



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

**Vice Mayor Jaime Petralanda
Councilman Billy Bain**

**Councilman Bob Best
Councilwoman Roslyn Buckner**

Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."

**CITY COUNCIL REGULAR MEETING AGENDA
Monday, November 14, 2016 – 7:00 p.m.
City Hall, Council Chambers, 201 Westward Drive**

1. Call to Order/Roll Call

2. Invocation: Councilman Best

Salute to the Flag: Students from Springview Elementary 1st Grade Class will lead the audience in the Pledge of Allegiance and Salute to the Flag

3. Awards & Presentations:

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

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

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

5. Approval of Council Minutes:

A) October 24, 2016 – Regular Meeting

6. Reports from Boards & Commissions: None.

7. Public Hearings: None.

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

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

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

budgeted in the FY16/17 Budget pursuant to Section 31.11 (E)(5) of the City Code

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

9. Old Business:

A) Recommendation by ACM that Council approve and authorize the execution of a contract to Lifespan Design Studio, LLC, in the amount of \$48,831.00, for assisting the City with Professional Services to prepare a Design-Build Request for Qualifications (RFQ) for the new Senior Center/multi-purpose facility within the two locations selected by Council; 1) adjacent to the Curtiss Mansion on the golf course property and 2) at its current location

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

C) Recommendation by Public Works

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

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

10. New Business:

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

11. Other Business:

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

12. Reports & Recommendations:

- A) City Attorney
- B) City Manager
- C) City Council

13. Adjourn

Please visit www.miamisprings-fl.gov for current meeting schedule or follow us on  Twitter @MIAMISPRINGSFL

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

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

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

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

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

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





AGENDA MEMORANDUM

Meeting Date: November 14, 2016

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

Via: William Alonso, City Manager

From: *Armando Guzman 11/8/16*
Armando Guzman, Chief of Police

Subject: Citizen Crime Prevention Award

Recommendation: Awarding Mr. Joe Rodriguez with "The Citizen Crime Prevention Award".

Discussion/Analysis: Mr. Rodriguez observed a female burglarizing vehicles with two male lookouts helping her. He called Miami Springs Police Department, gave an accurate description of them and kept an eye on them. Mr. Rodriguez positively identified the female and one male who were located and detained by police. As a result, the female and the male were arrested. Property from several vehicle burglaries was recovered and returned to their owners.

Submission Date and Time: 11/8/2016 3:16 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <i>Armando Guzman 11/8/16</i>	Dept./ Desc.: <u>N/A</u>
Prepared by: <u>Capt. John Mulla</u>	Procurement: _____	Account No.: _____
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/Funded <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ _____
		Current request: \$ _____
		Total vendor amount: \$ _____



AGENDA MEMORANDUM

Meeting Date: November 14th, 2016

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

Via: William Alonso, City Manager

From: *Armando Guzman 11/8/2016*
Armando Guzman, Chief of Police

Subject:

Recommendation: Introduction to the Honorable Mayor and City Council of newly hired Police Officer Dainiel Mirabal.

Discussion/Analysis: This appointment will be filling an existing vacancy in the Police Officer's rank.

Fiscal Impact (If applicable): N/A Budgeted.

Submission Date and Time: 11/8/16 3:13 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: Miami Springs Police	Dept. Head: <i>Armando Guzman 11/8/16</i>	Dept./ Desc.: _____
Prepared by: Armando Guzman	Procurement: _____	Account No.: _____
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ _____



City of Miami Springs, Florida
City Council Meeting

Regular Meeting Minutes
Monday, October 24, 2016 7:00 p.m.
Council Chambers at City Hall
201 Westward Drive, Miami Springs, Florida

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:10 p.m.

Present were the following:

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

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

2. **Invocation:** Offered by Vice Mayor Petralanda

Salute to the Flag: Students from Miami Springs Elementary led the Pledge of Allegiance and Salute to the Flag

3. **Awards & Presentations:**

A) Yard of the Month for November 2016– Robert and Margarate Smith – 400 Eastward Drive

Mr. and Mrs. Smith were not in attendance to receive the yard of the month award.

B) Presentation of Certificate of Sincere Appreciation Plaque to Angel Casas in Recognition of 23 Years and 9 months of Dedicated Service to the City of Miami Springs

Mayor Garcia presented Mr. Casas with a recognition plaque for his years of service. Mr. Alonso then presented Mr. Casas with a service gift from administration. Mr.

Casas thanked the Council and administration for the recognition and introduced members of his family to the public.

4. Open Forum: The following members of the public addressed the City Council: ; Michael Gavila, 684 Morningside Drive; Don Riedinger, Aristides Ponjuan, 1170 Nightingale Avenue; Fernando Alfonso, 457 Deer Run; Evelio Cabrera, 540 Hunting Lodge Drive

5. Approval of Council Minutes:

A) October 10, 2016 – Regular Meeting

Councilman Bain moved to approve the minutes of October 10, 2016. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.

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

7. Public Hearings: None at this time.

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

A) Recommendation by Public Works that Council approve an expenditure in an amount not to exceed \$16,282.00, to Miguel Lopez Jr. Asphalt Maintenance, the lowest responsible quote after obtaining three written quotes (attached), for asphalt milling and resurfacing on Gibson Dr. from Linwood Dr. to Hough Dr. using CITT funds, as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (C)(2) of the City Code

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

9. Old Business: None at this time.

10. New Business:

A) Discussion of replacement of City Attorney

Nery Owens, Donna Hernandez, John Souder, and Don Riedinger addressed the Council.

City Attorney Sieden stated that it was his recommendation to retain Dan Espino as the next Miami Springs City Attorney commencing January 1, 2017. He explained that Mr. Espino is a long time resident of the City who has not only served on City Boards, but was an elected official of the City. He has historical knowledge of the City that that is beneficial over any other attorney or firm. His recommendation is intended for a smooth transition and that there be no gap in service. He then said that it is the Council's ultimate decision

as to what direction the City will go in.

After much discussion, Councilman Best made a motion to approve Weiss Serota Helfman as the new City Attorney commencing January 1, 2017. Councilman Bain seconded the motion, which carried 3-2 on roll call vote. The vote was as follows: Councilman Best, Councilman Bain, and Mayor Garcia voting Yes; Vice Mayor Petralanda and Councilwoman Buckner voting No.

B) Approval of Facility Agreement for Theatrical Services – Pelican Playhouse

City Manager Alonso verbally corrected the amount on the memo to read \$18,000.

Mr. Ralph Wakefield of the Pelican Playhouse was available to answer the Council's questions.

Councilman Best made a motion to approve the facility agreement with the Pelican Playhouse. Councilman Bain seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, and Mayor Garcia voting Yes and Councilwoman Buckner voting No.

C) Recommendation by ACM that Council approve and authorize the execution of a contract to Lifespan Design Studio, LLC, in the amount of \$48,831.00, for assisting the City with Professional Services to prepare a Design-Build Request for Qualifications (RFQ) for the new Senior Center/multi-purpose facility within the two locations selected by Council; 1) adjacent to the Curtiss Mansion on the golf course property and 2) at its current location

City Manager Alonso read the staff memo for the record.

John Souder, Rafael Martinez, Ronda Martinez and Don Riedinger addressed the City Council.

After much discussion, it was the general consensus of the City Council to defer the item to the next scheduled meeting on November 14th for more information to be gathered and further discussion.

D) Request from Christ Fellowship on a partial closure for a family day event on January 1, 2017

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

The City Council requested an update at the next meeting as to whether they will request to close the 100 block of Curtiss Parkway as well.

E) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Palmetto Ford, utilizing a cooperative purchase with the Florida Sheriffs Association under contract #FSA16-VEH14.0, in an amount not to exceed \$173,120.00, for two Ford 2017 F750 dump trucks

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

F) Request from Florida Resiliency and Energy District PACE Program that Council approve their program within the City of Miami Springs

Vice Mayor Petralanda made a motion to direct staff to review the documents necessary to move forward with the program. Councilman Bain seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.

G) Discussion on the installation of Tiki Huts along Ludlum Drive in specified areas for public use

Councilman Bain made a motion to direct staff to obtain four quotes for the placement of tiki huts at the proposed locations on Ludlum. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.

11. Other Business:

A) Consideration of Cancelling/Rescheduling the Regular Council meetings of Monday, November 28th and Monday, December 26th

Councilwoman Buckner moved to cancel the meetings scheduled for November 28th and December 26th. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner, and Mayor Garcia voting Yes.

12. Reports & Recommendations:

A) City Attorney

City Attorney had no report at this time.

B) City Manager

City Manager Alonso reminded the Council of events coming up in the next few weeks.

C) City Council

Councilwoman Buckner reminded the public on the drug take back event being held by the Miami Springs Police Department. She also stated that she attended the street designation event at Miami Springs Middle School for a portion of S. Royal Poinciana being dedicated as "Eagle Way."

Vice Mayor Petralanda had nothing to report at this time.

Councilman Best advocated the public to be safe for Halloween during trick or treating. He also encouraged the public to go out and vote for the upcoming election.

Councilman Bain expressed his concerns on a misconception that the City is selling the property where the senior center is. He stated that he has had no contact with anyone on the dais to discuss any matters on the agenda or any matter that may come before Council. He expressed his pride that the current council has always discussed things in the open and in public.

Mayor Garcia advised the Council that the super majority of the residents know that the Council have the best interests of the citizens at heart. He is looking forward to the Westward Drive Bike Path being built due to funding provided by FDOT.

13. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:30 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

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

Zavier M. Garcia, Mayor

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



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

November 10 for October

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	5,166.40	38.27
Human Resources Department	337.50	2.50
Risk Management	209.25	1.55
Finance Department	1,269.00	9.40
Professional Services		0.00
Building,Zoning & Planning Department	1,093.50	8.10
Code Enforcement	600.75	4.45
Police Department	965.25	7.15
Public Works Department	209.25	1.55
Recreation Department		0.00
IT Department		0.00
Golf	202.50	1.50
Senior		0.00
General - Administrative Work	3,122.60	23.13
Sub-total - General Fund	<u>\$13,176.00</u>	<u>97.60</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	 \$13,176.00	 97.60



AGENDA MEMORANDUM

Meeting Date: 11/14/2016

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

Via: William Alonso, City Manager/Fin. Director

From: Tom Nash, Public Works Director

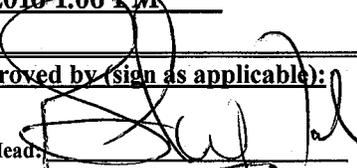
Subject: Milling, paving, & sidewalk work at Fairway Dr. between Eldron Dr. and Hugh Frank Dr.

RECOMMENDATION:

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

DISCUSSION: Milling, paving, & sidewalk work at Fairway Dr. between Eldron Dr. and Hugh Frank Dr. due to bad road conditions, potholes, new construction, and drainage.

Submission Date and Time: 11/4/2016 1:06 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: <u>CITT</u>
Prepared by: <u>Nicolle Rodriguez</u>	Procurement: 	Account No.: <u>135-0902-541-4600</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Amount previously approved: \$ _____
		Current request: \$ <u>66,218.50</u>
		Total vendor amount: \$ <u>66,218.50</u>



Metro Express, Inc.
State Wide General Engineering Contractors
CGCO50965- E-201301

Licensed
 Insured
 Bonded

PROPOSAL

Quote No. MS-102416-001

Date: 10/24/2016

To:	City of Miami Springs Public Works Department 345 N Royal Poinciana Blvd Miami Springs FL 33166-5259		
Contact	Lazaro Garaboa	Phone: 305-805-5170	Fax: 305-805-5195
Job:	Milling and Paving at Fairway DR from Eldron DR to Hugh Frank		

We hereby propose to furnish all labor, material and equipment subject to terms and conditions as follows:
 The job will include and be limited to the following:

	Unit	Qty	UP	Total
Mobilization/Demobilization	LS	1	1,500.00	1,500.00
MOT	EA	1	1,500.00	1,500.00
Milling Roadway existing pavement 1", Removal, Haul away and Disposal	SY	2,861	2.50	7,152.50
Milling Parking area existing pavement 1", Removal, Haul away and Disposal	SY	1,529	4.00	6,116.00
Asphalt Paving Installation, hot mix type S-III, 1.1/2 thick avg.	TON	300	135.00	40,500.00
Concrete Sidewalk 6" thick	SF	1,750	5.00	8,750.00
Water Meter Box	EA	2	350.00	700.00
	TOTAL			\$66,218.50

Night work differential: \$1,000.00 per night
Striping is NOT included. Off-duty Police officer NOT included. MOT per Standard Index 600.

Notes:
 **Price do not include any permit (to be obtained by others), MOT, surveying, tree removal, valve adjustment, testing, layout, marking, painting, as-built, regrading, landscaping, etc
 **Not responsible for area not ready, cars or any other obstacle in the area of work.
 **All work to be performed in regular daily operation hours during weekdays.
 **All other job not listed above will be billed at additional charge.

We hereby propose to furnish labor and materials, complete in accordance with above specifications, for the sum showm above, with payment to be made within 30 days after work completed.

THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THREATER AT THE OPTION OF METRO EXPRESS INC.

Authorized Signature: A.F.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outiline above and interest charges may be charged upon deliquent accounts.

ACCEPTED BY: _____
 name signature

DATE: _____



Carlos A. Gimenez,
Mayor

Public Works and Waste Management
 Capital Improvements Section
 111 NW 1st Street, Suite 1410
 Miami, FL 33128

CHANGE TO RPQ / PURCHASE ORDER MCC 7360 Plan RPQ: 20140207

CHANGE NO: 1 **DATE:** 10/11/2016 **TO CONTRACTOR:** Metro Express Inc.
PROJECT NAME: Push Button Contract for intersection improvement **PO RELEASE NO:** PCPW1500202
PO RELEASE NO 2:

PROJECT LOCATION: To be determine after Contract Award. See notes.

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: Extend the contract duration by 120 non-compensable calendar days to allow for additional time to obtain approval of project locations.
Monetary Justification: Not applicable. This Change Order does not increase the contract amount.
Time Justification: This Change Order extends the contract time by 120 non-compensable calendar days to allow the Department to utilize the remaining contract capacity; available due to the lack of approved locations and delays in finalizing the design of sites with conflicts, during the contract's original duration. It is beneficial to the County to utilize the remaining funds since the prices are competitive (Continued below)

This payment authorization includes all direct and indirect costs associated with the work described herein including, but not limited to costs of labor, material, job overhead, profit markup, costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the RPQ and this change order from the date of the RPQ award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT / ORIGINAL COMPLETION DATE -----	\$735,113.00	11/22/2016
ORIGINAL CONTINGENCY AMOUNT-----	\$73,511.30	
ORIGINAL DEDICATED AMOUNT-----	\$31,560.53	
ORIGINAL TOTAL AMOUNT-----	\$840,184.83	
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00	
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$840,184.83	
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00	
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$840,184.83	
PERCENT AMOUNT INCREASE WITH THIS CHANGE-----	0%	
TOTAL PERCENT AMOUNT INCREASE TO DATE-----	0%	
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	540 / 0 / 120	
ADJUSTED DURATION INCLUDING THIS CHANGE / REVISED COMPLETION DATE -----	660	3/22/2017
PERCENT TIME INCREASE WITH THIS CHANGE-----	22%	
TOTAL PERCENT TIME INCREASE TO DATE-----	22%	

CERTIFYING STATEMENT: *The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.*

RPQ: 20140207
 Accepted By: _____
 Contractor Name Contractor Signature Date

RPQ: 20140207
 Accepted By: _____
 Surety Name Surety Signature Date

In accordance with Implementing Order 3-53, execution by the following persons (TO BE COMPLETED ONLY FOLLOWING EXECUTION BY THE CONTRACTOR AND ITS SURETY) shall constitute approval of the change order, effective on the latest date set forth below.

RPQ: 20140207
 Approved By: _____
 PWWMD Project Manager Name PWWMD Project Manager Signature Date

RPQ: 20140207 _____
Approved By: PWWMD Director Name PWWMD Director Signature Date

RPQ: 20140207 _____
Approved By: ISD Director Name ISD Director Signature Date

Time Justification: (Continued)

and favorable.

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.



Public Works and Waste Management
111 NW First Street, Suite 1410
Miami, Florida 33128-1970
T 305-375-2930; F 305-375-2931

miamidade.gov

March 6, 2015

CERTIFIED MAIL No.

7013 0600 0000 7794 4105

FACSIMILE; TELEPHONE No.

(305) 885-1327; (305) 885-1330

Mr. Delio A. Trasobares
Metro Express, Inc.
9442 NW 109 Street
Medley, Florida 33178

Re: **Recommendation for Award**
Request for Price Quotation (RPQ) No. 20140207 (MCC 7360 Plan)
Push Button Contract for Intersection Improvement

Dear Mr. Trasobares

This letter will serve as your notification that you have been recommended for award for the above referenced RPQ based on your Price Quotation submitted on Wednesday, January 28, 2015. The total RPQ amount is for **\$840,184.83**. This includes a base contract amount of **\$735,113.00**, a contingency amount of **\$73,511.30**, and dedicated allowances totaling **\$31,560.53**. The contract duration is established as **540-calendar days**. However, the recommendation of award is contingent upon the submission of the required items listed below:

1. Performance and Payment Bond as required in Contract No. MCC 7360 Plan, Section 2.0 Special Conditions, Page 16, Article 2.11, **PERFORMANCE AND PAYMENT BOND**. (The **original attached documents** must be used and three (3) sets must be provided).
2. Letter from Bonding Agent granting Miami-Dade County authorization to date the Performance Bond.
3. Copies of current insurance certificates.
4. Copies of required license(s).
5. In accordance with Miami-Dade County Code §2-1701 as amended by County Ordinance No. 13-66, Contractor must submit a Workforce Plan to the Miami-Dade County Internal Services Department, Small Business Development Division through the Department within 15 days of notification of award of the Contract. The County will not enter into the contract until it receives the contractor's Workforce Plan and deems the Plan acceptable.

The preceding documents are required as outlined within the Contract MCC 7360 Plan and to be submitted within 10 business days. Failure to submit the document(s) within the specified time, or any extension granted, will result in the award being rescinded.

Subsequent to the review and approval of the aforementioned documents, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s), a copy(s) must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit unless the Project Manager issues a written directive to proceed without permit(s).

Page 2
Recommendation for Award
RPQ No. 20140207

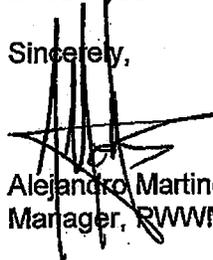
This letter will also serve as a reminder that all work must be performed according to the scope of work and contract's terms and conditions, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations.

Additionally, please be advised that your firm must have the resources to ensure work proceeds without delay once the "Notice to Proceed" is issued. Lack of equipment, personnel or additional contracts with similar completion schedules, will not be reason for delay.

Further, no award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until a purchase order for this RPQ has been approved and issued, and a Notice to Proceed has been executed.

Should you have any questions, please contact me at (305) 375-2930.

