



# MIAMI DAILY BUSINESS REVIEW

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

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

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

CITY OF MIAMI SPRINGS  
PUBLIC HEARING - APRIL 9, 2012

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

03/29/2012

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

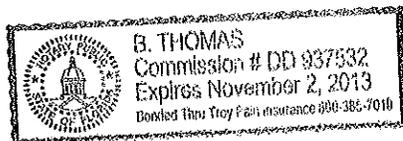
Sworn to and subscribed before me this

29 day of MARCH, A.D. 2012

*B. Thomas*

(SEAL)

MARIA MESA personally known to me



## CITY OF MIAMI SPRINGS PUBLIC HEARING

The Miami Springs City Council will conduct a public hearing at their regular meeting on Monday, April 9, 2012, at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive, Miami Springs, Florida regarding the following proposed ordinance:

ORDINANCE NO. 1033-2012 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 150-025, AWNINGS AND CANOPIES IN ALL ZONING DISTRICTS, TO PROVIDE CLARIFYING LANGUAGE TO BETTER DIFFERENTIATE AND DESCRIBE PORTABLE AND PERMANENT SELF-SUPPORTING AND FREE-STANDING CANOPIES; ESTABLISHING RULES AND REGULATIONS FOR THE LOCATION, PLACEMENT, AND INSTALLATION OF SELF-SUPPORTING AND FREE-STANDING CANOPIES ON PROPERTIES IN THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS OF THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.

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

Magali Valls, CMC, City Clerk

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

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

3/29

12-3-188/1859642M

2012 MAR 30 P 1:27  
CITY OF MIAMI SPRINGS

\$99.40

STATE OF FLORIDA )  
COUNTY OF DADE ) ss:

Before the undersigned authority personally appeared

*Maman D. Curtis*

who on oath says that she is

*Publisher*

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

*March 29th, 2012*

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

*[Signature]*

Sworn to and subscribed before me this 29th day of March A.D. 2012

*[Signature]*

My commission Expires:

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



# CITY OF MIAMI SPRINGS, FLORIDA PUBLIC HEARING

The Miami Springs City Council will conduct a public hearing at their regular meeting on Monday, April 9, 2012, at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive, Miami Springs, Florida regarding the following proposed ordinance:

**ORDINANCE NO. 1039-2012 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 150-025, AWNINGS AND CANOPIES IN ALL ZONING DISTRICTS, TO PROVIDE CLARIFYING LANGUAGE TO BETTER DIFFERENTIATE AND DESCRIBE PORTABLE AND PERMANENT SELF-SUPPORTING AND FREE-STANDING CANOPIES; ESTABLISHING RULES AND REGULATIONS FOR THE LOCATION, PLACEMENT, AND INSTALLATION OF SELF-SUPPORTING AND FREE-STANDING CANOPIES ON PROPERTIES IN THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS OF THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.**

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

Magali Valls, CMC, City Clerk

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

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

Published, March 29, 2012

\$70.00

ORDINANCE NO. 1033-2012



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 150-025, AWNINGS AND CANOPIES IN ALL ZONING DISTRICTS, TO PROVIDE CLARIFYING LANGUAGE TO BETTER DIFFERENTIATE AND DESCRIBE PORTABLE AND PERMANENT SELF-SUPPORTING AND FREE-STANDING CANOPIES; ESTABLISHING RULES AND REGULATIONS FOR THE LOCATION, PLACEMENT, AND INSTALLATION OF SELF-SUPPORTING AND FREE-STANDING CANOPIES ON PROPERTIES IN THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS OF THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE.**

**WHEREAS**, there has been some confusion regarding the rules and regulations applicable to portable and permanent self-supporting and free-standing canopies located, placed and installed on properties in the single-family zoning districts of the City; and,

**WHEREAS**, it has become apparent that many portable self-supporting and free-standing canopies have already been placed on single-family residential properties in the City without permitting; and,

**WHEREAS**, the Building and Code Compliance Departments of the City have recommended to the City Council that portable and permanent self-supporting and free-standing canopies should be subject to separate rules and regulations; and,

**WHEREAS**, the City Council has considered the differences between the types of self-supporting and free-standing canopies and is desirous of providing appropriate rules and regulations for the location, placement and installation of each of the types of canopies; and,

**WHEREAS**, the City Council of the City of Miami Springs has determined that the amended rules and regulations for the location, placement and installation of portable and permanent self-supporting and free-standing canopies is appropriate and in the best interests of the City and its citizens:

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

**Section 1:** That Code of Ordinance Section 150-025, Awnings and Canopies in all Zoning Districts, shall be amended as follows:

- (A) ...
- (B) ...
- (C) ...
- (D) ...
- (E) ...
- (F) ...
- (G) ...

(H) Location of Awnings.

(1) Single-family residential and duplex zoned districts.

(a) ~~All window and door awnings shall be attached to the building, and may be located on the front, side, or rear of said building, and may be located in required setback areas.~~

(b) ~~No self-supporting or free-standing shelter canopy, carport canopy or entrance canopy is permitted in the required front yard area.~~

(b) The awnings may be located on the front, side, or rear of said building, and may extend into required setback areas.

~~(e) No self-supporting or free-standing canopy or carport canopy is permitted in the required side yard setback or rear yard setback area. However, the City Board of Adjustment may grant a variance from this side and rear yard restriction if the requested awning or canopy will be properly screened from adjoining properties and streets, will not create a violation of the public health, safety and welfare, and is supported by the establishment of a hardship in accordance with the standards set forth in this Code.~~

(2) All other zoned areas.

~~(a) All window and door awnings and canopies shall be attached to the building, and may be located on the front, side or rear of that building.~~

~~(b) No self-supporting or free-standing canopy shall be erected without a variance having been approved by the Board of Adjustment.~~

~~(b) The awnings may be located on the front, side or rear of the building.~~

(I) ...

(J) ...

(K) ...

(L) ...

(M) ...

(N) Self-supporting and free-standing canopies in the residential districts of the City.

(1) Self-supporting and free-standing canopies shall be permitted in the single-family residential zoning districts of the city in accordance with the following rules and regulations.

(2) Portable or temporary self-supporting and free-standing canopies shall not require permanent anchoring to the ground or an approved cement slab and shall be capable of being completely disassembled and stored within a period of three hours.

(a) Such canopies shall not require permitting prior to placement.

(b) No such canopies shall be permitted to be located in the front yard area of any single-family residential property.

- (c) Such canopies may not be placed or located closer than five (5) feet from any side or rear property line of any single-family residential property.
- (3) Permanent self-supporting and free-standing canopies shall be required to be anchored to the ground, an approved cement slab, or other permanent support structure authorized and approved by the City Building Department.
  - (a) The installation of such canopies shall require proper permitting and inspection by the City Building Department.
  - (b) No such canopies shall be permitted to be located in the front yard area of any single-family residential property.
  - (c) Such canopies may not be permanently installed within the required side or rear yard setback areas of any single-family residential property.

**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.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida this 9<sup>th</sup> day of April, 2012.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**



Jan K. Seiden, Esquire  
City Attorney

First reading: 03/26/2012  
Second reading: 04/09/2012

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







**CITY OF MIAMI SPRINGS**  
Finance Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5014  
Fax: (305) 805-5018

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

**VIA:** Ronald Gorland, City Manager

**FROM:** William Alonso, CPA, CGFO, Finance Director

**DATE:** March 29, 2012

**RECOMMENDATION:** **Recommendation that Council approves the renewal of the contract with Severn Trent Services for an additional one year ending April 24, 2013.**

**DISCUSSION:** After the city placed the sanitation bills on the property tax bill, there were a number of accounts that still required monthly billing. Severn Trent is the company that processed all of our utility bills and the city executed a contract with them in April 2007 for an initial three year term and then it would be renewable annually upon the consent of both parties. The current renewal expires April 27, 2012 so an additional renewal of one year is required. We have attached the extension agreement that needs to be signed and request that Council approve the renewal.

**OST:** Approximately \$350 per year

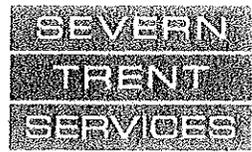
**FUNDING:** Funds are budgeted in acct# 430-3401-534-34-00 in the Sanitation Fund

**PROFESSIONAL SERVICES/PROCUREMENT APPROVAL:**

TR

Agenda Item No.  
City Council Meeting of:

4-9-2012



Severn Trent Services  
4837 Swift Road, Suite 100  
Sarasota, FL 34231  
United States

T: +1 941 925 7033  
F: +1 941 924 7203

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

Via U.S Certified Mail, Return Receipt Requested

March 26, 2012

James R. Borgmann  
City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Subject: Electronic Mailing of Utility Bills (#07-06/07)

Dear Mr. Borgmann:

We would like to take this opportunity to thank the City of Miami Springs for the opportunity Severn Trent Environmental Services has had to provide electronic mailing of utility bills to you and your customers over the years.

Per a phone conversation on March 23, 2012 between Larry Daszynski, STES Billing Manager, and Moira Ramos, City of Miami Springs Finance Director, the City and Severn Trent Services would like to amend "Contract Document F, Section 1) Term" of our agreement for Electronic Mailing of Utility Bills dated April 24, 2007 as follows:

"This agreement shall be effective for an initial term of three (3) years from the date of execution by the parties and will automatically renew annually for successive one (1) year terms thereafter, if mutually agreed by both parties. Notwithstanding, either party may terminate this Agreement by giving ninety(90) days prior written notice of such termination to the other party, without cause, such as default or breach by either party."

All other terms and conditions of the Agreement will remain the same.

At this time, per Section 2.2 – Compensation of the subject Agreement "After the initial three year term and if the contract term is extended, during any one-year extension term, an amount equal to the percentage increase in the Consumer Price Index, U.S. City Average " will be initiated. The CPI index rate for February 2011 was 263.480 and for February 2012 at 268.819. With this adjustment applied to Severn Trent's price as of the commencement of the contract, Severn Trent's fees would increase as indicated below by 2.026% (see attachment "A").



Severn Trent Services  
4837 Swift Road, Suite 100  
Sarasota, FL 34231  
United States

T: +1 941 925 7033  
F: +1 941 924 7203

www.severntrentservices.com

- Billing Printing - \$0.57
- Final Notices w/Return Envelopes - \$0.56
- Canadian Bills - \$0.85
- Foreign Bills - \$ 1.05
- Miscellaneous Bills - \$1.12
- Programming - \$100.27

If you are in agreement with the above, please sign the three originals of this letter to confirm our agreement, return two to my office by April 15, 2012 and retain one for your records.

We look forward to continuing to service the City of Miami Springs and its customers. If you have any questions or would like to discuss additional services which Severn Trent may be able to provide, please do not hesitate to call me or Larry Daszynski at the number listed above.

