unit may remain on any site or property in the City for a cumulative period of more than 180 days during any one year period.
  - (4) Notwithstanding the foregoing, any person issued a permit pursuant to this section may receive a full refund of the permit fee, if the permit holder can establish, to the satisfaction of the City Code Compliance Department, that the portable storage unit for which the permit was issued was removed from the premises within 48 hours of delivery.
- (D) *Location of portable storage unit on site or property:*
1. In residential zoning districts, a portable storage unit shall only be placed in a location where it is not visible from the street and set back a minimum of five feet from all property lines. However, if the Building and Zoning Department determines, during its permit review process, that there is no location where the unit is not visible from the street, then the unit may be placed on a driveway, other paved surface, or where directed by the Building and Zoning Department, so long as it remains set back five feet from all property lines. The placement of the unit must, however, be located within the site or property and may not extend into or obstruct the sidewalk, swale area or other public rights-of-way.
  - 2.

In business/commercial districts, a portable storage unit shall only be placed in the rear or side portion of the site or property. No unit shall be permitted to be placed in an area fronting a street, the front parking lot area of the site or property, fire lanes, passenger loading zones, business/commercial loading zones, or on sidewalks, swale areas, or other public rights-of-way.

(E) *Maintenance and prohibitions of hazardous materials or substances storage:*

1. All portable storage units shall be in good condition and free from deterioration, weathering, discoloration, rust, ripping, tearing, or other holes or breaks. The units shall maintain an appearance appropriate to its location, remain locked when not in use, and provide a weatherproof clear pouch for the exterior display of the City permit.
2. With the exception of the name of the business entity that owns any portable storage unit, no commercial advertising shall be permitted on any such unit placed in the City.
3. The placement and storage of hazardous, incendiary, combustible, noxious, or pernicious materials or substances within any unit is strictly prohibited.

(F) *Emergency hurricane removal:*

1. All portable storage units shall be removed from the City immediately upon the issuance of a hurricane watch being declared by any authorized and recognized governmental agency.
2. The property owner shall bear full and complete responsibility for all consequences and damages caused by a failure to remove the unit during all such emergency hurricane periods.

(G) *Violations and penalties:*

1. Any person who violates any of the provisions contained in this section shall be subject to the following penalties, to-wit:
  - (a) First violation, per day \$50.00
  - (b) Second violation/repeat offender, per day 100.00
2. In addition to the foregoing penalties, for each day that a violation continues, whether on a first violation or second violation/repeat offender basis, the daily fine established for such violation shall continue to accrue until the violation is removed or corrected by the offending and responsible party.
3. Violations of this section may be prosecuted by the City by any process or procedure provided in the City Code, County Code, State Law, or other rule, regulation or procedure.

(Ord. 930-06, passed 1-23-06; amend. Ord. 968-08, passed 8-11-08)

**Sec. 150-033. - Permanent electrical generators.**

- (A) *Location on property.* Permanent electrical generators may be located in the side yard or rear yard areas of residential homesites within the City.
- (B) *Installation standards and requirements.* All permanent electrical generators shall only be installed in accordance with the rules, regulations and requirements of the City of Miami Springs, Miami-Dade County, and the Florida Building Code of the State of Florida.
- (C) *Installation supervision and control.* The installation of permanent electrical generators on residential homesites within the City shall be supervised and controlled by the City Building Department.

(Ord. 935-06, passed 6-12-06)

**Sec. 150-034. - Installation of central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment.**

- (A) *Location property—New construction.* Central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment to be installed in conjunction with the construction of new residential structures may only be located in the rear yard area of the homesites.
- (B) *Location property—Existing homesite.* The aforesaid provision shall not be applicable to central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment that are being replaced for already existing residential structures, which may be installed in the same location as the equipment being replaced.
- (C) *Location on property—Exception.* Notwithstanding the foregoing, new residential structures which have a side yard that abuts a street, shall be permitted to install central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment in the side yard area abutting the street. However, all such equipment must be properly obscured and screened from view from the street and may not be located closer than ten feet from the side yard property line. Additionally, this provision shall be applicable to appropriate instances of reverse frontage homesites.
- (D) *Installation standards and requirements.* All central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment shall only be installed in accordance with the rules, regulations and requirements of the City of Miami Springs, Miami-Dade County, and the Florida Building Code of the State of Florida.

(E) *Installation supervision and control.* The installation of central air conditioning and heating units, pool pumps and equipment and sprinkler pumps and equipment on residential homesites within the City shall be supervised and controlled by the City Building Department.

*(Ord. 940-06, passed 8-28-06; amend. Ord. 953-07, passed 2-26-07)*

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# City of Miami Springs

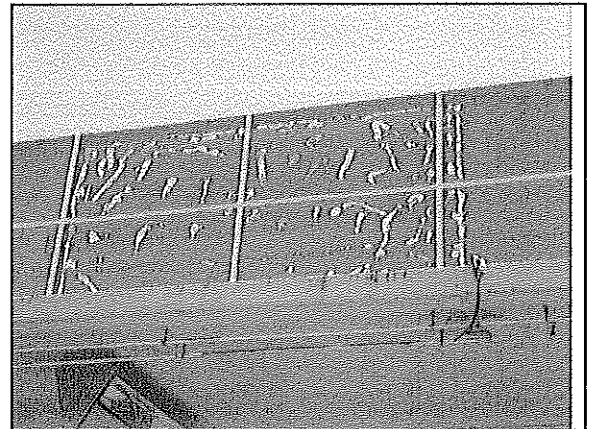
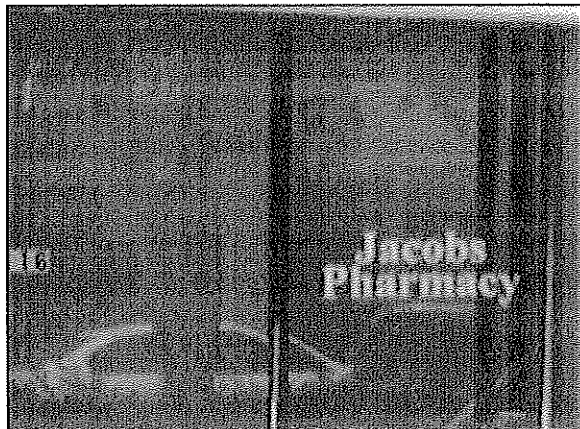


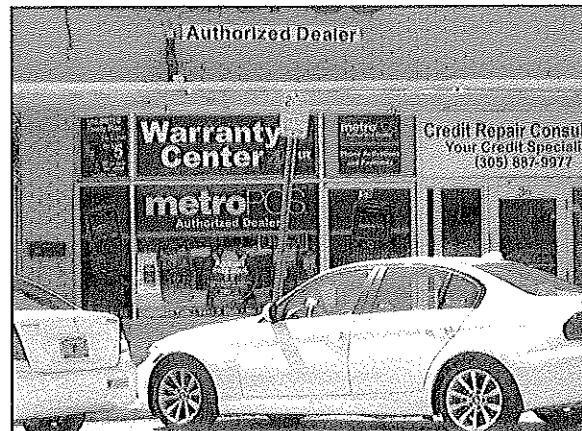
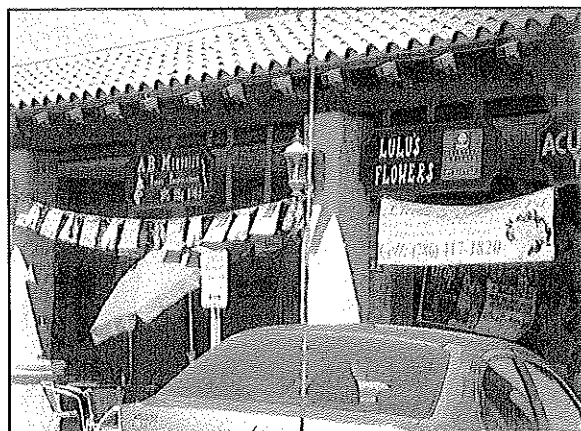
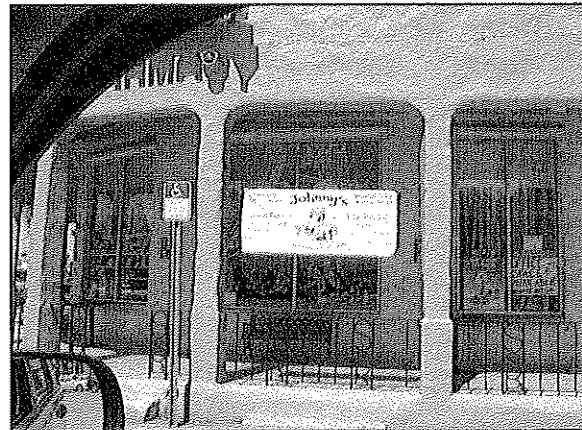
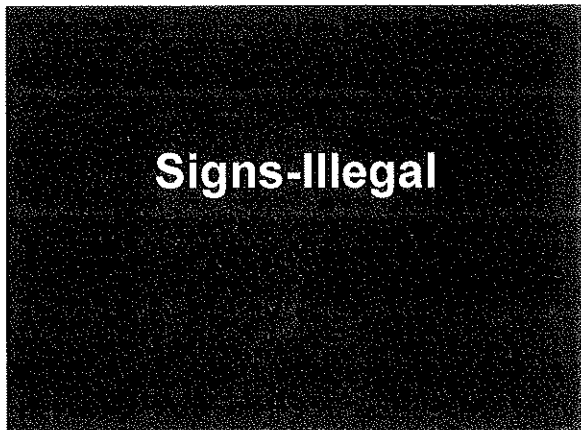
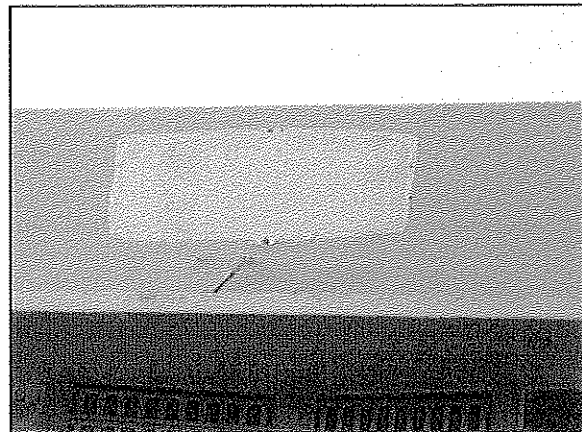
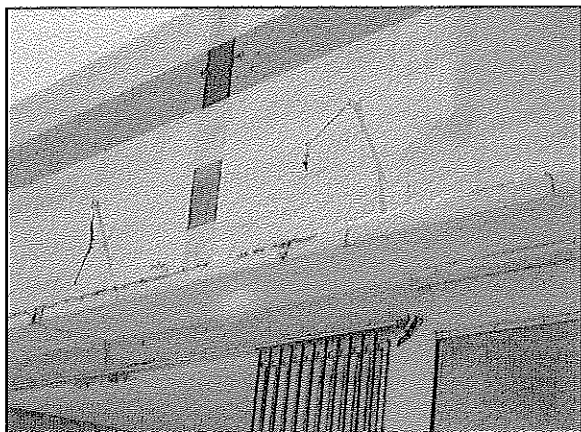
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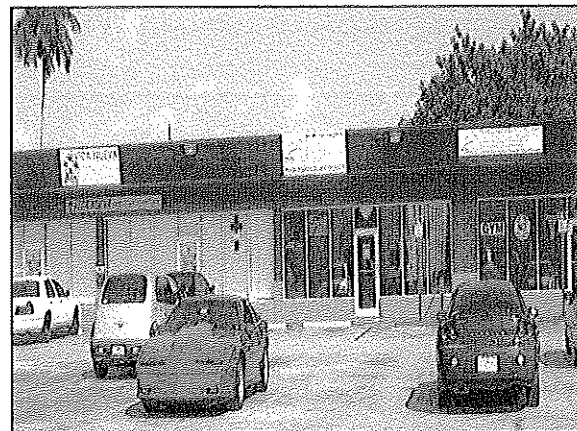
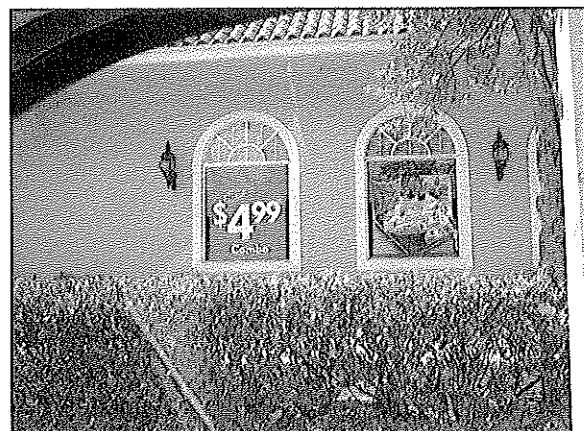
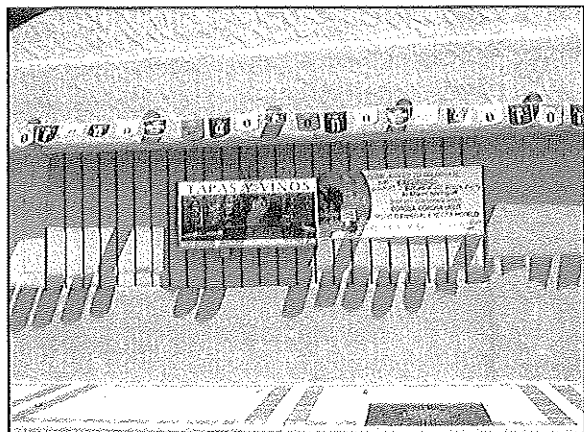