Sincerely,



Alejandro Martinez-Esteve, RA, LEED AP
Manager, PWWM Capital Improvements

AM:dc

c: Antonio Cotarelo, P.E., PWWM
Manny Garcia, PWWM
Bassam Moubayed, PWWM
Rene Idarraga, P.E., PWWM
Mercedes Barreras, PWWM
Alfredo Muñoz, P.E., PWWM
Alicia Arce, PWWM
Alvaro Castro, PWWM
Marcia Martin, ISD
Traci Adams-Parish, SBD
Clerk of the Board
Project File



AGENDA MEMORANDUM

Meeting Date: 11/14/2016
To: The Honorable Mayor Xavier Garcia and Members of the City Council
Via: William Alonso, City Manager
From: Omar L. Luna, Recreation Director
Subject: Toro Sand Pro

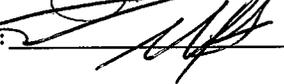
RECOMMENDATION:

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

DISCUSSION:

Purchase a Toro Sand Pro Model#3040. Funding approved in the FY 16/17 budget utilizing National IPA Contract # 120535-01.

Submission Date and Time: 11/7/2016 10:58 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Parks & Recreation/Machinery & Equipment</u>
Prepared by: <u>Omar Luna</u>	Procurement: <u></u>	Account No.: <u>001-5705-572.64-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. to City Mgr.: <u></u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u></u>	Amount previously approved: \$ _____
		Current request: \$ <u>13,918.82</u>
		Total vendor amount: \$ <u>13,918.82</u>



1301 NW 3rd Street
Deerfield Beach, FL 33442
Tel 954-429-3200 Fax 954-725-6701

Quotation

Sold To:

City of Miami Springs
Attn: Ms. Patricia A. Bradley
Via E-mail: bradleyp@miamisprings-fl.gov

Date: 11/02/16

Quote # 2110538-1

Terms N30

City of Miami Springs				
Qty.	Model	Description	Unit Price	Extension
1	08703	Toro Sand Pro 3040	\$ 13,918.82	\$ 13,918.82



Toro Pricing per National IPA Account

Terms:

- All prices quoted FOB Deerfield Beach unless otherwise indicated.
- The preceding pricing is valid for 30 Days.
- Prices and incentives based upon complete package purchase.
- Prices include assembly where applicable and accessibility to parts and service manuals.
- Timing of delivery may vary and is subject to manufactures availability.
- Purchaser is responsible for applicable taxes and duties.
- No credit card payments on equipment purchases.

Quotation Provided By:

HECTOR TURF

Doug Francis
Sales Account Representative
Commercial Products

Toro Company Pricing

The award provides discount off Toro Commercial current year MSRP on the following Toro equipment:

- Products purchased with a traction unit: **21.8% off** current year MSRP
- Landscape Contract Equipment (LCE) available at **27% off** Toro Landscape Contractor current year MSRP
- Compact Utility Equipment (Dingo) available at **17% off** Toro Site Works current year MSRP

Smart Value Program:

In addition to the discount off of Toro's Commercial list price, this agreement offers the Smart Value Program, a volume incentive program. Agencies will receive their choice of Toro Commercial Division goods. This may allow for Toro® Protection Plus, additional attachments, or even a complete unit.

For additional information, contact your local Toro Commercial distributor. To find your local distributor, [click here](#).



Groundskeeping, Golf and Sports Field Maintenance Equipment
Executive Summary

Lead Agency: City of Tucson, AZ
RFP Issued: May 4, 2012
Date Open: June 12, 2012

Solicitation: RFP #120535
Pre-Proposal Date: May 22, 2012
Proposals Received: 3



Count on it.

Awarded to:

The City of Tucson, AZ Department of Procurement issued RFP #120535 on May 4, 2012 to establish a national cooperative contract for groundskeeping, golf and sports field maintenance equipment.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- Hawaii Tribune-Herald, HI
- Daily Journal of Commerce, OR
- The State, SC
- The Olympian, WA
- National IPA website

On June 12, 2012 proposals were received from the following offerors:

- Jacobsen Textron Company
- R&R Products
- The Toro Company

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into interview and equipment demonstrations with the top two ranked firms, Jacobsen Textron Company and The Toro Company.

At the conclusion of the interviews and demonstrations, the evaluation committee individually scored and ranked the short-listed firms. As a result, the committee recommended entering into exclusive negotiations with the intent to award to the top ranked firm, The Toro Company.

The City of Tucson, AZ, National IPA and The Toro Company successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of November 27, 2012.



Count on it.

Contract includes: Groundskeeping, golf and sports field maintenance equipment

Term:

Initial one year agreement from November 27, 2012 through November 26, 2013, with option to renew for four (4) additional one-year periods through November 26, 2017.

Pricing/Discount:

Discount off Toro MSRP for Commercial, Landscape Contract Equipment and Compact Utility Equipment.

Serviced and supported by local Toro distributors/dealers.

Value Added Services:

- Used equipment
- Financing options
- Smart Value Program volume incentive program

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 120535-01
CONTRACT AMENDMENT NO. 2
PAGE 1
CONTRACT OFFICER: LLOYD B. WINDLE II/swb

THIS CONTRACT IS AMENDED AS FOLLOWS:

GROUNDSKEEPING, GOLF AND SPORTSFIELD MAINTENANCE EQUIPMENT

Pursuant to **Contract Number 120535-01** Special Terms and Condition, Paragraph 6, the City is hereby exercising its option to renew the contract for the time period of **November 27, 2014** through **November 26, 2015**.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 27th DAY



10/27/14
Date

Signature

Darren Redetzke Vice President, Commercial Business

Typed Name and Title

The Toro Company
Company Name

8111 Lyndale Ave S
Address

darren.redetzke@toro.com
Email Address

Bloomington
City

MN
State

55420
Zip

OF October, 2014, AT TUCSON, ARIZONA.



Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM

As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4105
ISSUE DATE: October 2, 2013

CONTRACT NO.: 120535
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
SB
CONTRACT OFFICER: LLOYD B. WINDLE, II

THIS CONTRACT IS AMENDED AS FOLLOWS:

GROUNDSKEEPING, GOLF AND SPORTS FIELDS MAINTENANCE EQUIPMENT

Pursuant to Contract No. 120535-01, Special Terms and Conditions, Section 4, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of November 27, 2013 through November 26, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Darren Redetzke 10/15/2013
Signature Date
DARREN REDETZKE VICE PRESIDENT
Typed Name and Title

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 15 DAY
OR oct, 2013, AT TUCSON, ARIZONA.

THE TORO COMPANY

Company Name

8111 Lyndale Av S.

Address

Darren.Redetzke@toro.com

Email Address

Bloomington, MN 55420

City

State

Zip

Marcheta Gillespie
Marcheta Gillespie, C.P.M., C.P.P.O., C.P.P.E., C.P.M.
as Director of Procurement and not personally



AGENDA MEMORANDUM

Meeting Date: 11/14/2016

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

Via: William Alonso, City Manager/ Finance Director 

From: Tammy Romero, ACM

Subject: Recommendation to approve and authorize the execution of a contract to Lifespan Design Studio for Professional Service in assisting the City in preparing a Design-Build RFQ for the new Senior Center/multi-purpose facility

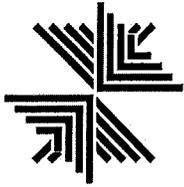
RECOMMENDATION: Recommendation by ACM that Council approve and authorize the execution of a contract to Lifespan Design Studio, LLC, in the amount of \$48,831.00, for assisting the City with Professional Services to prepare a Design-Build Request for Qualifications (RFQ) for the new Senior Center/multi-purpose facility within the two locations selected by Council; 1) adjacent to the Curtiss Mansion on the golf course property and 2) at its current location.

DISCUSSION: At the September 26th Council meeting, we advised Council that in order to allow fair and open competition we had advertised a Request for Qualified Interest (RFQI) to determine how many professionals and/or firms have the expertise, knowledge and design experience, specifically specializing in Senior Center design, who are interested in assisting the City with the following three stages needed to finalize the new facility: 1) Develop Design-Build specifications and plans 2) Assist in the review and evaluation of the RFQ responses and 3) Assist the Design Build professionals in the administration of the new senior center/multi-purpose facility construction.

On September 23rd, we received three responses; Bermello Ajamil & Partners, Inc., Lifespan Design Studio, and Via Design Studio. Responses were reviewed and while all three firms have excellent references and work experience, Lifespan Design demonstrated a considerable amount of experience specific to Senior Centers.

We have included in this memo, two emails from Lifespan Design Studio which address some questions that were raised at the last Council meeting. These relate to the services to be provided by them as well as the licensing requirements.

If approved by Council, Lifespan Design Studio will assist the City with developing a Request for Qualifications for a Design-Build company to develop a set of plans for a multi-purpose/Senior Center Facility that meets the programming needs of our seniors within the two locations selected by Council.



**lifespan
design studio**

Quality of Life Architecture

October 19, 2016

Tammy Romero, ACM
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Re: Professional Services for New Multi-purpose/Senior Center Facility

Dear Ms. Romero:

We appreciate this opportunity to submit our proposal for professional consulting services to support the planning and design of a new Multi-Purpose/Miami Springs Senior Center facility. The proposed scope of services and associated fees have been divided into three sections:

1. Programming, Program Fit, and Site Evaluation
2. Design-Build Team Solicitation and Proposal Evaluation Support
3. Design Consultation: Schematic Design through Construction

A. SCOPE OF SERVICES

1. Programming, Program Fit, and Site Evaluation

Lifespan Design Studio (LDS) will work with the City of Miami Springs to develop a Program of Requirements (POR) for a new facility to support the current and emerging needs of the Miami Springs Senior Center:

- a. Prior to Visit One
 - i. LDS will coordinate the scheduling of Visit One meetings and site visits with the City.
 - ii. LDS will communicate with the Senior Center Director to support preparations for effective Visit One programming meetings.
 - iii. The City will provide LDS with site plans in .dwg format demonstrating the size and configuration of the two proposed sites, topography, setbacks, easements, utility locations, storm water management, and the location of any existing structures, pavement, etc.
- b. Visit One
 - i. Meet with Senior Center staff and others TBD to discuss a vision for the new Senior Center and the programs, services, drop-in activities, group sizes, staff functions, storage, etc. to be accommodated.