Sincerely,

Richard Gardner  
Regional General Manager

Agreed to and Accepted By:

\_\_\_\_\_  
City of Miami Springs

\_\_\_\_\_  
Date

Attachments: CPI Increase Calculation Table, Attachment A  
Bureau of Labor Statistics Data, Attachment B

Copy: Larry Daszynski, Billing Manager, STES  
Rita Varona, Regional Operations Support Manager, STES

Attachment "A"

CPI Increase Calculation

	CPI				
Base Month	Feb-11	263.480			
Current Month	Feb-12	268.819			
<u>Current Month</u>	-	<u>Base Month</u>	x	100%	= CPI Increase
		Base Month			
<u>268.819</u>	-	<u>263.48</u>	x	100%	= 2.026%
		263.48			

# Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: 2002 To: 2012

include graphs

[More Formatting Options](#)

Data extracted on: March 23, 2012 (11:33:52 AM)

## Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SAS, CUUS0000SAS  
 Not Seasonally Adjusted  
 Area: U.S. city average  
 Item: Services  
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002	206.3	207.3	208.0	208.4	208.8	209.8	210.7	211.5	211.5	211.7	211.8	211.9	209.8	208.1	211.5
2003	213.1	214.0	215.1	215.1	215.9	216.8	217.6	218.0	218.1	218.4	217.9	217.9	216.5	215.0	218.0
2004	219.1	219.9	221.0	221.5	221.9	223.3	224.1	224.5	224.5	224.5	224.6	224.6	222.8	221.1	224.5
2005	225.6	226.8	228.0	228.6	228.8	229.8	230.9	231.3	231.7	233.0	233.5	233.2	230.1	227.9	232.3
2006	234.9	235.7	236.6	237.1	237.7	239.2	240.2	240.9	241.1	240.9	240.9	241.2	238.9	236.9	240.9
2007	242.540	243.793	244.671	245.265	245.793	247.450	248.331	248.555	248.700	248.878	248.974	249.225	246.848	244.919	248.777
2008	250.648	251.527	252.817	253.426	254.509	256.668	258.422	258.638	258.059	257.559	256.967	256.731	255.498	253.266	257.729
2009	257.780	258.328	258.597	258.466	258.433	259.544	259.992	260.355	260.136	259.844	259.323	259.055	259.154	258.525	259.784
2010	259.459	259.792	260.196	260.420	260.756	261.756	262.241	262.421	262.320	261.927	261.921	262.074	261.274	260.397	262.151
2011	262.701	263.480	263.956	264.256	264.883	265.928	266.660	267.271	267.510	267.352	267.413	267.737	265.762	264.201	267.324
2012	268.459	268.819													

### TOOLS

- Areas at a Glance
- Industries at a Glance
- Economic Releases
- Databases & Tables
- Maps

### CALCULATORS

- Inflation
- Location Quotient
- Injury And Illness

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- Linking & Copyright Info

### RESOURCES

- Inspector General (OIG)
- Budget and Performance
- No Fear Act
- USA.gov
- Benefits.gov
- Disability.gov

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U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001  
[www.bls.gov](http://www.bls.gov) | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)





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

**TO:** Honorable Mayor Garcia and Members of the City Council  
**VIA:** Ronald Gorland, City Manager *Ron*  
**FROM:** William Alonso, Assistant City Manager/Finance Director  
**DATE:** April 5, 2012

**RECOMMENDATION:**

Recommendation that Council approve a Change Order to Wrangler Construction, Inc., in an amount not to exceed \$4,400.00 for lime rock and top soil for road base, pursuant to Section §31.11 (F)(11)(b) of the City Code.

**DISCUSSION:**

At the request of the Building Official, additional lime rock was required for the road base to the access road for the Mansion. A total of 219.39 tons of materials were required totaling \$3,406.02. In addition, at the request of CMI, Wrangler provided and installed two loads of top soil, totaling \$993.98.

**COST:** \$4,400.00

**FUNDING:** Department/ Description: Capital Projects/Building Improvements  
Account Number: 310-3700-519-6201

**PROFESSIONAL SERVICES/PROCUREMENT APPROVAL:**

Agenda Item No.

City Council Meeting of:

4-9-2012 *W*





**REQUEST FOR CHANGE ORDER**

DATE: March 20, 2012

RCO No: 1

PROJECT: Curtiss Mansion Access Road  
Miami Springs, FL.

TO: Roy Rodriguez, P.M.  
TGSV

SCOPE OF WORK: Provide limerock for road base.  
219.39 Tons @ \$13.50/ton

REASON FOR REQUEST: Owner's request.  
Not included in contract. Only existing material on site  
was supposed to be used.

**SUMMARY**

LABOR TOTAL (See attached)		\$	-
EQUIPMENT TOTAL		\$	-
MATERIAL TOTAL (See attached)		\$	2,961.76
SUBCONTRACTOR		\$	-
LAB/MATL/EQPT	SUB-TOTAL	\$	2,961.76
15% OVERHEAD & PROFIT		\$	444.26
	TOTAL	\$	3,406.02
1.0% INSURANCE (N/A)		\$	-
	TOTAL	\$	3,406.02
3.0% P&P BOND (N/A)		\$	-
		\$	<u>3,406.02</u>

*10 TONS  
296.18 TONS  
242.68 TONS*

*OR  
JR*

**GRAND TOTAL, THIS RCO \$ 3,406.02**

CC:



**WHITE ROCK QUARRIES**

P.O. Box 15065  
West Palm Beach, FL 33416-4680

**WEIGHT TICKET**  
ORIGINAL

Customer	EAGLE CARRIERS OF SOUTH Eagle Carriers of South Florida LLC 7500 N.W. 25 ST. #105 MIAMI, FL 33122-0000	DATE: 3/17/2012 09:10AM	TICKET NUMBER 8519172 Alain WEIGHMASTER
----------	-----------------------------------------------------------------------------------------------------------------	-------------------------------	--------------------------------------------------

Cst #:	032812	Dot Mine:	87-339	Job #:	45494
Project:	CURTISS MANSION	PO # :			
Location:	500 DEER RUN				
Truck:	367- 1460	Gross Wght:	57820	US	Metric
	EAGLE CARRIERS	Tare Wght:	24740		30763
Driver:	YSS ALVARODO IGLESIA	Net Wght:	43080		11222
Stockpile:	LIMEROCK CODE # 01	Net Tons :	21.54		19.54
Product:	LIMEROCK CODE # 01				
		Freight:			
Accum.	Loads	Tons			
Daily :	4	87.40			

Driver's Signature \_\_\_\_\_  
 Driver Name: \_\_\_\_\_ Received By: \_\_\_\_\_



**WHITE ROCK QUARRIES**

P.O. Box 15065  
West Palm Beach, FL 33416-4680

**WEIGHT TICKET**  
ORIGINAL

Customer	EAGLE CARRIERS OF SOUTH Eagle Carriers of South Florida LLC 7500 N.W. 25 ST. #105 MIAMI, FL 33122-0000	DATE: 3/17/2012 09:02AM	TICKET NUMBER 8519167 Alain WEIGHMASTER
----------	-----------------------------------------------------------------------------------------------------------------	-------------------------------	--------------------------------------------------

Cst #:	032812	Dot Mine:	87-339	Job #:	45494
Project:	CURTISS MANSION	PO # :			
Location:	500 DEER RUN				
Truck:	367- 520	Gross Wght:	69620	US	Metric
	EAGLE CARRIERS	Tare Wght:	26020		31579
Driver:	YSS JORGE PENA	Net Wght:	43600		11802
Stockpile:	LIMEROCK CODE # 01	Net Tons :	21.80		19.78
Product:	LIMEROCK CODE # 01				
		Freight:			
Accum.	Loads	Tons			
Daily :	3	65.86			

Driver's Signature \_\_\_\_\_  
 Driver Name: \_\_\_\_\_ Received By: \_\_\_\_\_



# WHITE ROCK QUARRIES

P.O. Box 15085  
West Palm Beach, FL 33416-4680



ORIGINAL

Customer	EAGLE CARRIERS OF SOUTH Eagle Carriers of South Florida LLC 7500 N.W. 25 ST. #105 MIAMI, FL 33122-0000	DATE: 3/17/2012 06:41AM	TICKET NUMBER 8519044 wrmtatg WEIGHMASTER
----------	-----------------------------------------------------------------------------------------------------------------	-------------------------------	----------------------------------------------------

Cst #:	032812	Dot Mine:	87-339	Job #:	40494
Project:	CURTISS MANSION	PO # :			
Location:	500 DEER RUN			US	Metric
Hlr-Truck :	367- 1460	Gross Wght:	59140	31361	
	EAGLE CARRIERS	Tare Wght:	24780	11240	
Driver:	YSS ALVARODO IGLESI	Net Wght:	44360	20121	
Stockpile:	LIMEROCK CODE # 01	Net Tons :	22.18	20.12	
Product:	LIMEROCK CODE # 01				
		Freight:			
Accum.	Loads	Tons.			
Daily :	1	22.18			

Driver's Signature

Driver Name:

Received By:



# WHITE ROCK QUARRIES

P.O. Box 15085  
West Palm Beach, FL 33416-4680



ORIGINAL

Customer	EAGLE CARRIERS OF SOUTH Eagle Carriers of South Florida LLC 7500 N.W. 25 ST. #105 MIAMI, FL 33122-0000	DATE: 3/17/2012 06:44AM	TICKET NUMBER 8519048 wrmtatg WEIGHMASTER
----------	-----------------------------------------------------------------------------------------------------------------	-------------------------------	----------------------------------------------------

Cst #:	032812	Dot Mine:	87-339	Job #:	40494
Project:	CURTISS MANSION	PO # :			
Location:	500 DEER RUN			US	Metric
Hlr-Truck :	367- 520	Gross Wght:	69860	31688	
	EAGLE CARRIERS	Tare Wght:	26100	11839	
Driver:	YSS JORGE PENA	Net Wght:	43760	19849	
Stockpile:	LIMEROCK CODE # 01	Net Tons :	21.88	19.85	
Product:	LIMEROCK CODE # 01				
		Freight:			
Accum.	Loads	Tons			
Daily :	2	44.06			

Driver's Signature

Driver Name:

Received By:



**WHITE ROCK QUARRIES**  
 P.O. Box 15065  
 West Palm Beach, FL 33416-4680

**WEIGHT TICKET**  
 ORIGINAL

Customer: **EAGLE CARRIERS OF SOUTH** DATE: **3/17/2012** TICKET NUMBER: **8519326**  
 Eagle Carriers of South Florida LLC 7600 N.W. 25 ST. #105 MIAMI, FL 33122-0000 11:53AM  
 Alain WEIGHMASTER

Cst # 032812 Dot Mins: 87-339 Job # 40494  
 Project: CURTISS MANSION PO # :  
 Location: 600 DEER RUN US Metric  
 Hr-Truck: 367- 1460 Gross Wght: 67820 30763  
 EAGLE CARRIERS Tare Wght: 24680 11195  
 Driver: YSS ALVARODO IGLES Net Wght: 43140 19568  
 Stockpile: LIMEROCK CODE #01 Net Tons: 21.67 19.57  
 Product: LIMEROCK CODE #01

Freight:

Accum. Loads Tons  
 Daily: 7 162.07

Driver's Signature \_\_\_\_\_ Received By: \_\_\_\_\_  
 Driver Name: \_\_\_\_\_



**WHITE ROCK QUARRIES**  
 P.O. Box 15065  
 West Palm Beach, FL 33416-4680

**WEIGHT TICKET**  
 ORIGINAL

Customer: **EAGLE CARRIERS OF SOUTH** DATE: **3/17/2012** TICKET NUMBER: **8519294**  
 Eagle Carriers of South Florida LLC 7600 N.W. 25 ST. #105 MIAMI, FL 33122-0000 11:14AM  
 Alain WEIGHMASTER

Cst # 032812 Dot Mins: 87-339 Job # 40494  
 Project: CURTISS MANSION PO # :  
 Location: 600 DEER RUN US Metric  
 Hr-Truck: 367- 620 Gross Wght: 69540 31543  
 EAGLE CARRIERS Tare Wght: 25980 11784  
 Driver: YSS JORGE PENA Net Wght: 43560 19758  
 Stockpile: LIMEROCK CODE #01 Net Tons: 21.78 19.76  
 Product: LIMEROCK CODE #01

Freight:

Accum. Loads Tons  
 Daily: 6 130.50

Driver's Signature \_\_\_\_\_ Received By: \_\_\_\_\_  
 Driver Name: \_\_\_\_\_

**WHITE ROCK QUARRIES**P.O. Box 15085  
West Palm Beach, FL 33416**ORIGINAL**

Customer: EAGLE CARRIERS OF SO. FL. DATE: 3/19/2012  
 7600 N.W. 26 ST. 09:34AM  
 SUITE #284  
 MIAMI, FL 33122-0000

TICKET NUMBER: 377389  
 Geop: WEIGHMASTER

Cst #:	032812	Dot Mine:	87-633	Job #	C5254
Project:	CURTISS MANSION		PO # :		
Location:	500 DEER RUN				
Hlr-Truck :	367- 463	Gross Wght:	69180	US	Metric
	EAGLE CARRIERS	Tare Wght:	22520	10215	
Driver:	YSS	Net Wght:	46660	21165	
Stockpile:	LIMEROCK CODE #01	Net Tons :	23.33	21.16	
Product:	LIMEROCK CODE #01				
Freight:					
Accum.	Loads	Tons			
Daily :	1	23.33			