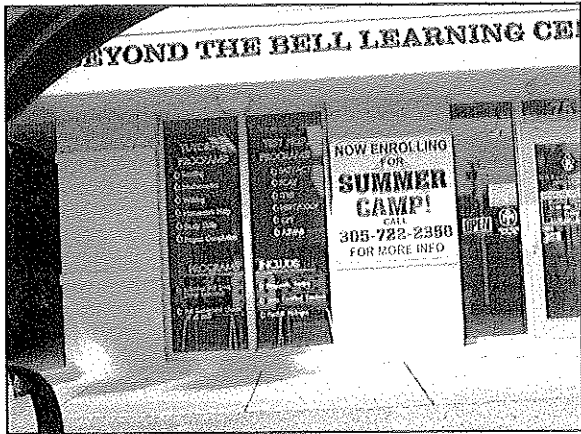
Code Violations  
Commercial Area  
Review  
May 2011

Signs-Business Closed

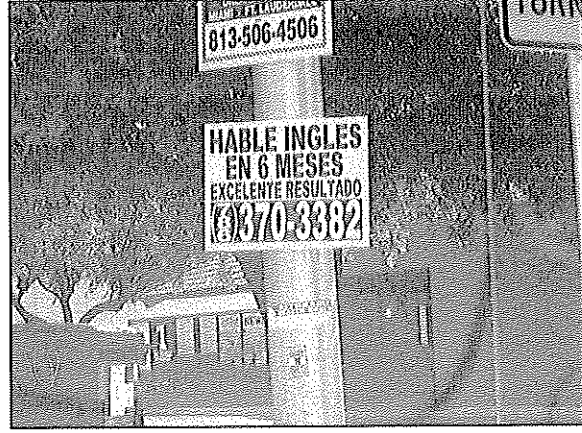
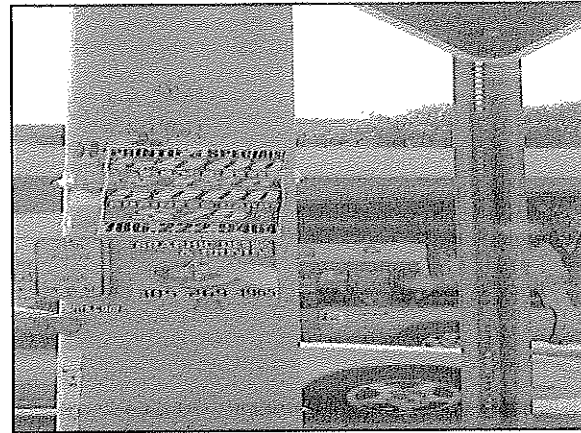
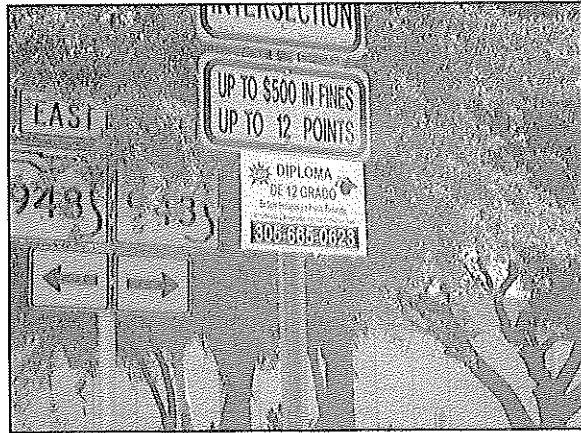




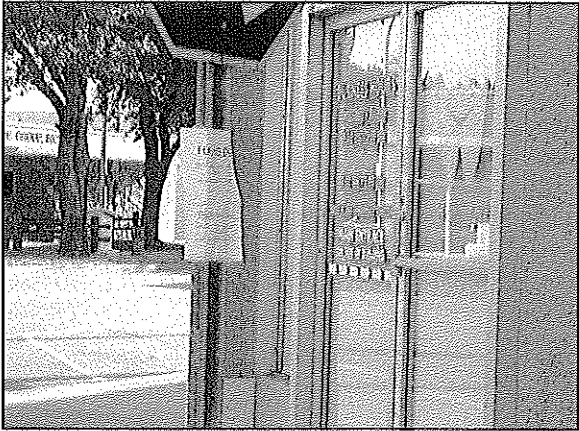
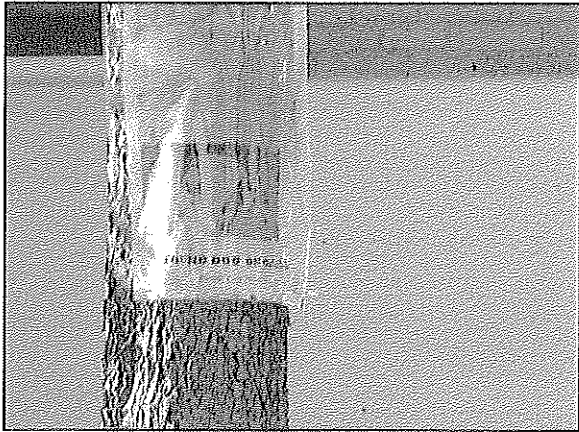




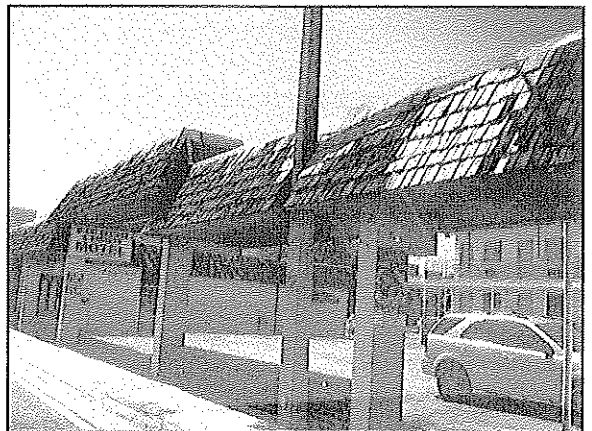
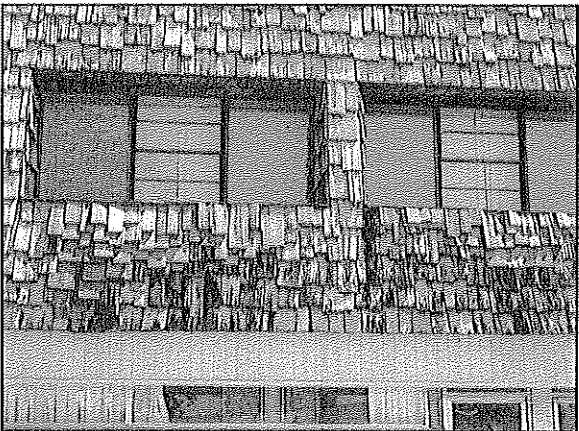
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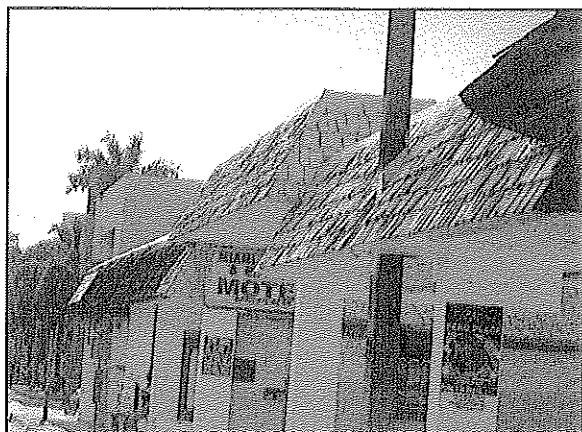




