

SEPTEMBER 6, 2012 5

RIVER CITIES GAZETTE



CITY OF MIAMI SPRINGS, FLORIDA
COURTESY NOTICE

FIRST BUDGET PUBLIC HEARING

All concerned citizens are invited to attend the first Public Hearing on the Fiscal Year 2012-2013 Budget, to be held on Monday, September 10, 2012 at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive, Miami Springs, Florida.

Magali Valls, CMC
City Clerk

Published, Sept. 6, 2012

RESOLUTION NO. 2012-3556

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS TENTATIVELY APPROVING FISCAL YEAR 2012-2013 BUDGET; CONFIRMING DATE, TIME AND PLACE OF FINAL PUBLIC HEARING.

WHEREAS, the City Council of the City of Miami Springs has given careful consideration to the anticipated expenses and various sources of revenue available for carrying on the functions of city government and has tentatively approved a millage levy for Fiscal Year 2012-2013 of **7.2446 mills**; and

WHEREAS, in accordance with provisions of the City Charter and State law, the City Council has presented the proposed millage levy and budget document for Fiscal Year 2012-2013, and has conducted a public hearing to allow all interested persons to be heard regarding the proposals of any item thereof:

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

Section 1: That a budget as set forth and included herein by reference in the amounts as follows be and the same is hereby tentatively approved for Fiscal Year 2012-2013 and all sums are appropriated for the purposes stated herein:

<u>Funds</u>	<u>Revenues & Reserves</u>	<u>Expense Appropriations and Reserves</u>
General Fund:	\$14,235,484	\$14,235,484
Special Revenue Funds:	1,093,875	1,093,875
Debt Service Fund:	569,478	569,478
Enterprise Fund:	<u>2,757,500</u>	<u>2,757,500</u>
TOTALS	\$18,656,337	\$18,656,337

Section 2: That the City Council will conduct a final public hearing on the proposed budget and all items thereof, at 7:00 p.m., on Monday, September 24, 2012, in the City Hall Council Chambers, 201 Westward Drive, Miami Springs.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this 10th day of September, 2012.

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

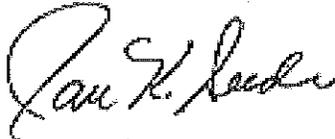
Vice Mayor Lob	“ _____ ”
Councilman Best	“ _____ ”
Councilwoman Bain	“ _____ ”
Councilwoman Ator	“ _____ ”
Mayor Garcia	“ _____ ”

Zavier M. Garcia
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO LEGALITY AND FORM:


Jan K. Seiden, City Attorney

Resolution No. 2012-3556

MIAMI DAILY BUSINESS REVIEW

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

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

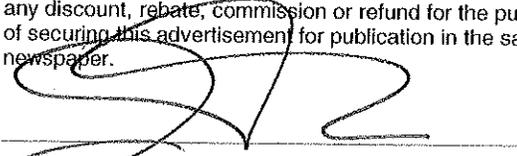
Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that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

CITY OF MIAMI SPRINGS
PUBLIC HEARING - SEPTEMBER 10, 2012

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

08/29/2012

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.



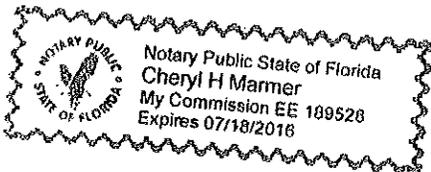
Sworn to and subscribed before me this

29 day of AUGUST, A.D. 2012



(SEAL)

MARIA MESA personally known to me



PUBLIC HEARING

The Miami Springs City Council will conduct a public hearing at their regular meeting on Monday, September 10, 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 32-100, ARCHITECTURAL REVIEW BOARD — ESTABLISHED, BY QUALIFYING AND RESTRICTING THE DUTIES AND RESPONSIBILITIES OF THE BOARD; ELIMINATING THE BOARD'S DUTIES TO PARTICIPATE IN THE MANDATORY PRELIMINARY REVIEW PROCESS OF COMMERCIAL PROJECTS AND TO ISSUE ADVISORY OPINIONS FOR EACH PROJECT REVIEW CONDUCTED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING AN 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.

8/29 12-3-158/1939966M

12 AUG 31 10:31
CITY OF MIAMI SPRINGS

#90.61

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

STATE OF FLORIDA)
COUNTY OF DADE) ss:

Before the undersigned authority personally appeared

Thomas N. Coats

who on oath says that he/she is

Bob Ishey

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

August 30th, 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 30th day of

August A.D. 2012

[Signature]

My commission Expires:

MARIA ESTEVEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD985192
Expires 6/18/2014



CITY OF MIAMI SPRINGS, FLORIDA PUBLIC HEARING

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ORDINANCE NO. 1039-2012 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 32-100, ARCHITECTURAL REVIEW BOARD ESTABLISHED, BY QUALIFYING AND RESTRICTING THE DUTIES AND RESPONSIBILITIES OF THE BOARD; ELIMINATING THE BOARD'S DUTIES TO PARTICIPATE IN THE MANDATORY PRELIMINARY REVIEW PROCESS OF COMMERCIAL PROJECTS AND TO ISSUE ADVISORY OPINIONS FOR EACH PROJECT REVIEW CONDUCTED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

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Published, August 30, 2012

\$70.00

ORDINANCE NO. 1039-2012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 32-100, ARCHITECTURAL REVIEW BOARD – ESTABLISHED, BY QUALIFYING AND RESTRICTING THE DUTIES AND RESPONSIBILITIES OF THE BOARD; ELIMINATING THE BOARD’S DUTIES TO PARTICIPATE IN THE MANDATORY PRELIMINARY REVIEW PROCESS OF COMMERCIAL PROJECTS AND TO ISSUE ADVISORY OPINIONS FOR EACH PROJECT REVIEW CONDUCTED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, there has been some confusion and disagreement with the basic role of the Architectural Review Board and its participation in the review process of potential commercial development projects in the City; and,

WHEREAS, the City Council has become aware of the discontent of the Board in regard to a number of matters related to the duties and jurisdiction of the Board; and,

WHEREAS, the City Council has been advised that it has become difficult to maintain a full complement of Board members; and,

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to restrict and limit the duties and jurisdiction of the City’s Architectural Review Board;

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

Section 1: That Code of Ordinance Section 32-100, Architectural Review

Board – Established, is hereby amended as follows;

Sec. 32-100. Architectural Review Board – Established.

(A)

(B)

(C)

(D)

(E)

(F) Duties and responsibilities. The duties and responsibilities of the Board shall be as follows: upon the receipt of specific directions or requests from the City

Council:

(1)

(2)

(3)

(4)

(5)

(6)

~~(H) Review of Proposed Projects. As part of the City's Development Review Process for the City's commercial areas, the Architectural Review Board shall review the proposed schematics and designs of all development projects which have completed the mandatory preliminary review process. The Board may suggest or recommend such changes in said schematics or designs, as in its judgment may be requisite or appropriate to the maintenance of the standards of construction, architecture, beauty and harmony currently existing in the City Code of Ordinances.~~

~~(I) Board Advisory Opinion. The minutes of each development review meeting conducted by the Board to review the schematics and designs of any proposed development project shall contain, and constitute, the advisory opinion of the Board on the specific project reviewed. The Board may include within its meeting minutes any additional information or documentation that may be further explanative of its project opinions. All meeting minutes of the Board shall be forwarded to the City Council for review and for consideration of any further action or appearance deemed necessary by the City Council.~~

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 _____ day of _____, 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	" _____ "
Councilwoman Bain	" _____ "
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: 08-13-2012 Tabled
First reading: 08-27-2012
Second reading: 09-10-2012

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

City Council Meeting of:

9-10-2012

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

September 6 for August

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	4,024.35	29.81
Human Resources Department	1,039.50	7.70
Risk Management	234.90	1.74
Finance Department	693.90	5.14
Building, Zoning & Code Enforcement Department	332.10	2.46
Planning	602.10	4.46
Police Department	890.40	6.60
Public Works Department	527.85	3.91
Recreation Department	22.95	0.17
IT Department		0.00
Golf	157.95	1.17
Senior	16.20	0.12
General - Administrative Work	3,662.55	27.13
Sub-total - General Fund	<u>\$12,204.75</u>	<u>90.41</u>
<u>Special Revenue, Trust & Agency Funds</u>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
Sub-total - Special Funds	\$0.00	0.00
GRAND TOTAL: ALL FUNDS	\$12,204.75	90.41

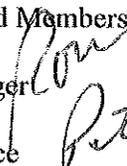


CITY OF MIAMI SPRINGS
Police Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 887-1444
Fax: (305) 883-2384

Agenda Item No.

City Council Meeting of:

09-10-2012 

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager 
FROM: Peter G. Baan, Chief of Police 
DATE: September 4, 2012

RECOMMENDATION: Recommendation that Council waive the competitive bid process and approve an expenditure of \$19,200.00, to C.R. DeLongchamp for a contract renewal option for an additional twelve-month period, pursuant to twelve-month period, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION: Extension of original lease, from October 1, 2012 to September 30, 2013, for rent of space at 274 Westward Drive that includes approximately 1,016 square feet of office space and approximately 163 square feet of additional storage space, to house the Community Policing Office. See attached documentation; 1) Memorandum dated 8/31/2012 from Chief Baan and 2) One-year lease extension letter dated 8/30/2012 from C. DeLongchamp.

COST: \$19,200.00

FUNDING: Law Enforcement Trust Fund Account 650-2011-521.44-01

This expenditure and the program that it will fund will comply with the provisions of Florida State Statute 932.7055(5)(a).

Procurement approval: 

August 30, 2012

Chief Peter Baan
City of Miami Springs Police
201 Westward Dr
Miami Springs, Fl 33166

RE: Lease at 274 Westward Drive

Dear Chief Baan:

I am pleased to offer you a one-year **extension** of the original lease between the City of Miami Springs (tenant) and Charles DeLongchamp (landlord) dated September 22, 2000. The term of **this extension** will be from October 1, 2012 to September 30, 2013. All terms and conditions remain the same, except that the monthly rent will be **\$1,600.00** per month. This monthly rent does not include utility costs for electric, trash, or Dade County costs for water, sewer, Miami Springs surcharge and other charges associated with them. This is **as provided for in the Provisions Section of original lease, page 9, paragraph "C"**. All terms of the **original lease** and lease extensions, are incorporated herein by reference. Please indicate your acceptance of this extension, as written, by signing below.

The below errors in the agreement were removed from a previous lease extension. Add corrections, permanently to all our future leases.

AGREE AS FOLLOWS.

1. That the existing Lease between the Landlord and Tenant is hereby (remove **exempted**, and insert **extended**) for the term of one year **etc, etc**.
2. Also add a #3 in the agreement to read "Tenant to erect their portion of the storm shutters in the front of their rental space when they deem it necessary to protect their own possessions." See 2003-2004 extension also for this change.
3. Landlord further agrees to allow tenant to give a notice of departure in writing, of not less than 90 days prior to their final move out date.

Sincerely,



Charles DeLongchamp

Accepted: _____,

Peter Baan
City of Miami Springs Chief of Police

CPO LEASE, 2000 - 2001

LEASE

THIS LEASE, entered into this 22 day of September, 2000 between Charles R. DeLongchamp (*Landlord*) and

The City of Miami Springs
A Municipal Corporation

Of Miami-Dade County, Florida, (*Tenant*):

Landlord, in consideration of the rents to be paid and the covenants to be performed by *Tenant*, hereby leases to *Tenant* the following described premises in Miami-Dade County, Florida:

That space known as 274 Westward Dr., Miami Springs, Florida containing approximately 1,016 sq. ft., and to include approximately 163 sq. ft. of additional storage to the rear of the above space. Leased space is as depicted on exhibit "A" attached and made part of this lease. One onsite parking space at the rear of the building will be dedicated for the sole use of Community Policing personnel.

1. Use and Term: to be used and occupied by the *Tenant* as a Community Policing Unit and other related police functions and for no other purposes or uses, for the term of one year, beginning Oct. 1, 2000 and ending Sept. 30, 2001.
2. Rental: *Tenant* hereby agrees to pay to *Landlord* at such place as *Landlord* may designate in writing, rent for the premises as follows:

Nine hundred fifty dollars (\$950.00) per month or \$11,400.00 per annum. First month's rent in the amount of \$950.00 to be paid upon the execution of this lease and thereafter payable in equal monthly installments of \$950.00 in advance, commencing Oct. 1, 2000 and a like amount on the FIRST day of each month thereafter during the term of this lease. *Landlord* acknowledges receipt of \$950.00 for rent due for the month of October 2000.

The City agrees to provide *Landlord* with a tax exemption certificate.

3. **Landlord's Consent Required:** *Tenant* shall not assign, voluntarily or by operation of law, or by assignment of the capital stock or partnership accounts of a corporate or partnership *Tenant*, this lease, nor sublet the premises, or any part thereof nor use the same, or any part thereto nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, nor erect any sign advertising its business, without the prior written consent of the *Landlord*. All *Landlord* consents required by this lease shall not be unreasonably withheld.
4. **Fixtures:** All additions, fixtures or improvements which may be made by *Tenant*, except movable office furniture and equipment, shall become the property of the *Landlord* and remain upon the premises as a part thereof and be surrendered to the *Landlord* at the termination of this Lease. However, nothing contained herein shall prevent *Tenant* from removing any alarm system, telephone system, computer system or any other electronic-type system it may place in the premises.
5. **Risk of LOSS, Insurance, Hold-Harmless:** All personal property placed or moved in the premises above described shall be at the risk of the *Tenant* or owner thereof and the *Landlord* shall not be liable for any damage to said personal property, or to the *Tenant* arising from the bursting or leaking of water pipes, or from any act of negligence of any co-*Tenant* or occupants of the building or of any other person whatsoever. However, *Landlord* shall be liable for any damages or injuries sustained as a result of the negligent or intentional acts of the *Landlord*, his employees, agents, or representatives.

The City agrees to secure a single limit public liability insurance policy in the amount of \$1,000,000.00 insuring against bodily injury, personal injury or death, per

incident and to include the *Landlord* as an additional insured on said liability policy, and to provide *Landlord* with a certificate evidencing the aforesaid liability insurance coverage. Additionally, the leased premises shall be included in the City of Miami Springs property damage package. The City agrees to provide *Landlord* with a certificate evidencing the aforesaid property damage coverage insofar as it relates to the leased premises herein.

6. *Tenant's Compliance*: That the *Tenant* shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises during said term; and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, at *Tenant's* cost and expense.
7. *Destruction of Premises*: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then the *Landlord* shall have the right to render said premises tenantable by making repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. If property is so damaged or destroyed, all rent during that period shall be abated.
8. *Landlord's Remedies in Default*: If the *Tenant* shall abandon or vacate said premises before the end of the term of this lease or shall suffer the rent to be in arrears, or shall fail to perform any of the covenants of this lease, the *Landlord* may, at his option, forthwith cancel this lease or may enter said premises as the agent of the *Tenant*, without being liable in any way therefore, and re-let said premises

with or without any furniture that may be therein, as the agent of the *Tenant*, at such price and upon such terms and for such duration of time as the *Landlord* may determine, and receive the rent therefore, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by *Landlord* over and above the expenses to *Landlord* in such re-letting, the said *Tenant* shall pay any deficiency, and if more than the full rental is realized *Landlord* will pay over to said *Tenant* the excess on demand. For purposes of this part, *Tenant* shall be deemed to have abandoned the property at any time the *Tenant* is absent from the leased premises for 15 consecutive days without explanation.

If *Tenant* gives notice of his intention to terminate this lease at the end of any term created under this lease and to vacate the leased premises, but fails or refuses to vacate the leased premises on the date designated for such removal by his notice, then *Landlord* may either disregard the *Tenant's* notice, in which case all the terms and conditions of this lease shall continue in effect as if such notice has not been given, or *Landlord* may, at any time within sixty (60) days after expiration of the lease term involved, give *Tenant* notice of his intention to terminate this lease, and *Tenant* expressly agrees to vacate the leased premises within the time specified in said notice.

In any action to enforce the terms and provisions of this lease, wherein an attorney is hired to enforce performance, the prevailing party shall be entitled to reasonable attorneys fees and costs of suit at both trial and appellate levels.

9. Utilities: The *Tenant* agrees to pay all charges for electricity, water, sewer, trash removal and all other utilities furnished to the leased premises and all deposits required in connection therewith.
10. Maintenance: *Tenant* shall be responsible for maintenance and repairs to the interior of the premises, including but not limited to lighting, plumbing, electrical and air conditioning systems, (including components of said Systems

serving the leased premises, but physically located outside the leased premises), up to a maximum amount of \$500.00 for each occurrence. All interior repairs in excess of \$500.00 for each occurrence shall be the *Landlord's* responsibility. Tenant is to notify Landlord immediately of any repairs exceeding \$500.00 in cost. Landlord shall be given the option of having those repairs done by a contractor of his choice. Landlord shall be responsible for all other exterior maintenance of the roof and walls of the premises, with the exception of signs and other exterior alterations erected by the *Tenant* with the prior written consent of the *Landlord*. Tenant acknowledges the air conditioning system is operational and satisfactory at the inception of this lease. Landlord to provide warranty of same.

11. Landlord's Right of Entry and Inspection: The *Landlord*, or any of its agents, shall have the right, upon 24 hours written notice, to enter said premises during business hours, to examine the same to make repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this lease.
12. Condition of Premises: *Tenant* hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to utilize the leased premises with only reasonable wear and tear arising from the use thereof under this agreement.
13. Tenant's Bankruptcy: If the *Tenant* shall become insolvent or if bankruptcy proceedings shall be begun by or against the *Tenant*, before the end of said term the *Landlord* is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Landlord may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without effecting *Landlord's* rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of

this contract.