Driver's Signature \_\_\_\_\_  
 Driver Name \_\_\_\_\_

*[Signature]*  
 Received By: \_\_\_\_\_

**WHITE ROCK QUARRIES**P.O. Box 15085  
West Palm Beach, FL 33416-4880**WEIGHT TICKET ORIGINAL**

Customer: EAGLE CARRIERS OF SOUTH DATE: 3/17/2012  
 Eagle Carriers of South Florida LLC 10:29AM  
 7500 N.W. 26 ST. #105  
 MIAMI, FL 33122-0000

TICKET NUMBER: 8519254  
 Alain WEIGHMASTER

Cst #:	032812	Dot Mine:	87-339	Job #	45484
Project:	CURTISS MANSION		PO # :		
Location:	500 DEER RUN				
Hlr-Truck :	367- 1460	Gross Wght:	67340	US	Metric
	EAGLE CARRIERS	Tare Wght:	24700	11204	
Driver:	YSS ALVARODO IGLES	Net Wght:	42640	19341	
Stockpile:	LIMEROCK CODE #01	Net Tons :	21.32	19.34	
Product:	LIMEROCK CODE #01				
Freight:					
Accum.	Loads	Tons			
Daily :	6	108.72			

Driver's Signature \_\_\_\_\_  
 Driver Name \_\_\_\_\_

*[Signature]*  
 Received By: \_\_\_\_\_



**WHITE ROCK QUARRIES**  
 P.O. Box 15085  
 West Palm Beach, FL 33413-4880

**WEIGHT TICKET**  
 ORIGINAL

Customer: **EAGLE CARRIERS OF SOUTH** DATE: **3/19/2012** TICKET NUMBER: **8620613**  
 Eagle Carriers of South Florida LLC 02:45PM  
 7500 N.W. 26 ST. #105  
 MIAMI, FL 33122-0000  
 wrnwcp  
 WEIGHMASTER

Cst #:	032812	Dot Mine:	87-339	Job #:	45494		
Project:	CURTISS MANSION			PO # :			
Location:	600 DEER RUN					US	Metric:
Hlr-Truck :	367- 463			Gross Wght:	87180		30472
	EAGLE CARRIERS			Tare Wght:	22340		10133
Driver:	Y88 DANIEL GARONI			Net Wght:	44840		20339
Stockpile:	LIMEROCK CODE #01			Net Tons :	22.42		20.34
Product:	LIMEROCK CODE #01						
				Freight:			
Accum.	Loads	Tons					
Daily :	1	22.42					

Driver's Signature \_\_\_\_\_  
 Driver Name: \_\_\_\_\_

*[Signature]*  
 Received By: \_\_\_\_\_



**WHITE ROCK QUARRIES**  
 P.O. Box 15085  
 West Palm Beach, FL 33416-4880

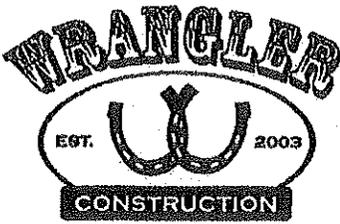
**WEIGHT TICKET**  
 ORIGINAL

Customer: **EAGLE CARRIERS OF SOUTH** DATE: **3/20/2012** TICKET NUMBER: **8621220**  
 Eagle Carriers of South Florida LLC 09:15AM  
 7600 N.W. 26 ST. #106  
 MIAMI, FL 33122-0000  
 SIMO  
 WEIGHMASTER

Cst #:	032812	Dot Mine:	87-339	Job #:	45494		
Project:	CURTISS MANSION			PO # :			
Location:	600 DEER RUN					US	Metric
Hlr-Truck :	367- 463			Gross Wght:	87080		30427
	EAGLE CARRIERS			Tare Wght:	23940		10869
Driver:	Y88 ANDO PEREZ			Net Wght:	43140		19568
Stockpile:	LIMEROCK CODE #01			Net Tons :	21.67		19.67
Product:	LIMEROCK CODE #01						
				Freight:			
Accum.	Loads	Tons					
Daily :	1	21.67					

Driver's Signature \_\_\_\_\_  
 Driver Name: \_\_\_\_\_

*[Signature]*  
 Received By: \_\_\_\_\_



REQUEST FOR CHANGE ORDER

DATE: March 26, 2012

RCO No: 3

PROJECT: Curtiss Mansion Access Road  
Miami Springs, FL.

TO: Roy Rodriguez, P.M.  
TGSV

SCOPE OF WORK: Provide and install additional top soil.  
(Two loads of top soil)  
Hauling and disposal of debris.

REASON FOR REQUEST: Owner's request.  
Not included in original Proposal.

SUMMARY

LABOR TOTAL	\$	275.40	NO	219.33
EQUIPMENT TOTAL	\$	175.00	OK	
MATERIAL TOTAL	\$	220.00	OK	
SUBCONTRACTOR (See attached)	\$	250.00	OK	
LAB/MATL/EQPT		<u>920.40</u>		864.33
15% OVERHEAD & PROFIT	\$	<u>138.06</u>		129.65
	\$	<u>1,058.46</u>		
1.0% INSURANCE (N/A)	\$	-		
	\$	<u>1,058.46</u>		
3.0% P&P BOND (N/A)	\$	-		
	\$	<u>1,058.46</u>		
<b>GRAND TOTAL, THIS RCO</b>	<b>\$</b>	<b><u>1,058.46</u></b>		<b># 993.98</b>







OFFICE OF THE CITY CLERK  
MEMORANDUM

TO: Honorable Mayor Garcia and Members of the City Council  
FROM: Magali Valls, City Clerk  
DATE: April 1, 2012  
SUBJECT: PENDING BOARD APPOINTMENTS

\*\*\*\*\*

The following appointments are pending:

<u>APPOINTING</u> <u>COUNCILMEMBER</u>	<u>CURRENT</u> <u>APPOINTMENT</u> <u>MEMBER</u>	<u>TERM</u> <u>EXPIRES</u>	<u>ORIGINAL</u> <u>APPOINTMENT</u> <u>DATE</u>	<u>LAST</u> <u>APPOINTMENT</u> <u>DATE</u>
<b><u>Board of Adjustment</u></b>				
Mayor Zavier M. Garcia	Francisco Fernández	04-30-2012	10-14-1991	11-28-2011
Councilman Best – Group I	Kevin Berounsky	04-30-2012	11-22-2004	10-11-2010
<b><u>Architectural Review Board</u></b>				
Mayor Zavier M. Garcia	Kathy Fleischman*	10-31-2012	VACANT	VACANT
Councilman Best – Group I	Bob Calvert*	10-31-2012	VACANT	VACANT
Vice Mayor Lob– Group III	Juan A. Calvo*	10-31-2012	VACANT	VACANT
<b><u>Code Enforcement Board</u></b>				
Mayor Zavier M. Garcia	Raúl Sáenz	11-30-2011	11-14-2005	12-08-2008
Councilman Espino – Group II	John Bankston	09-30-2011	09-23-2002	10-28-2008
Councilman Espino – Group II	Rhonda Calvert	09-30-2011	09-25-2006	10-13-2008
<b><u>Code Review Board</u></b>				
Mayor Zavier M. Garcia	Connie Kostyra*	04-30-2012	VACANT	VACANT
Councilman Best – Group I	María (Núñez) Garrett	04-30-2012	05-08-2009	05-08-2009
<b><u>Disability Advisory Board</u></b>				
Mayor Zavier M. Garcia	Charlene Anderson*	12-31-2013	VACANT	VACANT
Councilman Espino – Group II	Peter Newman*	12-31-2013	VACANT	VACANT
<b><u>Ecology Board</u></b>				
Mayor Zavier M. Garcia	W. Anderson-Booher	04-30-2012	01-12-2009	05-11-2009
Councilman Best – Group I	Martin Crossland	04-30-2012	01-14-2008	11-09-2009
Vice Mayor Lob– Group III	Dr. Mara Zapata*	04-30-2013	VACANT	VACANT

**Historic Preservation Board**

Councilman Espino – Group II	Yvonne Shonberger	02-28-2014	06-13-2005	02-11-2008
Councilwoman Ator – Group IV	M.A. Goodlett-Taylor**	01-31-2013	01-24-1983	01-22-2007

**Board of Parks and Parkways**

Mayor Zavier M. Garcia	Eric Richey***	04-30-2012	02-13-1989	04-27-2009
Councilman Best – Group I	Tammy Johnston	04-30-2012	04-27-2006	04-27-2009
Councilman Espino – Group II	Lynne V. Brooks	04-30-2012	08-08-2011	08-08-2011

**Recreation Commission**

Councilman Best – Group I	John Shapiro****	04-30-2012	05-12-2003	04-27-2009
Councilman Espino – Group II	Dr. Stephanie Kondy	04-30-2014	06-13-2005	04-14-2008
Vice Mayor Lob – Group III	Clark Rinehart****	04-30-2012	05-12-2003	03-28-2011

**Revitalization and Redevelopment Ad-Hoc Committee**

Mayor Garcia	Wade Smith	Appointed:	12-13-2010
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\* Kathy Fleischman resigned on April 19, 2011.  
Bob Calvert resigned on January 31, 2012.  
Juan A. Calvo resigned on January 31, 2012.  
Connie Kostyra resigned on April 28, 2011.  
Charlene Anderson resigned on June 6, 2011.  
Peter Newman resigned on August 1, 2009.  
Dr. Mara Zapata resigned from the Ecology Board to become a member of the Education Advisory Board.

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

\*\*\* Board of Parks and Parkways – Council confirmation required per §32.20 of the City Code of Ordinances: “.....No board member who shall have served three consecutive terms of office, shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council.

\*\*\*\* Recreation Commission – Council confirmation required per §32.05 of the City Code of Ordinances: “..... No commission member who shall have served three consecutive terms of office, shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council.

cc: City Manager  
Assistant City Manager/Finance Director  
City Attorney  
Affected Board Members



4-9-2012



**RESOLUTION NO. 2012-3541**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS CALLING FOR THE HOLDING OF A SPECIAL ELECTION FOR THE CITY ON TUESDAY, AUGUST 14, 2012; DELINEATING THE CITY CHARTER QUESTIONS FOR THE ELECTION BALLOT; PROVIDING AUTHORIZATIONS AND DIRECTIONS TO THE CITY CLERK; EFFECTIVE DATE**

**WHEREAS**, there has been much public discussion and debate regarding proposed Charter Amendments related to the City's election procedures; and,

**WHEREAS**, a City Election is required to secure the approval of any Amendment of the City Charter by the electors of the City; and,

**WHEREAS**, at the Regular City Council meeting of April 9, 2012, the City Council considered and approved two proposed Charter Amendments to be submitted for approval by the electors of the City; and,

**WHEREAS**, the proposed Charter Amendments provide for changing the election terms of City Council Members, excluding the Mayor, and for approving staggered election terms for City Council Members, excluding the Mayor, beginning with the General Municipal Election of April 2013; and,

**WHEREAS**, although no General City Election is currently scheduled for the year 2012, the City has been advised that it may place questions on the ballot of the Miami-Dade County Primary Election scheduled for August 14, 2012; and,

Resolution No. 2012-3541

**WHEREAS**, the City Clerk, as provided in City Charter Sections 3.03 and 8.02, is the Supervisor of Elections for the City and is charged with the responsibilities of preparing the ballot and conducting all City elections; and,

**WHEREAS**, all City elections are conducted in accordance with City Ordinance Section 11.01 which provides:

**11.01 STATE ELECTION CODE ADOPTED FOR MUNICIPAL ELECTIONS.**

All General and Special Elections held in the City shall be held and conducted in accordance with the provisions of state law as nearly as practicable where state law is applicable to municipalities by reasonable construction, except as provided by the City Charter, this Chapter, or other Ordinance of the City. The City Council shall perform all acts in relation to such General and Special Election which by the state law is made the duty of the County Commission; and,

**WHEREAS**, the City Clerk has been advised by the Miami-Dade County Elections Department that the City may conduct a Special Election on Tuesday, August 14, 2012, so long as an appropriate Resolution calling the Special Election, and all other required information and documentation is submitted to the Elections Department prior to May 25, 2012; and,

**WHEREAS**, the City Council of the City of Miami Springs has determined that it is both proper and appropriate to conduct a Special City Election for the proposed Charter Amendments contained herein, which will be placed upon the ballot of the Miami-Dade County Primary Election to be conducted on August 14, 2012, for consideration by the electors of the City:

Resolution No. 2012-3541

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

**Section 1:** That the City Special Election shall be called for and conducted on August 14, 2012.

**Section 2:** That the purpose of the Special City Election is for the placement of the proposed City Charter Amendments on the Miami-Dade County Primary Election ballot of August 14, 2012, and to allow the electors of the City of Miami Springs to determine if the City Charter should be amended.