- ii. Develop the draft POR and meet with the City to review and refine.
 - iii. Tour and discuss the current Senior Center and the two sites identified by the City for consideration.
- c. LDS will further develop the POR with detail including but not limited to the preferred size, configuration, uses, and location within the facility of each room/space. Site-related requirements including parking and the desired site amenities also will be identified. The fully developed Program will be conveyed to the client team for review and discussed/modified as needed prior to the commencement of program fit diagramming.
- d. LDS will develop program fit diagrams demonstrating options for the arrangement of the programmed rooms and spaces in a configuration that is appropriate for the intended uses and users of the Center. Different schemes may be proposed as necessary based in the unique size, configuration, and orientation of the two sites. Program fit diagrams demonstrating the proposed placement of the building, driveways, walkways, and other site amenities, etc. will be developed for each site.
- e. LDS will prepare a written evaluation and assessment of the apparent opportunities and limitations associated with each site for the proposed use. It should be noted that these evaluations will be based upon observable conditions and information provided by the City: no testing, surveying, or other services not specifically identified herein are included. If deemed necessary, the City will pursue these services separately.
- f. **Visit Two**
 - i. Meet with the City to review the program fit diagrams and site evaluations and re-visit the sites if deemed necessary.
- g. LDS will complete revisions to the program fit diagrams as needed based upon Visit Two discussions, and convey them to the City for final review.

2. Design-Build Team Solicitation and Proposal Evaluation Support

LDS will provide the following services to support effective communication with potential Design-Build teams of LDS' ongoing role as the project continues through design and construction, and to support the evaluation of qualifications submitted by Design-Build teams who express interest in the project:

- a. Provide written information for inclusion in the Request for Qualifications (RFQ) for Design-Build teams, describing the pre-design effort and findings outlined above, and the ongoing services to be provided by LDS in coordination with the selected Design-Build team throughout all phases of design, bidding, and construction.
- b. Provide input and review as the City develops the final RFQ document.

- c. Review up to six Qualifications packets selected by the City and provide written feedback on the apparent opportunities and limitations associated with each submission.
- d. Participate remotely in interviews conducted by the City with prospective Design-Build teams, and provide feedback. Note: At the City's discretion LDS could participate on-site in these interviews as an additional service for a fee to be determined based upon the need for an additional visit versus the potential opportunity to extend Visit One or Two for this purpose.

3. Design Consultation: Schematic Design through Construction

LDS will provide the following services to support the effective implementation of the Program of Requirements and Program Fit concepts in a design that is operationally effective for the proposed uses and appropriate, appealing, and user-friendly for the participants of the new Miami Springs Senior Center.

- a. **Visit Three:** Participate in the Project Launch meeting and site tour/s with the City and Design-Build Team
 - i. Present an overview of the pre-design effort and findings, and the essential senior center/universal design concepts that LDS will support/monitor throughout design and construction.
- b. Provide input, support, and review as the Schematic Design (SD) floor plans, site plan, and elevations are prepared by the Architect of Record.
- c. **Visit Four:** Participate with the Architect of Record in the first presentation/discussion of the SD floor plans, site plan, and elevations with the City
 - i. Participate in the discussion of specific design considerations, product types, etc. to be reflected in the SD cost estimate to be completed by the Design-Build team.
- d. Participate remotely in the presentation/discussion of the SD cost estimate with the City, and provide input, support and review as the SD plans are modified by the Architect of Record as needed.
- e. Complete a final review of SD documents before the project continues into Design Development.
- f. LDS will provide input and review to the full Design-Build team throughout Design Development and Construction Documents preparation focused on any modifications to the floor plans, site plan or elevations; and the selection and application of appropriate products (including but not limited to finishes, fixtures, equipment, hardware, devices, and furniture). LDS will actively support the Interior Designer's efforts through the duration of the project including Visits Five and Six (below), and remote participation in meetings as needed.

- g. **Visit Five** (Design Development): LDS will participate in the initial discussion of finishes and furniture with the City (led by the Interior Designer).
- h. **Visit Six** (Construction Documents): LDS will participate in ongoing discussions of finishes and furniture with the City (led by the Interior Designer).
- i. LDS will provide a written review of all drawings and specifications at approximately 90% completion of Design Development and Construction Documents. These documents will be provided to LDS in hard copy for our use.
- j. LDS will review and provide written feedback on any product substitution or change order requests throughout bidding and construction to monitor the impact of proposed changes/substitutions on the appropriateness and performance for the intended uses and users of the Center.

B. FEE SUMMARY

- 1. Services as described in Items A.1 – A.3:
 - a. Services as described in Programming, Program Fit & Site Evaluation (item A.1 above): Lump sum \$18,775.
 - b. Services as described in Design-Build Team Solicitation and Proposal Evaluation Support (item A.2 above): Lump sum \$2,470.
 - c. Services as described in Design Consultation: Schematic Design through Construction (item A.3 above): Lump sum \$27,586.
 - d. Grand total, lump sum: \$48,831.
- 2. Reimbursable expenses: Project travel-related expenses and incidental project expenses such as out-of-house printing and postage are included in the fee sub-totals above. We assume that a minimum of 2 weeks lead time will be provided to accommodate the booking of cost-effective flights.
- 3. Changes/Additions: Additional services and/or major changes to the scope and fee will be identified in writing and approved by the client prior to the commencement of those services.
- 4. Invoicing: Invoicing is monthly, based on percent of work completed.

C. SERVICES AND COSTS NOT INCLUDED

- 1. Costs associated with testing, permits, licensing, zoning, filing, other approval fees, and
- 2. Other services not specifically included in the scope of services.

D. SPECIAL CONDITIONS

- 1. Billings/Payments: Invoices for services and reimbursable expenses shall be submitted, at the option of Lifespan Design Studio, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the

unpaid balance after 30 days from the invoice date. Lifespan Design Studio shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and Lifespan Design Studio shall have no liability for any resultant delays or damages incurred by the Client as a result of such suspension/termination. Retainers, if applicable, shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

2. **Standard of Care:** In providing services under this agreement, Lifespan Design Studio will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Lifespan Design Studio will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Lifespan Design Studio's part of the Project. Regardless of any other term or condition of this Agreement, Lifespan Design Studio makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.
3. **Consequential Damages:** Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor Lifespan Design Studio shall be liable to the other for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.
4. **Hidden Conditions:** A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If Lifespan Design Studio has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) Lifespan Design Studio has not reason to believe that such a condition exists; Lifespan Design Studio shall not be responsible for the existing condition or any resulting damages or losses resulting there from.
5. **Hazardous Materials/Mold:** Lifespan Design Studio shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation, or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which Lifespan Design Studio shall have no responsibility.
6. **Indemnifications:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold Lifespan Design Studio and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorney's fees and defense

- costs) caused in whole or in part by its acts, errors or omissions and those by anyone for whom they are legally liable. Lifespan Design Studio further agrees to indemnify the Client for damages arising from its own negligent errors, acts, or omissions.
7. Risk Allocation: In recognition of the relative risks and benefits of the project to both the Client and Lifespan Design Studio, the Client agrees, to the fullest extent permitted by law, to limit Lifespan Design Studio's total liability to the Client or anyone making claims through the Client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all clauses, to the total amount of \$100,000 or the amount of Lifespan Design Studio's fee, whichever is greater, or another amount agreed upon when added under Special Conditions.
 8. Termination of Services: This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay Lifespan Design Studio for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
 9. Ownership of Documents: All documents produced by Lifespan Design Studio under this agreement, including electronic files, shall remain the property of Lifespan Design Studio and may not be used by this Client for any other purpose without the written consent of Lifespan Design Studio. Any such use or reuse shall be at the sole risk of the Client who shall defend, indemnify, and hold Lifespan Design Studio and its sub consultants harmless from any and all claims and/or damages arising therefore. Electronic files are not contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Lifespan Design Studio and its consultants.
 10. Defects in Service: The Client shall promptly report to Lifespan Design Studio any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
 11. Construction Activities: Lifespan Design Studio shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for construction means and methods or job-site safety.
 12. Dispute Resolution: Any claim or dispute between the Client and Lifespan Design Studio shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the

American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.

13. Relationship of all Parties: All services provided by Lifespan Design Studio are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Lifespan Design Studio.

We appreciate this opportunity to offer services to the City of Miami Springs. Should there be any questions, please do not hesitate to contact this office.

Sincerely,



Douglas J. Gallow Jr., AIA, NCARB

William Alonso

From: William Alonso
Sent: Tuesday, October 25, 2016 11:57 AM
To: council-group
Cc: Tammy Romero; Karen Rosson; Jan Seiden
Subject: FW: Miami Springs Senior Center - Lifespan Design Studio Proposal

FYI

William Alonso CPA, CGFO, CGMA
City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, Fla. 33166
305-805-5011
Fax: 305-805-5040
Cell: 786-219-6883
Email: alonsow@miamisprings-fl.gov



Please save a tree. Don't print this e-mail unless it's really necessary.

From: Doug Gallow [<mailto:d.gallow@lifespandesignstudio.com>]
Sent: Tuesday, October 25, 2016 9:57 AM
To: Tammy Romero; Ellen Gallow
Subject: Re: Miami Springs Senior Center - Lifespan Design Studio Proposal

Hi Tammy,

I watched the video of last night's meeting to get a better understanding of the question at hand. Based on what various members of the Council stated, it seems clear that our scope is understood by the City. We are not providing on-site supervision during the construction of the project. That will be the responsibility of others (the design/build architect or contractor). Our involvement during construction as stated in item A.3.j in our proposal, will be

"LDS will review and provide written feedback on any product substitution or change order requests through bidding and construction to monitor the impact of proposed changes/substitutions on the appropriateness and performance for the intended uses and users of the Center".