14. Subordination and Attornment: *Tenant* agrees that it will subordinate its rights hereunder to lien of any mortgage of other method of financing or refinancing now or hereafter placed against the land and/or the leased premises of Building and/or any additions hereafter constructed by *Landlord*, and to any and all advances made or to be made hereunder and to the interest thereon and to all renewals, replacements, consolidations and extensions thereof. This provision shall be self-executing and no further instrument of subordination shall be required. Provided however, that *Tenant* agrees that it will enter into and execute all documents which any mortgagee or other lender may request, including a subordination, non-disturbance and attornment agreement, so long as *tenant's* rights in balance of lease term are acknowledged and protected.

Tenant shall, in the event any proceedings are brought to foreclose a mortgage or to enforce the terms of any security agreement related to the leased premises or this lease, attorn to the mortgagee or other lender and recognize such mortgagee or lender as *Landlord* under the terms of this lease.

Tenant shall promptly execute and deliver to *Landlord* such instruments to evidence the intent of this part, and if ten (10) days after the date of a written request by *Landlord* to deliver such instruments, *Tenant* shall not have executed the same, *Landlord* may cancel this lease without incurring any liability on account thereof and the term hereby granted is expressly limited accordingly, or may seek damages from *Tenant* based on such refusal to execute.

15. Short Form Lease: *Tenant* agrees not to record this Lease without the express written consent of *Landlord* and further agrees to execute, acknowledge and deliver at any time after the date of this Lease, at the request of *Landlord*, a "short form lease: suitable for recording".
16. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in

Gender, Number Whenever the context of this Lease requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural. Whenever the word "Landlord" is used herein, it shall include all assignees of the Landlord. If there is more than one Tenant named in this Lease, the liability of each shall be joint and several.

Time Time is of the essence in this Lease and in each and all of its provisions.

Law to Apply This Lease shall be construed under and in accordance with laws of the State of Florida, and all obligations of the parties created hereunder are performable in Miami-Dade County, Florida.

Parties Bound This Lease shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease.

Legal Construction if any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this Lease shall be constructed as if such invalid, illegal or unenforceable provision had never been contained herein.

SPECIAL PROVISIONS

A. Option to Renew: Provided Tenant is not then in default of this lease, Tenant shall have the option, to be exercised by prior written notice to Landlord no later than (30) days prior to the expiration of the present term, to renew this lease for an additional one year term except for the first renewal period, the rent shall be \$1,050.00 per month on the same terms and conditions contained in this lease.

B. Second Option to Renew: Provided Tenant is not then in

default of this lease, Tenant shall have the option, to be exercised by prior written notice to Landlord no later than 30 days prior to the expiration of the initial lease option term, to renew this lease for an additional one (1) year term upon the same terms and conditions contained in this lease. Except rent for this period shall be \$1,102.50 per month.

C. Tenant agrees that during the renewal periods to pay 17% of any increase in the real estate taxes for the property containing the leased premises over and above the amount of the 2000 real property taxes. In addition tenant will be responsible for 17% of any special tax assessment filed against the property containing the leased premises, during the renewal periods of this lease. Both increases, if any, are to be paid by the Tenant in one installment, within 30 days of receipt of billing by the Landlord.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed these presents this 22 day of September 2000.

David Bull

Charles R. DeLongchamp
Charles R. DeLongchamp,
Landlord

Barbara A. Robinson

City Of Miami Springs
A Municipal Corporation

By: Frank Spence

Frank Spence, City Manager

ATTEST: Magali Valls

Magali Valls, City Clerk

CITY OF MIAMI SPRINGS



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

To: Honorable Mayor and Members of the City Council
Via: Ron Gorland, City Manager *Ron Gorland*
From: William Alonso, Assistant City Manager/Finance Director *William Alonso*
Date: August 23, 2012
Subject: Approval of budget transfers within departments

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

In accordance with the above stated section of the City charter, we are attaching six budget transfers that require Council approval. These transfers are from April 1, 2012 thru August 16, 2012.

<u>Transfer #</u>	<u>Department</u>	<u>Description</u>
08-001	City Manager	Transfer funds for membership
08-002	Recreation	Transfer funds for program costs
08-003	Public Works	Additional funds for operating supplies/fleet
08-004	Police	Cover cost of new tasers
09-001	City Manager	Funds for operating supplies
09-002	Golf Course	Funds for range supplies/merchandise
10-001	Public Works	Operating supplies and street repairs
11-001	Police	Distribute funds to cover underbudgeting
11-002	Stormwater	Vehicle repairs funding

Agenda Item No.

City Council Meeting of:

09-10-2008



**OFFICE OF THE CITY CLERK
MEMORANDUM**

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Magalí Valls, City Clerk *M. Valls*
DATE: September 4, 2012
SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

<u>APPOINTMENT COUNCILMEMBER</u>	<u>CURRENT MEMBER</u>	<u>NEW TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT DATE</u>	<u>LAST APPOINTMENT DATE</u>
<u>Board of Adjustment</u>				
Mayor Zavier M. Garcia	Francisco Fernández	04-30-2015	10-14-1991	11-28-2011
Councilwoman Ator – Group IV	Vacant – Alternate	10-31-2012	VACANT	VACANT
<u>Architectural Review Board</u>				
Councilman Best -- Group I	Bob Calvert*	10-31-2012	VACANT	VACANT
<u>Civil Service Board</u>				
Councilwoman Bain - Group II	Carrie Figueredo	06-30-2015	08-24-2009	08-24-2009
Councilman Best – Group I	Rob Youngs	06-30-2015	01-11-2010	01-11-2010
<u>Code Enforcement Board</u>				
Councilman Best – Group I	Marlene Jiménez	09-30-2015	03-02-2005	09-28-2009
Councilwoman Bain - Group II	John Bankston	09-30-2014	09-23-2002	10-28-2008
Councilwoman Bain - Group II	Rhonda Calvert	09-30-2014	09-25-2006	10-13-2008
Vice Mayor Lob-- Group III	J. Martínez-Regueira	09-30-2015	06-09-2003	10-12-2009
<u>Code Review Board</u>				
Mayor Zavier M. Garcia	Connie Kostyra*	04-30-2015	VACANT	VACANT
<u>Disability Advisory Board</u>				
Mayor Zavier M. Garcia	Charlene Anderson*	12-31-2013	VACANT	VACANT
Councilwoman Bain - Group II	Peter Newman*	12-31-2013	VACANT	VACANT

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Ecology Board</u>				
Vice Mayor Lob-- Group III	Dr. Mara Zapata*	04-30-2013	VACANT	VACANT
<u>Education Advisory Board</u>				
Councilwoman Ator -- Group IV	Robert J. Gordon*	05-31-2013	VACANT	VACANT
<u>Golf and Country Club</u>				
Councilwoman Ator -- Group IV	Mark Trowbridge*	07-31-2013	VACANT	VACANT
<u>Historic Preservation Board</u>				
Councilwoman Bain - Group II	Yvonne Shonberger	02-28-2014	06-13-2005	02-11-2008
Vice Mayor Lob-- Group III	Michael Windrem***	02-28-2015	06-13-2005	03-26-2012
Councilwoman Ator -- Group IV	M.A. Goodlett-Taylor**	01-31-2013	01-24-1983	01-22-2007
<u>Recreation Commission</u>				
Councilwoman Bain - Group II	Dr. Stephanie Kondy	04-30-2014	06-13-2005	04-14-2008

* Bob Calvert 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.
 Robert J. Gordon resigned on July 20, 2012.
 Mark Trowbridge resigned on August 20, 2012.

** 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.....”

*** Completed 3 absences as of June 21, 2012.

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

09-10-2012

Attorneys at Law

Robert D. Orshan
Robert P. Lithman
Jan K. Seiden
Jorge H. Ramos
David L. Hatton
Nicole J. Huesmann
Ariana Fajardo
Jamie Segal Davis

MEMORANDUM

TO: Mayor and Council

FROM: Jan K. Seiden, City Attorney

DATE: September 4, 2012

RE: CMI Funding Requests and Related Issues

As directed by the City Council, the City Manager, Assistant City Manager and I met with Jo Ellen Phillips, Richard Wheeler and Roy Rodriguez last week to discuss the above captioned topics.

At the outset, the City Manager set forth the following City positions and points of discussion for the meeting, to wit:

- The City wants CMI to be very successful and understands their requirement for working capital.
- The City is not in the financial position at this time to "invest" funds (major budget issues requiring millage increase).
- The City is in tough negotiations with the PBA that require the utmost sensitivity with its limited resources.
- The proposed parking lot and fence must be completed as rapidly as possible (approximate cost \$365,000) The City has already advanced approximately \$500,000 to or on behalf of CMI and the Mansion Project.
- The City has been requested by CMI to advance an additional \$105,000 for its initial capital requirements.

In addition, the parties acknowledged and agreed that the final decisions regarding the reimbursement of the City's funds previously expended and the funding being requested for the parking lot, fence, and working capital would be largely impacted by the actual proceeds the City would receive from the historic tax credit transaction and the authorization from Erik Wishneff as to the proper format for any supplemental agreement by the City and CMI on the additional funding requests.

Following a very thorough and productive discussion of all the issues and considerations from the City and CMI perspectives, the following basic understandings were agreed upon for submission to the City Council for its consideration, to wit:

- The City shall receive full reimbursement for all funds previously loaned or advanced to CMI or expended for the construction/restoration of the Curtiss Mansion Project from the historic tax credit proceeds.

(Approximately \$500,000 comprised of construction funds, a loan to CMI to secure an early grant, current advancements to CMI for utilities, etc., and anticipated additional construction overrun costs).

- The City will assume the immediate responsibility for the construction of the required parking lot and fence adjacent to the Mansion (CMI's estimated cost of \$365,000).
- The City and CMI will enter into a joint and shared parking agreement for the use of the new parking lot area. The agreement will provide for repayment of the City's fence and parking lot construction costs. The agreement will provide for annual payments over a twenty-five (25) year period beginning at the end of the fifth year of the agreement. No interest will be charged in connection with this repayment.

Inevitably, there remain certain issues and questions that can only be addressed by the City Council. The answers to the following questions by the City Council will serve to complete the proposed repayment agreement between the City and CMI for the use of the parking lot. They are, to wit:

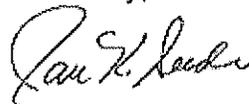
- It is unlikely at this time, in light of the fact that the City has incurred almost \$100,000 in the transactional costs of its own, that the historic tax credit proceeds to be received by the City will exceed the reimbursement amounts due to the City (approximately \$500,000). In fact, it is more likely that when the transaction costs are included in the final calculations of the historic tax credit transaction, there will be a shortfall of funds due to the City.
Question: Should any such shortfall amount be added to the amounts due to the City for the parking lot and fence and included in the proposed agreement for reimbursement by CMI?
(City position – All shortfall amounts should be included).
(CMI's position – Shortfall amounts not to be included).

- CMI has requested that the City provide it with \$105,000 to cover its initial working capital requirements for the operation of the Curtiss Mansion.
Question: If provided as requested, should this additional \$105,000 be added to the other amounts owed to the City and included in the proposed agreement for reimbursement by CMI?
(City position – Included in agreement for reimbursement).
(CMI's position – Not included in agreement).
- The requested \$105,000 by CMI to cover its initial start-up and working capital requirements for the Curtiss Mansion are further divisible into two (2) separate amounts of \$55,000 (for purchases of personal property items) and \$50,000 (for day-to-day operational costs and expenses).
Question: If provided as requested, should there be any restrictions or limitations placed upon the disbursement of the foregoing amounts from the City to CMI? If so, what restrictions or limitations? If not, should the money simply be disbursed in a lump sum to CMI?
(City position – City to make payments upon presentation of individual requests or Purchase Orders).
(CMI's position – Disbursed in lump sum).

In addition to the foregoing, there may be questions raised as to the construction of the parking lot and fence regarding compliance with the City's purchasing/procurement procedures. We are all in agreement that all such matters must be evaluated by City Staff and brought to the City Council (if determined to be required).

As you will note, the foregoing provides no required "investment" or "forgiveness" of City funds or assets and provides, subject to the answers of certain questions by the City Council, for the appropriate reimbursement of the City's loans and advancements made on behalf of the Curtiss Mansion Restoration Project.

Sincerely,



JAN K. SEIDEN

JKS/mv

MIAMI SPRINGS, FLORIDA – CODE OF ORDINANCES

CHAPTER 35 – RETIREMENT SYSTEMS

Sec. 35-56. - Administration.

(A) The general administration and responsibility for the proper operation of the retirement system, and for making effective the provisions of §§ 35-50—35-59 are vested in a Board of Trustees consisting of five persons as follows:

- (1) Two employee members of the police department who shall be police officers as defined in F.S.A. § 185.02(1) to be elected as hereinafter provided; and
- (2) Two members who shall be legal residents of the municipality to be appointed by the City Council; and
- (3) One member to be appointed by the previous four members, whose appointment shall be confirmed, as a ministerial duty, by the City Council.

B) The term of office of each elected employee member trustee shall be two years unless he or she sooner leaves the employment of the municipality as a police officer. The term of office of each resident member appointed by the City Council shall be two years, unless sooner replaced by the City Council at whose pleasure they shall serve, and the term of the fifth member shall be two years. All members may succeed themselves in office.



Office of the City Clerk
Advisory Boards Membership Roster

POLICE & FIRE RETIREMENT SYSTEM BOARD OF TRUSTEES (\$35.50) – Meets on Call of Chairman, at Least Quarterly

Established by Ordinance 595-76, amended by Ordinance 644-80 and Ordinance 715-86 (as mandated by State law, effective Oct. 1, 1986), Board consists of **five members**: two city residents appointed by City Council, two elected employee members of the Police Department and one member-at-large appointed by the other four members and confirmed by Council. All terms of office are **two** years. General provisions contained in Ordinance 731-88 and provisions for removal with or without cause (Ordinance 732-88) also apply.

Section 35.56 (A) (3) – Fifth member to be confirmed by Council as a ministerial duty.

Member Appointed by	Current Member	Month/Year Term Expires	Original Appointment Date	Last Appointment Date
Council	Gene Duffy	09-30-2012	09-09-2002	09-14-2010
Council	Peter G. Baan*	09-30-2012	10-28-2008	09-14-2010
Employees	Raymond Buckner	09-30-2012	09-20-2010	09-20-2010
Employees	Oscar Garcia**	09-30-2012	09-20-2010	09-20-2010
Other Members	Jonathan Kahn	09-30-2013	10-31-2002	11-03-2011

* Chairman
** Secretary



Office of the City Clerk
Advisory Boards Membership Roster

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**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MIAMI SPRINGS, FLORIDA;
EXPRESSING THE CITY'S INTENT TO
DECLARE THAT THE FREEDOM FROM
DOMESTIC VIOLENCE IS A FUNDAMENTAL
HUMAN RIGHT; EFFECTIVE DATE**

WHEREAS, the City of Miami Springs seeks to enhance the public welfare by declaring that the protection against domestic violence is a fundamental human right; and,

WHEREAS, survivors of domestic violence must deal with the effects of physical injuries, long-term psychological damage, financial instability, and trouble finding safe housing; and,

WHEREAS, more than one in three women and more than one in four men in the United States will experience rape, physical violence, and/or stalking by an intimate partner at some point in their lives; and this problem disproportionately impacts women of color, women with disabilities, women with low income, and immigrant women within Miami-Dade County, as well as their children; and,

WHEREAS, according to 2011 Uniform Crime Reports, of the 111, 681 reported domestic violence offenses statewide, 9,313 occurred in Miami-Dade County, representing the highest number of domestic violence cases of any county in Florida; and,

WHEREAS, of those 9,313 Miami-Dade County domestic violence offenses, about half (4,736) resulted in arrests; and of the 5,970 temporary injunctions issued in Miami-Dade County on domestic violence, dating violence, and sexual violence, twenty-three percent (1,401) resulted in the issuance of permanent injunctions; and,

WHEREAS, in 2011, in Miami-Dade County, domestic violence victims made 5,567 crisis hotline and direct service calls for assistance; and shelters provided overnight protection to victims fleeing domestic violence 23,276 times; and there were 1,846 new admissions to residential and nonresidential domestic violence service facilities; and,

WHEREAS, the United Nations Declaration on the Elimination of Violence Against Women recognizes the urgent need for the universal application to women of the rights and principles with regard to equality, security, liberty, integrity, and dignity of all human beings, and the United Nations Special Rapporteur on Violence Against Women has stated that "violence against women is the most pervasive human rights violation" and has urged the United States government to reassess laws and policies for protecting domestic violence survivors and for punishing abusers; and,

WHEREAS, in 2011 the Inter-American Commission on Human Rights found in *Jessica Lenahan (Gonzales) v. United States* that the United States' failure to protect women from gender-based violence constituted discrimination and human rights violation, and urged the United States to enact law and policy reforms to protect victims of domestic violence and their children; and,

WHEREAS, world leaders and leaders within the United States recognize that domestic violence is a human rights concern; and police and sheriffs departments, courts, counties, cities, social service agencies, and other local government entities constitute the first line of defense against domestic violence; and,

WHEREAS, by recognizing that domestic violence is a human rights violation, Miami-Dade County will raise awareness and enhance domestic violence education in communities, the public and private sectors, and within government agencies:

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

Section 1: That the City Council of the City of Miami Springs hereby expresses its intent to join world leaders and leaders within the United States in recognition of domestic violence as a human rights concern and declares that the freedom from domestic violence is a fundamental human right.