**Section 3:** That the Miami-Dade County Elections Department is hereby requested to schedule a Miami Springs Special Election and to include the following questions on the ballot for the Miami-Dade County Primary Election to be conducted on Tuesday, August 14, 2012:

**PROPOSED AMENDMENTS TO MIAMI SPRINGS CHARTER**

**AMENDMENT NO. 1**

Shall Charter Section 3.06(4)(a) be amended to change the terms of office for all Council Members, excluding the mayor, beginning with the General Municipal Election of April 2013, from two (2) year terms to four (4) year terms?

YES            [     ]

NO             [     ]

Resolution No. 2012-3541

**AMENDMENT NO. 2**

Shall Charter section 3.06(4)(b) be amended to change the proposed four year terms of Councilmembers to staggered terms, beginning with the General Municipal Election of April 2013, by requiring the Councilmembers elected in Groups 1 and 2 to serve only two year initial terms and four year terms in each subsequent election, while the Councilmembers elected in Groups 3 and 4 to begin serving four year terms with the 2013 election and thereafter?

YES            [     ]  
NO             [     ]

**Section 4:** That the City Clerk, as the Supervisor of Elections for the City, is hereby authorized and directed to forward this Resolution to the Miami-Dade County Elections Department to insure that the Special City Election Charter Amendment questions are properly placed on the Miami-Dade County Primary Election Ballot of August 14, 2012, to conduct the Special City Election in accordance with all the requirements of law, and to cooperate with and assist the Miami-Dade County Elections Department in the conduct of this Election.

**Section 5:** That the provisions of this Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida,  
this 9<sup>th</sup> day of April, 2012.

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

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

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

**ATTEST:**

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

**APPROVED AS TO LEGALITY AND FORM:**



Jan K. Seiden, City Attorney

Resolution No. 2012-3541





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

TO: Honorable Mayor Garcia and Members of the City Council

FROM: Ron Gorland, City Manager

DATE: April 5, 2012

SUBJECT: Consideration of Proposed Term Sheets Received from FTL Capital L.L.C., and FOSS Historic Preservations Funding L.L.C. Discussion led by Erik Wishneff and Robert Chaves.

Discussion: Erik Wishneff was engaged to bring to the City Federal Historic Rehabilitation Tax Credit investment offers for which we now have two term sheets. Mr. Robert Chaves, the City's tax advisor for this transaction and Mr. Wishneff have been working together and will present this to Council at the meeting Monday night.

Key Issues to be addressed include but not limited to transaction:

- Legal structure
- Estimated Cashflow & timeline
- Potential Downside issues (including costs if market acceptable deal is not approved by Council after term sheet agreement)
- Potential tax issues (either directly related to the tax credit sale and/or deal structure)
- Ongoing costs

Agenda Item No.

City Council Meeting of:

4-9-2012

DRAFT

REVISED TERM SHEET

TO BE SUBMITTED



120 South Central Avenue, Suite 1000  
St. Louis, Missouri 63105

March 29, 2012

From: Tom Hillman, Managing Principal of FTL Capital LLC

RE: Federal Historic Tax Credit Term Sheet for the Curtiss Mansion

Dear: Mr. Gorland

Based on financial and other information provided by you on the proposed rehabilitation of the Curtiss Mansion (the "Project") in Miami Springs, FL; FTL Capital, LLC or its affiliates ("Investor") is delighted to consider making a Federal Historic Rehabilitation Tax Credit ("FHTC") equity investment to facilitate the Project's completion. The proposed terms of such investment with Curtiss Mansion Landlord, LLC ("Developer") are outlined below.

Except for the obligations set forth in the section titled Transaction Costs, the following term sheet does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of any party and is for discussion purposes only and should not be construed as a commitment to invest in the Project. Should such terms be acceptable to you, approval through Investor's internal review process and definitive documentation will be pursued as quickly as possible.

---

**PROPERTY INFORMATION AND ASSUMPTIONS:**

The rehabilitation of the Project consists of the renovation of the building at 500 Deer Run, Miami Springs, Florida into a community and event center.

This proposal assumes the following about the Project:

1. That the Developer receives approval of Parts I and II applications for the Historic Preservation certification from the National Park Service (NPS) before closing;
2. That part III approval from NPS is made before any substantial capital contribution is made for the FHTC
3. Total Development Costs of approximately \$4,470,000
4. Estimated Qualified Rehabilitation Expenditures (QRE) of Approximately \$4,195,000 and that a Cost Certification Audit (Audit) determining qualified costs will be provided by a third-party accounting firm before any substantial amount of capital contribution is made for FHTC;
5. No portion of the Project has been placed-in-service;
6. Closing of this transaction will occur prior to the project being placed-in-service;
7. All of the FHTCs may be claimed when the project is placed-in-service prior to the last quarter of 2012;
8. Satisfactory review of all construction, title, survey, environmental and insurance matters and underwriting of the Project and guarantors; and



- 9. A Certificate of Occupancy (CO) is provided before any substantial capital contribution is made for FHTC.

**TAX CREDIT TERMS**

**FEDERAL HISTORIC TAX CREDIT EQUITY CAPITAL CONTRIBUTION:**

The Investor envisions providing equity capital for the FHTCs and receiving 99.9% of all FHTCs generated by the QREs. Should Investor receive less than 99.9% of the FHTCs, the net investment will be adjusted accordingly. A master lease will be put in place in order for the Investor to recognize the credits and the Investor will pay in the FHTC equity via the master tenant in the master lease.

In the event that more or fewer FHTCs are awarded, the FHTC equity would be adjusted based on the price per credit as detailed below:

<u>Credit Type</u>	<u>QRE Amount</u>	<u>Credit Amt.</u>	<u>Price Per Credit</u>	<u>Equity</u>
Federal Historic	\$4,195,000	\$839,000	\$0.88	\$738,320

\* Estimate. Final cost certification to certify final amount of credits.

\*\* Investor will make additional FHTC equity capital available (to an amount up to 10% more than the amount projected if additional FHTCs are available), and Investor has the option for all available FHTCs from the Project.

<b>Timing of Pay in</b>	<b>Equity from Investor</b>		<b>% of Total</b>
1. At Closing	\$10,000	around 4/12	1.35%
2. Delivery of 2012 Federal FHTCS; Lien-Free Construction Completion and downdated endorsements to the title insurance policies; All Certificates of Occupancy; Cost Certification Audit; Receipt of Part III from NPS; Receipt of prior year's tax returns and K-1, if applicable, and filed Pass-Through Election; and Delivery of (a) estoppel certificates from lenders (if any) and landlord and (b) bring down certificate.	\$728,320	around 8/12	98.65%
1. 60 months following completion date	\$36,916	around 6/17	5%



In addition to the receipt of tax credits, Investor will require a 2% annual preferred return on the amount of FHTC equity invested in the Project for 5 years beginning the first year for which a K-1 must be provided. Also, the Investor will have the option to Put its interest in the Master Tenant back to the Developer or one of its affiliates in exchange for an amount equal to 5% of its contributed FHTC equity. This option may be exercised beginning after the FHTC compliance period. The Investor may at its discretion require the funds needed to pay the priority return be placed in a reserve account after the Investor makes its second capital contribution as detailed above.

**DEVELOPER FEES:**

Developer Fees may not exceed 20% of the Qualified Rehabilitation Expenditures (excluding Developer Fees) or such lesser amount as Investor is advised by tax counsel.

**DEAL STRUCTURE:**

For the purpose of allocating the FHTCs from the project level to the Investor, a “sandwich lease structure” (also known as a pass-through structure) will be used with the Investor as a 99.9% Member in the Master Tenant to be formed. The Landlord/Owner will elect to pass-through the earned FHTCs to a “Tenant” legal entity that enters into a lease of the property from the “Landlord” entity all of which shall be subject to tax counsel approval. The Master Tenant is expected to have an ownership interest in the Landlord of 10%.

**ECONOMIC BENEFITS:**

Depreciation, Profits and Losses: Profits and losses (including depreciation) at the Owner/Landlord level shall be allocated to the Managing Member and the Master Tenant pursuant to their ownership interests in the Owner/Landlord.

Cash Flow: The Investor will, for its investment in the Master Tenant, receive a percentage of net cash flow – prior to master lease payments to Owner/Landlord – equal to 2% of its outstanding capital investment amount on an annual basis (the 2% priority return).

**CASH FLOW PRIORITY (MASTER/TENANT):**

Cash flow at the Master/Tenant level will be distributed in the following order:

1. Operating expenses and management fees.
2. 2% priority return to the Investor on the current paid-in amount of FHTC equity.
3. Tax equivalence payment to the Investor, if applicable.
4. Lease payment (from Master Tenant entity to the Owner/Landlord entity).
5. Entity reserve requirements, if applicable.
6. Balance distributed according to ownership interests.

**CASH FLOW PRIORITY (OWNER/LANDLORD):**

Cash flow at the Owner/Landlord level will be distributed in the following order:

1. Approved operating expenses, debt service, lease payments, management fees and required reserves.



2. Deferred Developer Fees.
3. 90% to Managing Member of Landlord and 10% to Master Tenant (subject to tax counsel approval).

**PLACED IN SERVICE DATE:**

The Project is expected to be placed in service, as defined by the FHTC tax regulations, before June 15, 2012. Should the project not be completed and placed in service by September 15, 2012, the Project shall be in default. The Guarantors shall make a payment to Investor for the amount of FHTC equity contributed to date, plus an annual interest rate of 10% and any and all legal or accounting costs incurred by Investor.

**ADJUSTER:**

If placed in service is delayed beyond July 15, 2012, the price per FHTC shall be reduced by 3% per quarter until September 15, 2012 (after which Investor shall have no further obligation to make additional equity capital available to the Project).

**CNDA:**

It is assumed that lessor to the Project will agree to sign a Consent, Non-Disturbance and Attornment ("CNDA") agreement that will allow the Master Lease(s) to remain in place in the event of a default by the Landlord and even if the Master Tenant is in monetary default.

**AUDIT & TAX PREPARATION COSTS:**

The Owner/Landlord and Master Tenant, at their own cost, shall also deliver: 1) an audit from a nationally recognized accounting firm to Investor each year within 120 days after the end of each calendar year, if required; 2) unaudited financial statements within 30 days after the end of each quarter; and 3) a tax return including form K-1 within 90 days and drafts within 75 days after the end of the calendar year.

**Investors 'PUT OPTION':**

The Investor shall have the option to exercise a Put for six months after the FHTC compliance period (the "Put Period") which will require the remaining Member(s) in the Master Tenant to acquire such interest. This Put option price is expected to be the greater of: (a) the taxes involved in the sale of Investor's membership interest, or (b) 5% of Investor's FHTC equity.