This scope during construction is to make sure that the construction of the center is in accordance with the design as it relates to senior center design and design for aging. During the design of the

project, many decisions will be made and products specified that are selected specifically because of their appropriateness for senior center design and design for aging. As we all have seen, during bidding and/or construction, contractors will request to use a different product, for any number of reasons, than the one specified. Our role during construction is to make sure that the products being used in the building meet the specific basis of design so the City does not arbitrarily get less appropriate, or inappropriate products in the completed building.

If there are any other questions, or if further clarification on this item is needed, do not hesitate to contact us.

We look forward to the meeting of November 14th.

Thank you,

Doug

On Tue, Oct 25, 2016 at 9:18 AM, Tammy Romero <romerot@miamisprings-fl.gov> wrote:

Good morning Mr. Gallow,

Our recommendation, made at last night's meeting, to approve and authorize the execution of your contract was deferred until November 14th to allow Council more time to come up with some additional (possible) options for sites.

However, at the meeting, I was asked to get some clarification and confirm that your consultant services under this contract will be provided through the construction of the project.

Please advice,

Tammy Romero

Tammy Romero

Assistant to City Manager

CITY OF MIAMI SPRINGS

201 Westward Drive

Miami Springs, Fl. 33166

William Alonso

From: Tammy Romero
Sent: Monday, October 31, 2016 10:21 AM
To: William Alonso
Subject: FW: Miami Springs Senior Center

Read below...

Tammy Romero

Tammy Romero
Assistant to City Manager
CITY OF MIAMI SPRINGS
201 Westward Drive
Miami Springs, Fl. 33166
305-805-5035 Phone
305-805-5040 Fax
romerot@miamisprings-fl.gov

The City of Miami Springs is on [Twitter](#) and has a website [MiamiSprings-FL.Gov](#)

Please save a tree. Don't print this e-mail unless it's really necessary.

From: Doug Gallow [<mailto:d.gallow@lifespandesignstudio.com>]
Sent: Wednesday, October 26, 2016 2:21 PM
To: Tammy Romero
Cc: Ellen Gallow
Subject: Re: Miami Springs Senior Center

Hi Tammy,

I left you a message on your phone regarding this, but thought I would also send you an email.

I spoke with the licensing people at the State to verify that I did not need to be licensed for us to assist the City in determining the size of your building. They said I did not need to be licensed because we were not going to be the architect of record, were not going to design the building, and were not going to prepare, sign, and seal the construction documents. We are going to assist the City in determining what you needed, and how big the building will be, and establish parameters for the design/build firm, who will be the architect of record, will follow.

To answer your question, for me to become licensed would cost us \$490.

Let me know if you have any other questions. If you would like to have a conversation with the City Manager with me included, let me know.

Thank you,

Doug



AGENDA MEMORANDUM

Meeting Date: 11/14/2016

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

From: William Alonso, City Manager *WAL*

Subject: Renewal of contract with American Traffic Solutions for the Red Light Camera Enforcement Program

Recommendation:

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

Discussion/Analysis:

The City's original contract with American Traffic Solutions (attachment B) was signed on August 22, 2011 for a five year term. The Company has provided a five year extension (attachment A) which provides for a cost reduction from \$4,750 per camera per month to \$4,250 per month per camera. Based on the current five camera program, this means an annual cost savings of \$30,000 or \$150,000 over the five year renewal term. The renewal document also addresses under paragraph 3, technology advancements that are going to be provided in the near future after the Florida Department of Transportation (FDOT) grants its approval and the related cost for the Enhanced Video Services. Under paragraph 5, ATS advises that it cannot provide the cost at this time of the Automated License Plate Recognition System (ALPR) technology since this will not be available for a few months. Again, ATS advises that the ALPR technology depends on FDOT approval and there is no accurate timeline as to when FDOT will approve this.

A further consideration is that if the City were to change companies at this time there would be a transition period of anywhere from three to six months where we would not be generating any revenues from the program.

Since the program's inception in January 2012, the issuance of Red Light Camera violations has steadily declined every year. Ninety-five percent of drivers who received a violation, never received another Red Light Camera violation here, marking an obvious change in driver behavior while traveling through Miami Springs. Also, a major benefit of this program, aside from traffic safety, is that video and the high definition digital photos captured by the red light cameras have provided the Police Department with evidence that has assisted in the solving of several crimes which otherwise may have gone unsolved.

Discussion/Analysis (continued):

As can be seen below, the program has generated net revenues of almost \$1.46 million over this period of time. The revenues for FY2014, 2015 and 2016 have decreased due to the fact that two of the cameras were down for some time due to construction in the area and new Miami-Dade Traffic Maintenance protocols. These cameras are expected back online and functioning within the next few weeks which would significantly increase our revenues. The program to date shows that less than 5% of the violations are Miami Springs' residents.

Both representatives from American Traffic Solutions, as well as Lt. Deal, are here tonight to answer any questions you may have.

Fiscal Impact:

The renewal will generate annual savings of \$30,000 and a five year total savings of \$150,000.

The following is a breakdown of the net revenues generated by the program since inception:

FY2016	\$246,159
FY2015	266,383
FY2014	254,830
FY2013	377,128
FY2012	<u>314,116</u>
Total	\$1,458,616

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment (this "Amendment") is dated effective this ___ day of _____, 2016 and is entered into between American Traffic Solutions, Inc. ("ATS"), a Kansas corporation and the City of Miami Springs, Florida ("Customer"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, on or about July 26, 2011, Customer and ATS entered into a Professional Services Agreement, which was amended on or about June 25, 2013 ("First Amendment"); and

WHEREAS, Customer and ATS mutually desire to extend the term of the Agreement, modify the fee structure for current services, and add enhanced services to the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, Customer and ATS hereby agree as set forth below:

1. The execution of this Amendment shall serve as written notice by the City to ATS, pursuant to Section 3. Term and Termination of the Agreement, to extend the Agreement for an additional five (5) year term. Notwithstanding anything in the Agreement to the contrary, the parties agree the "Start Date" of this new five (5) year term shall be December 1, 2016 and each five (5) year renewal period going forward shall have a Start Date of December 1st, however if a camera system is installed subsequent to the effective date of this Amendment, the term of the Agreement shall be five (5) years from the first issued and payable citation from the last camera installed. The remaining renewal terms and conditions in Section 3. Term and Termination of the Agreement shall remain unchanged, except any future renewal terms must be mutually acceptable to each party as indicated in writing.
2. Section 1.0 of Exhibit A of the Agreement is hereby modified to change the price per camera per month from a lane-based pricing structure to a flat monthly fee of \$4,250 per camera per month for any camera installed prior to the effective date of this Amendment and \$4,750 per camera per month for any camera installed subsequent to the effective date of this Amendment.
3. **Option For Enhanced Video Services.** Upon FDOT granting permits for, or otherwise approving the use of, enhanced video services, ATS agrees to make available to Customer such video system enhancements that permit Customer to perform remote video retrieval and video streaming for the five (5) existing Camera Systems installed as of the effective date of this Second Amendment—should Customer provide ATS with written notice of its desire to implement such enhancements. In such event, fees shall be as indicated below, which are not included in the flat monthly service fee set forth in Section 1.0 of Exhibit A of the Agreement.

ATS shall make the system enhancements to allow for ATS Live to be available to Customer at ATS' expense, except that Customer shall be responsible for Data Plan Use fees. Customer understands the standard fee for ATS Live AutoPatrol Add-On System of \$1,650 per camera will be waived. ATS Live includes 30 minutes per camera per month at no charge. Each Camera System's allotted amount of minutes can be shared across all systems. For instance, if five (5) Camera Systems are to be equipped with ATS Live, the first 150 minutes to be shared across those five (5) Camera Systems every month will be free of charge to the Customer. If more than 150 minutes is used per month then each additional block of 30 minutes to be shared across all Camera Systems will cost the Customer \$30 per block

4. The parties agree that the Enhanced Video Services shall be subject to the following provisions:
 - i. Historical video is stored at the Camera site for a time period of at least 30 days pursuant to the Customer's direction to retain the video for the period specified in the State of Florida General Records Schedule GS1-SL, Section 302, after which time the video is overwritten.

- ii. Requested video files pursuant to the Enhanced Video Services will be available for Customer download within 1 business day of request and will be available for retrieval for 30 days, consistent with State of Florida General Records Schedule GS1-SL, Section 302.
 - iii. Customer acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by law for said video file. Consistent with Section 6 below, Customer agrees that since the requested video file is not required by ATS to continue to perform the service outlined in this Agreement, the video file and any resulting public records shall be transferred to Customer prior to the termination of the Agreement and Customer shall serve as the records custodian for any said public records created. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Service, whether by formal public records request or otherwise. ATS shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video beyond maintaining public records consistent with the records retention schedule specified by the Customer in this Agreement and consistent with the process outlined in Section 6.
 - iv. Video file requests from historical video are limited to 30 minutes. If additional footage is required, additional requests may be made by Customer.
 - v. To avoid unintended data usage charges, streaming video is limited to 10-minute sessions. After 10 minutes, users will be prompted to reconnect.
 - vi. Customer understands they are solely responsible for the proper use of video gathered through any video enhancement.
5. **Option for Automated License Plate Recognition (ALPR) System.** Upon FDOT granting permits for, or otherwise approving the use of ALPR systems, and upon the availability of an ALPR system that meets the Customer's needs, ATS agrees to make ALPR systems available to Customer on the five (5) existing Camera System sites —should Customer provide ATS with written notice of its desire to implement ALPR. In such event, ATS shall make ALPR available to the Customer. Pricing for the ALPR system shall be in writing, through an amendment to the Agreement, and mutually agreed to by the parties prior to installation.
6. The Agreement shall be modified to include the following provision:
- “a. Public Records: As required by Section 119.0701, Florida Statutes, ATS hereby specifically agrees to comply with the public records laws of the State of Florida. ATS specifically agrees to:
- i. Keep and maintain public records required by City in order to perform the service.
 - ii. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if ATS does not transfer the records to City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of ATS or keep and maintain public records required by City to perform the project scope of services. If ATS transfers all public records to City upon completion of the Agreement, ATS shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ATS keeps and maintains public records upon completion of the Agreement, ATS shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with the information technology systems of City.