Section 2: That this Resolution shall serve as a declaration to assure the residents of the City that state and local governments bear a moral responsibility to secure this human right on behalf of their residents.

Resolution No. 2012-3555

Section 3: That this Resolution shall serve as a charge to all local government agencies to incorporate these principles into their policies and practices.

Section 4: That a copy of this Resolution is to be sent to the Mayor, the Honorable Chair and Members of the Board of County Commissioners, the Director of the Miami-Dade Police Department, the Mayor and Commission and Council member of each municipality within Miami-Dade County.

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

(THIS SPACE INTENTIONALLY LEFT BLANK)

Resolution No. 2012-3555

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this 10th day of September, 2012.

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

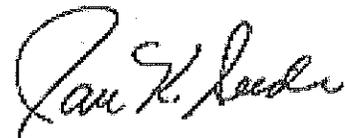
Vice Mayor Lob	" "
Councilman Best	" "
Councilwoman Bain	" "
Councilwoman Ator	" "
Mayor Garcia	" "

Zavier M. Garcia
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO LEGALITY AND FORM:


Jan K. Seiden, City Attorney

Resolution No. 2012-3555



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING THE CURRENT SCHEDULE OF CHARGES FOR THE USE OF CITY RECREATION FACILITIES AND RELATED SERVICES; EFFECTIVE DATE

WHEREAS, Ordinance 655-81 was passed on September 14, 1981, authorizing and directing the establishment and maintenance of a "Schedule of Charges" for the use of City recreation facilities and related services, and;

WHEREAS, Ordinance 655-81, as currently codified in the Code of Ordinance Section 95.03, further authorized and directed the adoption of a current "Schedule of Charges" from time to time by City Council Resolution; and,

WHEREAS, the most current "Recreation Department Schedules of Charges" was established on October 11, 2010 by the adoption of City Resolution No. 2010-3495; and,

WHEREAS, the City Council of the City of Miami Springs is desirous of amending the City's current "Recreation Department Schedule of Charges" as authorized by Code of Ordinance Section 95.03;

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

Section 1: That the attached "Recreation Department Schedule of Charges" (Exhibit "A") is hereby approved and adopted for the use of City Recreation facilities and related services.

Section 2: That the provisions of this Resolution shall become effective on October 1, 2012.

PASSED AND ADOPTED by the City Council of the City of Miami Springs,
Florida, this 10th day of September, 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	" _____ "
Councilwoman Bain	" _____ "
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

EXHIBIT "A"

CITY OF MIAMI SPRINGS
RECREATION DEPARTMENT
SCHEDULE OF CHARGES
EFFECTIVE OCTOBER 1, 2012
(includes applicable taxes)

1. FITNESS ROOM MEMBERSHIP/YEARLY

Adult – 18 & older	\$150.00
Youth – 13 to 17	\$150.00
Seniors (60 & over)	\$75.00
Daily Guest Rate	\$5.00

2. OPEN GYM ACTIVITY

18 & Over	\$4.00
17 & Under	FREE

3. RECREATION MEMBERSHIP/YEARLY- FULL ACCESS TO POOL,
*FITNESS ROOM, OPEN GYM

18 & over	\$340.00
13-17 (17 & under never pays for open gym)	\$190.00
Seniors (60 & over)	\$170.00
(*13-17, with parent supervision only)	

4. YEARLY FAMILY *FITNESS ROOM MEMBERSHIP

Family of 2	\$188.00
Family of 3	\$263.00
Additional Family Members (per membership)	\$75.00
(*13-17, with parent supervision only)	

5. YEARLY INDIVIDUAL MEMBERSHIP

Open Gymnasium Membership	
Seniors (60 & over)	\$75.00
Adults (18 & over)	\$150.00

Open Swimming	
Seniors (60 & over)	\$40.00
Children (17 & under)	\$40.00
Adults (18 & over)	\$80.00
Family of 4	\$200.00
Additional Family Members (per membership)	\$20.00

6. **POOL FEES**

General Pool Admission	
Seniors & Children	\$2.00
Adults	\$4.00

Lessons	
Tiny Tot Lessons – 6 months-5 years	\$40.00
6 & older Lessons	\$40.00
Private Swim Lessons	\$40.00/hr

Rentals

Non-profit group Pool Rental	\$30.00/hr
Observation Deck Rental	\$50.00/4 hrs
(plus refundable clean up deposit)	\$100.00
(plus entrance fee per child)	\$2.00/child
(plus entrance fee per adult)	\$4.00/adult
Pool Rental – 50 people	\$60.00/hr.
(for every 12 people over 50-\$20.00 per guard, per hour.)	
Outside Clubs/Organizations – Team Usage	\$600.00/mo.
Outside Clubs/Organization – Family Membership	\$100.00 Annually or \$10.00 Monthly
Red Cross Certification Courses	Negotiated
Senior High Schools (ex Swim Teams/Water Polo)	\$1,500.00 season
Middle Schools (ex Swim Teams/Water Polo)	\$200.00 monthly

Swim Meets	Negotiated
------------	------------

Water Fitness Programs Lane Rental (up to 10 participants)	\$40.00/class (8 sessions) or \$15.00/hr/lane
Lane Rental (over 10 participants) additional rental	\$15.00/hr/lane

7. CHILDREN'S PROGRAMS:

After School Program

Registration fee	\$35.00
Daily fee	\$8.00
Weekly fee	\$35.00

After School Bus Only Weekly fee (applies only to middle school) \$10.00

School Holiday Program

Registration fee*	\$35.00
Daily	\$20.00

*Registration fee will not be charged for registered after school program participants

Full Day Summer Camp

Registration Fee	\$50.00
Activity Fee	\$100.00*
Weekly Fee (1 st child)	\$100.00
Weekly Fee (each additional child)	\$75.00

*** Field Trip, Special Event Fees**

8. FACILITY RENTAL FEES*

Multi-Purpose/Meeting Room

Non-Profit/Private For Profit

3 Hr. Minimum	\$150.00	\$225.00
Every Additional Hour	\$50.00	\$100.00
Security Deposit	\$200.00	\$200.00

Theatre

Negotiated

10X10 Pavilion at Prince Field

Residents (3 Hour Minimum)	\$50.00
Residents (Additional Hour)	\$15.00
Non-Residents (3 Hour Minimum)	\$100.00
Non-Residents (Additional Hour)	\$25.00
Deposit	\$100.00

**Virginia Gardens Residents are included with Miami Springs Residents

Field House**

Resident	\$250.00/4 hrs
Non-resident	\$500.00/4 hrs
Refundable damage deposit	\$100.00

**Facilities (if available) with no charge for City sponsored activities

Basketball Gym (Per Hour)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Full Court	\$60.00	\$100.00
Half Court	\$30.00	\$50.00

Volleyball Gym (Per Hour)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Full Court	\$30.00	\$50.00

Complete Gym (Wrestling /Judo)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Tournament (the whole gym) Maximum (4) Hours	\$500.00	\$750.00
Every Additional Hour	\$125.00	\$175.00

Softball & Baseball Field Rentals	<u>Non-Profit/Private</u>	<u>For Profit</u>
Practice Fee (no field prep required)	\$10.00	\$15.00
Game Rental (2/hr minimum)	\$30.00	\$40.00
Additional Hour	\$15.00	\$20.00
Game Rental w/Lights (2/hr minimum)	\$40.00	\$50.00
Additional w/Lights	\$20.00	\$25.00
Lining Fee (field prep, drag & line)	\$35.00	\$35.00

Soccer/Flag Football Field Rentals	<u>Non-Profit/Private</u>	<u>For Profit</u>
Game Rental (2/hr minimum)	\$35.00	\$45.00
Additional Hour	\$17.00	\$22.00
Game Rental w/Lights (2/hr minimum)	\$45.00	\$55.00
Additional Hour w/Lights	\$22.00	\$28.00
Lining Fee	\$75.00	\$75.00

Batting Cages

No Lights per Hour	\$15.00
Lights per Hour	\$25.00

BUSES

Big Bus:

Hourly Rate within MS/VG City Limits: \$75.00

Hourly Rate outside City Limits: \$100.00

**Bus is only restricted to Miami-Dade County

Small Bus

Hourly Rate within MS/VG City Limits: \$50.00

Hourly Rate outside City Limits: \$75.00

**Bus is only restricted to Miami-Dade County

4th of July

Spot in the Parade: \$50.00

****Non-Profit Organizations will not be charged a fee. Proper Documentation must be shown.**

Circle/Gazebo Pavilion for Weddings and/or Private Events

Rental (3 Hour Minimum) \$500.00

Every Additional Hour \$125.00

**Police and Public Works will be an additional cost per the staff and services needed to support the wedding/event.

Curtiss Parkway Median Rental

Rental \$100.00

****PROVIDE-SET UP-TAKE DOWN OF 5 TABLES & 50 CHAIRS FOR MULTI-PURPOSE ROOM RENTAL: \$50 (not included in the rental fee set by Resolution)**

****JUMP HOUSES: Will be permitted if they use vendors that are approved by the City. They must also show proof of insurance w/City as co-insured.**

9. CITY EMPLOYEES – Full-Time Employees, City Council Members and their immediate family members under age 19.

A. General Admission Pool, Gym, Fitness Room – FREE

B. 50% discount for summer programs operated by the Recreational Department

C. 50% discount on special events operated by the Recreational Department

Note: there are no City provided discounts for programs operated by other organizations such as the Optimists, Little League, etc.

10. **SPECIAL CONTRACTUAL ACTIVITIES:**

These activities will be offered as available and appropriate fees will be charged. Additional information may be obtained from the Recreation Office.

11. **NOTES:**

A: There will be no rental or private use of the Prince Field Tot Lot due to its unique nature as a community built park for use by all our residents.

B: Authorization is hereby given to the City Manager to add and/or adjust Schedule of Charges based upon promotional and marketing activities to encourage usership of the City's recreation facilities. City Manager will advise City Council of changes.

C: Security Deposit will be up to the discretion of the City Manager and/or Recreation Director

D: Quarterly payment plans available for memberships in excess of \$150 annually

EXHIBIT "B"

CITY OF MIAMI SPRINGS
RECREATION DEPARTMENT
SCHEDULE OF CHARGES
EFFECTIVE (October 1, 2012)
(includes applicable taxes)

1. FITNESS ROOM MEMBERSHIP/YEARLY

Adult – 18 & older	\$150.00
Youth – 13 to 17	\$150.00
Senior's (60 & over)	\$75.00
Daily Guest Rate	\$5.00

2. OPEN GYM ACTIVITY

18 & Over	\$4.00
17 & Under	FREE

3. RECREATION MEMBERSHIP/YEARLY- FULL ACCESS TO POOL, *FITNESS ROOM, OPEN GYM

18 & over	\$340.00	
13-17 (17 & under never pays for open gym)	\$190.00	
Senior's (60 & over)	\$170.00	
<u>Council</u>	<u>Current Rate \$170.00</u>	<u>Proposed Rate: Remove</u>
<u>Full Time Employees's</u>	<u>Current Rate \$170.00</u>	<u>Proposed Rate: Remove</u>
(*13-17, with parent supervision only)		

4. YEARLY FAMILY *FITNESS ROOM MEMBERSHIP

Family of 2	\$188.00
Family of 3	\$263.00
Additional Family Members (per membership)	\$75.00
(*13-17, with parent supervision only)	

Water Fitness Programs Lane Rental (up to 10 participants)	\$40.00/class (8 sessions) or \$15.00/hr/lane
Lane Rental (over 10 participants) additional rental	\$15.00/hr/lane

7. CHILDREN'S PROGRAMS:

After School Program

Registration fee	\$35.00
Daily fee	\$8.00
Weekly fee	\$35.00

After School Bus Only Weekly fee (applies only to middle school)

\$10.00

School Holiday Program

Registration fee*	\$35.00
Daily	\$20.00

*Registration fee will not be charged for registered after school program participants

Full Day Summer Camp

Registration Fee	\$50.00
Activity Fee	\$100.00*

Weekly Fee (1st child) \$100.00

Weekly Fee (each additional child) \$75.00

*** Field Trip, Special Event Fees**

8. FACILITY RENTAL FEES*

Multi-Purpose/Meeting Room

	<u>Non-Profit/Private</u>	<u>For Profit</u>
3 Hr. Minimum	\$150.00	\$225.00
Every Additional Hour	\$50.00	\$100.00
Security Deposit	\$200.00	\$200.00

Theatre

Negotiated

10X10 Pavilion at Prince Field

<i>Residents (3 Hour Minimum)</i>	<i>Current Rate: N/A</i>	<i>Proposed: \$50.00</i>
<i>Residents (Additional Hour)</i>	<i>Current Rate: N/A</i>	<i>Proposed: \$15.00</i>
<i>Non-Residents (3 Hour Minimum)</i>	<i>Current Rate: N/A</i>	<i>Proposed: \$100.00</i>
<i>Non-Residents (Additional Hour)</i>	<i>Current Rate: N/A</i>	<i>Proposed: \$25.00</i>
<i>Deposit</i>	<i>Current Rate: N/A</i>	<i>Proposed: \$100.00</i>

*****Virginia Gardens Residents are included with Miami Springs Residents***

Field House**

Resident	\$250.00/4 hrs
Non-resident	\$500.00/4 hrs
Refundable damage deposit	\$100.00

**Facilities (if available) with no charge for City sponsored activities

Basketball Gym (Per Hour)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Full Court	\$60.00	\$100.00
Half Court	\$30.00	\$50.00
Volleyball Gym (Per Hour)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Full Court	\$30.00	\$50.00
Complete Gym (Wrestling /Judo)	<u>Non-Profit/Private</u>	<u>For Profit</u>
Tournament (the whole gym)	\$500.00	\$750.00
Maximum (4) Hours		
Every Additional Hour	\$125.00	\$175.00
Softball & Baseball Field Rentals	<u>Non-Profit/Private</u>	<u>For Profit</u>
Practice Fee (no field prep required)	\$10.00	\$15.00
Game Rental (2/hr minimum)	\$30.00	\$40.00
Additional Hour	\$15.00	\$20.00
Game Rental w/Lights (2/hr minimum)	\$40.00	\$50.00
Additional w/Lights	\$20.00	\$25.00

Lining Fee (field prep, drag & line)	\$35.00	\$35.00
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Soccer/Flag Football Field Rentals	<u>Non-Profit/Private</u>	<u>For Profit</u>
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Game Rental (2/hr minimum)	\$35.00	\$45.00
Additional Hour	\$17.00	\$22.00
Game Rental w/Lights (2/hr minimum)	\$45.00	\$55.00
Additional Hour w/Lights	\$22.00	\$28.00
Lining Fee	\$75.00	\$75.00

Batting Cages

<u>No Lights per Hour:</u>	<u>Current Rate: N/A</u>	<u>Proposed: \$15.00</u>
<u>Lights per Hour:</u>	<u>Current Rate: N/A</u>	<u>Proposed: \$25.00</u>

BUSES

Big Bus:

<u>Hourly Rate within MS/VG City Limits:</u>	<u>Current Rate: N/A</u>	<u>Proposed: \$75.00</u>
<u>Hourly Rate outside City Limits:</u>	<u>Current Rate: N/A</u>	<u>Proposed: \$100.00</u>

**Bus is only restricted to Miami Dade County

Small Bus

<u>Hourly Rate within MS/VG City Limits:</u>	<u>Current Rate: N/A</u>	<u>Proposed: \$50.00</u>
<u>Hourly Rate outside City Limits:</u>	<u>Current Rate: N/A</u>	<u>Proposed: \$75.00</u>

**Bus is only restricted to Miami Dade County

4th of July

<u>Spot in the Parade:</u>	<u>Current Rate: N/A</u>	<u>Proposed: \$50.00</u>
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****Non-Profit Organizations will not be charged a fee. Proper Documentation must be shown.**

Circle/Gazebo Pavilion for Weddings and/or Private Events

<u>Rental (3 Hour Minimum)</u>	<u>Current Rate: N/A</u>	<u>Proposed: \$500.00</u>
<u>Every Additional Hour</u>	<u>Current Rate: N/A</u>	<u>Proposed: \$125.00</u>

****Police and Public Works will be an additional cost per the staff and services needed to support the wedding/event.**

Curtis Parkway Median Rental

<u>Rental</u>	<u>Current Rate: N/A</u>	<u>Proposed: \$100.00</u>
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****PROVIDE-SET UP-TAKE DOWN OF 5 TABLES & 50 CHAIRS FOR MULTI-**

PURPOSE ROOM RENTAL: \$50 (not included in the rental fee set by Resolution)

****JUMP HOUSES: Will be permitted if they use vendors that are approved by the City. They must also show proof of insurance w/City as co-insured.**

9. CITY EMPLOYEES – Full-Time Employees, City Council Members and their immediate family members under age 19.

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11. NOTES:

A: There will be no rental or private use of the Prince Field Tot Lot due to its unique nature as a community built park for use by all our residents.

B: Authorization is hereby given to the City Manager to add and/or adjust Schedule of Charges based upon promotional and marketing activities to encourage usership of the City's recreation facilities. City Manager will advise City Council of changes.

C: Security Deposit will be up to the discretion of the City Manager and/or Recreation Director

D: Quarterly payment plans available for memberships in excess of \$150 annually

RESOLUTION NO. 2012-3558

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MIAMI SPRINGS AMENDING
THE CURRENT SCHEDULE OF CHARGES
FOR SPECIAL WASTE COLLECTIONS AS
AUTHORIZED BY CODE OF ORDINANCE
SECTION 93.09; EFFECTIVE DATE

WHEREAS, the City Administration has recommended certain increases in the fees charged by the City for special waste collections services provided to citizens; and,

WHEREAS, it is both necessary and proper for the City to establish and maintain a current schedule of charges for special waste collection services; and,

WHEREAS, the City Council of the City of Miami Springs has determined that the current schedule of charges for special waste collection services attached hereto is authorized by the provisions of Code of Ordinances Section 93.09.