**SPONSOR'S 'CALL OPTION':**

After the expiration of the Put Period, the Managing Member of the Master Tenant shall have the option to purchase Investor's interest in the Master Tenant for an amount equal to the amounts owed to Investor plus the Fair Market Value of the interest for a period of six months.

**GUARANTEES AND PROJECT RESERVES:**

Any other required guarantors ("Guarantor") (as required and approved by Investor) shall provide the following joint and several guarantees:

**Operating deficits and completion guaranty** -- Guarantor will fund 100% of any operating deficits incurred during the Historic Tax Credit compliance period, 100% of any amounts



120 South Central Avenue, Suite 1000  
St. Louis, Missouri 63105

necessary to complete the rehabilitation of the property, and 100% of payments under the sublease from the Master Tenant.

**Recapture and "Make Whole"** -- In the event of a recapture or disallowance of the FHTCs received by Investor, the Guarantor shall reimburse Investor on an after-tax basis for 1) any recaptured or disallowed FHTCs plus any related interest, penalties or additional taxes due, and 2) the net benefit of any other economic or tax benefit that would have been received by Investor if such event of recapture had not occurred.

**Priority Return and Put Guarantee** -- Guarantor shall guarantee the payment of the put option payment and priority return payments. Guarantor shall provide a guarantee against Investor incurring any net tax liability for 50(d) income upon exit or post-exit.

**Environmental** -- Guarantor shall indemnify and hold harmless Investor, and all Investor entities participating in this transaction, for environmental conditions, claims, etc. relating to the property.

**General Obligation** -- Guarantor shall guaranty all obligations of the Managing Member of the property ownership entity and the Master Tenant entity, including but not limited to payment of the priority return and repayment of equity resulting from the availability of fewer than the projected amount of FHTCs (a "Downward Adjuster"). In the event of a Downward Adjuster, this obligation shall be due within 30 days after receipt of the Cost Certification.

If necessary, alternative forms of security and guaranty-equivalency will be considered in whole or part along with traditional guarantees to provide the Investor with the requisite security needed to undertake the contemplated investment.

#### **FUNDING SOURCES:**

These terms are subject to the commitment and availability of the funding sources necessary to account for all costs associated with the completion of the project. The project will not have any foreclosable debt.

#### **FEDERAL REHABILITATION TAX CREDITS:**

The Investor will review all FHTC related documents and structuring matters, including necessary approvals of development plan prior to closing.

#### **UNDERWRITING AND OPERATIONS/CONSTRUCTION BUDGET ADJUSTMENTS:**

Final budget (sources and uses) and pro-forma operating numbers are subject to the Investor's review and approval. These terms are subject to final underwriting and required internal approvals. The terms of investment identified in this term sheet are subject to modification or rescission in whole or in part by the Investor at any time during the course of its review and underwriting of the Project or if it fails to obtain necessary internal approvals.

#### **TRANSACTION COSTS:**

General Partner and Guarantors agree to pay all expenses associated with the Investors proposed investment and the investment closing whether the investment closes or not including all accountant's fees, Investor's legal fees or other third-party expenses incurred.

#### **CONDITIONS:**

Investor shall perform such due diligence and legal review of the transactions contemplated herein as it deems necessary, including but not limited to the following:

1. All real estate documentation (plans, specs, contracts, title, etc.);
2. All organizational documents for all entities involved in these transactions;
3. Financial statements on all entities involved in these transactions;
4. Final financial projections, "source and use" statements, etc. from an Investor approved accounting firm;
5. All terms and conditions of all agreements, documents and similar items affecting the financing of the Project; and
6. All matters deemed necessary by Investor, as applicable.

Investor shall receive representations, warranties and legal opinions from the parties to the transactions contemplated herein which shall be consistent with those customary in similar financing arrangements.

It is a condition of closing that Investor receive an opinion of tax counsel acceptable to Investor to the effect that it should receive the material tax benefits reflected in the financial projections.

**TIMING OF CLOSING:**

This Term Sheet must be executed by end of day April 7, 2012, or it shall be null and void. Should the project not close by April 30, 2012, Investor shall have no obligation to consummate this transaction. All transaction costs incurred by such date shall be immediately due and payable by the [Developer and its affiliates]. Investor has the sole right to extend this commitment.

**CONFIDENTIALITY:**

The terms and conditions of this Term Sheet shall be confidential and shall not be disclosed to any third party without the consent of the Investor and the undersigned ("Parties"), except that the Parties may disclose the terms and conditions described in this Term Sheet, including its existence, to their respective officers, directors, employees, attorneys and other advisers, provided that such persons agree to the confidentiality restrictions contained herein.

Thank you for giving us an opportunity to present these terms for a tax credit financing for the redevelopment of the Curtiss Mansion in Miami Springs, FL. While these terms are subject to required internal approvals and underwriting, we will seek such approval quickly in order to meet your timeline.



Capital LLC.

120 South Central Avenue, Suite 1000  
St. Louis, Missouri 63105

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2012

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

City of Miami Springs, FL

Accepted this 29<sup>th</sup> day of March 2012

By: Thomas J. Hillman, Manager

# FOSS HISTORIC PRESERVATION FUND LLC

## Investment Proposal for Historic Tax Credits

March 28, 2012

## **Attachment "B"**

Ron Gorland  
City Manager  
Miami Springs, Florida  
201 Westward Drive  
Miami Springs, FL 33166

RE: Curtiss Mansion – Miami Springs, FL (the "Property")

**Dear Mr. Gorland:**

I am pleased to present the following terms and conditions relating to the possible investment by Foss Historic Preservation Fund Limited Liability Company ("Investor"), with its principal place of business at 1700 Montgomery Street, Suite 210, San Francisco, CA 94111, in Curtiss Mansion Landlord, LLC, which is offering interests in the Federal Historic Rehabilitation Tax Credits ("Federal Historic Tax Credits" or "Federal Credits") and other economic benefits (the "Proposal").

Please be advised that this Proposal merely represents a proposal of certain terms and conditions, and an understanding of the issues and structure as set forth by the Sponsor, under consideration by Investor, and is solely to be used as a basis for further discussion and is not intended to be and does not constitute a legally binding obligation except as provided under "Confidentiality" below. Any transaction relating to the Federal Credits described herein is subject to, among other things, Due Diligence review and approval by Investor, its attorneys, accountants, and other appropriate parties, as well as subject to appropriate legal documentation signed by all parties ("Transaction Documents"). No such approval has been obtained or submitted.

**Project: Curtiss Mansion – Miami Springs, FL**

The project consists of renovating the historic building located at 500 Deer Run in Miami Springs, Florida into a community and event center (the "Project"). The rehabilitation of the Project began in April 2010 and the project is expected to be completed in April of 2012. The Property will be substantially rehabilitated in accordance with the standards set by the Secretary of the Interior in order to qualify eligible expenditures for Credits. All approvals in this regard (i.e. Part II) will be received by Investor prior to its admission.

Estimated qualified rehabilitation expenditures ("QREs") of the Project are \$ 4,200,000, and the Project will generate an estimated \$ 840,000 of Credits (of which 99.99% would be available to Investor).

**Owner:** Curtiss Mansion Landlord, LLC .

**Sponsor:** City of Miami Springs.

**Master Tenant (or the "Company"):** Curtiss Mansion Master Tenant, LLC, 99.99% owned by the Investor, which will lease the Project from the Owner pursuant to the Master Lease, and in which the Manager will serve as managing member.

Managing Member: Curtiss Mansion Manager, LLC, which is the sole managing member of Owner and will be the .01% managing member of the Master Tenant.

Investment Structure: A master lease structure is proposed for the purpose of allocating the Federal Credits to Investor. Investor contemplates entering into a limited liability company in which it will own 99.99% of the membership interests. As the Master Tenant, Investor will lease the Project from the Owner pursuant to a Master Lease. The Master Lease will be a triple net lease for a period 32 years. The Managing Member will own 0.01% of the membership interests of the Master Tenant and shall be responsible for all building operations, and financial and administrative operations of the Master Tenant. The Owner will serve as the Landlord of the Project and will elect to pass through the Federal Credits to the Master Tenant pursuant to Section 50 of the Internal Revenue Code.

Tax Credits: Projected 2012 Federal Historic Preservation Tax Credits of **\$ 840,000** ("Projected Tax Credits").

Financing: The project has no permanent debt that is subject to foreclosure and will not be allowed to take on any permanent debt without the approval of the Investor.

Administering Agencies: National Park Service; Florida Division of Historical Resources.

Capital Contribution: Approximately **\$ 764,400.00** (or **\$.91** for each Federal Credit dollar available to the Investor in 2012 (assumed to be \$ 840,000.00)).

The Capital Contribution shall be adjusted, up or down, to reflect the Federal Credit amount based on the Project accountant's final cost certification.

The Capital Contribution shall be subject to Owner providing binding commitments to all financing necessary to complete the Project and operate the Project throughout the credit compliance period.

Pay-In Schedule: All Cash, payable as follows:

<u>Amount</u>	<u>Expected Date</u>	<u>Benchmarks (Latest to Occur)</u>
\$ 1,000	Upon Closing of Transaction Documents	Admission of Investor into Master Tenant.
\$ 529,368.00	May 15, 2012	Certificate of Occupancy. Accountant's Cost Certification. Part 3 Approval from the National Park Service. 100% lien waivers.
\$ 114,660.00	August 1, 2012	Evidence that the Project has maintained an "Adjusted Gross Income to Expense Ratio" of at least 1.20 to 1.00 for 90 consecutive days after the rehabilitation of the Project is

complete.

\$ 20,000.00	April 1, 2013	Receipt of first year's tax return. Audited Financial Statements. Partnership K-1 Forms.
\$ 99,372.00	April 20, 2017	60 months from construction completion.

Cash Flow  
Distribution:

The Master Tenant will use the funds to make capital contributions to the Landlord, which will then be used for Qualified Rehabilitation Expenses, as determined by the final Financial Projections.

Net cash flow at the Master Tenant will be distributed annually as follows:

- a) First, to make any tax credit adjustment or recapture payment to the Investor.
- b) Second, to make a special cash distribution to Investor to cover its tax liability resulting from the allocation of the Company's taxable income, if any.
- c) Third, to pay Investor an asset management fee of \$2,000 per quarter beginning with the first calendar quarter after the date Investor makes its first capital instalment throughout the compliance period for the Credit (the "Asset Management Fee"). In the event that such cash flow is not available to pay Asset Management Fee, then such amount shall accrue with simple interest at 10% annually until such time as there is available cash flow, or proceeds from a sale or refinance, to make such payment.
- d) Fourth, to pay Investor a cumulative 2.5% annual Priority Return of capital (the "Priority Return").
- e) Fifth, to repay interest and principal on any Managing Member operating deficit loans.
- f) Sixth, to pay Managing Member an incentive management fee in an amount to be determined based on the Financial Projections.

On a sale (or refinance after the 78<sup>th</sup> month following placement in service of the last QREs) prior to the end of the Company Operating Agreement, proceeds from the sale will be distributed in the following manner:

- a) First, to repay all outstanding loans.
- b) Second, to pay expenses associated with the sale.
- c) Third, to make a priority distribution *pari passu* to Investor and Manager equal to their respective adjusted capital contributions (original investment less any prior distributions of capital proceeds received).
- d) Any remaining proceeds will be split .01% to Manager and 99.99% to Investor.

Put and Call Options:

Beginning with the 61<sup>st</sup> month following placement in service of the last QREs and continuing for a period of twelve months, Investor will have an option to sell its interest in the Company to the Manager or its assignee at a price that is the higher of (i) 13% of Investor's total capital contributions (plus any unpaid Priority Return), and (ii) an amount equal to, on an after tax basis, any exit taxes as the result of its investment in the Company.