- v. In the event ATS fails to comply with a public records request, City shall be authorized to enforce this contractual provision.
- vi. **IF ATS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ATS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

1. [Name of local agencies' Custodian of Records]"

- 7. The following is added to the Agreement as section 9A. to section 9. Ownership of System:

"9.A. Notwithstanding anything in the Agreement to the contrary, ATS retains the sole and exclusive ownership rights to all meta-data, business intelligence, or other analytics obtained, gathered, or mined by ATS from the program data and that such information is deemed proprietary and confidential to ATS. However, ATS grants the Customer a license to use the photographic and video images produced by the Camera Systems for any and all lawful governmental purposes, including complying with any public records requests."

- 8. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
- 9. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF MIAMI SPRINGS

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT

This *Professional Services Agreement* which includes the attached Exhibits ("this Agreement") is between **American Traffic Solutions, Inc.** (herein "ATS"), with its principal place of business at 7681 East Gray Road, Scottsdale, Arizona, and the City of Miami Springs, Florida (herein "**Customer**"), with principal offices at 201 Westward Drive, Miami Springs, Florida 33166. This Agreement sets forth the terms and conditions under which ATS will furnish the Services described herein to **Customer**.

WITNESSETH:

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes for the enforcement of red-light violations through the use of traffic infraction detectors, as defined in Section 316.003(86) of the Florida Statutes, referred to collectively as the "Axis System" (herein the "**Axis System**"); and

WHEREAS, on or about May 13, 2010, the Governor of the State of Florida signed CS/CS/HB325 into law, resulting in the Law of Florida 2010-80 taking effect on July 1, 2010; and,

WHEREAS, Law of Florida 2010-80 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes, subject to certain requirements; and,

WHEREAS, the **Customer** has approved Ordinance No. 1009-2011 of the City's Code of Ordinances to provide for the enforcement of red light violations using traffic infraction detectors in accord with the provisions of Law of Florida 2010-80; and,

WHEREAS, **Customer** desires to use the Axis™ System to implement its Traffic Signal Automated Enforcement Program, and to issue Notice of Violations and Uniform Traffic Citations.

WHEREAS, **Customer** desires to use the Axis System to monitor and enforce red light violations.

WHEREAS, **Customer** is desirous of awarding a contract to ATS pursuant to the provisions of the **Customer's** purchasing ordinance by waiving the competitive bidding process when the best interests of the City and its citizens will be served thereby.

The attached Exhibits include:

- Exhibit A.....SERVICE FEE SCHEDULE
- Exhibit B.....SCOPE OF WORK
- Exhibit C.....INITIAL CAMERA LOCATIONS
- Exhibit D.....DMV SUBSCRIBER AGREEMENT

By signing below, each of us agrees to the terms and conditions of this Agreement, which includes the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF MIAMI SPRINGS, FLORIDA

By: Adam E. Tuton 8/26/11
Adam E. Tuton, Date
EVP & President of Public Safety

By: James R. Borgmann 8-22-2011
James R. Borgmann, City Date
Manager

ATTEST:

By: Magali Valls 8-22-11
Magali Valls, City Clerk Date

This Agreement is effective upon the last date as shown on this cover page (the "Effective Date").

I. DEFINITIONS

As used in this **Agreement**, the following terms shall have the respective meanings provided below:

1. "**Approach**" means one (1) direction of travel or one (1) or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. "**Camera System**" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a **Violation** on up to four (4) contiguous lanes controlled by up to two (2) signal phases which records such data with one (1) or more images of the rear of the vehicle involved in the **Violation**, the vehicle's license tag, and the traffic signal being violated, together with streaming video of the **Violation**. "**Camera System**" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axis System is stationed.
3. "**Notice of Violation**" means a written notice of a **Violation** or equivalent instrument issued by or on behalf of **Customer** relating to a **Violation** documented or evidenced by the Axis System.
4. "**Owner**" means the owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.
5. "**Person**" or "**Persons**" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
6. "**Project Business Process Work Flow**" means initial schedules and timelines required to begin the implementation of City's project.
7. "**Recorded Image**" means an image digitally recorded by a "**Camera System**".
8. "**Site Selection Analysis**": A statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for an intersection safety camera system.
9. "**Traffic Control Signal**" means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through an intersection.
10. "**Traffic Infraction Enforcement Officer**" means an employee of **Customer's** police or sheriff's department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes.
11. "**Uniform Traffic Citation**" means a uniform traffic citation as described in Section 316.650 of the Florida Statutes.
12. "**Violation**": Means a violation of Section 316.074(1) or Section 316.075(1)(c)1 of the Florida Statutes involving a motor vehicle.

II. GENERAL TERMS AND CONDITIONS

1. **ATS AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 1.
2. **CUSTOMER AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 2.
3. **TERM AND TERMINATION:**

The term of this **Agreement** shall be for five (5) years beginning on the date of first issued **Notice of Violation** from the last installed Camera System in the first authorized phase of Camera Systems (the "Start Date"). The Customer shall have an option to extend the **Agreement** for successive five (5) year periods by providing written notice to ATS of its intent to exercise said option one hundred and twenty (120) days prior to the expiration of the current term.

 - 3.1 **ATS' services may be terminated:**
 - (i) By mutual written consent of the parties;

- (ii) For Cause, by either party where the other party fails in any material way to perform its obligations under this **Agreement**. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (iii) For Convenience, by either party in the event the Customer's use of red light safety camera systems is rendered unlawful pursuant to applicable state or federal law and after the exhaustion of all legal action by either the Customer or ATS seeking to overturn the court order or state or federal legislation that rendered the use of red light safety cameras unlawful, however the Customer shall have no obligation to pay ATS a fee for any period when it is unlawful to issue citations. The term of the **Agreement** shall be suspended during any period in which the Customer is not obligated to pay ATS and such time period shall be added to the term of the **Agreement** once it becomes lawful for the Customer to issue citations. In the event of termination pursuant to this subsection, the parties shall take the following actions set forth in Subsection 3.3 below which survive termination during the wind-down period.
- (iv) Without Cause, Customer may terminate at any time after giving one hundred twenty (120) days written notice to discontinue the Camera System program. In the event the **Agreement** is terminated by the Customer pursuant to this Section 3.2 (iv) during the term of the **Agreement**, the Customer shall pay ATS the unamortized amount invested by ATS in each approach at the date of termination by the Customer. In a termination pursuant to this subsection during the term of the **Agreement**, ATS shall be required to provide complete documentation to support its total investment in each approach, including specific documentation relative to the total cost of each Camera System and related equipment, labor and installation costs and any other on-going maintenance costs specific to each Camera System. The reimbursement amount shall then be determined by establishing the total cost of each approach, which shall then be amortized based on the rules governing amortization of capital equipment as contained in the Internal Revenue Service Code.

3.3 Upon termination of this **Agreement** for any reason, the parties recognize that **Customer** will have to process traffic law violations in the "pipeline", and that **ATS** accordingly must assist **Customer** in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: **Customer** shall cease using the Axis System, shall return or allow **ATS** to recover all provided equipment within a reasonable time not to exceed one hundred and twenty (120) days, and shall not generate further images to be processed. Unless and until directed by **Customer** not to do so, **ATS** shall continue to process all images taken by **Customer** before termination and provide all services associated with processing in accordance with this **Agreement**, and shall be entitled to all Fees specified in the **Agreement** as if the **Agreement** were still in effect.

4. ASSIGNMENT:

Neither party may assign all or any portion of this **Agreement** without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for the purposes of ATS business financing purposes, ATS may sell, assign, transfer or convey any interest in this contract in whole or in part without the written consent of the Customer.

5. FEES AND PAYMENT:

- 5.1 **Customer** shall be invoiced and pay for all equipment, services and maintenance based on the fee schedule indicated in the Exhibit "A", Schedule 1 ("Fees").
- 5.2 **Customer** shall pay all Fees due **ATS** based upon invoices from the proceeding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances, except as provided in section 5.4 Revenue Neutrality.
- 5.3 Unit prices will be fixed for the first two (2) years of the first term and thereafter on each anniversary date of the term unit prices will increase by Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- 5.4 *Revenue Neutrality*. During the term of the contract, payments by the Customer may be made to ATS under a Flexible Payment Plan. Under the Flexible Payment Plan the

Customer may defer certain payments to ATS due and owing during a fiscal year (such fiscal year to run from October 1 to September 30), which shall be the "billing period". If at the end of a billing period sufficient funds have not been collected by the Customer to pay the accrued balance then due to ATS, ATS agrees to waive its right to recovery with respect to any balance owing to ATS at the end of that fiscal year. The first billing period when a waiver of right to recovery may occur shall not be before the Agreement has been in effect for at least twelve (12) months. For purposes of this clause, the term "funds" shall not mean the gross amount of penalties to be assessed pursuant to Florida Statutes Section 316.0083(1)(b)3. and/or Florida Statutes Section 318.18(15)(a)3. for a violation of Florida Statutes Sections 316.074(1) or 316.075(1)(c) (such amount as of the Effective Date of this Agreement being \$158.00), rather "funds" shall be only such portions of said gross revenues that are either (i) retained by the City after remittances contemplated in Florida Statutes Section 316.0083(1)(b), or (ii) sums distributed to the City pursuant to Florida Statutes Section 318.18(15)(a)3.