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

Section 1: That the "Schedule of Special Waste Collection Charges" (Exhibit "A") attached to this resolution is hereby approved as the official fees for the services specified therein.

Section 2: That provisions of this resolution shall become effective on October 1, 2012.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this 10th day of September, 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	" "
Councilwoman Bain	" "
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

Reso. 2012-3558

EXHIBIT "A"

SCHEDULE OF SPECIAL WASTE COLLECTION CHARGES

<u>LOAD SIZE</u>	<u>DISPOSAL</u> <u>FEE</u>	<u>ADMINISTRATION</u> <u>FEE</u>	<u>TOTAL</u> <u>CHARGES</u>
Half Load	\$56.25	\$25.00	\$81.25
Full Load	\$112.50	\$25.00	\$137.50
1 1/2 Load	\$168.75	\$25.00	\$193.75
2 Loads	\$225.00	\$25.00	\$250.00
2 1/2 Loads	\$281.25	\$25.00	\$306.25
3 Loads	\$337.50	\$25.00	\$362.50
3 1/2 Loads	\$393.75	\$25.00	\$418.75

EXHIBIT "B"

SCHEDULE OF SPECIAL WASTE COLLECTION CHARGES

<u>LOAD SIZE</u>	<u>DISPOSAL FEE</u> <u>FEE</u>	<u>ADMINISTRATION FEE</u>		<u>TOTAL CHARGES</u>	
		<u>CURRENT</u>	<u>PROPOSED</u>	<u>CURRENT</u>	<u>PROPOSED</u>
Half Load	\$56.25	\$10.00	\$25.00	\$66.25	\$81.25
Full Load	\$112.50	\$10.00	\$25.00	\$122.50	\$137.50
1 1/2 Load	\$168.75	\$10.00	\$25.00	\$178.75	\$193.75
2 Loads	\$225.00	\$10.00	\$25.00	\$235.00	\$250.00
2 1/2 Loads	\$281.25	\$10.00	\$25.00	\$291.25	\$306.25
3 Loads	\$337.50	\$10.00	\$25.00	\$347.50	\$362.50
3 1/2 Loads	\$393.75	\$10.00	\$25.00	\$403.75	\$418.75

<u>PROPOSED NEW TREE PERMIT FEE</u>	
<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
NONE	\$35.00

09-10-2012

RESOLUTION NO. 2012-3559

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING THE CURRENT "SCHEDULE OF CHARGES" FOR BUILDING, PLUMBING, ELECTRICAL, MECHANICAL AND OTHER RELATED PERMIT CHARGES OR FEES; EFFECTIVE DATE.

WHEREAS, Ordinance 659-82 was passed on May 10, 1982, authorizing and directing the establishment and maintenance of a "Schedule of Charges" for Building, Plumbing, Electrical, Mechanical and other related permits issued by the City; and,

WHEREAS, as currently codified in a Code of Ordinance Section 151.07, Ordinance No. 659-82 further authorized and directed the adoption of a current "Schedule of Charges" from time to time by City Council Resolution; and,

WHEREAS, the most current "Schedule of Charges" was established on March 24, 2008, by the adoption of City Resolution No. 2008-3392; and,

WHEREAS, the City Council of the City of Miami Springs is desirous of amending the City's current "Schedule of Charges" as authorized by Code of Ordinance Section 151.07:

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

Section 1: That the attached "Schedule of Charges" (Exhibit "A") is hereby approved and adopted.

Section 2: That the provisions of this Resolution shall become effective on October 1, 2012.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this 10th day of September, 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	" _____ "
Councilwoman Bain	" _____ "
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. 2012-3559

EXHIBIT "A"
**SCHEDULE OF CHARGES FOR BUILDING, PLUMBING, ELECTRICAL,
MECHANICAL AND OTHER RELATED PERMITS AND FEES**

A> BUILDING PERMIT FEES:

(1) General maintenance and repairs. Refer to City Code Section 151.04 (H).

(2) Upfront processing fee. When the building permit is received, the applicant shall pay an "upfront" processing fee equal to three dollars (\$3.00) for each one hundred (100) square feet, or fractional part thereof, or three dollars (\$3.00) for each one thousand dollars (\$1,000.00) of estimated valuation, or fractional part thereof. This processing fee is not refundable but shall be credited towards the final building permit fee.

(3) Structural processing fee. When a building permit application requires review by the structural plans processor, a non-refundable fee of one hundred dollars \$100 shall be added to the upfront fee on residential permits. Commercial permits shall be charged one hundred and fifty dollars \$150. Subsequent reviews required shall be charged at the same rates per review and shall be added to the total permit fee. Special reviews or reviews that require extra time shall be charged at a per hour rate for the Structural Engineer.

(4) General, New Construction or Additions. The permit fee for general or new construction shall be as follows:

a. New residences, duplexes, hotels, apartments and additions:

1. Per \$1.00 of estimated cost or fractional part...\$0.03 (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)
2. Minimum fee: **\$125.00**

b. Office buildings and store buildings (shell only), tenant improvements, interior alterations, parking garages, warehouses with minimum office space, swimming pools:

1. Per \$1.00 of estimated cost or fractional part...\$0.03 (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)
2. Minimum fee: **\$125.00**

c. Concrete patios, wood decks, driveways, concrete steps, walkways, screen enclosures, parking lots, tennis courts and landscaping (residential or business):

1. Minimum fee: **\$125.00**
 2. \$0.18.8 per sq. ft. or fractional part thereof
- d. Awnings, canopies, window, shutters, gates, wrought iron grills, doors and garage doors (residential or business):

1. Minimum fee: **\$125.00**
2. \$4.38 per each item or fractional part thereof

- e. Roof and roof repairs, general repairs over \$300.00 (residential or business):

1. Minimum fee: **\$125.00**
2. \$0.13 per sq. ft. or fractional part thereof

- f. Air conditioning screens, aluminum fences, wood fences (residential or business):

1. Minimum fee: **\$125.00**
2. \$0.81 per LF or fractional part thereof

- g. Masonry fences, wrought iron fences, retaining walls, railings (residential or business):

1. Minimum fee: **\$125.00**
2. \$1.06 per LF or fractional part thereof

- h. Chain link fences (residential or business):

1. Minimum fee: **\$125.00**
2. \$0.38 per LF or fractional part thereof

I. Signs:

1. Minimum fee: **\$125.00**
2. \$2.50 per sq. ft. or fractional part thereof
3. **Contractor Signs: \$25.00**

J. Housing and building moving:

1. Per building or structure: **\$125.00**
2. For each 100 sq. ft. or fractional part thereof: \$12.50

K. Demolition (residential or business):

1. Minimum fee: **\$125.00**
2. \$0.06 per sq. ft. or fractional part thereof

L. Utility sheds

1. Per building or structure: **\$125.00**

M. Alteration or repair (residential or business):

1. Minimum fee: **\$125.00**
2. Per \$1000.00 of value or fractional part thereof: \$30.00

N. Minimum Permit. A Minimum Permit shall be allowed in cases where the value of the job is below \$500 and the Permit requires only one review and one inspection. Such Permit shall have a fee of \$50.00. Minimum Permits must have the prior approval of either the Building Official, the Director of Building and Code Compliance, or his/her designee.

(5) Valuation. The method of determining minimum valuation on which permits are based as covered above shall be established by the **Building Official** in conjunction with the Dade County Office of Code Compliance.

(6) Miscellaneous fees. The City shall charge and collect the following fees for re-inspection, double permits, lost plans, revised plans, and second re-inspection fees, to wit:

a. **Re-inspection fees.** Refer to Code Section 151.06(B)(1).

b. **Double fees.** Refer to City Code Section 151.06(A).

c. **Lost plan fee.** When plans for new buildings and additions are lost by the owner or the contractor, a recertification will be required to review, stamp, and approve a new set of plans as a field copy. The fee shall be thirty (30) percent of the original building permit fee up to a maximum of five hundred dollars (\$500.00). The lost plan fee shall never be lower than fifty dollars (**\$100.00**).

f. **Extension of expired permits.** A fee of one hundred twenty five dollars **\$125.00** shall be paid by the permit holder who submits a written request for a permit extension as authorized under Section 304.3(b) of the South Florida Building Code.

g. **Shop drawing review.** A fee of seventeen dollars and fifty cents (\$17.50) per sheet shall be charged for reviewing shop drawings.

h. **Certificate of occupancy and certificate of completion.** One hundred twenty five dollars \$125.00 each.

I. **Temporary certificate of occupancy and temporary certificate of completion.** Sixty-five dollars (\$65.00) each. Failure to renew temporary certificate of occupancy or temporary certificate of completion \$125.00.

J. **Permit card replacement** shall carry a fee of thirty dollars (\$30.00).

K. **Change of contractor.** The fee for a change of contractor shall be thirty (30) percent of the original permit fee.

L. **Forty year certification fee.** For every application for forty year certification under section 104.9, South Florida Building Code, there shall be paid to the City, for the processing of each application, a fee of two hundred fifty dollars (\$250.00). For every application for subsequent recertification at ten year intervals thereafter, there shall be paid to the City, for the processing of each application, a fee of one hundred twenty five dollars (\$125.00).

M. **Courtesy inspection fee.** When a homeowner requests that a courtesy inspection be performed by a code enforcement officer in order to establish if any City Code violations exist, and a written report is prepared, a fee of one hundred twenty five dollars (\$125.00) shall be paid to the City.

N. **Change of use and occupational license inspection.** Whenever a new occupational license or new occupancy is applied for, a fee of one hundred twenty five dollars (\$125.00) shall be paid to the City for inspection of the premises prior to the issuance of said license. This fee is non refundable and does not apply towards the licensing fee.

O. A fee of twenty-five dollars (\$25.00) shall be charged for the preparation and submission of any **letters requested** by any citizen or third party regarding any building information on any property in the city.

P. A fee of fifty cents (.50) per \$1,000 job cost, or fractional value of work to be done as has been mandated by Dade County Code Compliance Office under County ordinance 91-74. This **code compliance fee** shall be in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.

Q. A fee of one cent (.01) per square foot shall be paid to the City for the purpose of **Radon Surcharge** as mandated by the State of Florida Department of Business Regulation and the Department of Health and Rehabilitation Services under Florida Administrative Code Section 468.631 and Section 10D-91.1314, respectively, in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.

R. **Construction completion bond** in the amount of \$250.00 shall be assessed on every permit which is valued in excess of \$2500.00. This bond will be refunded upon the approval of the final inspection or upon the issuance of a certificate of completion or certificate of occupancy.

S. **Special Project Fees.** The Building Official or designee has the authority to invoice for reimbursement of actual costs on projects requiring services not provided for in the current fee schedule. The invoice will be based on estimated time needed for the project times the current hourly rate of the Building Official or his designee.

T. **Conditional Re-Occupancy Agreement-\$500**

Conditional Code Compliance Agreement-\$500

Unsafe Structures Board filing-\$500 plus costs as billed by the Unsafe Structures Board.

(7) **Refunds.** The refunding of any permit fees shall be as follows:

a. There shall be no permit fees refunded for completed permitted work.

b. The Building Director may recommend the refund of 70% of all refundable permit fees so long as no work has commenced within 90 days of permitting and no permits have been voided. However, the fee collected for the examination of plans and specifications shall not be refundable.

c. If at any time a permit is canceled for any reason, at such time as a new permit is requested, a complete processing of plans and permit fee shall be required to include reviews by all required trades and applicable boards.

B> ELECTRICAL PERMIT FEES:

(1) Minimum fee.	\$125.00
a. Temporary service for testing purposes, construction (plus fees listed below for 101 amps & over)	62.50
b. Service repair and/or meter change (adding 3rd phase)	50.00
c. Temporary for testing, for a period of 30 days	50.00
d. Renewal, for additional 30 days	50.00
e. Signs (each)	50.00

(2) Services. In addition to the foregoing the following fees shall be charged for each service and each feeder (feed rail):

a. 100 amps and under	37.50
b. 101 amps thru 200 amps	43.75
c. 201 amps thru 400 amps	50.00
d. 401 amps thru 600 amps	62.50
e. 601 amps thru 800 amps	68.75
f. For each 100 amps over 800 amps	6.25

(3) Switchboards. Fees are the same as the fees under "services" computed on amps, as set forth in (2) above.

(4) Rough wiring outlets. (light, receptacle, switch, sign and also telephone and other low voltage outlets):

a. 1-10 outlets	25.00
b. Each additional outlet	2.50

(5) Low voltage systems. Items listed below but, not limited to:

a. Burglar alarms, television systems, fire alarm or intercom systems, each	37.50
Each device	2.50
b. Fire alarm and/or fire pump test, per hour	62.50

(6) Equipment outlets or permanent connections:

a. Air conditioners, window and through wall units	12.50
b. Compactor	12.50
c. Deep freezer	12.50
d. Dishwasher	12.50
e. Dryer	12.50
f. Fan	12.50
g. Garbage disposal	12.50
h. Heat recovery	12.50
i. Oven	12.50
j. Range/range top	12.50
k. Refrigerator (domestic)	12.50
l. Refrigerator (commercial per HP, see motor schedule)	12.50
m. Space heater	12.50
n. Time clock	12.50
o. Washing machine	12.50
p. Water heater-boiler (electrical)	12.50

(7) Air conditioners, central, per ton	8.75
(8) Clear violations inspection, new tenants	62.50
(9) Motors:	
a. Up to 5 HP	12.50
b. 5 HP - 10 HP	37.50
c. Over 10 HP (additional per HP)	2.50
(10) Generators, transformers, commercial heating equipment and strip heaters:	
a. Up to 5 KW	12.50
b. Up to 10 KW	20.00
c. 10 KW - 25 KW, each	37.50
d. Over 25 KW, each	62.50
e. Transformers for X-rays	22.50
(11) Welding machine outlets:	
a. Up to 50 amps	25.00
b. Each additional 50 amps or fraction thereof	12.50
(12) Special purpose outlets, commercial: Popcorn, doughnut, drink machines; coin-music machines; toasters; coffee urns; espresso machines; deep fryers; telephone booths; refrigerator display cases; etc., each	25.00
(13) Temporary work on circuses, carnivals, outdoor events...	
Minimum Fee	187.50
(14) Fixtures:	
a. Lights:	
1. 1 - 10 sockets	12.50
2. 1 - 10 fluorescent tubes	12.50
b. Each additional	1.25
c. Lighting fixture "heads", each	8.75
d. Flood lights or light standards, each	12.50
e. Parking lot lights, mercury vapor or quartz, charge per light	12.50

(15) Plugmold and strip lighting:

- a. First 10 feet or fractional part thereof **31.25**
- b. Each 5 feet or fractional part thereafter **3.75**

(16) Minimum permit fee including repair work not elsewhere classified 125.00

(17) Satellite Antenna grounding 62.50

(18) Demolitions; removal of electrical circuits, per floor 43.75

(19) Swimming pools, spas and hot tubs:

- a. Residential **125.00**
- b. Commercial **125.00**
- c. Residential pool & spa combination **125.00**

C> PLUMBING PERMIT FEES

**(1) Residential/commercial (new construction, additions, alterations).
Minimum fee. 125.00**

- a. Rough and set at eight dollars and seventy five cents (\$8.75) rough-in, eight dollars and seventy five cents (\$8.75) set on each fixture listed below if part of the same permit application. Including, but not limited to, bath tub, bidet, dishwasher, disposal, drinking fountain, floor drain, lavatory, laundry tray, clothes washer, shower, sink, urinal, water closet indirect wastes, icemaker, and water heater.
- b. Items not covered under minimum fee schedule shall be priced at a minimum per-unit or fixture rate of seventeen dollars and fifty cents (\$17.50) eight dollars and seventy five cents (\$8.75) rough-in, eight dollars and seventy five cents (\$8.75) set.

(2) Water treatment plants, sewage treatment plants and lift stations.

- a. First \$1,000.00 value or fractional part thereof **93.75**
- b. Each additional \$1,000.00 value or fractional part thereof **31.25**

(3) Natural gas and liquefied petroleum rough and set at eight dollars and seventy five cents (\$8.75) rough-in, eight dollars and seventy five cents (\$8.75) set on each fixture if part of the same permit application. (See minimum fee above.)

) Grease trap	43.75
(5) Interceptor	43.75
(6) Wells	43.75
(7) Sewer connection	43.75
(8) Water service	43.75
(9) Sewer capping	43.75
(10) Septic tank	62.50
(11) Soakage pit	43.75
(12) Catch basin	31.25
(13) Interceptor-grease-oil	43.75
(14) Solar water heaters, installation or repair	43.75
(15) Heat recovery systems	43.75
(16) Pool piping	43.75
17) Drain field	43.75
(18) Pump and abandon septic tank	43.75
(19) Roof drains & area drains	43.75
(20) Lawn Sprinkler System	43.75
(21) Backflow prevention device	
Up to 2" (inches)	43.75
Over 2" (inches)	62.50
(22) Fire Sprinklers	
Each Siamese	31.25
Each Post Indicator Valve	31.25

Each Roof Manifold	31.25
Each Fire Pump	43.75
Each Sprinkler Head	0.94
Connection to municipal water supply	31.25

D> MECHANICAL PERMIT FEES:

The building department shall charge and collect for mechanical permits at the following rate:

(1) Air conditioning and refrigeration:

a. Minimum fee	125.00
b. per ton or fractional part of ton	15.00

(2) Condensate drains:

a. First	15.00
b. Each additional	6.25

(3) Heating units:

a. First 5 units, each unit	31.25
b. Each unit thereafter	18.75
c. Each and every unit capable of heating; furnaces and heating equipment, including commercial dryers, ovens, other fired objects not elsewhere classified. Includes all component parts of the system except fuel and electric lines.	