Beginning with the 72<sup>nd</sup> month following placement in service of the last QREs and continuing for a period of twelve months, Manager will have an option to

purchase Investor's interest in the Company at a price that is the higher of (i) an amount equal to, on an after tax basis, Investor's exit taxes as the result of its investment in the Company, and (ii) fair market value of Investor's interest in the Company as determined by an independent appraiser.

- Repurchase: If (i) the Landlord has not received Part 3 Approval within 18 months of the date the final phase of the Project is placed into service; (ii) the Project will qualify for less than seventy percent 70% of the Projected Credits; (iii) the Project fails to achieve stabilized operations within 18 months of placement in service of the last QREs; (iv) the Project is not completed within 12 months following the projected in service date, or September 1, 2013; or (v) an event of bankruptcy (to be defined in the Transaction Documents) has occurred with respect to any developer entity prior to stabilized operations of the Project, Investor may require Managing Member to repurchase its interest for an amount equal to 110% of the aggregate Capital Contribution paid plus an amount equal to all fees, costs and expenses incurred by Investor in connection with its investment in the Master Tenant, including fees, costs, and expenses in connection with the transactions contemplated by the Operating Documents, less any amounts previously paid as a Priority Return.
- Development Fee: Any development fee will not exceed 20% of the QREs exclusive of the development fee itself.
- Due Diligence: Upon acceptance and execution this Proposal, Sponsor will commence providing to Investor the due diligence materials set forth on Attachment A, attached hereto and deliver to Investor the Financial Projections (defined below) within ten days from the date of acceptance and execution hereof. Upon receipt of all of the requested materials, Investor will have 30 days (the "Due Diligence Period") to commit to the investment, or inform the Sponsor of its decision not to proceed.
- Financial Projections: The Financial Projections shall mean those financial projections for the Project that have been prepared by accountants experienced in historic tax credit transactions and approved by the Investor.
- Guarantor(s): City of Miami Springs, Florida and other such individuals or entities as may be determined during the Due Diligence Period.
- Obligations: Tax Credit Recapture Obligation – The Guarantor(s) shall guaranty the Manager's obligation to complete the Project, repay any loss, disallowance, or recapture of tax credits, plus interest, penalty, fees, and costs of defense, if any, pay for any excess development costs, operating deficits and the put price under the option agreement.
- Annual Priority Return Obligation – The Manager and Guarantor(s) have the affirmative obligation to make payment of the annual Priority Return to the Investor in the event that the Project cash flow is insufficient to make such payment.
- Transaction Expenses: Sponsor will reimburse Investor \$10,000 for due diligence and closing expenses to be paid at time of Investor's first Capital Contribution (the "Transaction Costs"). Notwithstanding the foregoing, should closing not occur due to no fault of Investor, then the Manager, Sponsor, and the Guarantor(s) agree to pay all of Investor's costs, including but not limited to legal,

accounting, and other due diligence investigation costs.

Sponsor  
Representations:

Sponsor represents that it is familiar with the rules and regulations relating to the issuance of the Federal Historic Tax Credits, and that it has engaged adequate legal representation with respect to both the requirements under federal and state regulations, and the investment in the Company and/or allocation of the Federal Credits to Investor.

Sponsor represents that it will proceed diligently in effecting the admission of the Investor into the Company, and will act in good faith and in accordance with the rules and regulations of the Administering Agencies.

Investor  
Representations:

Investor represents that it is familiar with the rules and regulations relating to the issuance of the Federal Credits, and that it has engaged adequate legal representation with respect to the requirements under state and federal regulations, and the investment in and/or sale of the Federal Credits and other benefits to Investor.

The Investor is purchasing the Federal Credits and other economic benefits for its own account, for investment purposes only and not with a view to the resale or distribution thereof except to an entity affiliated with the Investor.

The Investor acknowledges that this investment opportunity has not been registered under the Securities Act of 1933, as amended (the "Act") or any state securities laws and is being offered and sold in reliance upon exemptions from such registration, including Investor's representation that it is an "accredited investor" under the Act.

Submissions &  
Reporting:

Sponsor shall provide all such material as is necessary to file with the IRS and the state to claim the Federal Credits, including but not limited to Parts 1, 2 and 3 of the Federal historic certification forms.

Sponsor shall also provide audited financial statements and tax return in 2013, with such statements and tax return to be prepared by an accountant familiar and experienced with historic tax credit transactions. For all following years Sponsor shall provide audited financial statements and tax return by March 15 of each year until all recapture periods and other exposure of Investor to the Project are terminated.

Late Delivery:

In the event that the project is not placed in service in 2012 but instead is placed in service in 2013 and the Tax Credits will be first available to use against Investor's 2013 tax liability, then Investor shall make a contribution equal to \$.88 per dollar of tax credit. The Benchmarks for Investor's remaining capital contributions shall remain the same, with the Expected Date of such contributions revised to reflect the then-current status of the Project.

Confidentiality:

The terms and conditions of this Proposal are confidential, and neither the contents of this letter nor the details of the Proposal may be shown or disclosed by the Owner or the Sponsor or any of its respective affiliates except to those individuals who have a need to know as a result of being involved in the proposed transaction.

The Sponsor acknowledges that it currently controls the Owner, the land upon which the Project is built or renovated, will control the allocation of Federal Credits related to such Project, and expects to do so through the completion of the transaction contemplated herein. The Sponsor acknowledges that no

agreement exists, written or otherwise, which would adversely affect its ability to enter into this agreement, and to timely complete the transaction contemplated herein. In consideration of Investor's interest and the mutual considerations described herein, the Sponsor grants to Investor the exclusive right to complete such transaction, and shall not engage in any discussion about the sale or transfer of the Project's Federal Credits, or its interest in them, until the earliest to occur of (a) Investor completing the transaction contemplated herein, (b) Investor's failure to commit to the investment in writing prior to the expiration of the Due Diligence Period, or (c) July 1, 2012.

Please sign below as acknowledgment of your understanding and concurrence with the terms and conditions herein presented, and as authority to allow Investor, its subsidiaries, and its agents, to research the Project and the financial, professional, and character background of the principals involved. One original signed copy of this letter should be returned to Foss and Company. This proposal shall expire on April 18, 2012 if Investor has not received your acceptance hereof by such date.

**FOSS HISTORIC PRESERVATION FUND, LLC**  
("INVESTOR")

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

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2012

**CURTISS MANSION LANDLORD, LLC**  
("OWNER")

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





**CITY OF MIAMI SPRINGS  
OFFICE OF THE CITY CLERK**

201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: 305.805.5006  
Fax: 305.805.5028

Agenda Item No.

City Council Meeting of:

4-9-2012

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

**VIA:** Magali Valls, City Clerk

**FROM:** Suzanne S. Hitaffer, Clerk of the Education Advisory Board

**DATE:** March 26, 2012

**SUBJECT:** **Education Advisory Board Recommendation**

Based on their actions taken at their meeting of March 20, 2012, the Education Advisory Board members would like to bring the following recommendation to the attention of the City Council:

*"Board member Zapata moved to appeal to the City Council to amend the Resolution for the Youth Advisory Council to delete Blessed Trinity Catholic School because it is not part of Miami Springs and to add the AIE Charter School. Board member Sami seconded the motion and it was carried unanimously on voice vote."*

Attachments: Excerpts of Minutes

6) **Business/Reports:**

a. **Youth Advisory Council**

Board member Golnaz Sami reported that she presented a Youth Advisory Council application to AIE Charter School Principal Vera Hirsh and she is working on the other three private schools.

Chairman Gordon asked Ms. Sami to provide an update on the progress that has been made on establishing the Youth Advisory Council.

Board member Sami explained that she prepared an application and information based on the Resolution that was adopted by the City Council. Seven schools are involved, including Miami Springs Senior High, Miami Springs Middle School, Miami Springs Elementary, Springview Elementary, All Angels Academy, Blessed Trinity and Seventh Day Adventist School. The instructions specify that the Youth Council will consist of one student from each school.

Ms. Sami stated that since the current school year is more than half over, it would be best to start the next school year. The Youth Council will be comprised of students in the fifth grade and above, and she hopes to include the AIE Charter School since they will have a fifth grade next year. She questioned whether or not there could be eight members on the board and if the resolution would need to be amended.

Chairman Gordon stated that the Education Advisory Board would have to petition the City Council to amend the Resolution to include additional schools.

Board member Salomon suggested that the language in the Resolution could be generalized to include Miami Springs' schools, as the number of schools could vary in the future.

Board member Manning noted that Blessed Trinity School is not in Miami Springs. Board member Sami commented that the Resolution includes Blessed Trinity as one of the seven schools.

Chairman Gordon agreed that the Resolution could be amended to remove Blessed Trinity and include the AIE Charter School.

**Board member Zapata moved to appeal to the City Council to amend the Resolution for the Youth Advisory Council to delete Blessed Trinity Catholic School because it is not part of Miami Springs and to add the AIE Charter School. Board member Sami seconded the motion and it was carried unanimously on voice vote.**





**CITY OF MIAMI SPRINGS**  
**Building and Code Compliance**  
**Department**  
**201 Westward Drive**  
**Miami Springs, FL 33166-5259**  
**Phone: 305.805.5030**  
**Fax: 305.805.5036**

Agenda Item No.  
City Council Meeting of:  
4-9-2012

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

**VIA:** Ron Gorland, City Manager

**FROM:** Tex Ziadie, Building & Code Director

**DATE:** April 5, 2012

**SUBJECT:** **Recommendation that Council: Amend Code Section 150-011 (Utility Sheds)**

**DISCUSSION:** The current Code (Attachment A) requires that sheds can only be installed if their construction and installation conforms to the requirements of the Florida Building Code. The Florida Building Code, Chapter 16 (Attachment B) sets wind load requirements for all sheds. At this time, only the "Ted's Sheds" type of shed can meet these requirements and provide a Notice of Acceptance form to certify their wind load capacity. Currently there is a proliferation of sheds in the Community which do not meet these requirements and have been installed without a Permit. Most of these are the "Rubbermaid" type of shed, made of extruded plastic. I have personally been in contact with both the Rubbermaid Corporation and the Lifetime Shed Corporation in an attempt to get them to provide Engineering Documents to prove that their sheds meet the wind load requirements. They have not been able to provide these in the two years since I first contacted them.

**Recommendation:** I do hereby recommend that our Code be revised along the lines of our recent consideration of the Canopy Code as follows:

- 1-A new definition shall be added to the Code. "Portable Storage Modules" shall be allowed in rear yards only, provided that they be kept no closer than five feet from any property line. This definition shall apply to all Portable Modules that are taller than six feet in height at the center point of the unit and larger than 50 square feet in total size. Such modules must be capable of being dismantled in the event of a storm in no more than three hours.
- 2- In order to maintain a Portable Storage Module under the above guidelines, the property owner shall execute a hold harmless form (Attachment C) to release the City from all liability in keeping the module on their property.
- 3- The current size limitation on sheds shall also apply to Portable Storage Modules
- 4- Portable Storage Modules that are smaller than the size stated above, shall not be regulated.
- 5- Permanent sheds shall still be regulated according to the current Code.

**Sec. 150-011. - Utility shed.**

(A) Utility sheds shall be constructed in the rear yard only, and there shall be no more than one utility shed on each residential homesite property in the City.

(B) The permitted size of utility sheds on residential homesite properties in the City shall be limited to five percent of the rear yard area of the property, not to exceed a maximum size of 250 square feet, and **shall be installed and anchored in accordance with the applicable rules and regulations of the Florida Building Code.**

(C) Notwithstanding the provisions of the foregoing subsection (B), the permitted size of utility sheds shall be further limited by the maximum rear yard area coverage limitation of 15 percent set forth in § 150-041(A)(2).

(D) Utility sheds shall be detached at least ten feet from the main building, and shall conform to setback requirements applicable to the main building, and shall be not less than five feet from the rear lot line.