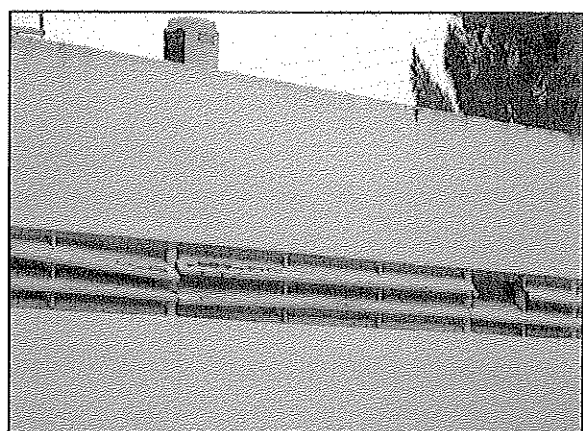
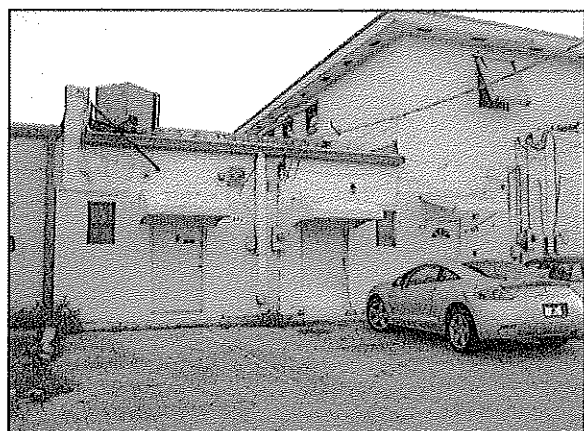
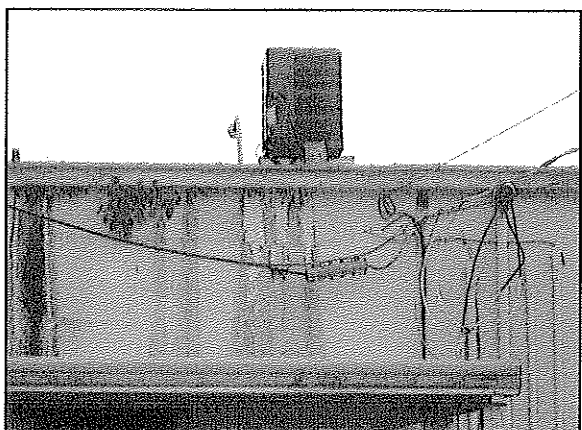


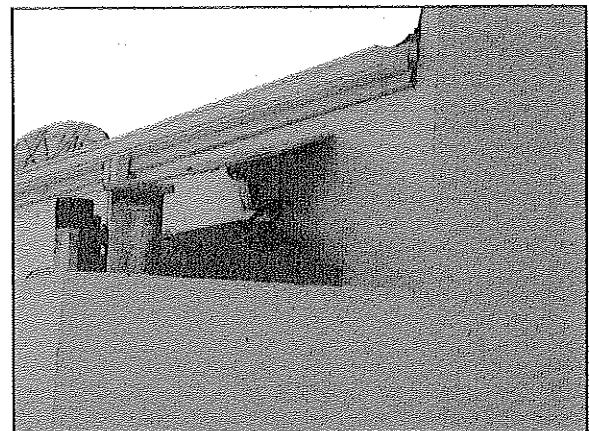
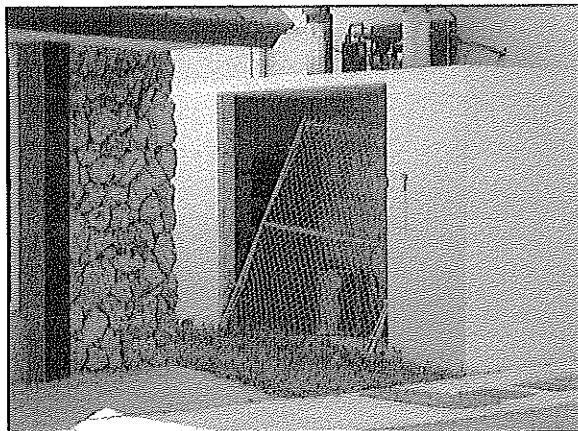
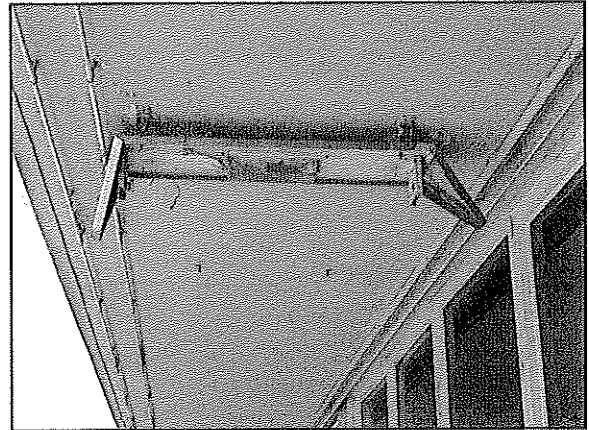
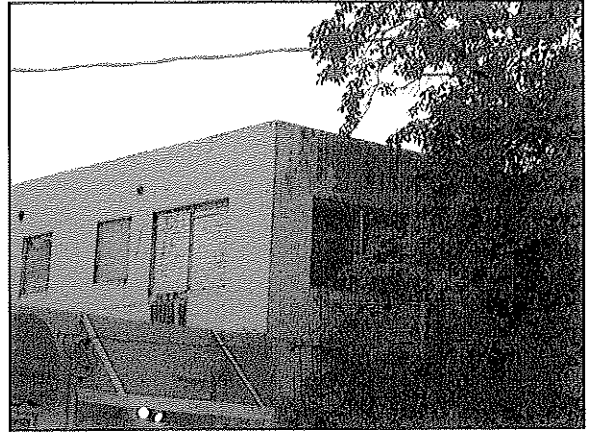
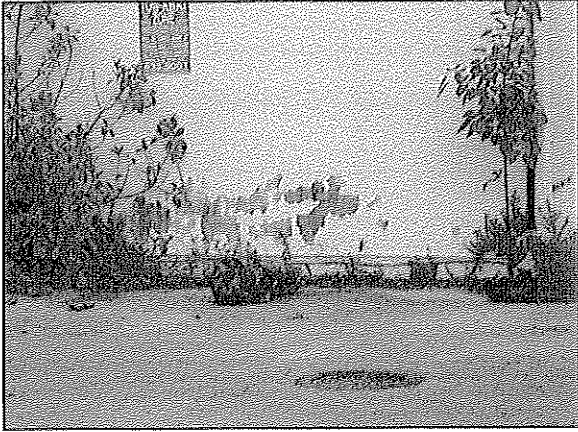
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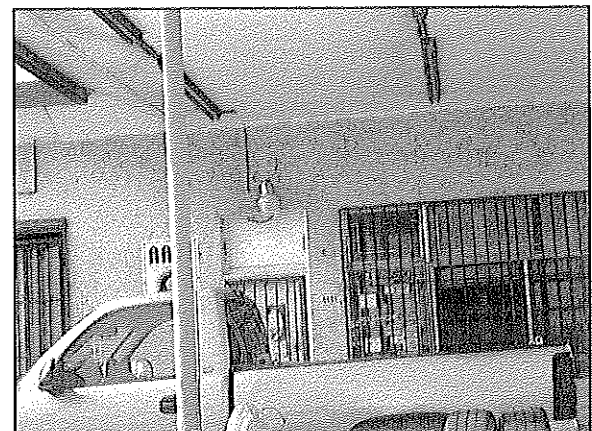
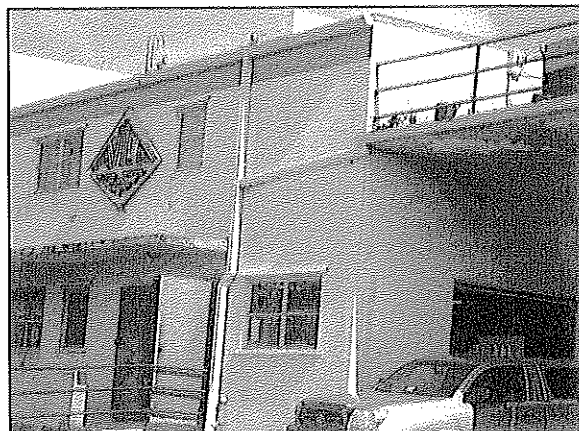
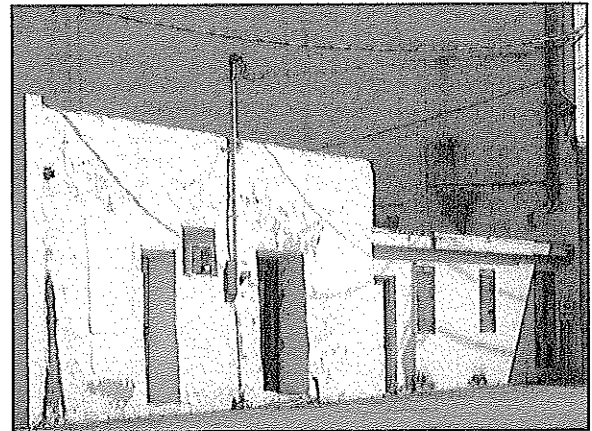
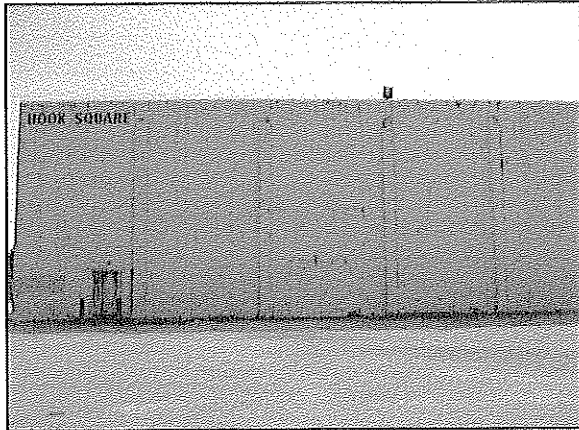
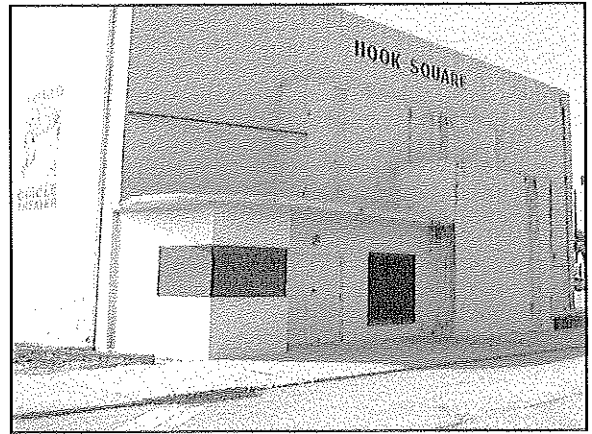
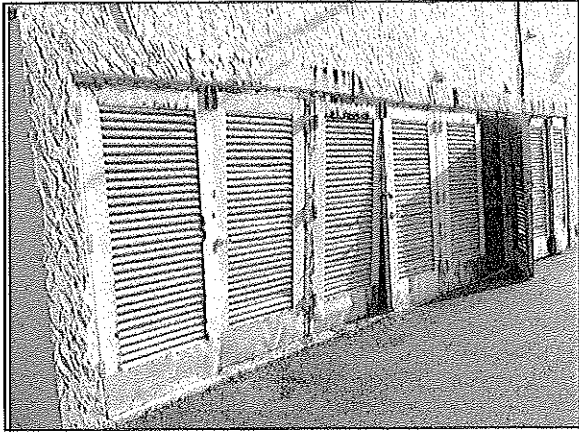