1. For the first 200,000 BTU or fractional part	43.75
2. For each additional 100,000 BTU or fractional part	25.00

3. Ductwork:

a) first \$1,000.00 value	43.75
b) each additional \$1,000.00 value or fractional part thereof	15.00

(4) All spray booths:

a. For the first 300 sq. feet or fractional part thereof	250.00
b. each additional 100 sq. feet or fractional part thereof	125.00

) Boilers and pressure vessels:

a. Rated capacity first 200,000 BTU	125.00
b. Each additional 100,000 BTU's (Tons = BTU's divided by 12,000)	25.00
c. Steam boilers, each	125.00
d. Hot water boilers (same), each	125.00
e. Miniature boilers (same), each	62.50
f. Steam driven prime movers, each	62.50
g. Steam actuated machinery, each	18.75
h. Unfired pressure vessels; operating at pressures in excess of 60 psi and having a volume of more than 5 cu. ft.	50.00
I. Fee for periodic inspections of steam boiler (semi-annual, internal and external):	
1. Semiannual internal inspection	37.50
2. Semiannual external inspection	62.50
3. Hot water boilers, annual	62.50
4. Unfired pressure vessel, annual	62.50
5. Miniature boilers, semiannual, each inspection	43.75
j. Certificate of inspection, (conducted by an independent agency)	62.50
k. Processing by mechanical inspector	130.00

(6) Internal combustion engines:

a. Up to 50 KVA	125.00
b. Each additional 5 KVA or fractional part thereof	25.00

(7) Pressure piping:

a. First \$1,000.00	62.50
b. Each additional \$1,000 or fractional part thereof	31.25

(8) Cooling tower:

a. Up to 10 tons	62.50
b. Each additional 10 tons or fractional part thereof	18.75

(9) Ventilation and ventilation systems:

a. Up to \$1,000.00 in value	43.75
b. Each additional 10 tons or fractional part thereof	18.75

(3)	Applications for Variances (Sec. 150-112)		
		Minimum Fee (Residential)...	350.00
		Minimum Fee (Commercial)...	350.00
		Building Projects under \$10,000...	400.00
		Building Projects over \$10,000 in value (Residential) ...	500.00
		Building Projects over \$10,000 in value (Commercial) ...	1,000.00
(4)	Appeals from Denials of Variance Applications		
	(Sec. 150-111) Residential	500.00
	 Commercial	600.00
(5)	Zoning-Permit Review Fee	Residential	100.00*
		Commercial	200.00*
	*Plus 50% of fee for rework after second disapproval		
(6)	Zoning Code Amendments	Residential	4,250.00
		Commercial	4,250.00
(7)	Comp Plan Amendments		5,000.00*
	*Plus cost recovery including consultants		
(8)	Modification or Release of Covenant		500.00
(9)	Street or Alley Vacation Application		4,000.00
(10)	Zoning Verification (Liquor License)		
		2APS	160.00*
		2COP	200.00*
		4COP	450.00*
	*Plus \$250.00 for preparation of covenant if applicable (Optional)		
(11)	Zoning Verification-Other	Residential	150.00
		Commercial	200.00
(12)	FIRM Rate Map Determination	Current	50.00
		Historic	75.00

G> TREE RELATED FEES

(1)	TREE REMOVAL APPLICATION	\$35.00
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H> **SERVICES NOT SPECIFIED IN FEE SCHEDULE**

The Building Department reserves the right to establish an appropriate fee for any service or item not otherwise provided for in this Schedule of Fees in accordance with the normal and customary charges and fees established by other jurisdictions for such services and items, but, however, subject to final determination by the City Building Official. All permits with a Market Value for the job in excess of \$2,000 shall be charged at the percentage rate for New Construction or Alterations/Repairs and not on the line item basis.

**SCHEDULE OF CHARGES FOR BUILDING,
PLUMBING, ELECTRICAL, MECHANICAL AND
OTHER RELATED PERMITS AND FEES**

A> BUILDING PERMIT FEES:

(1) General maintenance and repairs. Refer to City Code Section 151.04 (H).

(2) Upfront processing fee. When the building permit is received, the applicant shall pay an "upfront" processing fee equal to three dollars (\$3.00) for each one hundred (100) square feet, or fractional part thereof, or three dollars (\$3.00) for each one thousand dollars (\$1,000.00) of estimated valuation, or fractional part thereof. This processing fee is not refundable but shall be credited towards the final building permit fee.

(3) Structural processing fee. When a building permit application requires review by the structural plans processor, a non-refundable fee of seventy five dollars (\$75.00) <\$100> shall be added to the upfront fee on residential permits. Commercial permits shall be charged one hundred and twenty five dollars (\$125) <\$150>. Subsequent reviews required shall be charged at the same rates per review and shall be added to the total permit fee. Special reviews or reviews that require extra time shall be charged at a per hour rate for the Structural Engineer.

(4) General, New Construction or Additions. The permit fee for general or new construction shall be as follows:

a. New residences, duplexes, hotels, apartments and additions:

1. Per \$1.00 of estimated cost or fractional part...\$0.02 <\$0.003> (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)
2. Minimum fee: **\$100.00** <\$125>

b. Office buildings and store buildings (shell only), tenant improvements, interior alterations, parking garages, warehouses with minimum office space, swimming pools:

1. Per \$1.00 of estimated cost or fractional part...\$0.02 <\$0.003> (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)
2. Minimum fee: **\$100.00** <\$125>

c. Concrete patios, wood decks, driveways, concrete steps, walkways, screen enclosures, parking lots, tennis courts and landscaping (residential or business):

1. Minimum fee: **\$100.00** \$125
2. **\$0.15** \$18.8 per sq. ft. or fractional part thereof

d. Awnings, canopies, window, shutters, gates, wrought iron grills, doors and garage doors (residential or business):

1. Minimum fee: **\$100.00** \$125
2. **\$3.50** \$4.38 per each item or fractional part thereof

e. Roof and roof repairs, general repairs over \$300.00 (residential or business):

1. Minimum fee: **\$100.00** \$125
2. **\$0.10** \$0.13 per sq. ft. or fractional part thereof

f. Air conditioning screens, aluminum fences, wood fences (residential or business):

1. Minimum fee: **\$100.00** \$125
2. **\$0.65** \$0.81 per LF or fractional part thereof

g. Masonry fences, wrought iron fences, retaining walls, railings (residential or business):

1. Minimum fee: **\$100.00** \$125
2. **\$0.85** \$1.06 per LF or fractional part thereof

h. Chain link fences (residential or business):

1. Minimum fee: **\$100.00** \$125
2. **\$0.30** \$0.38 per LF or fractional part thereof

I. Signs:

1. Minimum fee: **\$100.00** \$125
2. **\$2.00** \$2.50 per sq. ft. or fractional part thereof
3. **Contractor Signs: \$20.00** \$25.00

J. Housing and building moving:

1. Per building or structure: **\$100.00** <\$125>
2. For each 100 sq. ft. or fractional part thereof: \$10.00 <\$12.50>

K. Demolition (residential or business):

1. Minimum fee: **\$100.00** <\$125>
2. \$0.05 <\$0.06> per sq. ft. or fractional part thereof

L. Utility sheds

1. Per building or structure: **\$100.00** <\$125>

M. Alteration or repair (residential or business):

1. Minimum fee: **\$100.00** <\$125>
2. Per \$1000.00 of value or fractional part thereof: \$30.00

N. Minimum Permit. A Minimum Permit shall be allowed in cases where the value of the job is below \$500 and the Permit requires only one review and one inspection. Such Permit shall have a fee of \$50.00. Minimum Permits must have the prior approval of either the Building Official, the Director of Building and Code Compliance, or his/her designee.

(5) Valuation. The method of determining minimum valuation on which permits are based as covered above shall be established by the building director <Building Official> in conjunction with the Dade County Office of Code Compliance.

(6) Miscellaneous fees. The City shall charge and collect the following fees for re-inspection, double permits, lost plans, revised plans, and second re-inspection fees, to wit:

a. **Re-inspection fees.** Refer to Code Section 151.06(B)(1).

b. **Double fees.** Refer to City Code Section 151.06(A).

c. **Lost plan fee.** When plans for new buildings and additions are lost by the owner or the contractor, a recertification will be required to review, stamp, and approve a new set of plans as a field copy. The fee shall be thirty (30) percent of the original building permit fee up to a maximum of five hundred dollars (\$500.00). The lost plan fee shall never be lower than fifty dollars (**\$50.00**) <\$100.00>.

f. **Extension of expired permits.** A fee of one hundred dollars (**\$100.00**) <\$125.00> shall be paid by the permit holder who submits a written request for a permit extension as authorized under Section 304.3(b) of the South Florida Building Code.

g. **Shop drawing review.** A fee of seventeen dollars and fifty cents (\$17.50) per sheet shall be charged for reviewing shop drawings.

h. **Certificate of occupancy and certificate of completion.** One hundred dollars (\$100.00) <\$125> each.

i. **Temporary certificate of occupancy and temporary certificate of completion.** Sixty-five dollars (\$65.00) each. Failure to renew temporary certificate of occupancy or temporary certificate of completion (\$100.00) <\$125.00>.

J. **Permit card replacement** shall carry a fee of thirty dollars (\$30.00).

K. **Change of contractor.** The fee for a change of contractor shall be thirty (30) percent of the original permit fee.

L. **Forty year certification fee.** For every application for forty year certification under section 104.9, South Florida Building Code, there shall be paid to the City, for the processing of each application, a fee of two hundred fifty dollars (\$250.00). For every application for subsequent recertification at ten year intervals thereafter, there shall be paid to the City, for the processing of each application, a fee of one hundred dollars (\$100.00) <\$125.00>

M. **Courtesy inspection fee.** When a homeowner requests that a courtesy inspection be performed by a code enforcement officer in order to establish if any City Code violations exist, and a written report is prepared, a fee of one hundred dollars (\$100.00) <\$125.00> shall be paid to the City.

N. **Change of use and occupational license inspection.** Whenever a new occupational license or new occupancy is applied for, a fee of one hundred dollars (\$100.00) <\$125> shall be paid to the City for inspection of the premises prior to the issuance of said license. This fee is non refundable and does not apply towards the licensing fee.

O. A fee of twenty-five dollars (\$25.00) shall be charged for the preparation and submission of any **letters requested** by any citizen or third party regarding any building information on any property in the city.

P. A fee of fifty cents (.50) per \$1,000 job cost, or fractional value of work to be done as has been mandated by Dade County Code Compliance Office under County ordinance 91-74. This **code compliance fee** shall be in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.

Q. A fee of one cent (.01) per square foot shall be paid to the City for the purpose of **Radon Surcharge** as mandated by the State of Florida Department of Business Regulation and the Department of Health and Rehabilitation Services under Florida Administrative Code Section

468.631 and Section 10D-91.1314, respectively, in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.

R. Construction completion bond in the amount of \$250.00 shall be assessed on every permit which is valued in excess of \$2500.00. This bond will be refunded upon the approval of the final inspection or upon the issuance of a certificate of completion or certificate of occupancy.

S. Special Project Fees. The Building Official or designee has the authority to invoice for reimbursement of actual costs on projects requiring services not provided for in the current fee schedule. The invoice will be based on estimated time needed for the project times the current hourly rate of the Building Official or his designee.

T. Conditional Re-Occupancy Agreement-\$500

Conditional Code Compliance Agreement-\$500

Unsafe Structures Board filing-\$500 plus costs as billed by the Unsafe Structures Board.

(7) Refunds. The refunding of any permit fees shall be as follows:

a. There shall be no permit fees refunded for completed permitted work.

b. The Building Director may recommend the refund of 70% of all refundable permit fees so long as no work has commenced within 90 days of permitting and no permits have been voided. However, the fee collected for the examination of plans and specifications shall not be refundable.

c. If at any time a permit is canceled for any reason, at such time as a new permit is requested, a complete processing of plans and permit fee shall be required to include reviews by all required trades and applicable boards.

B> ELECTRICAL PERMIT FEES:

(1) Minimum fee.	\$100.00 \$125
a. Temporary service for testing purposes, construction (plus fees listed below for 101 amps & over)	50.00 62.5
b. Service repair and/or meter change (adding 3rd phase)	40.00 50
c. Temporary for testing, for a period of 30 days	40.00 50
d. Renewal, for additional 30 days	40.00 50

e. Signs (each) 40.00 <50>

(2) Services. In addition to the foregoing the following fees shall be charged for each service and each feeder (feed rail):

- a. 100 amps and under 30.00 <37.5>
- b. 101 amps thru 200 amps 35.00 <43.75>
- c. 201 amps thru 400 amps 40.00 <50>
- d. 401 amps thru 600 amps 50.00 <62.5>
- e. 601 amps thru 800 amps 55.00 <68.75>
- f. For each 100 amps over 800 amps 5.00 <6.25>

(3) Switchboards. Fees are the same as the fees under “services” computed on amps, as set forth in (2) above.

(4) Rough wiring outlets. (light, receptacle, switch, sign and also telephone and other low voltage outlets):

- a. 1-10 outlets 20.00 <25.00>
- b. Each additional outlet 2.00 <2.50>

(5) Low voltage systems. Items listed below but, not limited to:

- a. Burglar alarms, television systems, fire alarm or intercom systems, each 30.00 <37.5>
Each device 2.00 <2.50>
- b. Fire alarm and/or fire pump test, per hour 50.00 <62.5>

(6) Equipment outlets or permanent connections:

- a. Air conditioners, window and through wall units 10.00 <12.50>
- b. Compactor 10.00 <12.50>
- c. Deep freezer 10.00 <12.50>
- d. Dishwasher 10.00 <12.50>
- e. Dryer 10.00 <12.50>
- f. Fan 10.00 <12.50>
- g. Garbage disposal 10.00 <12.50>
- h. Heat recovery 10.00 <12.50>
- i. Oven 10.00 <12.50>
- j. Range/range top 10.00 <12.50>
- k. Refrigerator (domestic) 10.00 <12.50>

l. Refrigerator (commercial per HP, see motor schedule)	10.00 <12.50>
m. Space heater	10.00 <12.50>
n. Time clock	10.00 <12.50>
o. Washing machine	10.00 <12.50>
p. Water heater-boiler (electrical)	10.00 <12.50>
(7) Air conditioners, central, per ton	7.00 <8.75>
(8) Clear violations inspection, new tenants	50.00 <62.5>
(9) Motors:	
a. Up to 5 HP	10.00 <12.50>
b. 5 HP - 10 HP	30.00 <37.5>
c. Over 10 HP (additional per HP)	2.00 <2.50>
(10) Generators, transformers, commercial heating equipment and strip heaters:	
a. Up to 5 KW	10.00 <12.50>
b. Up to 10 KW	16.00 <20.00>
c. 10 KW - 25 KW, each	30.00 <37.5>
d. Over 25 KW, each	50.00 <62.5>
e. Transformers for X-rays	18.00 <22.5>
(11) Welding machine outlets:	
a. Up to 50 amps	20.00 <25.00>
b. Each additional 50 amps or fraction thereof	10.00 <12.50>
(12) Special purpose outlets, commercial: Popcorn, doughnut, drink machines; coin-music machines; toasters; coffee urns; espresso machines; deep fryers; telephone booths; refrigerator display cases; etc., each	20.00 <25.00>
(13) Temporary work on circuses, carnivals, outdoor events...	
Minimum Fee	150.00 <187.50>
(14) Fixtures:	
a. Lights:	
1. 1 - 10 sockets	10.00 <12.50>
2. 1 - 10 fluorescent tubes	10.00 <12.50>
b. Each additional	1.00 <1.25>

- a. First \$1,000.00 value or fractional part thereof 75.00 <93.75>
- b. Each additional \$1,000.00 value or fractional part thereof 25.00 <31.25>

(3) **Natural gas and liquefied petroleum rough and set at seven dollars (\$7.00) <8.75> rough-in, seven dollars (\$7.00) <8.75> set on each fixture if part of the same permit application. (See minimum fee above.)**

(4) **Grease trap** 35.00 <43.75>

(5) **Interceptor** 35.00 <43.75>

(6) **Wells** 35.00 <43.75>

(7) **Sewer connection** 35.00 <43.75>

(8) **Water service** 35.00 <43.75>

(9) **Sewer capping** 35.00 <43.75>

(10) **Septic tank** 50.00 <62.50>

(11) **Soakage pit** 35.00 <43.75>

(12) **Catch basin** 25.00 <31.25>

(13) **Interceptor-grease-oil** 35.00 <43.75>

(14) **Solar water heaters, installation or repair** 35.00 <43.75>

(15) **Heat recovery systems** 35.00 <43.75>

(16) **Pool piping** 35.00 <43.75>

(17) **Drain field** 35.00 <43.75>

(18) **Pump and abandon septic tank** 35.00 <43.75>

(19) **Roof drains & area drains** 35.00 <43.75>

(20) **Lawn Sprinkler System** 35.00 <43.75>

(21) Backflow prevention device

Up to 2" (inches)	35.00 <43.75>
Over 2" (inches)	50.00 <62.50>

(22) Fire Sprinklers

Each Siamese	25.00 <31.25>
Each Post Indicator Valve	25.00 <31.25>
Each Roof Manifold	25.00 <31.25>
Each Fire Pump	35.00 <43.75>
Each Sprinkler Head	0.75 <0.94>
Connection to municipal water supply	25.00 <31.25>

D> MECHANICAL PERMIT FEES:

The building department shall charge and collect for mechanical permits at the following rate:

(1) Air conditioning and refrigeration:

a. Minimum fee	100.00 <125>
b. per ton or fractional part of ton	12.00 <15.00>

(2) Condensate drains:

a. First	12.00 <15.00>
b. Each additional	5.00 <6.25>

(3) Heating units:

a. First 5 units, each unit	25.00 <31.25>
b. Each unit thereafter	15.00 <18.75>
c. Each and every unit capable of heating; furnaces and heating equipment, including commercial dryers, ovens, other fired objects not elsewhere classified. Includes all component parts of the system except fuel and electric lines.	