(E) Minimum electrical and plumbing service may be allowed as approved by the building department. It is the intent of this section that the use of a utility shed be incidental to the family dwelling, and shall not be used for any business purpose or sleeping or living quarters.

(Ord. 599-77, passed 3-28-77; amend. Ord. 821-95, passed 4-10-95; amend. Ord. 1018-2011, passed 5-23-11)

**Cross reference**— *Construction materials, § 150-009.*

**Sec. 150-009. - Construction materials.**

(A) All buildings shall be of masonry construction, except that aluminum siding may be used in renovating nonconforming structures, and except that open, semi-open, or screened enclosures, including porches, patios, carports, or utility sheds may be constructed of aluminum or some similar fireproof material.

**(B) In all cases of difficulty in the approval of construction materials, the South Florida Building Code and current test reports made by the official material control section of Dade County will be considered as final.**

(Code 1962, § 25-8; amend. Ord. 184, passed 2-8-54; amend. Ord. 297, passed 6-22-64; amend. Ord. 529, passed 12-11-72; amend. Ord. 599-77, passed 3-28-77)

## CHAPTER 16

# STRUCTURAL DESIGN

### SECTION 1601 GENERAL

**1601.1 Scope.** The provisions of this chapter shall govern the structural design of buildings, structures and portions thereof regulated by this code.

**Exception:** Buildings and structures located within the high-velocity hurricane zone shall comply with the provisions of Sections 1612 through 1626.

### SECTION 1602 DEFINITIONS AND NOTATIONS

**1602.1 Definitions.** The following words and terms shall, for the purposes of this chapter, have the meanings shown herein.

**ALLOWABLE STRESS DESIGN.** A method of proportioning structural members, such that elastically computed stresses produced in the members by nominal loads do not exceed specified allowable stresses (also called "working stress design").

**BALCONY, EXTERIOR.** An exterior floor projecting from and supported by a structure without additional independent supports.

**BASE SHEAR.** Total design lateral force or shear at the base.

**DEAD LOADS.** The weight of materials of construction incorporated into the building, including but not limited to walls, floors, roofs, ceilings, stairways, built-in partitions, finishes, cladding and other similarly incorporated architectural and structural items, and the weight of fixed service equipment, such as cranes, plumbing stacks and risers, electrical feeders, heating, ventilating and air-conditioning systems and fire sprinkler systems.

**DECK.** An exterior floor supported on at least two opposing sides by an adjacent structure, and/or posts, piers or other independent supports.

**DESIGN STRENGTH.** The product of the nominal strength and a resistance factor (or strength reduction factor).

**DIAPHRAGM.** A horizontal or sloped system acting to transmit lateral forces to the vertical-resisting elements. When the term "diaphragm" is used, it shall include horizontal bracing systems.

**Diaphragm, blocked.** In light-frame construction, a diaphragm in which all sheathing edges not occurring on a framing member are supported on and fastened to blocking.

**Diaphragm boundary.** In light-frame construction, a location where shear is transferred into or out of the diaphragm sheathing. Transfer is either to a boundary element or to another force-resisting element.

**Diaphragm chord.** A diaphragm boundary element perpendicular to the applied load that is assumed to take axial stresses due to the diaphragm moment.

**Diaphragm flexible.** A diaphragm is flexible for the purpose of distribution of story shear and torsional moment where so indicated in Section 12.3.1 of ASCE 7, as modified in Section 1613.6.1.

**Diaphragm, rigid.** A diaphragm is rigid for the purpose of distribution of story shear and torsional moment when the lateral deformation of the diaphragm is less than or equal to two times the average story drift.

**DURATION OF LOAD.** The period of continuous application of a given load, or the aggregate of periods of intermittent applications of the same load.

**ESSENTIAL FACILITIES.** Buildings and other structures that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow or earthquakes.

**FABRIC PARTITION.** A partition consisting of a finished surface made of fabric, without a continuous rigid backing, that is directly attached to a framing system in which the vertical framing members are spaced greater than 4 feet (1219 mm) on center.

**FACTORED LOAD.** The product of a nominal load and a load factor.

**GUARD.** See Section 1002.1.

**IMPACT LOAD.** The load resulting from moving machinery, elevators, cranes, vehicles and other similar forces and kinetic loads, pressure and possible surcharge from fixed or moving loads.

**LIMIT STATE.** A condition beyond which a structure or member becomes unfit for service and is judged to be no longer useful for its intended function (serviceability limit state) or to be unsafe (strength limit state).

**LIVE LOADS.** Those loads produced by the use and occupancy of the building or other structure and do not include construction or environmental loads such as wind load, snow load, rain load, earthquake load, flood load or dead load.

**LIVE LOADS (ROOF).** Those loads produced (1) during maintenance by workers, equipment and materials; and (2) during the life of the structure by movable objects such as planters and by people.

**LOAD AND RESISTANCE FACTOR DESIGN (LRFD).** A method of proportioning structural members and their connections using load and resistance factors such that no applicable limit state is reached when the structure is subjected to appropriate load combinations. The term "LRFD" is used in the design of steel and wood structures.

**LOAD EFFECTS.** Forces and deformations produced in structural members by the applied loads.

**LOAD FACTOR.** A factor that accounts for deviations of the actual load from the nominal load, for uncertainties in the analysis that transforms the load into a load effect, and for the prob-

runway at the location where the resulting load effect is maximum.

**1607.12.2 Vertical impact force.** The maximum wheel loads of the crane shall be increased by the percentages shown below to determine the induced vertical impact or vibration force:

- Monorail cranes (powered) . . . . . 25 percent
- Cab-operated or remotely operated bridge cranes (powered) . . . . . 25 percent
- Pendant-operated bridge cranes (powered) . . . . . 10 percent
- Bridge cranes or monorail cranes with hand-gear bridge, trolley and hoist . . . . . 0 percent

**1607.12.3 Lateral force.** The lateral force on crane runway beams with electrically powered trolleys shall be calculated as 20 percent of the sum of the rated capacity of the crane and the weight of the hoist and trolley. The lateral force shall be assumed to act horizontally at the traction surface of a runway beam, in either direction perpendicular to the beam, and shall be distributed according to the lateral stiffness of the runway beam and supporting structure.

**1607.12.4 Longitudinal force.** The longitudinal force on crane runway beams, except for bridge cranes with hand-gear bridges, shall be calculated as 10 percent of the maximum wheel loads of the crane. The longitudinal force shall be assumed to act horizontally at the traction surface of a runway beam, in either direction parallel to the beam.

**1607.13 Interior walls and partitions.** Interior walls and partitions that exceed 6 feet (1829 mm) in height, including their finish materials, shall have adequate strength to resist the loads to which they are subjected but not less than a horizontal load of 5 psf (0.240 kN/m<sup>2</sup>).

**Exception:** Fabric partitions complying with Section 1607.13.1 shall not be required to resist the minimum horizontal load of 5 psf (0.24 kN/m<sup>2</sup>).

**1607.13.1 Fabric partitions.** Fabric partitions that exceed 6 feet (1829 mm) in height, including their finish materials, shall have adequate strength to resist the following load conditions:

1. A horizontal distributed load of 5 psf (0.24 kN/m<sup>2</sup>) applied to the partition framing. The total area used to determine the distributed load shall be the area of the fabric face between the framing members to which the fabric is attached. The total distributed load shall be uniformly applied to such framing members in proportion to the length of each member.
2. A concentrated load of 40 pounds (0.176 kN) applied to an 8-inch diameter (203 mm) area [50.3 square inches (32 452 mm<sup>2</sup>)] of the fabric face at a height of 54 inches (1372 mm) above the floor.

**SECTION 1608  
SNOW LOADS  
RESERVED**

||

**SECTION 1609  
WIND LOADS**

**1609.1 Applications.** Buildings, structures and parts thereof shall be designed to withstand the minimum wind loads prescribed herein. Decreases in wind loads shall not be made for the effect of shielding by other structures.

All exterior wall coverings and soffits shall be capable of resisting the design pressures specified for walls for components and cladding loads in accordance with Section 1609.1.1.



**1609.1.1 Determination of wind loads.** Wind loads on every building or structure shall be determined in accordance with Chapter 6 of ASCE 7. The type of opening protection required, the basic wind speed and the exposure category for a site is permitted to be determined in accordance with Section 1609 or ASCE 7. Wind shall be assumed to come from any horizontal direction and wind pressures shall be assumed to act normal to the surface considered.

**Note:** Clarification to ASCE 7. Arrows shown on Figure 6-10 of ASCE 7 indicate that the pressure coefficients apply specifically to "Direction of MWFRS being designed." This means that the longitudinal pressure coefficients are not applicable to trusses that span in the transverse direction and, therefore, uplift reactions for trusses that span in the transverse direction would be determined by the pressure coefficients associated with those shown for the transverse direction.

**Exceptions:**

1. Wind tunnel tests together with applicable section 6.4 of ASCE 7.
2. Subject to the limitations of Sections 1609.1.1.1, 1609.1.2, and 1609.3, the provisions of *IBHS Guideline for Hurricane Resistant Residential Construction* shall be permitted for applicable Group R-2 and R-3 buildings for a basic wind speed of 140 mph (63 m/s) or less in Exposure B in accordance with Figure 1609 and Section 1609.4. Provisions for design wind speeds of 140 mph (63 m/s) in the Guideline shall also be permitted for buildings for a basic wind speed of 120 mph (54 m/s) or less in Exposure C in accordance with Figure 1609 and Section 1609.4 and provisions for design wind speeds of 120 mph (54 m/s) in the Guideline shall be permitted for buildings for a basic wind speed of 100 mph (45 m/s) or less in Exposure C in accordance with Figure 1609 and Section 1609.4.
3. Subject to the limitations of Sections 1609.1.1.1, 1609.1.2, and 1609.3, provisions of *ANSI/AF&PA WFCM, Wood Frame Construction Manual for One- and Two-Family Dwellings* shall be permitted for applicable wood frame buildings of Group R-3 occupancy for a basic

3. Floor members or components . . . . . L/360
4. Vertical members and wall members or components consisting of or supporting material that hardens in place, is brittle or lacks resistance to cracking caused by bending strains . . . . . L/360
5. Vertical members and wall members or components not required to meet the conditions of Section 1613.1, item 4. . . . . L/180
6. Roof and vertical members, wall members and panels of carports, canopies, marquees, patio covers, utility sheds and similar minor structures not to be considered living areas, where the roof projection is greater than 12 feet (3.7 m) in the direction of the span, for free-standing roofs and roofs supported by existing structures. Existing structures supporting such roofs shall be capable of supporting the additional loading . . . . L/180
7. For Group R3 occupancies only, roof and vertical members, wall members and panels of carports, canopies, marquees, patio covers, utility sheds and similar minor structures not to be considered living areas, where the roof projection is 12 feet (3.7 m) or less in the direction of the span and for free standing roofs and roofs supported by existing structures . . . . . L/80
8. Members supporting screens only . . . . . L/80
9. Storm shutters and fold-down awnings, which in the closed position shall provide a minimum clear separation from the glass of 1 inch (25 mm) but not to exceed 2 inches (51 mm) when the shutter or awning is at its maximum point of permissible deflection . . . . L/30
10. Roofs and exterior walls of utility sheds having maximum dimensions of 10 feet (3 m) length, 10 feet (3 m) width, and 7 feet (2.1 m) height . . . . . L/80
11. Roofs and exterior walls of storage buildings larger than utility sheds . . . . . L/180

*Larger than 10x10x7*

**SECTION 1614  
HIGH-VELOCITY HURRICANE ZONES—  
VOLUME CHANGES**

1614.1 Volume change. In the design of any building, structure or portion thereof, consideration shall be given to the relief of stresses caused by expansion, contraction and other volume changes.

**SECTION 1615  
HIGH-VELOCITY HURRICANE ZONES—  
MINIMUM LOADS**

1615.1 Live loads. Minimum uniformly distributed live loads shall not be less than as set forth in and Table 4-1 of ASCE 7 with commentary, except as otherwise noted in this code.