This Flexible Payment Plan will be applied as follows: ATS will maintain an accounting of any net balances owed ATS each month during the billing period. If amount of funds collected from all camera systems combined during a month exceeds the amount of the ATS invoice for the same month, the Customer shall pay ATS the total amount due on the invoice. If the amount of funds collected from all camera systems combined during a month is less than the amount of the ATS invoice for the same month, the Customer shall pay ATS only the amount collected during the same month and Customer may defer payment of the remaining balance. Payments due ATS shall be reconciled by applying future funds collected in subsequent months during the same billing period, first to the accrued balance and then to the subsequent monthly invoice during the same billing period. At any time the ATS invoices, including any accrued balance, are fully repaid, the Customer will retain all additional funds collected during the billing period. Such additional funds (whether reserved in cash or not by the Customer) will be available to offset future ATS invoices during the same billing period. At no time shall any accrued balances owed by Customer to ATS carry-back or carry-forward to preceding or subsequent billing periods. Under the Flexible Payment Plan, the Customer shall never pay ATS more in fees than revenue generated from the program.

5.5 Flexible Payment Plan – Limitations. The Customer shall enforce all valid violations in accordance with the laws of Florida. Should this not occur the Flexible Payment Plan does not apply. ATS agrees to defer billing for sixty (60) days on new camera systems.

6. INTERSECTION AND VIOLATION RATE ANALYSIS:

Prior to implementing the Axis System, ATS may conduct an analysis of each intersection Approach being considered for a Camera System. If ATS deems necessary, ATS will use the Site Selection Analysis assessment model or other tool or means to complete the analysis. The Customer will be provided a report on violations recorded at each monitored approach. For any intersection Approach recommended by the Customer, ATS may install a Camera System. However, ATS may elect not to install a Camera System where traffic violation data does not support installation of the Axis System. Refer to Exhibit C, Designated Intersections, for the identified intersection approaches for first phase of project.

7. COMMUNICATION OF INFORMATION:

ATS agrees that most information obtained by ATS through operation of the Axis System shall be made available to Customer during ATS's normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of Customer's obligation under this Agreement. Depending on the scope of Customer's request, there may be a fee for such services.

8. CONFIDENTIAL INFORMATION:

No information given by ATS to Customer will be of confidential nature, unless specifically designated in writing as proprietary and confidential by ATS or deemed confidential by operation of law. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of the "Florida Open Records Act" or similar laws, insofar as they may be applicable. ATS shall not use any information acquired by this program with respect to any violations or Customer's law enforcement activities for any purpose other than the program.

9. OWNERSHIP OF SYSTEM:

It is understood by **Customer** that the System being installed by **ATS** is, and shall remain, the sole property of **ATS**, unless separately procured from **ATS** through a lease or purchase transaction. The System is being provided to **Customer** only under the terms and for the term of this **Agreement**.

10. INDEMNIFICATION AND INSURANCE:

Any **Camera System** provided by **ATS** pursuant to this **Agreement** shall comply with the maintenance procedures and manufacturer recommendations for that equipment. **ATS** shall indemnify and save harmless **Customer** against claims arising from **ATS's** negligent or willful violations of the maintenance procedures and manufacturer recommendations for operation of the **Camera System**.

ATS shall maintain the following minimum scope and limits of insurance:

- 10.1 Insurance policies providing aggregate commercial general liability coverage of at least \$5,000,000 per occurrence. Such insurance shall include **Customer**, its officers, directors, employees and elected officials as additional insureds for liability arising from **ATS's** operations.
- 10.2 Workers' Compensation Insurance as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident; **ATS** shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of **Customer**.
- 10.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles use by **ATS** with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

Customer and its officers and employees, shall be named as additional insureds on the comprehensive general liability policies provided by **ATS** under this **Agreement**. **ATS** shall require any subcontractors doing work under this **Agreement** to provide and maintain the same insurance, which insurance shall also name **Customer** and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing **ATS** is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to **Customer** within thirty (30) calendar days after the date on which this **Agreement** is made. Such certificates shall show that **Customer** shall be notified of all cancellations of such insurance policies. **ATS** shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as **Customer** is a body politic and corporate, the laws from which **Customer** derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, **Customer** may enter into this **Agreement**, shall be controlling and shall be incorporated by reference into this **Agreement**. **Customer** shall be responsible for vehicle insurance coverage on any vehicles driven by **Customer** employees. Coverage will include liability and collision damage.

11. STATE LAW TO APPLY:

This **Agreement** shall be construed under and in accordance with the laws of the State of Florida.

12. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the **Agreement** shall be attempted to be settled through good-faith efforts between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- 12.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within 14 days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties upon a showing of substantial need by the party seeking discovery.
- 12.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award:
- (i) damages inconsistent with the **Agreement**; or,
 - (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 12.3 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.
- 12.4 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

13. AMENDMENTS TO THE AGREEMENT:

Customer may from time to time consider it in its best interest to change, modify or extend the terms, conditions or covenants of this **Agreement** or require changes in the scope of services to be performed by **ATS**, or request **ATS** to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this **Agreement**. If changes or modifications result in additional costs, **ATS** will provide a written estimate of such. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of **ATS**' compensation, must be agreed upon by and between **Customer** and **ATS** incorporated in written amendments (herein "Amendments") to this **Agreement**. Such Amendments shall not invalidate the procurement process or this **Agreement** nor relieve or release **ATS** or **Customer** of any of its obligations under this **Agreement** unless stated therein. No oral amendments, changes, or modifications to this **Agreement** are permitted.

14. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this **Agreement** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

15. PRIOR AGREEMENT SUSPENDED:

This **Agreement** constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

16. NO AGENCY:

ATS is an independent contractor providing services to **Customer**, and the employees, agents and servants of **ATS** shall in no event be considered to be the employees, agents or servants of **Customer**. This **Agreement** is not intended to create an agency relationship between **ATS** and **Customer**, except as expressly provided in Exhibit B hereto.

17. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions,

strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by **ATS**. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

18. OFFER EXTENDED TO OTHER GOVERNMENTAL AGENCIES:

Customer encourages and agrees to **ATS** extending the pricing, terms and conditions of this **Agreement** to other governmental entities at the discretion of **ATS**.

19. ENTIRE AGREEMENT:

The provisions of this **Agreement**, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this **Agreement** are merged into this **Agreement**. Except as amended by this **Agreement**, the terms of the **Agreement** shall continue in full force and effect.

20. COUNTERPART EXECUTION:

This **Agreement** may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this **Agreement** on its behalf has all right and authority to bind and commit that party to the terms and conditions of this **Agreement**.

21. NOTICES:

Any notices or demand which, under the terms of this **Agreement** or under any statute, must or may be given or made by **ATS** or **Customer** shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

TO THE CUSTOMER:

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

TO ATS:

American Traffic Solutions, Inc.
7681 East Gray Road
Scottsdale, Arizona 85260
Attention: Adam E. Tuton
EVP & President of Public Safety

22. MOST FAVORED GOVERNMENTAL ENTITIES:

ATS agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a service fee that is more favorable than the service fee in this Agreement, the **Customer** shall be entitled to such service fee. The same or substantially similar scope of services shall be defined as a program with the same number of camera systems, similar contractual terms, the same scope of services and located within the state of Florida.

EXHIBIT A
SERVICE FEE SCHEDULE

1.0 Description of Pricing	Fee
Fees are based on flat fee per camera per month and are as follows:	
For 1 or 2 Lanes	\$3,750*
For 3 or 4 Lanes	\$4,250*
For 5 or 6 Lanes	\$5,250*

*A \$500 per month discount has been applied per camera on the pricing fee for each month during the first 12 months after installation, provided that the camera is installed during the first 12 months after the Date an Agreement is executed.

Service Fees Include: Fee includes all costs required and associated with one rear only camera system installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, mailing of Notice of Violation in color with return envelope, mailing of Uniform Traffic Citation (as needed), lockbox and epayment processing services, call center support for general program questions and public awareness program support.

Assuming no return receipt is required, the fee for certified mail for the Uniform Traffic Citation is extra and will be billed per unit as published by the US Postal Service (<http://www.usps.com/prices/extra-services-prices.htm>).

2.0 **Optional Collection Services:** ATS may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts do not conflict with State Law. ATS will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection. For those accounts in default that go to collection, this is in addition to our Fees noted above.

Pre-Collection Letters	10% of Recovered Revenue
Delinquent Collections Services	30% of Recovered Revenue

3.0 **Optional Annual Training Conference:** ATS provides a comprehensive user training conference for active photo traffic safety and enforcement clients. The conference's main focus is Training of the system. Core elements include training on implementation methods and improvements, operational monitoring and improvements, statistical analysis, public relations and technology assessment. The sessions include participation by industry members, industry speakers and panel discussions. The *Annual User Conference* will be held in Phoenix Metro area. Customer shall be invoiced \$100 per month per attendee and can assign up to three (3) project team members to attend the Conference each year. The \$1,200 fee per attendee will cover travel, accommodations and all related Conference fees.