1. For the first 200,000 BTU or fractional part	35.00 <43.75>
2. For each additional 100,000 BTU or fractional part	20.00 <25.00>
3. Ductwork:	
a) first \$1,000.00 value	35.00 <43.75>
b) each additional \$1,000.00 value or fractional	

(8) Cooling tower:

- a. Up to 10 tons 50.00 <62.50>
- b. Each additional 10 tons or fractional part thereof 15.00 <18.75>

(9) Ventilation and ventilation systems:

- a. Up to \$1,000.00 in value 35.00 <43.75>
- b. Each additional 10 tons or fractional part thereof 15.00 <18.75>

(10) Fireplace (each)

50.00 <62.50>

(11) Bath fans, vented:

- a. First 15.00 <18.75>
- b. Each additional 10.00 <12.50>

(12) Vented kitchen hoods, residential

25.00 <31.25>

(13) Storage tanks for flammable liquids (gas), per tank

40.00 <50.00>

(14) Piping for flammable liquids:

- a. First \$1,000.00 in value 50.00 <62.50>
- b. Each additional \$1,000.00 or fractional part thereof 25.00 <31.25>

(15) Chemical fire suppression system (each)

50.00 <62.50>

(16) Commercial hoods and fans (each)

75.00 <93.75>

(17) Exhaust fans/power vents (each)

35.00 <43.75>

(18) Unfired pressure vessels (each)

35.00 <43.75>

(19) Yearly smoke evacuation test

200.00 <250.00>

E> PORTABLE STORAGE UNITS

- (1) Portable Storage Units (PSU)**
- PSU Renewal**

100.00 <125>
100.00 <125>

PLANNING AND ZONING FEES

(1)	Zoning and Planning Board Application Fees (Sec. 150-103) Residential Commercial *Plus costs of recovery	1,000.00 <2,000.00*> <2500.00*>
(2)	Petition for Zoning Change (Sec. 150-104) ... Residential Commercial *Plus actual accosts of mailing and publication	<3,000.00*> <6,000.00*>
(3)	Applications for Variances (Sec. 150-112)	
	Minimum Fee (Residential)...	100.00 <350.00>
	Minimum Fee (Commercial)...	200.00 <350.00>
	Building Projects under \$10,000...	150.00 <400.00>
	Building Projects over \$10,000 in value (Residential) ...	250.00 <500.00>
	Building Projects over \$10,000 in value (Commercial) ...	500.00 <1,000.00>
(4)	Appeals from Denials of Variance Applications (Sec. 150-111) Residential Commercial	100.00 <500.00> 200.00 <600.00>
(5)	Zoning-Permit Review Fee Residential Commercial *Plus 50% of fee for rework after second disapproval	<100.00*> <200.00*>
(6)	Zoning Code Ammendments Residential Commercial	<4,250.00> <4,250.00>
(7)	Comp Plan Ammendments *Plus cost recovery including consultants	<5,000.00*>
(8)	Modification or Release of Covenant	<500.00>
(9)	Street or Alley Vacation Application	<4,000.00>
(10)	Zoning Verification (Liquor License)	
	2APS	<160.00*>
	2COP	<200.00*>
	4COP	<450.00*>

***Plus \$250.00 for preparation of covenant if applicable (Optional)**

(11)	Zoning Verification-Other Residential	<150.00>
	Commercial	<200.00>
(12)	FIRM Rate Map Determination Current	<50.00>
	Historic	<75.00>

G> TREE RELATED FEES

(1)	TREE REMOVAL APPLICATION	<\$35.00>
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H> SERVICES NOT SPECIFIED IN FEE SCHEDULE

The Building Department reserves the right to establish an appropriate fee for any service or item not otherwise provided for in this Schedule of Fees in accordance with the normal and customary charges and fees established by other jurisdictions for such services and items, but, however, subject to final determination by the City Building Official. All permits with a Market Value for the job in excess of \$2,000 shall be charged at the percentage rate for New Construction or Alterations/Repairs and not on the line item basis.



CITY OF MIAMI SPRINGS
Public Services Department
345 North Royal Poinciana Blvd.
Miami Springs, FL 33166-5259
Phone: (305) 805-5170
Fax: (305) 805-5195

Agenda Item No.

City Council Meeting of:

09-10-2012

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Ronald Gorland, City Manager *flow*
FROM: Thomas W. Nash Public Works Director & City Arborist
DATE: September 6, 2012

RECOMMENDATION: *Tropical Audubon Society Central Everglades Planning Process (CEPP) Resolution*

I have reviewed the CEPP package and support the program for Everglades Restoration by Resolution. Either Ms. Susan Shapiro or Laura Reynolds will be here make a 3-5 minute presentation and answer questions.

RESOLUTION NO. 2012-3560

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MIAMI SPRINGS, FLORIDA;
SUPPORTING THE CENTRAL EVERGLADES
PLANNING PROJECT FOR THE
RESTORATION OF THE CENTRAL
EVERGLADES; EFFECTIVE DATE**

WHEREAS, the Greater Everglades Ecosystem is a globally imperiled habitat and the primary source of drinking water for the City of Miami Springs; and,

WHEREAS, Everglades National Park is critical to South Florida's tourism, with nearly a million visitors each year; thirty percent of whom are from outside the United States; and,

WHEREAS, the Everglades ecosystem has continued to decline in the face of restoration delays and an expedited solution is needed to increase the quality, quantity, timing and distribution of freshwater flows into the central Everglades, Everglades National Park, and Florida and Biscayne Bays; and,

WHEREAS, increased deliveries of water south of Lake Okeechobee will reduce damaging discharges to the Caloosahatchee and St. Lucie estuaries; and,

WHEREAS, the goal of the Central Everglades Planning Project (CEPP) is to significantly reduce planning times and deliver a finalized plan for a suite of restoration projects in the central Everglades within eighteen months; and,

WHEREAS, full support and funding by the State of Florida and the U. S. Congress is needed to implement this project that will protect regional water supply, create much needed jobs and strengthen the local economy:

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

Section 1: That the foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption thereof.

Section 2: That the City Council of the City of Miami Springs hereby supports the completion of a Project Implementation Report (PIR) by the South Florida Water Management District and U. S. Army Corps of Engineers through the CEPP by May 2013 that addresses key obstacles for restoring freshwater flows and implements meaningful ecological and economic benefits toward restoring America's Everglades.

Section 3: That the provisions of this Resolution shall become effective immediately upon adoption by the City Council.

Resolution No. 2012-3560

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,
this 10th day of September, 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	“ _____ ”
Councilwoman Bain	“ _____ ”
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. 2012-3560

Magali Valls

From: David Warfel [davidwarfel@gmail.com]
Sent: Tuesday, August 07, 2012 2:29 PM
To: Ron Gorland; Mayor Xavier Garcia
Cc: Magali Valls
Subject: Central Everglades Planning Process (CEPP) Resolution
Attachments: CEPP letter to Miami Springs 09-07-12.docx; CEPP Resolution - Miami Springs 09-07-12.doc; Mather Study of Economic Benefits from Everglades Restoration.pdf

Dear Mayor Garcia and City Manager Gorland:

I am writing to ask for your support to bring much needed water security to the South Florida Region by pledging your municipality's support for Everglades Restoration. We find ourselves at a critical juncture. Scientists say we have less than 15 years to make critical changes to Florida's plumbing to ensure a cheap water supply and at the same time enhance tourism and home values by restoring the wildlife to South Florida.

The **Comprehensive Everglades Restoration Plan** is on the verge of installing the most critical projects to restore water flow from Lake Okeechobee to Everglades National Park. Both the U.S. Army Corp of Engineers (USACE) and the South Florida Water Management District (SFWMD) are working to centralize planning of 4 projects at the heart of restoring water to the 'River of Grass'. They are seeking public input and support before requesting Congressional approval of their Project Implementation Report for the **Central Everglades Planning Process**.

Please help accelerate the approval process to implement these important water flow projects by showing the City of Miami Springs' commitment. Attached to this email is a draft resolution for your consideration to sign in support of the important work to restore the Everglades, to 'get the water right' on 'Quality, Quantity, Timing, and Distribution'. The citizens of your jurisdiction and the State of Florida will have greater water security now and for future generations. It is important to realize that Florida depends on the Everglades for 1/3 of its population's water supply. Also attached to this package is the Mather Study from 2010 that explains the many economic benefits we will garner in this region as a result of Everglades Restoration.

Please express your support for the Central Everglades Planning Project by passing the resolution attached here. Once you have approval or you have scheduled this item for approval, please let us know so we can track your progress and provide support to you. The municipalities of Aventura, Coral Gables, Miami Beach, South Miami, Sunny Isles Beach, and Pinecrest have already pledged their support and we hope you will do the same.

Should you have any questions please feel free to contact me: David Warfel via phone [305.903.2321](tel:305.903.2321) or email davidwarfel@gmail.com. I can arrange a meeting for you with our executive director, Laura Reynolds to discuss this issue further. We are available to attend your scheduled Commission meeting to offer support and to respond to additional questions that may arise.

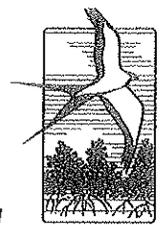
Thank you in advance for your consideration of this important matter.

Sincerely,

David Warfel

Intern, Tropical Audubon Society

9/5/2012



August 7, 2012

RE: Support Central Everglades Planning Process (CEPP)

Dear Mayor Garcia and City Manager Gorland:

I am writing to ask for your support to bring much needed water security to the South Florida Region by pledging your municipality's support for Everglades Restoration. We find ourselves at a critical juncture. Scientists say we have less than 15 years to make critical changes to Florida's plumbing to ensure a cheap water supply and at the same time enhance tourism and home values by restoring the wildlife to South Florida.

The **Comprehensive Everglades Restoration Plan** is on the verge of installing the most critical projects to restore water flow from Lake Okeechobee to Everglades National Park. Both the U.S. Army Corp of Engineers (USACE) and the South Florida Water Management District (SFWMD) are working to centralize planning of 4 projects at the heart of restoring water to the 'River of Grass'. They are seeking public input and support before requesting Congressional approval of their Project Implementation Report for the **Central Everglades Planning Process**.

Please help accelerate the approval process to implement these important water flow projects by showing the City of Miami Springs' commitment. Attached to this email is a draft resolution for your consideration to sign in support of the important work to restore the Everglades, to 'get the water right' on 'Quality, Quantity, Timing, and Distribution'. The citizens of your jurisdiction and the State of Florida will have greater water security now and for future generations. It is important to realize that Florida depends on the Everglades for 1/3 of its population's water supply. Also attached to this package is the Mather Study from 2010 that explains the many economic benefits we will garner in this region as a result of Everglades Restoration.

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Thank you in advance for your consideration of this important matter.

Sincerely,

David Warfel

Intern, Tropical Audubon Society



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

Agenda Item No.

City Council Meeting of:

09-10-2012 

TO: Honorable Mayor Garcia and Members of the City Council

VIA: Ronald Gorland, City Manager 

FROM: William Alonso, Assistant City Manager/ Finance Director 

DATE: September 6, 2012

RECOMMENDATION:

Recommendation that Council waive the competitive bid process and approve an expenditure of \$63,700.00, to Island Fence of Dade for 29 concrete pilasters, (2) 8' double gates and (1) 3' double gate for the Curtiss Mansion, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION:

The goals of CMI and the City are complete the Curtiss Mansion renovation project as soon as possible, however some miscellaneous projects must still be completed. Time is of the essence and an RFP process would be very time consuming.

Therefore, in an effort to complete these projects, we opted to bypass the RFP process (which would require 30-45 days) and instead obtained written quotes (these quotes were solicited by CMI) for each of the tasks remaining, one being, to install decorative fences with double gates and another to install concrete pilasters at the Mansion.

6 vendors were notified and each was provided with Design plans A-1 showing the details of the project of which only 3 quotes were obtained. All the written quotes were initially evaluated by Roy Rodriguez, JoEllen Phillips and Manuel Perez-Vichot of CMI. Tammy Romero, Professional Service Supervisor also reviewed the quotes for consistency.

Island fence was determined to be the lowest most responsive responsible quote (as a combined quote) for both the fence/gates and concrete pilasters. The installation will be managed by Roy Rodriguez of TGSV, who has managed the entire project, thus far.

Attached are copies of the quotes obtained.

COST: \$ 63,700.00

FUNDING: Historic Tax Credit proceeds or City reserves based on Council's decision

PROFESSIONAL SERVICES APPROVAL: 



ISLAND FENCE OF DADE

CALL US FOR ALL YOUR FENCING NEEDS!

711 Okeechobee Rd., Hialeah, FL 33010

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

BROWARD: (954) 450-6105

Email: islandfence@islandfence.com

www.islandfence.com

ani@tgsv.com

DADE: CC# 98-BS00247

BROWARD: CC#90-5718FX

PROPOSAL - CONTRACT

CUSTOMER'S NAME Curtiss Mansion TGSV Enterprises, Inc. Ani Roque		DATE 6/29/2012	
STREET 500 Deer Run / 1301 W 68th Hialeah		CITY Miami Springs	
HOME PHONE	BUSINESS PHONE 305-823-5755	FAX	
STATE FL		ZIP 33166	
CELL PHONE 305-401-2190			
CHAINLINK			
Overall Length	Overall Height	<p>(99) 6" x 16" x 6" Concrete Column w/ Stucco Finish. (metal plaque to be provided by customer)</p> <p>510' x 6' Aluminum Fence As per plans</p> <p>(2) 8' Double Gates x 6' high (16' opening)</p> <p>(1) 3' Double Gate x 6' high (6' opening)</p>	
Gauge O/L Wire	Fabric Color		
Frame Color	K Up B Up		
Line Posts	Term/Corner Posts		
Top Rail	Line Post Space		
D. Drive/Roll Gate	Walk Gate		
Gate Post	Tension Wire		
WOOD			
Overall Length	Overall Height		
Style Fence	Board Size		
P.T. Pine Posts	Post Spacing		
P.T. Pine Stringers	Steel Gate Frame (s)		
	Galv. Vinyl		
Walk Gate	Double Drive Gates		
ORNAMENTAL			
Style	Steel		
SEE PLANS			
Aluminum	Fence Color		
<input checked="" type="checkbox"/>	Black		
Overall length	Overall Height		
548'	6'		
Picket Size	Picket Spacing		
1x1	4"		
Walk Gate	W. Gate Post		
	2x2		
Line/Term Post	Post Spacing		
2x2	6'		
Options	Drive Gate		
SEE PLANS	3		
MAINTENANCE CONTRACT <input type="checkbox"/> Y <input checked="" type="checkbox"/> N YEARS _____ # OF GATE OPERATORS 0 <input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL MODEL 0 TYPE: <input type="checkbox"/> SLICE <input checked="" type="checkbox"/> SWING PHOTOCELL <input type="checkbox"/> Y <input checked="" type="checkbox"/> N # OF LOOPS 0 # OF REMOTES 0 CONC. PAD <input type="checkbox"/> Y <input checked="" type="checkbox"/> N TEO: <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL # OF RESID. 0 MODEM <input type="checkbox"/> Y <input checked="" type="checkbox"/> N KEYPAD <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PEDESTAL: <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL PRICE INCLUDES ADDITIONAL CHARGE FOR DIST PILE REMOVAL <input checked="" type="checkbox"/> <input type="checkbox"/> TAKE DOWN EXIST: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Part TYPE/FOOTAGE _____ HAUL AWAY: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N AUGER ACCESS <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Part 10' FT. ACC. TEMP FENCE <input type="checkbox"/> Y <input checked="" type="checkbox"/> N FT. HT. SELF CLOSER(S) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N TYPE _____ WELDING ON SITE <input checked="" type="checkbox"/> Y <input type="checkbox"/> N PROPERTY PINS FOUND <input type="checkbox"/> RLF <input type="checkbox"/> RLR <input type="checkbox"/> LILF <input type="checkbox"/> LLR <input checked="" type="checkbox"/> Other FENCE LINE CONFLICTS WITH EXISTING SPRINKLERS <input type="checkbox"/> Y <input checked="" type="checkbox"/> N CUSTOMER TO CLEAR FENCE LINE <input checked="" type="checkbox"/> Y <input type="checkbox"/> N # CORE DRILLS _____ WATER <input checked="" type="checkbox"/> Y <input type="checkbox"/> N HOSE REQ. 100 ELECTRIC <input checked="" type="checkbox"/> Y <input type="checkbox"/> N CORD REQ. 100 PRIMARY ELECTRIC BY OTHERS <input checked="" type="checkbox"/> Y <input type="checkbox"/> N ASPHALT <input type="checkbox"/> Y <input checked="" type="checkbox"/> N CONCRETE FOOTING _____			
OPTION 'B'		PROPOSAL/CONTRACT SALE PRICE	
\$63,700.00 plus cost Design of gate		CONTRACT PRICE \$64,700.00 PERMIT COST plus cost TOTAL LESS DEPOSIT BALANCE DUE UPON COMPLETION	

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

CUSTOMER'S SIGNATURE _____

SEE REVERSE SIDE FOR WARRANTY INFORMATION

APPROVED AND ACCEPTED DATE _____

SALES REP

Nestor Lopez

All Metals Corporation

9550 NW 12 St. Bay # 12

Doral, FL 33172

Office: 305-477-3464

FAX: 305-477-8290

Proposal

Date	Estimate #
7/18/2012	12-103

Name / Address
T.G.S.V. Enterprises Inc. 1301 West 68th Street Hialeah, FL 33014

Ship To

P.O. No.	Terms	Project
	25% deposit bal acc. to advance	

Description	Total
Furnish & Install approximately 470 lf of aluminum decorative fence, two double gate x 8' each leaf and one double gate 6' each leaf according to design on plan A-1. Same price on doors for design option 1 or 2 Finish: ESP Paint	78,000.00
Total	\$78,000.00

Client Signature _____

Signature _____

Ani R. Roque

From: Tropic Fence [tropicfence.bids@bellsouth.net]
Sent: Wednesday, July 11, 2012 5:12 PM
Subject: RE: Curtiss Mansion - Request for Fence Proposal

Ani, Tropic Fence will not be bidding this project..