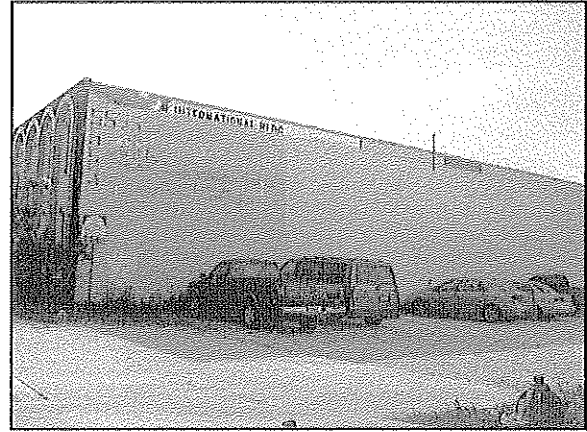


**Maintenance of Property  
Misc.**



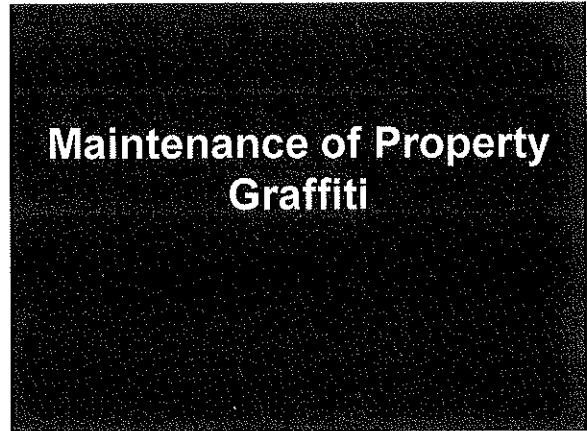
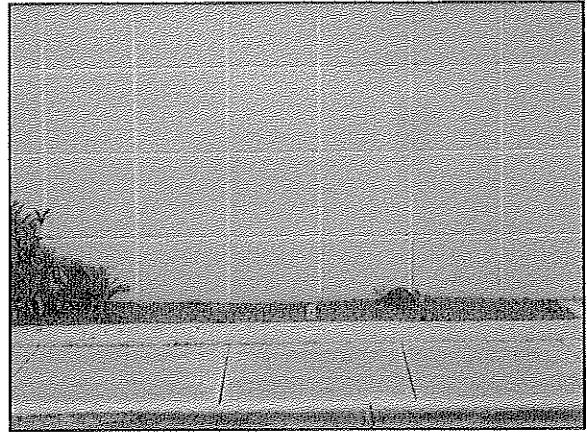
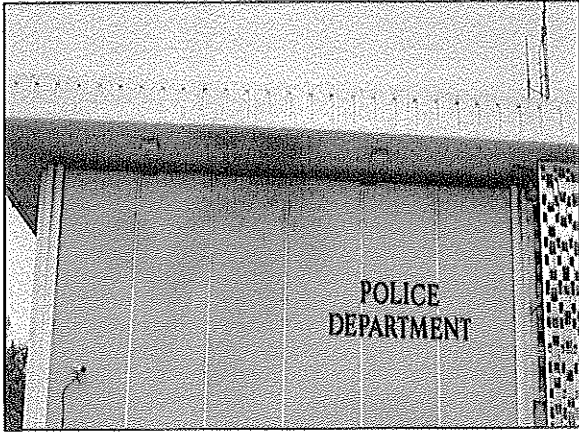


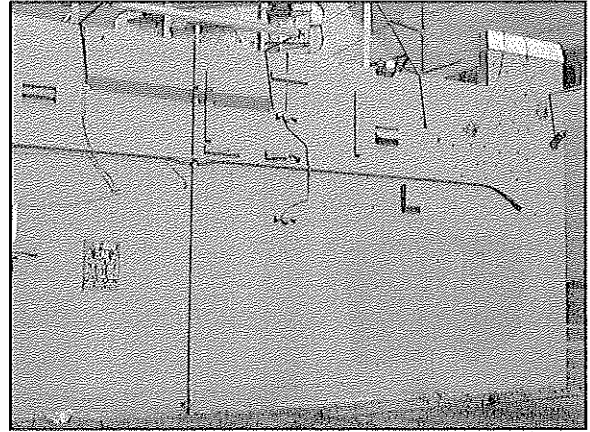




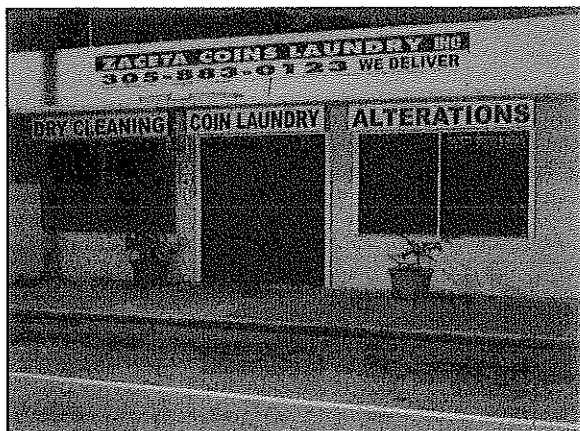
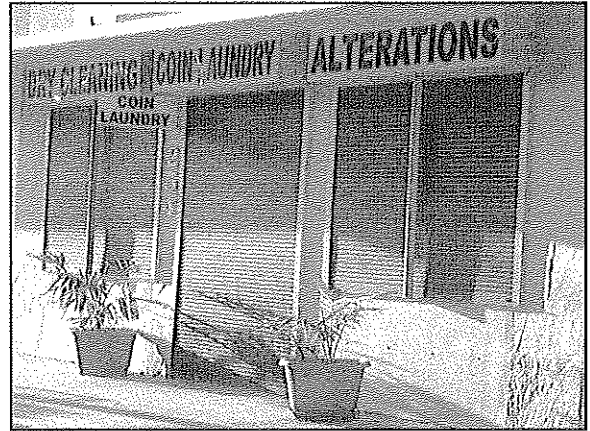
**Maintenance of Property  
City Hall**

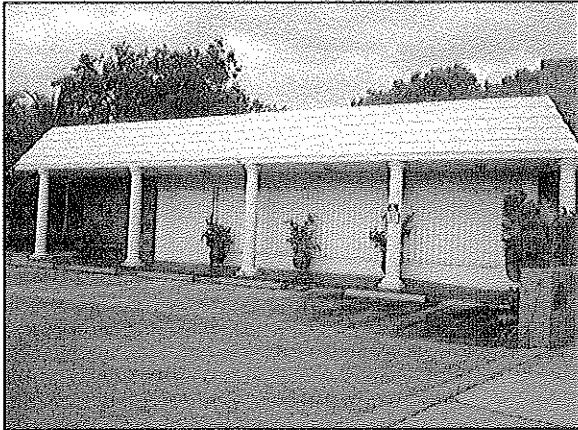






**Maintenance of Property  
Storm Shutters as  
Security Devices**



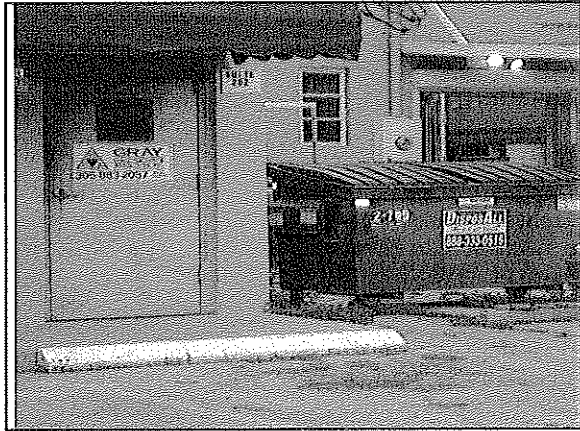
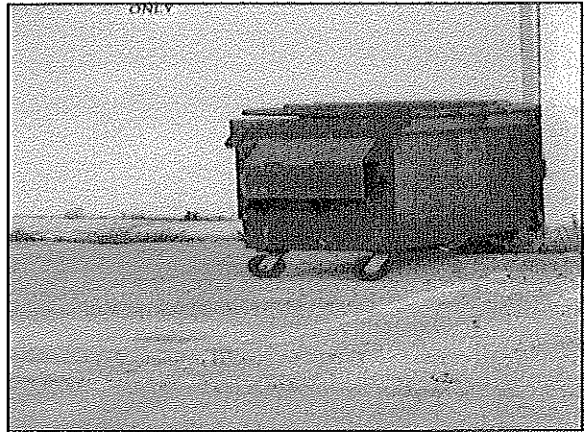


**Maintenance of Property  
Improper Window  
Covering  
Vacant Locations**





# Dumpster Enclosures





# Commercial Recycling

## You need to know...

Commercial establishments produce a large percentage of our community's solid waste and much of it is recyclable. Managing this waste stream through recycling and waste reduction is good for our environmentally conscious community. Not only does the City of Miami Springs encourage and support commercial recycling but our City Council wants you to know that commercial recycling is required by law.