1615.2 Concentrated loads. Minimum concentrated loads shall not be less than as set forth in Table 4-1 of ASCE 7 with commentary, except as otherwise noted.

1615.2.1 Concentrated loads on trusses. Any single panel point of the lower chord of roof trusses or any point of other primary structural members supporting roofs over manu-

facturing, commercial storage and warehousing, and commercial garage floors shall be capable of safely carrying a suspended, concentrated load of not less than 2,000 pounds (8896 N) in addition to dead load. For all other occupancies, a minimum load of 200 pounds (890 N) shall be used.

**TABLE 1615  
MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS**  
See Tables 4-1 of ASCE 7 with commentary,  
except as otherwise noted below

OCCUPANCY OR USE	LIVE LOAD POUNDS PER SQUARE FOOT
Assembly projection room	100
Balconies, Exterior (see also assembly) Serving private units of Group R occupancies and not for assembly use	60
Balconies serving occupancies 80 psf or less	80
All other balconies	100
Cabanas and bath house	50
Path of egress servicing occupancies 80 psf or less	80
Path of egress servicing occupancies over 80 psf	100
Recreational facilities Including bowling centers, pool rooms and similar uses	75
Storage: Light Medium Heavy	75 125 250 <sup>1,2</sup>

For SI: 1 pound per square foot = 47.88 Pa.  
1. Use actual equipment weight when greater.  
2. Increase when occupancy exceeds this amount.

**SECTION 1616  
HIGH-VELOCITY HURRICANE ZONES—  
ROOF LIVE LOADS**

1616.1 Minimum roof live loads. Roofs shall be designed for a live load of not less than 30 psf (1436 Pa), except as set forth herein.

**Exceptions:**

1. Glass areas of greenhouse roofs shall be designed for a live load of not less than 15 psf (718 Pa).
2. Ordinary pitched and curved roofs, with a slope of 1 1/2:12, or greater, where water is not directed to the interior of the roof, without parapet or other edge of roof drainage obstructions, may be designed for an allowable live load of not less than 20 psf (958 Pa).
3. Utility sheds shall be designed for a live load of not less than 15 psf (718 Pa).

1616.2 Special purpose roofs. Roofs used for assembly, roof gardens, promenade or walkway purposes shall be designed for a minimum live load of 100 psf (4788 Pa). Other special

## SECTION R4403

## HIGH-VELOCITY HURRICANE ZONES—GENERAL

## R4403.1 General design requirements.

R4403.1.1 Any system, method of design or method of construction shall admit of a rational analysis in accordance with well-established principles of mechanics and sound engineering practices.

R4403.1.2 Buildings, structures and all parts thereof shall be designed and constructed to be of sufficient strength to support the estimated or actual imposed dead, live, wind, and any other loads, both during construction and after completion of the structure, without exceeding the allowable materials stresses specified by this code.

R4403.1.3 No building structure or part thereof shall be designed for live loads less than those specified in this section or ASCE 7 with commentary, except as otherwise noted in this code.

R4403.1.4 The live loads set forth herein shall be assumed to include the ordinary impact but where loading involves unusual impact, provision shall be made by increasing the assumed live load.

R4403.1.5 In the design of floors, not less than the actual live load to be imposed shall be used. Special provisions shall be made for machine or apparatus loads where applicable.

R4403.1.6 Floor and roof systems shall be designed and constructed to transfer horizontal forces to such parts of the structural frame as are designed to carry these forces to the foundation. Where roofs or floors are constructed of individual prefabricated units and the transfer of forces to the building frame and foundation is totally or partially dependent on such units, the units and their attachments shall be capable of resisting applied loads in both vertical and both horizontal directions. Where roofs or floors are constructed of individual prefabricated units and the transfer of forces to the building frame and foundation is wholly independent of such units, the units and their attachments shall be capable of resisting applied loads normal to the surface, in and out.

## R4403.2 General design for specific occupancies and structures.

R4403.2.1 Fences. Fences not exceeding 6 inches (52 mm) in height from grade may be designed for 75 mph (33 m/s) fastest mile wind speed or 90 mph (40 m/s) 3-second gust.

R4403.2.1.1 Wood fences. Wood fence design shall be as specified by Section R4409.15.

\* SECTION R4403.2  
HIGH-VELOCITY HURRICANE ZONES—  
DEFLECTION

R4403.2.1 Allowable deflections. The deflection of any structural member or component when subjected to live, wind and other superimposed loads set forth herein shall not exceed the following:

1. Roof and ceiling or components supporting plaster . . . . . L/360
2. Roof members or components not supporting plaster under . . . . . L/240
3. Floor members or components . . . . . L/360
4. Vertical members and wall members or components consisting of or supporting material that hardens in place, is brittle or lacks resistance to cracking caused by bending strains . . . . . L/360
5. Vertical members and wall members or components not required to meet the conditions of Section R4403.2.1, Item 4. . . . . L/180
6. Roof and vertical members, wall members and panels of carports, canopies, marquees, patio covers, utility sheds and similar minor structures not to be considered living areas, where the roof projection is greater than 12 feet (3658 mm) in the direction of the span, for free-standing roofs and roofs supported by existing structures. Existing structures supporting such roofs shall be capable of supporting the additional loading . . . . . L/180
7. For Group R3 occupancies only, roof and vertical members, wall members and panels of carports, canopies, marquees, patio covers, utility sheds and similar minor structures not to be considered living areas, where the roof projection is 12 feet (3638 mm) or less in the direction of the span and for free standing roofs and roofs supported by existing structures . . . . . L/80
8. Members supporting screens only . . . . . L/80
9. Storm shutters and fold-down awnings, which in the closed position shall provide a minimum clear separation from the glass of 1 inch (25 mm) but not to exceed 2 inches (51 mm) when the shutter or awning is at its maximum point of permissible deflection . . . . . L/30
- \*10. Roofs and exterior walls of utility sheds having maximum dimensions of 10 feet length, 10 feet width, and 7 feet height . . . . . L/80
11. Roofs and exterior walls of storage buildings larger than utility sheds . . . . . L/180

SECTION R4403.3  
HIGH-VELOCITY HURRICANE ZONES—  
VOLUME CHANGES

R4403.3.1 Volume change. In the design of any building, structure or portion thereof, consideration shall be given to the relief of stresses caused by expansion, contraction and other volume changes.

SECTION R4403.4  
HIGH-VELOCITY HURRICANE ZONES—  
MINIMUM LOADS

R4403.4.1 Live loads. Minimum uniformly distributed live loads shall not be less than as set forth in and Table 4-1 of ASCE 7 with Commentary, except as otherwise noted in this code.



**CITY OF MIAMI SPRINGS**  
**Building and Code Compliance Department**  
**201 Westward Drive**  
**Miami Springs, FL 33166-5259**  
**Phone: 305.805.5030**  
**Fax: 305.805.5036**

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

**FROM:** Tex Ziadie, Building & Code Director

**VIA:** Ron Gorland, City Manager

**DATE:** April 5, 2012

**SUBJECT:** Recommendation that Council: Amend Code Section 150-011 (Utility Sheds)

**Draft**

**DISCUSSION:** The current Code (Attachment A) requires that sheds can only be installed if their construction and installation conforms to the requirements of the Florida Building Code. The Florida Building Code, Chapter 16 (Attachment B) sets wind load requirements for all sheds. At this time, only the "Ted's Sheds" type of shed can meet these requirements and provide a Notice of Acceptance form to certify their wind load capacity. Currently there is a proliferation of sheds in the Community which do not meet these requirements and have been installed without a Permit. Most of these are the "Rubbermaid" type of shed, made of extruded plastic. I have personally been in contact with both the Rubbermaid Corporation and the Lifetime Shed Corporation in an attempt to get them to provide Engineering Documents to prove that their sheds meet the wind load requirements. They have not been able to provide these in the two years since I first contacted them.

**Recommendation:** I do hereby recommend that our Code be revised along the lines of our recent consideration of the Canopy Code as follows:

- 1-A new definition shall be added to the Code. "Portable storage modules" shall be allowed in rear yards only, provided that they be kept no closer than five feet from any property line. This definition shall apply to all Portable modules that are taller than six feet in height at the center point of the unit and larger than 50 square feet in total size. Such units must be capable of being dismantled in the event of a storm in no more than three hours.
- 2- In order to maintain a Portable Storage Unit under the above guidelines, the property owner shall execute a hold harmless form (Attachment C) to release the City from all liability in keeping the unit on their property.
- 2- Portable Storage Units that are smaller than the size stated above, shall not be regulated.
- 3- Permanent sheds shall still be regulated according to the current Code.

**CITY OF MIAMI SPRINGS**  
**BUILDING AND CODE COMPLIANCE DEPARTMENT**  
201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166  
PHONE: (305) 805-5030

**PORTABLE STORAGE MODULE**  
**HOLD HARMLESS**

**Attachment C**

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

Re: Property located at (address and legal description) \_\_\_\_\_

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Gentlemen:

As legal owner of subject property, I hereby state the following:

I agree to hold City of Miami Springs, its agents and authorized personnel harmless and relieve them from any responsibility or liability for any legal action or damage, cost or expense (including attorney's fee) resulting from the placement of a Portable Storage Module on my property. I furthermore assume responsibility for the removal or dismantling of said unit in the event of a storm.

Very truly yours,

**OWNER**

\_\_\_\_\_  
Signature

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

**SWORN TO AND SUBSCRIBED** before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_

Who: \_\_\_ is personally known to me OR has produced \_\_\_\_\_ as identification and who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

\_\_\_\_\_  
NOTARY PUBLIC-Signature  
State of Florida At Large

\_\_\_\_\_  
Notary-Printed Name

MY COMMISSION EXPIRES: \_\_\_\_\_





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

TO: Honorable Mayor Garcia and Members of the City Council  
FROM: Ron Gorland, City Manager  
DATE: April 5, 2012  
SUBJECT: City Administration Entering Into Revenue Producing Sponsorships

Discussion: Selling total or partial/co-sponsorships provides an opportunity to produce revenues for the City. While not without precedent for the City (ex. our Prince Fields Coca Cola scoreboard), sponsorships have not been pursued very actively in the past. The City currently has the opportunity for sponsorship revenues such as a deal I'm currently working on as follows.

A well know financial institution wants to wholly or partially sponsor specific City events creating local advertising opportunities for them. Under consideration are events such as partial-sponsorship of the Miami Springs – Virginia Gardens Fireworks Display (which could become the Miami Springs – Virginia Gardens – “Sponsor” Fireworks Display). They may also be interested in sponsoring the Circle Snow event during our annual Circle Holiday event, a float in our July 4th parade, joint sponsorship of our July 3<sup>rd</sup> Classic Car show, etc. Our advertising, and theirs, would reflect joint sponsorship. With the financial institution I've been talking to we are now at the stage of determining single event sponsorship opportunities which is heavily influenced by how much each sponsorship will cost (so they can determine how best to spend their limited advertising \$'s).

It occurred to me that while I believe I already have the authority to enter into single event sponsorships, I would to secure Council's concurrence. This requested concurrence of the City Managers authority regarding single event sponsorships does not apply to long-term arrangements evidenced by a legal agreement for which we generally bring to Council for approval.

Agenda Item No.

City Council Meeting of:

4-9-12



# CITY OF MIAMI SPRINGS

---



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

TO: The Honorable Mayor Xavier Garcia and Members of the City Council  
FROM: Ronald K. Gorland, City Manager   
DATE: April 5, 2012  
SUBJECT: Rescheduling of Regular Council Meeting of May 28, 2012

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Memorial Day is Monday, May 28, 2012, the normal day for your second meeting of the month.

Staff recommends that the meeting be rescheduled for the following day, which is Tuesday, May 29.

The regular starting time of 7:00 PM will be unaffected by this change.

Agenda Item No.

City Council Meeting of:

4-9-12 