Regards,
Steve Nespoli

From: Ani R. Roque [mailto:ani@tgsv.com]
Sent: Wednesday, July 11, 2012 2:08 PM
To: 'Tropic Fence'
Subject: RE: Curtiss Mansion - Request for Fence Proposal

Steve,
I received your message please send me an E-mail stating that you will not be bidding this project. We need to submit it to the city.

Best Regards,

Ani R. Roque
Assistant Project Manager



ENTERPRISES, INC. General Contractor / Construction Manager

1301 West 68th Street • Hialeah, Florida 33014
t: 305.823.5755 • m: 305.401.2130 • e: ani@tgsv.com

From: Tropic Fence [mailto:tropicfence.bids@bellsouth.net]
Sent: Wednesday, June 27, 2012 3:42 PM
To: Ani R. Roque
Subject: RE: Curtiss Mansion - Request for Fence Proposal

Ani, does TGSV own this job. Also are you looking for prices for all 3 styles of gates or has the owner already picked on of the options.

Steve Nespoli

From: Ani R. Roque [mailto:ani@tgsv.com]
Sent: Wednesday, June 27, 2012 1:51 PM
To: 'tropicfence.bids@bellsouth.net'
Cc: Roy Rodriguez
Subject: Curtiss Mansion - Request for Fence Proposal

CHAIN LINK

Specializing in Repair
New Fence Wood
Chain Link • Iron • Aluminum
Cell (786) 222-3301



PROPOSAL - CONTRACT

CUSTOMER'S NAME: **T G S U** DATE: **7-18-12**

STREET: **CURTISS MANSION** CITY: **MIAMI SPAIN** STATE: _____ ZIP: _____
HOME PHONE: **500 DEER RUN** BUSINESS PHONE: _____ FAX: _____ MOBILE/RECEIVER: _____

CHAIN LINK

Overall Length	Overall Height
Gauge C/L Wire	Fabric Color
Barb Wire	K Up B Up
Frame Color	Form / Corner Posts
Line Posts	Line Post Spacing
Top Rail	Walk Gate
Razor Wire	Drive/Roll Gate
Gate Post	Wall Mount
San Fains	Tension Wire

FENCE TO BE INSTALLED AT:

29 COLUMBA	30,000.00
553 REJO	38,710.00

WOOD

Overall Length	Overall Height
Style Fence	Post Inc.
Good Side In (GSI)	Good Side Out (GSO)
1 x 2 Strips	2 x 2 Strips
IN OUT	IN OUT
Wood Type of Boards	Board Size
Board Spacing	Dog Carved
YES NO	
Post Spacing	
Steel Gate Frame(s)	
Galv Vinyl	
Double Drive Gates	
D. Gate Post	
# Shot On	Partels
Drive Gate	Walk Gate

AUGER ACCESS Y N Part _____ FT. ACC. TEMP FENCE Y N _____ FT. HT. SELF CLOSER(S) Y N TYPE: _____
 PRICE INCLUDES ADDITIONAL CHARGE FOR DIAT PILE REMOVAL. Yes No INITIALS REQUIRED: CUSTOMER _____ SALES REP. _____
 FENCE LINE VISUALLY CONFLICTS WITH EXISTING SPRINKLERS Y N INITIALS REQUIRED: CUSTOMER _____ SALES REP. _____
 PROPERTY PINS FOUND L.F. R.F. L.F. R.F. Other _____ CUSTOMER TO CLEAR FENCE LINE Y N
 CORE DRILLS _____ WATER Y N HOSE REQ _____ ELECTRIC Y N CORD REQ _____ ASPHALT Y N
 TAKE DOWN EXIST. Yes No Part TYPE/FOOTAGE: _____ HAUL AWAY: Yes No
 CONCRETE FOOTING X HOMEOWNER'S ASSOC. LETTER REQ PRIOR TO PERMIT PRIOR TO INSTALLATION
SPECIAL INSTRUCTIONS: _____

ORNAMENTAL

Material	Style	Steel	Aluminum	OPTION "B"	PROPOSAL/CONTRACT SALE PRICE	OPTION "A"
Overall Length	Overall Height	Picket Size	Picket Spacing	CONTRACT PRICE		69,000.00
				PERMIT		
				TOTAL		12,000.00



CONSTRUCTION CORP.

CONTRACT PROPOSAL FOR MISCELLANEOUS WORK

Date: July 18, 2012

Attn: Roy Rodriguez
Company name: TGSV Enterprises, Inc.
Address: 1301 West 68th Street
City, State, Zip: Hialeah, Florida 33014
Tel. No.: 305-823-5755
Fax No.: 305-558-9020
Email:

Project: Curtiss Mansion
Site Fence
Address: 500 Dear Run
Miami Springs, Florida 33166

Project Name: Curtiss Mansion -- Fence Enclosure
Proposal Number: 12-0035
Drawing(s) Number: A-1 dated 6-15-12

PP3 Construction Corp. (hereinafter "PP3") is pleased to submit this Proposal to perform the **Concrete, Stucco & Paint** work for the above-referenced project in the amount of **Thirty-two Thousand Seven Hundred Thirty-four and 00/100 Dollars (\$ 32,734.00)**. If you sign this Proposal, then for and in consideration of PP3's service and for their good and valuable consideration, PP3 sets for the following terms and conditions.

TERMS AND CONDITIONS

The following is included in this Proposal

- I. All excavation, backfill and site grading where disturbed by new construction. (No Landscaping is included)
- II. All concrete footing, columns and caps.
- III. All Stucco on new columns only.
- IV. All painting of new columns.

Alternate No. 1

Provide aluminum fencing with Option No. 1 Gates Add \$ 50,000.00
 Provide aluminum fencing with Option No. 2 Gates Add \$ 50,800.00

Exclusions: The following is NOT included in this Proposal unless specifically stated otherwise:

1. OVERTIME. The work week is the standard 40-hour Monday-Friday work week. Any overtime required by PP3 shall be an additional cost to the customer.
2. EXISTING CONDITIONS: PP3 shall not be responsible for existing conditions not specifically addressed in this Proposal.
3. UTILITIES: Customer is responsible for making PP3 aware of each and every utility serving customer's premises *and* on or about customer's premises, including but not limited to, underground piping, underground cables and lines, power lines, phone lines, water lines, conduit, cables and other systems, (collectively referred to as "utilities"), which may interfere with the work of PP3.
4. The designated work area should be free of any personal or salvageable items the owner may want to keep before work begins in that area.
5. Unless included elsewhere in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6. PP3 will coordinate schedule of work with owner. It will be the owner's responsibility to provide unobstructive access to work area.
7. Plans, Permitting processing and Permits are not included.

Payment Schedule:

- Mutually agreed upon terms.

General Conditions:

1. PP3 shall not be liable for any loss, damage, or delay whether direct or indirect, whether by error or omission, not caused by PP3, including but not limited to damages arising from designs, materials, equipment and work provided by a person other than PP3, nor Acts of God, civil or military intervention, work stoppages or labor disputes, weather conditions, acts of nature and other circumstances beyond PP3's control.
2. In order to protect PP3 from any liability resulting from PP3's entry onto Customer's property, to the fullest extent permitted by law, the Customer shall defend, indemnify and hold harmless PP3, its officers, directors, agents and employees (the "Indemnified parties") from and against any and all liability, damages, losses and costs of any kind attributable to bodily injury, sickness, disease, death, injury to or destruction of or loss of use of property, whether incurred by Customer or third-party, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, caused in whole or in part by any act, omission or default arising from this Agreement or its performance by PP3, its subcontractors, material men or agents of any tier of their respective employees, or the Indemnified Parties. Customer's selection of legal for any matter under this provision is subject to PP3's approval. Notwithstanding the foregoing, Customer's indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Indemnified Parties, or for statutory violations or punitive damages except and to the extent the statutory violations or punitive damages are caused by result from the acts or omissions of PP3 or any of its subcontractors, material men or agents of any tier of their respective agents of any tier of their respective employees. The parties hereto acknowledge and agree that to the extent that any portion of this indemnification provision is deemed void or unenforceable in any action or proceeding, and then such portion is considered severable and will not affect the remaining portions of this provision.
3. Customer shall be responsible at customer's expense to provide PP3 with adequate parking for company and employee vehicles at the jobsite.
4. Due to market conditions, all material or items set forth in this Proposal are good for 30 days from Proposal date. If you sign this Proposal, the contract price (s) is subject to price increase and subject to review every 30 (thirty) days, unless this Proposal expressly states that pricing for any such product or item is FIXED.
5. Unless approved and signed by the owner, neither overtime nor change orders are authorized under this Proposal
6. Customer acceptance of this Proposal and its approval by PP3's authorized representative will constitute the entire agreement for the work described herein. No change or addition to this agreement will be recognized, unless made in writing and properly executed by both parties.
7. All payments shall be made during the course of the project based upon work completed and/or time and material tickets. Customer shall make full payment on every invoice to PP3 within 10 days from invoice date. Late payments shall accrue interest at the highest legal rate. Customer is fully liable for all costs incurred by PP3 for any nonpayment on any invoices or portion thereof including but not limited to PP3's collection efforts, attorney's fees and costs, courts costs, arbitration and mediation. Failure to make proper payment to PP3 may result in a lien on your property per Florida Statutes Chapter 713.
8. This Proposal shall become null and void if not accepted within 30 days. No work shall commence until receipt of an executed copy of this Proposal.
9. **WARRANTY: PP3 Construction Corporation** warrants this work against defects in materials and workmanship for a period of 12 Months from the date of final completion.

AGREED AND ACCEPTED

PP3 CONSTRUCTION CORP.

TGSV ENTERPRISES, INC.

By: _____
PP3 Maintenance - Signature
 Name: Gabriel Rodriguez
(Print Name)
 Title: President
 Date: _____

Accepted by: _____
Customer's Signature
 Name: _____
(Print Name)
 Title: _____
 Date: _____



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 *Ron Gorland*
DATE: September 5, 2012

RECOMMENDATION:

That Council waive the competitive bid process and approve an expenditure not to exceed \$40,000 to James (Jim) Linn, Law Firm of Lewis, Longman and Walker P.A., for both the General Employee and Police retirement plans consulting pursuant to section **31.11(E)(4)(d)** of the City code.

DISCUSSION:

We are proposing waiver of the bid process since the issuance of an RFP/RFQ would delay the process by 30 to 60 days and the pension issues are of utmost importance and require timely solutions. In addition, the special qualifications and reputation of Mr. Linn provides us with a great level of comfort that there is no other person that is as highly qualified as he in the area of pension plans and pension reforms.

Mr. Linn estimates that the City's advisory needs should not exceed the \$40,000 requested (engagement letter and fees are in Attachment "A"). This expenditure will more than pay for itself in future years since the projected pension savings could total millions over the next 20 years. Due to the extreme complexity in the myriad State and Federal statutes associated with current day retirement plan development and management, it is very much in the City's best interest to immediately engage an acknowledged industry expert to advise us in possible changes to our current retirement plans and in the development of potential new retirement plan(s) for both our General Employees and for our Police Retirement Pension Plans. The current interpretation of long-standing statutes, much less the new laws associated with retirement plans, requires a very high level of expertise and reputation (Attachment "B") to advise the City.

Mr. Linn is considered to be such an expert. Even when polling other City Managers during the initial search phase for acknowledged retirement plan experts, Mr. Linn's name kept surfacing as the first plan advisor mentioned.

In addition to all the references provided, Jim Crosland, our labor attorney, has had extensive dealings with Mr. Linn and highly recommends him. In our conversations with Mr. Linn to date, both William Alonso and I have been very impressed. Additionally, because Mr. Linn speaks at so many conferences around the State, his reputation is further advanced by those that have heard him.

COST: \$40,000.00
FUNDING: Funding from available reserves



REPLY TO: TALLAHASSEE

August 27, 2012

Mr. Ron Gorland
City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

CONFIDENTIAL
ATTORNEY/CLIENT
PRIVILEGED

Re: Legal Representation of City of Miami Springs—Pension Matters

Dear Mr. Gorland:

On behalf of the law firm of Lewis, Longman & Walker, P.A., thank you for the opportunity to work with you on the above matter. The terms and conditions of our representation are outlined below.

1. Services. Lewis, Longman & Walker, P.A. will provide advice and representation on pension matters. I will be the shareholder in charge of this matter and will be primarily responsible for providing and supervising the legal services required. I will be responsible for ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation. Glenn Thomas, a shareholder who works with me on pension matters, will also be involved in this matter. We will use our best judgment to determine the amount of time, who is to perform specific tasks and work, and the nature of the services to be performed in your best interests.
2. Professional Fees. I will be the primary attorney working on your matter and my standard hourly rate for governmental pension matters is \$275.00. In addition to me, I may assign work to other attorneys or paralegals within the office, depending upon who can best do the work in the most efficient manner. The hourly rates for attorneys range from \$180.00 to \$285.00 per hour. The hourly rates for paralegals/law clerks range from \$125.00 to \$140.00 per hour. These rates will be in effect through December 2012 and may be modified annually thereafter in January of each subsequent year. We will provide you with our new rates along with the Firm's statement of services rendered in January of each year.

See Things Differently

BRADENTON
101 Riverfront Boulevard
Suite 620
Bradenton, Florida 34205

JACKSONVILLE
245 Riverside Avenue
Suite 150
Jacksonville, Florida 32202

TALLAHASSEE
315 South Calhoun Street
Suite 830
Tallahassee, Florida 32301

WEST PALM BEACH
515 North Flagler Drive
Suite 1500
West Palm Beach, Florida 33401

p | 941-708-4040 • f | 941-708-4024

p | 904-353-6410 • f | 904-353-7619

p | 850-222-5702 • f | 850-224-9242

p | 561-640-0820 • f | 561-640-8202

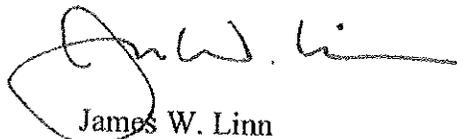
3. Costs and Expenses. The firm charges for costs and expenses incurred on your behalf for this representation. We have established a surcharge of 3.5% of fees to cover many of these costs and expenses. Attachment 1 sets forth the most commonly incurred costs and expenses and explains the terms of how they are billed as not every cost or expense is covered under the surcharge. We may advance these costs and seek reimbursement in our billings or we may at our discretion require you to deposit these costs with us before the costs are incurred.

4. Billing and Payment. We will bill you on a monthly basis for professional services rendered and expenses incurred in connection with this matter, less any retainer amounts applied against these services and expenses. You agree to pay the amount of each statement in full within twenty (20) days of the billing date. Should you question or dispute any items or any statement, you agree to notify us in writing of any such question or dispute within fifteen (15) days of the billing date, and we will assume you do not have any dispute if we do not hear from you in that time. Any amounts remaining unpaid for more than thirty (30) days from the date of billing shall bear interest at the rate of twelve (12%) percent per annum, compounded daily, until paid.

5. Client Documents. During the course of your matter, you may be required to provide to us documents such as pension plan documents, actuarial reports, etc. We will hold these records during the pendency of this matter. At the conclusion of this matter, you may contact us and make arrangements for the return of your records. It is your responsibility to secure the return of your records. We will retain the balance of your file for an appropriate time period. If arrangements are not made for the return of your records within six (6) years following the conclusion of your matter, they will be destroyed according to the guidelines set out in our Records Retention Policy.

We sincerely thank you for choosing our firm to assist you in this most important matter. If you agree with the foregoing terms and conditions, please sign in the space provided at the bottom of the letter, return the original to me, and retain a copy for your records. On behalf of the Firm, I look forward to assisting you in this matter.

Sincerely,



James W. Linn
JWL/es
Enclosure

CITY OF MIAMI SPRINGS

By: _____

Title: _____

Date: _____

ACCEPTED BY:

ATTACHMENT 1

Cost/Expense	Costs & Expenses Covered by The 3.5% Surcharge
Delivery Charges	Included within surcharge of 3.5% of hourly fees.
Messenger Service	Included within surcharge of 3.5% of hourly fees.
Overnight Express	Included within surcharge of 3.5% of hourly fees.
Tele -facsimile	Outgoing: Included within surcharge of 3.5% of hourly fees. Incoming: No charge
Photocopying	Inside copies: Included within surcharge of 3.5% of hourly fees.
Secretarial Overtime	No charge
Telephone Charges	Included within surcharge of 3.5% of hourly fees.
Word Processing	No charge
Cost/Expense	Costs & Expenses <u>Not</u> Covered by The 3.5% Surcharge
Photocopying	Outside services: Actual amount invoiced to firm.
Travel-Local/Surface	Reasonable mileage or actual rental charges.
Travel-Out-of-Town	Intrastate: Actual common carrier charges for coach. Interstate: Actual common carrier charges for coach Meals/Accommodations: Lowest corporate seasonal rate available, reasonable business related meal expenses.
Other Expenses	Actual cost invoiced to the firm. In selected cases, these items may be directly invoiced from vendor to client.
Computer Research	Actual usage + proportionate share of base subscription.
Court Reporters	Direct invoice from vendor to client or paid from retainer.