Commercial Recycling became mandatory countywide in July of 1992 as per Chapter 15, Section 2.3 of the Code of Miami-Dade. Business owners in Miami-Dade County must provide a recycling program for their employees and tenants using the services of a permitted hauler or private recycling hauler.

We are providing this awareness to help you avoid being fined as a result of not complying with the above mandate.

Below are some of the companies that serve the area of Miami Springs and may be contacted for information about your commercial recycling:

Waste Management Services, Inc. 305-471-4444 [www.wm.com](http://www.wm.com)

Miami Waste Paper Co. 305-325-0860 [www.miamiwastepaper.com](http://www.miamiwastepaper.com)

Simco-Sunshine Recycling 305-759-2278

Arrow Recycling Corp. 305-634-4668

Waste Services, Inc. WSI 305-638-3800 <http://www.wasteservicesinc.com/>



**AGENDA ITEM**

**91**

**STRATEGIC**

**PLANNING**

**RETREAT:**

**PROPOSED COMPROMISE**

**TO BE SUBMITTED**

**AT A LATER DATE**



City Council Meeting of:


MAY 23, 2011**CITY OF MIAMI SPRINGS**

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Recreation Department  
1401 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5075  
Fax: (305) 805-5077

TO: Honorable Mayor Garcia and Members of the City Council  
VIA: James R. Borgmann, City Manager  
FROM: Omar Luna, Recreation Director  
DATE: May 17, 2011  
SUBJECT: Part-Time Year Round Budget



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During last year's FY2010-11 budget process; the Recreation Department estimated that it would need approximately \$70,000 in part-time year round staffing. This estimate was based on past operational information and some projected increases due to the new facility. During the current year, however, our existing programs have grown far beyond our expectations and we have also implemented new programs that have required additional staff time.

We are providing Attachment "B" which lists the part time staffing requirements for the new facility and other programs based on increased operating hours. As you can see from the last page of Attachment "B", we are projecting that our year-end part time salary requirements will be \$161,118 or approximately \$91,118 more than originally budgeted.

The Department has also experienced increased revenues from the new programs and the growth off existing programs. Programs such as After School Care, Summer Camp, Fitness Room Fees, Pool Memberships, Yoga classes and Turkey Trot to name a few have resulted in projected additional revenues of \$40,000 to the city. Attachment "A" provides a brief description on the programs.

The net effect of these items is that the recreation department needs a budget amendment of \$51,118 (\$91,118 less \$40,000 Revenues) in order to meet its Part-Time staffing needs. These funds can be appropriated from the designated fund balance for recreation.

Therefore, Staff requests that Council approve these funds so that we can maintain our current level of services until fiscal year end.

## ATTACHMENT "A"

Please find below a breakdown of some of the cost for our current programs that have impacted our Part-Time Budget.

### After-School Care:

We have increased our After-School Care Program Registration by 40%. Our After-School Care Program in years past use to have an average of 25 participants, this year we had to close registration at 45 participants due to the fact that we could not meet ratio due to not enough staff. We currently average about 35 participants a day. This requires us to have at the very least 2 staff members to supervise the children.

### Basketball Fees:

These fees include our Basketball League, Men's Basketball League and Basketball Clinic. Our youth league this year had over 200 participants and because of safety reasons we had to always have a staff member on the track to make sure that we did not have any issue with our walkers/runners.

### Gym Rental:

We have rented the Gym for a couple of events; for example, Judo Tournament, Middle School Tournaments, etc.

**Special Events: (Daddy Daughter, Easter-Egg Hunt, Halloween, 4<sup>th</sup> of July, 85<sup>th</sup> Anniversary, Christmas at the Gazebo, 5K's, etc.)**

All these events are getting bigger and we are serving more participants every year. It is imperative that we schedule staff accordingly to make sure that all of our event participants are in a safe environment.

### Pelican Theatre:

The Recreation Department is responsible for setting up chairs, tables, etc. to make sure the events/productions are up to standard. Our staff also is required to stay past there scheduled times if the production runs late.

### Open-Gym Fees:

We have Open-Gym for adults on a weekly basis. There are times that we have over 70 participants in the gym playing basketball. For safety reasons we will schedule 2 staff members to be on site at all times. Please note that we had limited open gym during our youth basketball season and I believe that we will meet our projected revenue by the end of the Fiscal Year.



## ATTACHMENT "B"

### Part-Time Employees Basic Day to Day Operation Cost Analysis

#### Community Center Breakdown:

##### Monday – Friday:

- 2 Part-Time Staff from 6:00am – 8:00am = 20 Hrs.
- 3 Part-Time Staff from 1:30pm – 6:00pm = 67.5 Hrs.
- 1 Part-Time Staff from 6:00pm – 9:30pm = 17.5 Hrs.
- 2 Part-Time Staff from 5:00pm – 10:00pm = 50 Hrs.

##### Saturday:

- 3 Part-Time Staff from 7:00am – 8:30pm = 40.5 Hrs.
- 3 Part-Time Staff from 9:00am – 7:00pm = 30 Hrs.

Total Hours a week: 225.50

##### Part-Time Staff just for the Community Center Day to Day Operations:

225.50 Hrs. X \$9.00 (PT Average Salary) = \$2,029.50 X 52 Weeks = **\$105,534.00**

\*This is a breakdown for normal operating hours at the Community Center. This does not include Special Events, Rentals, Tournaments, Theatre Productions, etc.

#### Little League (Baseball Breakdown) Prince Field, Stafford Park and Peavy Dove:

##### \*Season is from Mid-February to end of June

##### Monday – Friday (Prince and Stafford):

- 1 Part-Time Staff from 6:00pm – 9:30pm = 17.5 Hrs.

##### Saturday:

- 1 Part-Time Staff from 9:00am – 1:00pm = 4 Hrs.

Total Hours a week: 21.50 X 2 Parks = 43 Hrs a week.

##### Monday – Thursday (Peavy Dove):

- 1 Part-Time Staff from 5:00pm – 8:00pm = 12 Hrs.

##### Saturday:

- 1 Part-Time Staff from 8:00am – 4:00pm = 8 Hrs.

Total Hours a week: 20 Hrs.

63 Hrs. X \$9.00 (PT Average Salary) = \$567.00 X 20 Weeks = **\$11,340.00**

**Optimist Football at Prince Field:**

**\*Season is from July 5<sup>th</sup> to Mid-November**

Monday – Friday:

1 Part-Time Staff from 5:30pm – 9:30pm = 20 Hrs.

Saturday:

3 Part-Time Staff from 8:00am – 6:00pm = 30 Hrs.

Total Hours a week: 20 Hrs.

50 Hrs. X \$9.00 (PT Average Salary) = \$180.00 X 20 Weeks = **\$3,600.00**

30 Hrs. X \$9.00 (PT Average Salary) = \$270.00 X 6 Weeks = **\$1,620.00 (Game Days)**

**Sub-Total: \$5,220.00**

**Miami Springs/VG at Stafford Park:**

**\*Season is from September to March**

Monday – Friday:

2 Part-Time Staff from 5:00pm – 9:30pm = 45 Hrs.

Saturday:

2 Part-Time Staff from 9:00am – 4:00pm = 14 Hrs.

Sunday:

1 Part-Time Staff from 10:00am – 1:00pm = 3 Hrs.

62 Hrs. X \$9.00 (PT Average Salary) = \$558.00 X 28 Weeks = **\$15,624.00**

**Field Maintenance Staff:**

Monday – Friday (Prince, Stafford, Peavy Dove, Dog Park, Playgrounds, etc.):

2 Part-Time Staff from 8:00am – 12:00pm = 40 Hrs.

40 Hrs. X \$11.25 (PT Average Salary) = \$450.00 X 52 Weeks = **\$23,400.00**

***Total in PT Salary to Cover Existing Programming = \$161,118.00***

***BUDGETED IN FY2010-11 BUDGET*** **\$ 70,000.00**

***ADDITIONAL FUNDING NEEDED*** **91,118.00**

***Additional revenues from programs*** **40,000.00**

***Net effect on FY2010-11 Budget*** **\$(51,118.00)**



# CITY OF MIAMI SPRINGS

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Public Works Department  
345 N Royal Poinciana Blvd.  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5170  
Fax: (305) 8055176

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

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

**FROM:** Robert Williams, Public Works Director *R.W.*

**DATE:** May 10, 2011

**SUBJECT:** Recommendation that Council award a bid to Thyssenkrupp Elevator Americas, utilizing Miami Dade County Bid # 1233-5/19 in the amount of \$52,276.00 pursuant to Section §31.11 (E)(5) of the City Code.

**REASON:** Emergency upgrade & replacement of elevator that keeps breaking down at City Hall.

**COST:** \$52,276.00

**FUNDING:** Designated fund balance per William Alonso

Procurement approval: *TE*

Agenda Item No.

City Council Meeting of:

5-23-2011 *AW*

# Elevator Modernization Proposal

For: **Miami Springs City Hall**  
201 Westward Drive  
Miami Springs, FL 33166

Submitted To: **Tom Nash**  
Operations Superintendent  
T: 305-805-5170 x 4224  
Email: [nasht@miamisprings-fl.gov](mailto:nasht@miamisprings-fl.gov)

Prepared by: **Robert Beringhaus**  
Modernization Sales  
[Robert.beringhaus@ThyssenKrupp.com](mailto:Robert.beringhaus@ThyssenKrupp.com)  
**THYSSENKRUPP ELEVATOR CORPORATION**  
7481 N.W. 66 Street  
Miami, FL 33166  
Office: (786) 336-5351 Ext. 6344  
Cell: (305) 986-5286

Date: January 6, 2010  
Revised Date: April 19, 2011

**TABLE OF CONTENTS**

Part 1	General
Part 2	Description of Equipment & Scope
Part 3	Modernization Equipment Features
Part 4	Miscellaneous
Part 5	Test
Part 6	Clean-up and Inspection
Part 7	Work Not Included
Part 8	Special Conditions
Part 9	Terms and Conditions
Part 10	Prices and Terms of Payment

**PART 1 - GENERAL**

- 1.01 This proposal dated April 19, 2011 covers the modernization of 1 elevators at **Miami Springs City Hall, 201 Westward Drive, Miami Springs, FL 33166**. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.
- 1.02 All work will be performed in accordance with the ASME A17.1 2004 Code. Also the Applicable revision of American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ANSI A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.
- 1.03 **DRAWINGS:** ThyssenKrupp Elevator Corporation will prepare drawings showing the general arrangement of the elevator equipment.
- 1.04 **PERMITS, TAXES AND LICENSES:** All applicable sales and use taxes, permit fees and licenses, as of the date bids are taken, will be paid for by ThyssenKrupp Elevator Corporation.
- 1.05 **STORAGE:** A dry and protected area, within the building, conveniently located to the elevator hoistways, will be assigned to ThyssenKrupp Elevator Corporation without cost, for storage of his material and tools.
- 1.06 **WARRANTY:** ThyssenKrupp Elevator Corporation will warrant the equipment installed under this specification against defects in materials and workmanship and will correct any defects not due to ordinary wear or tear or improper use or care which may develop for a period of twelve (12) months following the completion and acceptance of each elevator covered by this specification.
- 1.07 **WIRING DIAGRAMS:** Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Owner. The owner is responsible to provide a complete set of wiring diagrams of the existing system, which should include any changes to reflect the existing schematic, at no additional charge to ThyssenKrupp Elevator.
- 1.08 **Keys:** Two (2) keys for each key switch specified will be furnished to the Owner.
- 1.09 **MAINTENANCE:** This modernization agreement is contingent upon the acceptance of a ThyssenKrupp Elevator Maintenance Agreement.

**PART 2 - DESCRIPTION OF EQUIPMENT & SCOPE:**

QUANTITY: 1 PASSENGER CAR

STOPS / OPENINGS: 2 STOPS/ 2 FRONT OPENINGS

DUTY CAPACITY 2000 LBS; RETAIN EXISTING SPEED

CONTROL: NEW THYSSENKRUPP TAC32 MICROPROCESSOR BASED CONTROLS

PUMP UNIT: NEW SUBMERSIBLE PUMP UNIT

WIRING: ALL NEW WIRING INCLUDING TRAVELING CABLE

SIGNALS: NEW CAR STATION, NEW HALL STATIONS

DOOR OPERATION: NEW CAR DOOR OPERATOR AND CAR SIDE DOOR EQUIPMENT  
RETAIN EXISTING HATCH SIDE DOOR EQUIPMENT  
RETAIN EXISTING HALL DOORS  
ALTERNATES FOR NEW DOOR EQUIPMENT

HOISTWAY ENTRANCES: REUSE EXISTING ENTRANCES AND SILLS

CAR ENCLOSURE: REUSE EXISTING CAB SHELL. INCLUDED IS \$4,500 ALLOWANCE TO INTERIORS



**PART 3 - MODERNIZATION EQUIPMENT FEATURES**

3.01 CAR: Retain

3.02 CAR ENCLOSURE: Retain existing enclosure. Included in this proposal is \$4,500.00 allowance for cab interior upgrades. This would cover new flat laminate walls, reskin front return in stainless steel and new diffused light panel ceiling.

3.03 CAR PLATFORM: Retain existing

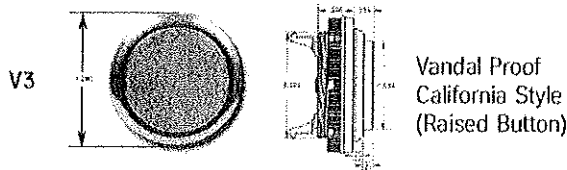
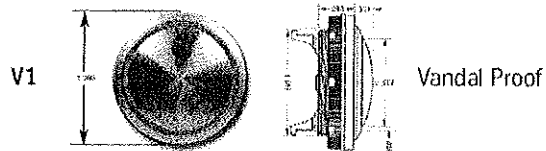
3.04 CONTROL & DRIVE SYSTEMS: Furnish and install new TAC32 Microprocessor Controller and applicable landing system. Install new solid state starter. Controller will include pit flood switch software.

3.05 POWER UNIT: Furnish and install 1 new ThyssenKrupp Elevator submersible pumping unit with new valve to replace existing unit.

3.06 JACKS: Power Unit – retain existing jack-[Please see alternate for price to install new cylinder].

3.07 CAR SIGNAL FIXTURES.

- Furnish and install new Car Operating Panels with the following features: universal no smoking sign, capacity, fire service instructions, V1 buttons, door open, door close, alarm bell, emergency light, light key switch, fan key switch, stop key switch, independent service, digital position indicator, call cancel, fire service complete, hands free phone.
- Furnish and install 1 new stainless steel #4 Car Riding Lantern



Fish Tail

3.08 HALL SIGNAL FIXTURES: Furnish and install new hall stations at all landings. Lobby hall station to include fire service key switch and engraving. Furnish and install new Braille Jamb Plates to be installed on each side of the entrance frames of each floor.

**3.09 DOORS & ENTRANCES.**

- Doors are single speed side opening
- Furnish and install new closed loop car door operator and new car door tracks, hangers and restrictor clutch
- Reuse existing car door and car door sill. See alternate #2 for new.
- Retain and reuse existing hoistway door equipment including tracks, hangers, closers & interlocks. See Alternate #1 for new hoistway door equipment.
- Retain and reuse existing hall doors on all landings. See Alternate #2 for new hall doors.
- Retain hall entrance frames.

**3.10 PIT EQUIPMENT:** Per code, furnish and install Pit Switch and ladder.

**3.11 WIRING:** All hoistway, machine room and car wiring, including traveling cable will be replaced and will fulfill the requirements of the new ThyssenKrupp TAC32 Controls. New duct and flexible connections for the proper installation of the new control equipment will be provided as necessary to accommodate the new wiring

**3.12 MISCELLANEOUS WORK.**

- **CAR TOP INSPECTION STATION:** A new car top inspection station with an "emergency stop" switch and constant pressure "up-down" direction buttons will be installed. This station will make the normal operating devices inoperative and give the inspector complete control of the elevator.
- **TELEPHONE:** Furnish and install new ADA Compliant integrated telephone into the Car Operating Panel. It is the responsibility of the building/owner to provide a dedicated phone line from the elevator machine room to the elevator..
- **PASSING SIGNAL:** An ADA compliant audible signal will be provided to indicate to a passenger on the elevator car that the car is stopping or passing a floor.
- **ALARM BELL:** An emergency alarm bell will be connected to a plainly marked pushbutton in the car operating panel and to the battery operated emergency car light device

**PART 4 – INSTALLATION SEQUENCE AND SCHEDULE.**

- 4.01 All work will be performed during regular working hours of regular working days as is customary in the elevator industry.
- 4.02 Only one elevator at a time will be removed from service to perform the modernization work.
- 4.03 Prior to commencing work, a work schedule will be submitted to the Purchaser. It should be noted that as a general guideline we expect that once a signed proposal and deposit check are received it will take approximately sixteen (16) weeks to receive materials and five (5) weeks for installation (not including alternates)

**PART 5 – TESTS.**

- 5.01 Emergency fire service. Perform Phase I and Phase II Fire Service tests to conform to applicable codes.
- 5.02 Test reports. Completed copies of test reports will be provided to the Purchaser.
- 5.03 All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these test to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

**PART 6 - CLEAN UP AND PURCHASER INSPECTION.**

- 6.01 Clean up. ThyssenKrupp Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.
- 6.02 Inspection. All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without addition cost to the Purchaser

**PART 7 - WORK NOT INCLUDED (unless otherwise agreed to in Alternate #3)**

This proposal does not include the following work, and is conditioned on the proper performance of such work by the General Contractor or other Subcontractors.

A legal hoistway properly framed and enclosed, and including a pit of proper depth provided, sump pump, lights, access doors and waterproofing, as required. Dewatering of pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rails brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. Should additional weight need to be added to the counterweight to balance the cabs, there would be an additional charge added to the contract amount.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the owner.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplies by Elevator Contractor) and the grouting of doorsills. Provide O.S.H.S compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper trenching and backfilling for any underground piping and/or conduit. Cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. Instrument in cab by others). One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions. Automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connections between elevator machine rooms for emergency power purposes are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground. Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable). Cost for additional inspections of the elevator equipment by code

authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The contractor agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

The contractor agrees to provide at no cost a crane to hoist elevator equipment as needed.

Composite clean up crews will not be provided. Elevator contractor will be responsible for own housekeeping.

All Existing equipment removed by company shall become the exclusive property of company.

**PART 8 - SPECIAL CONDITIONS:**

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.
2. It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB or other hazardous substances, caused by individuals other than our employees, or those of our subcontractors, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure.
3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.
4. We anticipate making shipment of the equipment approximately twenty weeks after all final drawings and details are approved. A dry and protected area, conveniently located will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payments due for the equipment and designate some local point where you will accept delivery. Unless you designate such point of delivery within two weeks, we are authorized to warehouse the equipment within or without our factory at your risk. You shall reimburse us for all costs due to extra handling and warehousing.
5. We shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.
6. Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.
7. We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any causes beyond our control, and in no event shall we be liable for consequential damages.
8. Should loss of or damage to our materials, tools or work occur at the erection site, you shall compensate us therefor, unless such loss or damage results from our own acts or omissions.
9. If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

10. In the event of any default by you in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment.
11. In the event an attorney is engaged to enforce, construe or defend any of the terms and conditions of this agreement or to collect any payment due hereunder, either with or without suit, the Purchaser agrees to pay all attorney's fees and costs incurred by ThyssenKrupp Elevator company. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in the county where the subject matter of this agreement is located.

#### **PART 9 - TERMS AND CONDITIONS**

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

**PERMITS, TAXES AND LICENSES:** All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal are included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

**TEMPORARY SERVICE:** Should the service of any elevator be required before completion and final acceptance, the Purchaser agrees to sign our Construction Use form, Warranty Extension and Service Agreement (at an agreed to daily charge) and be bound by the terms and conditions thereof. A copy of this form will be furnished upon request.

**ACCEPTANCE OF INSTALLATION:** Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

**WARRANTY:** We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

This section shall apply separately to each unit as it is completed and placed in operation.