JAMES W. LINN

James W. "Jim" Linn is a shareholder in the Tallahassee office of Lewis, Longman & Walker, P.A. The firm has four offices (West Palm Beach, Jacksonville, Bradenton and Tallahassee) with 34 attorneys and three paralegals. Lewis, Longman & Walker represents a number of cities, counties, special districts and other governmental entities throughout Florida in employment, pension, environmental, land use, administrative and legislative matters. Mr. Linn has practiced law in Florida for more than 30 years. He was selected for inclusion in the 2009-2012 editions of "The Best Lawyers in America" in the areas of Labor & Employment Law and Employee Benefits Law, and holds an AV® Preeminent 5.0 out of 5 Rating in Labor & Employment Law rating from Martindale-Hubbell, the highest rating available for legal ability and adherence to ethical standards.

A substantial portion of Mr. Linn's practice is devoted to advising public employers and pension boards on federal and state laws pertaining to governmental retirement programs. He has also advised numerous local governments on the evaluation and implementation of pension reform strategies. Prior to entering the practice of law, Mr. Linn served as a Legislative Analyst for the Florida House of Representatives Committee on Retirement, Personnel and Collective Bargaining. There he researched and drafted legislation affecting a broad range of retirement and employment issues. Mr. Linn assisted in the research and drafting of Part VII, Chapter 112, Florida Statutes (the "Florida Protection of Public Employee Retirement Benefits Act"). As an attorney, Mr. Linn has conducted numerous comprehensive reviews of local government pension plans to ensure compliance with applicable federal and state laws, has worked closely with local governments, pension boards and plan actuaries in restructuring retirement benefit programs, and has prepared numerous pension ordinance amendments. In 1998-99, Mr. Linn served as a member of the Florida Retirement System Work Group, an advisory panel established by the Legislature to review and make recommendations on actuarial assumptions and cost methods for FRS.

Mr. Linn has represented a number of public entities in pension-related litigation. He successfully represented a city and pension board in City of Hollywood v. Nickerson, 830 So.2d 917 (Fla. 4th DCA 2002) and City of Hollywood v. Petrosino, 864 So.2d 1175 (Fla 4th DCA 2005). He also represented the Florida League of Cities and several cities in an administrative challenge to the Florida Division of Retirement's policy on "extra benefits" for police officers and firefighters under Chapters 175 and 185, Florida Statutes. Mr. Linn represented a city and pension board in City of Orlando v. Department of Insurance, 528 So.2d 468 (Fla. 1st DCA 1988). In City of Orlando, the district court reversed a lower court's ruling that elected and appointed city officials could not serve on local police/firefighter pension boards. As a result of this case, elected and appointed city officials are able to serve on municipal pension boards. Mr. Linn has also successfully defended

several cities and pension funds in retirement-related litigation, including age discrimination claims. He has assisted a number of cities and special districts in joining the Florida Retirement System, and he has represented many local governments in disputes with the Florida Division of Retirement involving various state pension laws.

Mr. Linn is a frequent lecturer on pension-related topics, and has appeared at seminars sponsored by the Florida Bar, Florida League of Cities, Florida Association of Special Districts, Florida Division of Retirement and Florida Department of Insurance. He chaired the Florida Bar Section on Local Government Law (now the Section on City, County and Local Government Law) in 1995-96. He graduated, with honors, from the Florida State University College of Law in 1980.

Mr. Linn has been admitted to practice in Florida since 1980, and is also admitted in the U.S. Eleventh Circuit Court, and the U.S. District Court for the Southern District of Florida. He is a member of the Florida Bar Sections on City, County and Local Government Law, Labor and Employment Law, and Administrative Law. He is also a member of the National Association of Public Pension Attorneys.

Professional Experience

1995 to Present: Shareholder with Lewis, Longman & Walker, P.A. Clients include local governments, pension boards and professional associations. Areas of practice include pension law, labor and employment related matters, legislative and executive agency representation; and administrative and civil litigation.

1983-1994: Shareholder with Carson, Linn & Adkins. Represented clients in all areas of the firm's practice before all three branches of state government. Represented public and private entities throughout Florida in labor and employment law matters, pension and benefits matters, administrative and regulatory issues, bid disputes, and professional licensure and disciplinary proceedings. Supervised associate attorneys and paralegals in all areas of the firm's practice.

1980-1983: Associate attorney, Seyfarth, Shaw, Fairweather & Geraldson. Worked in Miami and Tallahassee offices of 250 lawyer firm, handling employment law matters, retirement issues, administrative and regulatory matters, professional licensure and disciplinary matters, and legislative matters.

1978-1980: Intern and Legislative Analyst, Florida House of Representatives Committee on Retirement, Personnel and Collective Bargaining. Researched and drafted legislation pertaining to public pension and benefit matters, and labor/employment law.

Education

J.D., Florida State University, 1980, with honors.

B.S. Florida State University (Government), 1977, Magna Cum Laude.

Recent Speeches

Pension Reform Webinar, Florida Government Finance Officers Association, February 2012.

"2011 Pension Reform Update," Florida League of Cities Annual Conference, August 2011.

"Managing Municipal Pension Liabilities," Florida Municipal Attorneys Association Annual Seminar, July 2011.

"Playbook for Collective Bargaining (Pension Issues)," Florida Government Finance Officers Association, June 2011.

"The Future of Public Service Pensions," Florida City and County Managers Association, June 2011.

"Getting Past No: Implementing Pension Reform," The Florida Bar Public Employment Labor Relations Forum, September 2010.

"Pension Reform: Effective Strategies for Reducing City Pension Costs," Florida League of Cities 2010 Annual Conference, August 20, 2010.

"Pensions: Stop the Bleeding," Florida Government Finance Officers Association Annual Conference, May 2010.

"Navigating the Shoals of Public Pension Reform," Florida Public Employer Labor Relations Association Annual Training Conference, February 2010.

"2009 Retirement Law Update," Florida Municipal Attorneys Association Annual Conference, July 2009.

"Considerations for Local Governments In Joining the Florida Retirement System," Florida Public Employer Labor Relations Association Annual Training Conference, February 2009.

Publications

"1999 Police/Firefighter Pension Law: Analysis and Compliance Strategies," published by the Florida League of Cities, September 1999.

"Liberty Interest Protection for Discharged Public Employees," The Florida Bar Journal, October 1990.

Section 1983: The Changing Contours of Local Government Liability," The Florida Bar Journal, October 1984.

"Closer to Home: Applying the APA to Local Government Decision Making," The Florida Bar Journal, June 1983.

"Constitutional Issues in Administrative Practice," The Florida Bar Journal, December 1981.

"Collective Bargaining and the Protection of Public Employee Retirement Benefits," The Review, Florida State University Center for Employment Relations and Law, Summer 1980.

PUBLIC SECTOR PENSION MATTERS

HANDLED BY LEWIS, LONGMAN & WALKER, P.A.

City of Apopka Police, Fire and General Employees Pension Boards (2009-Present) – Mr. Thomas serves as legal counsel for the Boards of Trustees of all three City of Apopka retirement plans.

City of Boca Raton (1998 - Present) – Mr. Linn and Mr. Thomas provide ongoing advice and consultation on a broad range of pension issues. He was originally retained to prepare amendments to the City's police and firefighter pension plans. He assisted in the development of the City's deferred retirement option plan ("DROP"), and has consulted on pension issues in collective bargaining negotiations. More recently, Mr. Linn worked with the City and its actuary to establish a retirement plan for executive employees. He continues to serve as counsel to the executive employees' retirement plan board of trustees.

Bonita Springs Fire Control and Rescue District (2007-Present) – Mr. Linn and Mr. Thomas have provided advice on a range of pension issues. Most recently, Mr. Linn has worked with the district to implement changes to the District's pension plan, including a "stop/restart" proposal to increase the amount of premium tax revenues that may be used to reduce the District's required pension contributions.

City of Coral Gables (2004-Present) – Mr. Linn was retained to advise the City on pension matters and assist in drafting amendments to the City's police and firefighter pension plans required for compliance with state law. More recently Mr. Linn was engaged in connection with a comprehensive review of the City's pension plans. He also consults with the City on pension-related collective bargaining issues.

City of Daytona Beach (2010-Present) – Mr. Linn was engaged to provide advice on options for restructuring the City's retirement plans.

City of Delray Beach (1982-Present). Mr. Linn and Mr. Thomas provide ongoing advice and consultation to the City on a wide range of pension issues, including: a comprehensive review and revision of the City's general employee pension plan for compliance with federal and state law; analysis of the City's compliance with provisions of Chapters 175 and 185, Florida Statutes, regarding "extra benefits" for police officers and firefighters; advice on the reporting and deductibility of employee contributions to a City-sponsored Section 457 deferred compensation plan; reviewing contracts for investment advisers and money managers; and preparing numerous plan amendments for both of the city's retirement plans. Mr. Linn successfully defended the City in a federal class action lawsuit brought by retired police officers and firefighters, alleging discrimination in retirement benefits. He recently prevailed in a declaratory judgment action involving pension funding and constitutional issues.

Florida Association of Special Districts (1995-Present) – Mr. Linn served as the Association's representative on the Florida Retirement System UAL Study Group (1998-99), which made recommendations for revising the actuarial assumptions utilized by the Florida Retirement System. He also represents the Association in retirement-related legislative matters.

City of Fort Lauderdale (2008-Present) – Mr. Linn has provided legal advice and consultation on restructuring the City's retirement plans. He has worked closely with the City's negotiating team, labor counsel and actuary to develop collective bargaining proposals on pension issues.

City of Fort Walton Beach (1990-Present). Mr. Linn and Mr. Thomas have represented the City of Fort Walton Beach in wide range of pension issues, including serving as legal counsel to the General Employees' Pension Plan; determining compliance with federal and state laws; preparing numerous plan revisions and amendments; and, with the plan actuary, analyzing plan funding issues and options. In 2009, Mr. Thomas successfully represented the City in a pension forfeiture case, and prevailed in an appeal of the pension board's action. In 2010, Mr. Linn assisted the City in closing its defined benefit pension plan, and establishing a defined contribution plan for new hires.

City of Gainesville (1990-Present) – Mr. Linn represented the City in administrative litigation with the Florida Department of Insurance concerning the City's compliance with state statutes governing police and firefighter pension funds. The litigation was ultimately settled with minimal revision of the City's pension ordinances, and the release of the full amount of premium tax revenues that had been withheld by the Department. Mr. Linn also provided advice and consultation to the City in connection with the pension rights of county employees who would become City employees under the City's proposed annexation of a large portion of Alachua County. He worked closely with City officials, the City's actuary, and the Florida Division of Retirement in identifying various options for recognizing the accrued pension benefits of transferring county employees. Mr. Linn provides ongoing advice on a broad range of pension-related issues.

City of Hollywood Employees' Retirement Fund (2001-Present). Mr. Linn serves as legal counsel to the Board of Trustees, and in the capacity has handled a wide range of pension issues, including a number of litigation matters. The Hollywood Employees' Retirement Fund has 860 active members and assets of more than \$200 million.

City of Jacksonville (2009-Present) – Mr. Linn has provided advice on a variety of pension issues, and works closely with the City's labor counsel, actuary and bargaining team on strategy for implementing the City's pension reform objectives.

Town of Jupiter (2000-2010) – Mr. Linn has advised the Town on a variety of pension issues.

City of Kissimmee (1995-Present) -- Mr. Linn was retained by the City of Kissimmee to review the City's police, firefighter, and general employee pension plans, and to evaluate plan amendments proposed by the police pension board. He and Mr. Thomas provide ongoing advice on a variety of pension issues.

City of Lake Worth (2010-Present) -- Mr. Linn was retained to advise the City on restructuring its employee pension plans. He is also handling a litigation matter involving the City's firefighter pension plan.

City of Miami (2005-2008; 2010-Present) -- Mr. Linn advises the City on pension reform issues, and works closely with the City's labor counsel and actuary to implement pension plan changes.

City of Miami Beach (1999-Present) -- Mr. Linn was retained by the City in connection with the merger of its police and fire pension plans. He assisted in drafting an ordinance providing benefits for domestic partners. More recently, he assisted in drafting an ordinance merging the City's pension plans for general employees. He continues to advise the City on a broad range of pension legal issues, and works closely with the City's bargaining team, labor counsel and actuary on pension related issues.

City of Mount Dora (2009-Present) -- Mr. Linn and Mr. Thomas have assisted the City in closing its defined benefit pension plan for general employees, and establishing a defined contribution retirement program.

City of Naples (2009-Present) -- Mr. Linn was retained to provide advice on a number of pension plan changes designed to reduce the City's pension costs, including implementation of a "stop/restart" to increase the amount of premium tax revenues that may be used to reduce the City's required pension contributions.

City of North Miami Beach (2010) -- Mr. Linn was retained to advise the City on the merger of its management and general employee retirement plans.

North Naples Fire District (2001-2006; 2007-2008) -- Mr. Linn and Mr. Thomas were originally retained in connection with pension and collective bargaining matters. More recently, Mr. Linn assisted the District in negotiating and implementing significant pension plan changes, including a "stop/restart" proposal to increase the amount of premium tax revenues that may be used to reduce the District's required pension contributions.

City of Orlando (2009-2010) -- Mr. Linn was retained to represent the City in connection with the establishment of a supplemental "share plan" for firefighters.

City of Ormond Beach (2010-Present) -- Mr. Linn was engaged to provide advice on options for restructuring the City's pension plans.

City of Palm Bay (1985-92; 1999-2000; 2002-Present) – Mr. Linn has provided advice and consultation to the City on a variety of pension matters. He advised the City on the separation of its combined pension plan (which included police officers, firefighters and general City employees), and on the creation of a defined contribution pension plan for its general employees. Mr. Linn prepared ordinance amendments to effect the transfer of assets attributable to general employees from the existing pension fund to the new defined contribution plan. Mr. Linn was retained to advise the City on pension plan changes necessary to comply with 1999 legislation affecting police and firefighter pension plans. More recently he was engaged to provide advice and develop strategy for restructuring the City's retirement plans. He works closely with the City's bargaining team, labor counsel and actuary on pension-related issues.

Town of Palm Beach (2009-Present) – Mr. Linn advises the Town on pension reform issues.

Palm Tran, Inc. (2010-Present) – Mr. Linn was engaged to advise management on options for reducing pension costs, and developing pension reform strategy for implementation through collective bargaining.

City of Pensacola (1995-2000; 2008) – Mr. Linn represented the City of Pensacola before the Florida legislature on issues affecting the City's pension and deferred compensation plans. He has also prepared a comprehensive survey of benefits provided through the City's firefighter pension plan in comparison with other city plans. More recently, Mr. Linn provided advice in connection with the City's transition to the Florida Retirement System.

City of Pompano Beach (1999-2001; 2004-present) – Mr. Linn was retained to represent the City on revisions to the police and firefighter pension plan. He has also provided advice on pension issues arising out of the City's decision to contract with the Broward Sheriff's Office for the provision of law enforcement services. He was retained to represent the City in connection with a legal challenge to actions of the police/fire pension board that resulted in substantial additional cost to the employer. The litigation was ultimately resolved through a settlement that produced substantial cost savings to the City. More recently, Mr. Linn was engaged to provide advice on various options for restructuring the City's pension plans.

City of Port Orange (1993-Present) – Mr. Linn conducted a comprehensive review and revision of the City's police and firefighter pension plans, and has advised the City on numerous pension issues. He also represented the City in pension litigation arising from a lump-sum distribution to a police officer. Mr. Linn has also prepared and reviewed numerous amendments to the City's pension plans. More recently, Mr. Linn has provided advice and consultation on strategy for implementing pension plan changes through the collective bargaining process that will result in significant cost savings to the City.

City of St. Augustine (1998-Present) – Mr. Linn was retained to provide a legal opinion concerning the City's health insurance subsidy program for retired members of the police pension plan, and currently advises the City on a variety of pension issues. Mr. Linn also serves as legal counsel to the police pension board.

City of Sarasota (2005-Prsent) – Mr. Linn has provided advice to the city on a wide range of pension and retiree health issues. In 2011 he was engaged as an expert witness to testify in a Special Magistrate proceeding on the City's proposal to reform its police pension plan.

City of Stuart (2007-2008) – Mr. Linn assisted the City in closing its pension plans and joining the Florida Retirement System.

City of Sunrise (1987-Present) – Mr. Linn provides ongoing advice and consultation on a broad range of pension issues. He has assisted the City in developing pension strategy and proposals for collective bargaining negotiations, and represented the City on the restructuring of its general employee pension board. He defended the City in a lawsuit filed by the fire pension board alleging misuse of Chapter 175 revenues and "excess earnings" on pension fund investments.

City of Winter Springs (2001-Present). Mr. Linn serves as legal counsel for the City Retirement Plan. He has advised the City on a wide range of pension matters, including a comprehensive revision of the City retirement plan; analysis of pension benefits and legal requirements for police and firefighter pension plans; reviewing contracts for investment advisers and money managers; and implementation of the City's termination of its money purchase plan and transfer of assets to the City Retirement Plan.