**TITLE AND OWNERSHIP:** We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

THYSSENKRUPP ELEVATOR CORPORATION complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. THYSSENKRUPP ELEVATOR CORPORATION supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

THYSSENKRUPP ELEVATOR CORPORATION shall not be held responsible nor shall it be held liable under the terms of this contract and Purchaser expressly releases, discharges and acquits THYSSENKRUPP ELEVATOR CORPORATION and Purchaser expressly agrees to remain liable for any and all claims for loss, damage, detention, death or injury, of any nature whatsoever, to any person, use, operation, installation or condition of the elevator(s) which are subject to this contract, or the associated areas, regardless of whether such actions arise from the use, operation, installation or condition of the elevator(s), machine room(s), hatchways(s), or any of their component parts. Claims expressly covered by this agreement include those made by the purchaser, its successors, heirs, assigns, agents, and employees as well as those made by any other person or entity whatsoever claiming against THYSSENKRUPP ELEVATOR CORPORATION. The types of claims expressly covered by this agreement include but are not limited to any loss, damage, injury, death, delay, or detention to persons, entities, or property caused by obsolescence, misuse of equipment, design of equipment, installation of equipment and the associated areas surrounding such equipment regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of THYSSENKRUPP ELEVATOR CORPORATION, ITS OFFICERS, AGENTS OR EMPLOYEES OR ANY OTHER CAUSE WHATSOEVER.

One percent of the purchase price represents specific consideration for which the Purchaser expressly agrees to the above and further agrees to indemnify, defend and save harmless THYSSENKRUPP ELEVATOR CORPORATION from and against any and all liability, costs, expenses, judgement awards, interest, attorneys' fees or any other damages which may be sustained by or imposed by law on THYSSENKRUPP ELEVATOR CORPORATION as a result of any and all such claims or actions against THYSSENKRUPP ELEVATOR CORPORATION, including but not limited to the claims or actions discussed above regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of THYSSENKRUPP ELEVATOR CORPORATION, its officers, agents or employees or any other cause whatsoever. Purchaser hereby waives the right of subrogation. Indemnification limited to *\$5,000,000.00*.

Purchaser expressly agrees to name THYSSENKRUPP ELEVATOR CORPORATION as an additional insured under their general liability and excess (umbrella) insurance policies for the claims set out above.

Purchaser's acceptance of this agreement and its approval by an executive officer of THYSSENKRUPP ELEVATOR CORPORATION will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.

**PART 10 - PRICES AND TERMS OF PAYMENT:**

WE propose to furnish and install the equipment FOR ONE (1) ELEVATOR covered in this proposal for the net sum of:

**FIFTY TWO THOUSAND TWO HUNDRED AND SEVENTY SIX DOLLARS      \$52,276.00**

Payment Terms:    30% of Contract Amount to accompany signed contract  
                          30% of the contract amount shall be due upon receipt of equipment  
                          40% shall be due upon completion of the elevator

Progress payments shall be due not later than the fifteenth day of each month for labor and materials furnished through the last day of the preceding month. This shall include materials stored at the job site, at our staging facility, or at any other location you designate at your expense. It shall also include any changes to the contract amount and extra work orders to the extent completed.

The remainder of the contract amount including changes and extra work orders is due at time of completion and approval by local authorities, but prior to turnover for your use. If there is more than one unit in this contract, final payment shall be made separately as each unit is completed.

We reserve the right to discontinue our work at any time until payments have been made as agreed and we have assurance satisfactory to us that the subsequent payments will be made as they become due. A monthly service charge of 1-1/2% will be due on all amounts not paid within 30 days. You also agree to pay, in addition to any defaulted amount plus service charges, all our attorney fees, collection costs, or court costs in connection therewith.

**ACCEPTANCE OF PROPOSAL:** This proposal is submitted for acceptance within 45 days from date executed by us. This proposal, when accepted by the Purchaser and subsequently approved by an officer of ThyssenKrupp Elevator Corporation, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or addition to this contract will be recognized unless made in writing and properly executed by both parties.

Respectfully submitted,  
THYSSENKRUPP ELEVATOR CORPORATION

By: \_\_\_\_\_  
Robert Beringhaus, Modernization Sales

Accepted:  
In Duplicate on \_\_\_\_\_ for

Approved By:  
THYSSENKRUPP ELEVATOR CORPORATION

Purchaser \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Signature of Authorized Official

Title \_\_\_\_\_

Date \_\_\_\_\_



## ATTACHMENT A – ALTERNATES

### Alternate #1: New Hoistway Door Equipment - Add on price \$1,737.00

Furnish and install new door equipment at every opening. New equipment to include:

- \* New hoistway door tracks and hangers
- \* New hoistway door closers and rollers
- \* New hoistway door closers pickups and interlocks

Sign here to accept Alternate No. 1 \_\_\_\_\_

### Alternate #2: New Doors - Add on price \$3,229.00

ThyssenKrupp Elevator will furnish and install:

- 1 new stainless steel car door
- 1 new aluminum car door sill
- 2 new stainless steel code compliant fire rated hall doors

Sign here to accept Alternate No. 2 \_\_\_\_\_

### Alternate #3 –Code Required Turnkey Items - Add on price \$8,395.00

ThyssenKrupp Elevator will coordinate and complete the following code required items:

- \* Code compliant Mainline Disconnect Boxes for elevator controller and cab lighting
- \* All machine room lighting, pit lighting and associating wiring.
- \* Code compliant standard and GFCI plugs for the machine room and elevator pit
- \* Code compliant fire rated machine room door and frame

Code requires that the elevator machine room have air conditioning with own thermostat. Building is responsible for providing this.

Inspector may require new ceiling to be installed in elevator machine room to hide items that are not related to the elevator.

ThyssenKrupp Elevator cannot provide a quote for the fire alarm work and life safety items. These MUST be taken care of by the building.

Sign here to accept alternate #3 \_\_\_\_\_



**CONTRACT AWARD SHEET  
DEPARTMENT OF PROCUREMENT MANAGEMENT**

*Bid No. 1233-5/19  
Award Sheet*

**Purchasing-CA Unit DIVISION**

BID NO.: 1233-5/19

PREVIOUS BID NO.: 1233-0/13

TITLE: ELEVATOR MAINT SVC/MODERNIZATION-PREQUA

CURRENT CONTRACT PERIOD: 06/01/2010 through 05/31/2015

Total # of OTRs: 5

**MODIFICATION HISTORY**

*Bid No. 1233-5/19*

*Award Sheet*

<b><u>DPM Notes</u></b>
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<b><u>APPLICABLE ORDINANCES</u></b>			
<table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;">LIVING WAGE: <u>Yes</u></td> <td style="width:33%; border: none;">UAP: <u>Yes</u></td> <td style="width:33%; border: none;">IG: <u>No</u></td> </tr> </table>	LIVING WAGE: <u>Yes</u>	UAP: <u>Yes</u>	IG: <u>No</u>
LIVING WAGE: <u>Yes</u>	UAP: <u>Yes</u>	IG: <u>No</u>	
OTHER APPLICABLE ORDINANCES:			

<b>CONTRACT AWARD INFORMATION:</b>				
<u>No</u> Local Preference	<u>No</u> Micro Enterprise	<u>No</u> Full Federal Funding	<u>No</u> Performance Bond	
<u>No</u> Small Business Enterprise (SBE)	<u>No</u> PTP Funds	<u>No</u> Partial Federal Funding	<u>No</u> Insurance	
Miscellaneous:				
<table border="1" style="margin: auto; width: 80%;"> <tr> <td style="padding: 5px;">REQUISITION NO.:</td> </tr> </table>				REQUISITION NO.:
REQUISITION NO.:				

<table style="width:100%; border: none;"> <tr> <td style="width:30%;">PROCUREMENT AGENT:</td> <td><b>Lourdes Betancourt</b></td> </tr> <tr> <td>PHONE: 305 375-4121</td> <td>FAX: 305 375-5688</td> </tr> <tr> <td colspan="2" style="text-align: right;">EMAIL: L1121@MIAMIDADE.GOV</td> </tr> </table>	PROCUREMENT AGENT:	<b>Lourdes Betancourt</b>	PHONE: 305 375-4121	FAX: 305 375-5688	EMAIL: L1121@MIAMIDADE.GOV	
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PHONE: 305 375-4121	FAX: 305 375-5688					
EMAIL: L1121@MIAMIDADE.GOV						

DEPARTMENT OF PROCUREMENT MANAGEMENT

Purchasing-CA Unit DIVISION

VENDOR NAME: THYSSENKRUPP ELEVATOR CORP  
 DBA:  
 FEIN: 621211267 SUFFIX: 02 30144  
 STREET: 114 TOWNPARK DRIVE NW CITY: KENNESAW ST: GA ZIP:  
 FOB TERMS: DEST-P DELIVERY:  
 PAYMENT TERMS: NET30 TOLL PHONE: 800-683-8888

**VENDOR INFORMATION:**

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Vendor Record Verified?

\*\*\*\*\*

**Vendor Contacts:**

Name	Phone1	Phone2	Fax	Email Address
MICHAEL P PACE	305-592-7722	800-683-8888	305-597-5709	MIKE.PACE@THYSSENKRUPP.COM
Robert	cell 305 986-5286			

**Details:**

ITEMS AWARDED Section:

Item #	Description	Qty	Unit Price
<u>End of ITEMS AWARDED Section</u>			

AWARD INFORMATION Section

BCC Award: No DPM Award: No  
 BCC Date: 05/04/2010 DPM Date: 02/24/2010

Contract Amount: S 3,837,627.76

Additional Items Allowed: Agenda Item No.:  
 Special Conditions:



RESOLUTION NO. 2011-3516

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, AUTHORIZING AND APPROVING THE SUBMITTAL OF AN APPLICATION FOR A 2011 TRANSPORTATION ENHANCEMENT PROGRAM ("TEP") GRANT ADMINISTERED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING EXECUTION OF THE REQUIRED GRANT APPLICATION DOCUMENTATION BY THE PROPER OFFICERS AND OFFICIALS OF THE CITY; EFFECTIVE DATE.

**WHEREAS**, the Federal Highway Administration sponsors a Surface Transportation Program that provides Grant funding for the development of "non-traditional" transportation projects; and,

**WHEREAS**, the aforesaid Program is administered by the State of Florida Department of Transportation; and,

**WHEREAS**, applications for participation in the Grant Program are required to be submitted to the Miami-Dade County Metropolitan Planning Organization ("MPO") by June 3, 2011; and,

**WHEREAS**, the City believes that it is eligible for participation in the Grant Program because it is desirous of providing facilities for pedestrians and bicycles, promoting pedestrian and bicycle safety and education activities, planting landscaping for scenic beautification, rehabilitating historic transportation buildings, structures or facilities, and establishing transportation museums in the City; and,

**WHEREAS**, the aforesaid Grant categories for eligibility are consistent with the City's current rehabilitation and renovation of the historic Curtiss Mansion and the future project planned by Curtiss Mansion, Inc. to complete the restoration of the historic Dr. David Fairchild 1920's landscaping and pathways on the Mansion property; and,

**WHEREAS**, the Grant funding will allow pedestrians and cyclists, as well as the general public, to access and enjoy the historic Mansion, its restored landscaping and gardens, and other restored facilities; and,

**WHEREAS**, the proposed Grant provides \$145,000, without requiring any match from the City, and will be available for funding by the "MPO" by 2015:

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

**Section 1:** That the City Council of the City of Miami Springs hereby authorizes and approves the submittal of the City's application for a 2011 Transportation Enhancement Program ("TEP") Grant administered by the State of Florida Department of Transportation.

**Section 2:** That the City Council of the City of Miami Springs hereby authorizes the proper officers and officials of the City to execute all required Grant application documentation.

**Section 3:** 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 23<sup>rd</sup> day of May, 2011.

The motion to adopt the foregoing resolution was offered by  
Councilman Espino, seconded by Councilwoman Ator, and on  
roll call the following vote ensued:

Vice Mayor Best	" _____ "
Councilman Espino	" _____ "
Councilman Lob	" _____ "
Councilwoman Ator	" _____ "
Mayor Garcia	" _____ "

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Zavier M. Garcia  
Mayor

**ATTEST:**

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Magali Valls, CMC  
City Clerk

**APPROVED AS TO LEGALITY AND FORM:**



Jan K. Seiden, City Attorney





ORDINANCE NO. 1019-2011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA AMENDING CODE OF ORDINANCE SECTION 113-11, FAILURE TO MAKE AFFIDAVIT, BY ENACTING A PROVISION WHICH REQUIRES THE SECURING OF A BUSINESS RECEIPT FOR OCCUPYING A DESIGNATED BUSINESS LOCATION IN THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.

**WHEREAS**, the Code Compliance Department has previously experienced difficulty in enforcing the provisions of Chapter 113 of the Code against certain "*occupied*" designated business premises in the City; and,

**WHEREAS**, while the "*occupancy*" of the designated business premises has never been questioned, the issue of actually "*conducting business*" from the premises has proved to be an obstacle to enforcement; and,

**WHEREAS**, the City Administrative Staff has always believed that the "*occupancy*" of a designated premises, and not the actual "*conducting of business*", was the determining factor in requiring the securing of a receipt for the business premises; and,

**WHEREAS**, the failure to provide a Code provision in regard to the aforesaid issues has allowed a loophole to exist in the business receipt system of the City; and,

**WHEREAS**, the City Council has determined that it is in the best interests of the City and its citizens to enact legislation to close the loophole in the enforcement of Chapter No. 113:

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

**Section 1:** That Code of Ordinance Section 113-11, Failure to make Affidavit, is hereby amended as follows:

~~Sec. 113-11. Failure to make Affidavit.~~

~~Each day's selling or disposing of merchandise or engaging in business without making the affidavit, as required in Sec. 113-08, shall constitute a separate and distinct violation of this chapter.~~

Sec. 113-11. Occupancy of Business Location; Receipt Required.

Any person, firm or business entity occupying any premises or location designated by the City for business use purposes shall be required to secure a receipt annually from the City. The failure to actually conduct business from the occupied business location shall have no bearing upon the duty and responsibility to secure an annual receipt from the City.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 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 Best            "     "  
Councilman Espino        "     "

Councilman Lob  
Councilwoman Ator  
Mayor Garcia

"  
"  
"  
"

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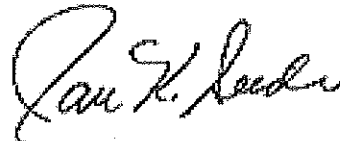
Zavier M. Garcia  
Mayor

**ATTEST:**

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Magali Valls, CMC  
City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**



Jan K. Seiden, Esquire  
City Attorney

First reading: 05/23/2011  
Second reading: 00/00/2011

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





# Miami-Dade County Public Schools

*giving our students the world*

Superintendent of Schools  
Alberto M. Carvalho

Miami-Dade County School Board  
Perla Tabares Hantman, Chair  
Dr. Lawrence S. Feldman, Vice Chair  
Dr. Dorothy Bendross-Mindingall  
Carlos L. Curbelo  
Renier Diaz de la Portilla  
Dr. Wilbert "Tee" Holloway  
Dr. Martin Karp  
Dr. Marta Pérez  
Raquel A. Regalado

April 28, 2011

The Honorable Xavier Garcia  
City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166

Dear Mayor Garcia:

On April 13, 2011, several of the County's municipal mayors joined me for the Children's Covenant Signing Ceremony to reaffirm our community's commitment to public education.

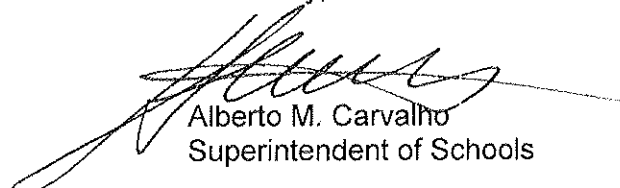
As I understand your schedule did not permit you to attend, I want to take this opportunity to extend the enclosed Children's Covenant signed by the School Board Chair, Ms. Perla Tabares Hantman and myself for your consideration and signature. We urge your support of this document, as a symbolic gesture of support for public education in our community. We also encourage you to include the Children's Covenant as an informational item on the agenda of your City's Commission Meeting and inform us of the action taken. Please keep a copy of the document for City records.

The Children's Covenant builds upon the work of municipal compacts and is a testament of our community's priority to stand firm and unite in support of children, education, and the community. Together we can work to achieve expanded opportunities for students and their families through intergovernmental innovation and cooperation that will help meet the workforce needs of Florida's employers.

Miami-Dade County Public Schools is committed to working with you to find innovative programs to equip our students with the tools they need in school and beyond. We look forward to working with you and your city officials to ensure that our public education system moves students at all levels from pre-kindergarten through college into the top quartile in education quality, student rankings, and graduation rates as measured by national standards. Our partnership will continue to maximize resources in order to provide the highest quality opportunities on behalf of our children.

Once again, thank you for your commitment to public education, our students, and our community.

Sincerely,



Alberto M. Carvalho  
Superintendent of Schools

Agenda Item No.

AMC:ms  
L1031

cc: School Board Members  
School Board Attorney  
Superintendent's Cabinet

City Council Meeting of:

MAY 23, 2011



# COVENANT

*in support of public education  
for our community*

The City of Miami Springs  
The School Board of Miami-Dade County, Florida

This covenant between the Honorable Mayor Xavier Garcia, on behalf of the City of Miami Springs, The School Board of Miami-Dade County, Florida, and the Superintendent of Miami-Dade County Public Schools is effective beginning April 13, 2011.

**KNOW ALL BY THESE PRESENT** that whereas, on this 13th day of April, 2011, a covenant in support of public education in Miami-Dade County, Florida, was formulated to effectuate and reaffirm wholehearted commitment and cooperation among Miami-Dade County Public Schools and Miami-Dade County's Municipal Mayors in support of education and the shared goal of providing our children the opportunity to pursue the best education in the world.

**WHEREAS**, local government entities working together with the school system can align resources and implement innovative programs to equip our students with the tools they need in school and beyond; and

**WHEREAS**, Florida employers consistently rank improving education and workforce development as top concerns in the success of their businesses, with a highly qualified, trained workforce critical to strengthening our community's business climate and standard of living; and

**WHEREAS**, expanding opportunities for students and their families through intergovernmental innovation and cooperation will help meet workforce needs of Florida's employers, including more programs that expand career academies in high schools, align career education with industry standards and workforce demands, and expand options for students to continue their education and enter the workforce prepared; and

**WHEREAS**, the pre-K-20 education system is the foundation for Florida's future, providing the talent base for economic diversification and an economic engine for the knowledge economy, and Florida must continue to move its education system at all levels (pre-K-20) into the top quartile in education quality, student rankings, and graduation rates based on national standards; and

**WHEREAS**, Mayor Xavier Garcia believes that funding a high-quality public education system is an investment in Miami-Dade County's ability to compete nationally and globally in the marketplace; and

**WHEREAS**, Mayor Xavier Garcia believes that academic programs can only be enriched, expedited, or better realized through collaborative efforts, with every citizen of Miami-Dade County reaping the benefits;

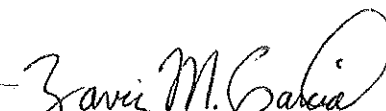
## NOW, THEREFORE BE IT RESOLVED THAT:

Mayor Xavier Garcia, on behalf of the City of Miami Springs, supports Miami-Dade County Public Schools in its innovative efforts that have increased academic performance of students during the last three years; and

- Join forces Miami-Dade County Public Schools to create first-rate educational programs and services; and
- Place education at the top of the state and national agendas through a collaborative legislative agenda; and
- Provide business exposure and experience for students through internships, mentorships, and partnership opportunities that instill civic pride and responsibility, and prepare students for the workforce.

  
Paula T. Hartman  
School Board Chair

  
Superintendent of Schools

  
Xavier M. Garcia  
Honorable Mayor







## City of Miami Springs Interoffice Memo

DATE: May 17, 2011  
TO: Mayor Zavier Garcia and Members of the City Council  
FROM: James R. Borgmann, City Manager *JRB*  
RE: Consideration of Change of July 4<sup>th</sup> Parade Route

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A suggestion has been made that we change the parade route back to our old route which ended at the Recreation Center rather than starting there.

This was the route before we purchased the golf course. The change was made about ten years ago to help get more people out to see our newest asset and to introduce them to the various banquet rooms and golf facilities. This advertising tool is probably of no further measurable use. I have spoken to Carlos Santana and he indicated it would not affect his business that day at all.

The change itself will be a simple one, but advertising the change to the community will be intense as we are roughly 45 days out from the event.

If the change is made, the parade would start off at Fair Havens on the northbound lanes of Curtiss Parkway. The parade participants would line up along those same northbound lanes. This also gives us more room to maneuver in the assembly area. This configuration would actually shorten the parade by about 2 blocks which makes it a little easier for walking units.

We are also planning to institute the changes I mentioned to you a couple weeks ago as follows:

1. All Parade units must have a patriotic, "red, white and blue" theme. (A business would have to "significantly" decorate their vehicle, i.e., not just a small flag on the antenna.)
2. No campaigning by parade units or distribution of political literature during the parade.
3. All motorized parade units must be operated by a licensed driver over the age of 18.
4. No water balloons or water squirting.

Agenda Item No.

City Council Meeting of:

MAY 23, 2011





**AGENDA ITEM**

**11B**

**FALLEN**

**OFFICER**

**CEREMONY:**

**JUNE 11, 2011**

**TO BE SUBMITTED**

**AT A LATER DATE**