Pricing Valid Through 10/9/2011

EXHIBIT B
SCOPE OF WORK

I. ATS SCOPE OF WORK

1.2 ATS IMPLEMENTATION

- 1.2.1 **ATS** agrees to provide **Camera Systems** to the **Customer** as described in this Agreement, except for those items identified in Section 2 titled "**Customer Scope Of Work**". **ATS** and **Customer** understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the **Customer**, unless otherwise specified, **Customer** shall not charge **ATS** for the cost. All other in-scope work, external to **Customer**, is the responsibility of **ATS**.
- 1.2.2 **ATS** agrees to make every effort to adhere to the Project Business Process Work Flow agreed upon between the parties.
- 1.2.3 **ATS** will assist **Customer** with Site Selection Analysis evaluation of candidate sites.
- 1.2.4 **ATS** will install **Camera Systems** at a number of intersections or grade crossing approaches to be agreed upon between **ATS** and **Customer** after completion of Site Selection Analysis, unless already identified in Exhibit C, Designated Intersections of this Agreement. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where **Camera Systems** are installed and maintained
- 1.2.5 **ATS** will operate each **Camera System** on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.6 **ATS'** in-house Communications Department will assist **Customer** with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, **ATS** may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to **ATS** from collected revenue.
- 1.2.7 **ATS** agrees to provide a secure web site (www.violationinfo.com) accessible to **Owners** who have received **Notices of Violation** or **Uniform Traffic Citations** by means of a Notice # and PIN, which will allow violation image and video viewing. As part of the secure website, **ATS** will provide a Frequently Asked Questions (F.A.Q.) page.
- 1.2.8 **Customer** and **ATS** will complete the Project Business Rules Process Work Flow design within thirty (30) days of the **Effective Date**, unless mutually agreed to otherwise by both parties.
- 1.2.9 **ATS** will design, fabricate, install and maintain red light camera warning signs required by law to be posted in connection with the use of a **Camera System**.
- 1.2.10 Unless otherwise notified, **ATS** will provide technician site visits to each **Camera System** once per quarter, or as needed, to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance. **ATS** agrees to follow all applicable Florida Department of Transportation regulations related to the installation and maintenance of Traffic Infraction Detectors.
- 1.2.11 **ATS** shall make every effort to repair a non-functional **Camera System** within seventy-two (72) business hours of determination of a malfunction, except for those causes of

Force Majeure as outlined in Section 17.0 General Terms and Conditions of this Agreement.

- 1.2.12 **ATS** shall make every effort to repair the Axis VPS System within one (1) day from the time of reported outage. Outages of **Customer** internet connections or infrastructure are excluded from this service level.
- 1.2.13 For any **Customer** using **ATS** lockbox or epayment services, **ATS** will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for **Customer**" at U.S. Bank. All funds collected on behalf of **Customer** will identify the account to receive funds wired from U.S. Bank. **Customer** shall sign a W-9 and blocked account agreement, to be completed by **Customer**, to ensure **Customer's** financial interest in said U.S. Bank account is preserved.
- 1.2.14 **ATS** shall provide training for personnel of the **Customer**, including, but not limited to, the persons who **Customer** shall appoint as Traffic Infraction Enforcement Officers and other persons involved in the administration of the program, regarding the operation of the **ATS** System and the program. This shall include training with respect to the **ATS** System and its operations, strategies for presenting Infractions Data in court as expert witness and judicial proceedings and a review of the Enforcement Documentation.

1.3 **ATS OPERATIONS**

- 1.3.1 **ATS** shall provide **Customer** with an automated web-based citation processing system (Axis VPS) including image processing, color printing and mailing of a **Notice of Violation** per chargeable event. Each **Notice of Violation** shall be delivered by first class mail to the **Owner** within the statutory period. Mailings to **Owners** responding to **Notices of Violation** identifying drivers in affidavits or non-liability or by rental car companies are also included according to each pricing option.
- 1.3.2 **ATS** shall act as **Customer's** agent for the limited purpose of making an initial determination of whether **Recorded Images** should be forwarded to the **Traffic Infraction Enforcement Officer** to determine whether a **Violation** has occurred and shall not forward for processing those **Recorded Images** that clearly fail to establish the occurrence of a **Violation**.
- 1.3.3 Upon expiration of the due date of the **Notice of Violation**, Axis VPS shall issue a **Uniform Traffic Citation**, which shall be delivered by certified mail, no return receipt, to the **Owner** within the statutory period. The issuance of the **Uniform Traffic Citation** shall be based on the **Traffic Infraction Enforcement Officer's** approval, as provided in Section 2.4 of this Exhibit B, Scope of Work, of the **Notice of Violation**.
- 1.3.4 **ATS** shall make available a form of affidavit, approved by **Customer**, to be used by an **Owner** who wishes to establish the existence of an exemption to a **Notice of Violation** or **Uniform Traffic Citation** as provided in Section 316.0083(1)(d)1 of the Florida Statutes.
- 1.3.5 Axis VPS shall apply an electronic signature to a **Notice of Violation** or **Uniform Traffic Citation**, when authorized to do so by an approving **Traffic Infraction Enforcement Officer**.
- 1.3.6 **ATS** shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as **Customer's** agent for these purposes.
- 1.3.7 **ATS** shall seek records from out-of-state vehicle registration databases and apply records found to issue **Notices of Violation** and **Uniform Traffic Citations** for **Customer** according to each pricing option. **ATS** assumes this responsibility as named **Customer's** agent by signing of DMV Subscribers Agreement.
- 1.3.8 If **Customer** is unable to or does not desire to integrate **ATS** data into its adjudication system, **ATS** shall provide an on-line adjudication processing module, which will enable

the adjudication function to review cases, related images, correspondence (up to six correspondences) and other related information required to adjudicate the disputed **Uniform Traffic Citation**. The system will also enable the adjudication staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of **ATS** data to the adjudication system may, at **ATS's** option, be advanced to or on behalf of **Customer**, and recovered by **ATS** from **Customer** as an additional charge on its invoice submitted to **Customer** pursuant to Section 5 of this **Agreement**.

- 1.3.9 **Customer** shall be able to use the Axis VPS System to run and print standard system reports. In the event **Customer** requests a custom report, **ATS** will provide a written estimate on its development. Any custom report must be agreed upon by and between **Customer** and **ATS** in writing.
- 1.3.10 If required by the Court or prosecutor, **ATS** shall provide **Customer** with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis System until judicial notice is taken.
- 1.3.11 In those instances where damage to a **Camera System** (or sensors where approved) is caused by negligence on the part of **Customer** or its authorized agent(s), **ATS** will provide **Customer** an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, **ATS** shall repair any damaged equipment and **Customer** will reimburse **ATS** for cost of repair. **ATS** shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.3.12 **ATS** shall provide a help-line to assist **Customer** resolve any problems encountered regarding its **Camera System** and/or citation processing. The help-line shall function during normal business hours.
- 1.3.13 As part of its **Camera System**, **ATS** shall provide **Owners** with the ability to view **Recorded Images of Violations** involving their motor vehicles online. This online viewing system shall include a link to the **ATS** payment website(s) and may offer the opportunity to download a form affidavit to establish an exemption under Section 316.0083(1)(d) of the Florida Statutes. Online-obtained affidavits submitted in response to a **Notice of Violation** or **Uniform Traffic Citations** shall be directed to and processed by **ATS** and communicated to **Customer** via the Axis System.
- 1.3.14 **ATS** will seek to charge, collect, and retain a maximum convenience fee of \$4.00 each for electronic payments provided. Such fee is paid by the violator. **Customer** will not receive any of said convenience fee. **Customer** assumes no liability, responsibility, or control for said fee sought by **ATS**.

II. CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a project manager with authority to coordinate **Customer** responsibilities under this **Agreement**.
- 2.2.2 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a **Uniform Traffic Citation** manager responsible for oversight of all **Uniform Traffic Citation**-related program requirements.
- 2.2.3 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name(s), contact information, and electronic signature(s) of all **Traffic Infraction Enforcement Officers** authorized by **Customer's** police or sheriff's department to approve and issue **Notices of Violation** and **Uniform Traffic Citations**.
- 2.2.4 **Customer** shall establish a method by which an **Owner** who has received a **Notice of Violation** or a **Uniform Traffic Citation** may review the images and video evidencing the **Violation** at www.violationinfo.com free of charge. This may be at a publicly

available terminal at a **Customer** facility or by appointment with the **Uniform Traffic Citation** manager.

- 2.2.5 **Customer** shall make every effort to adhere to the Project Business Process Work Flow to be agreed upon between both parties.
- 2.2.6 **Customer** shall direct the Chief of Police or approved alternate to execute the **ATS** DMV Subscriber Services Agreement (Exhibit D) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that **ATS** is acting as an Agent of **Customer** for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.2.7 **Customer** and **ATS** shall complete the Project Business Process Work Flow design within thirty (30) calendar days of last contract execution date.
- 2.2.8 **Customer** is responsible for notifying **ATS** of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read or proposed legislation. **ATS** will not be responsible for any damages if not notified within time noted.
- 2.2.9 **Customer** is responsible for all final jurisdictional issues.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.3.1 If **Customer** chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.
- 2.3.2 **Customer** shall provide access to traffic signal phase connections according to approved design.
- 2.3.3 **Customer** shall allow **ATS** to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within **Customer's** jurisdiction. The parties understand additional conduit or power infrastructure may be required for a particular Camera System installation. Prior to incurring said additional costs, the parties agree to negotiate in good faith the party responsible for the costs. If the parties cannot reach an agreement on responsibility of the costs, the Camera System will not be installed. If existing power sources are not immediately available, **Customer** shall allow **ATS** to use temporary power in those instances where existing power sources are not immediately available.
- 2.3.4 **Customer** shall approve or reject **ATS's** submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days.
- 2.3.5 **Customer** shall not charge **ATS** or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment City permits issued by the **Customer**.
- 2.3.6 **Customer** shall make every effort to issue all needed City permits to **ATS** and its subcontractor(s) within three (3) business days of plan approval.
- 2.3.7 **Customer** shall allow **ATS** to install vehicle detection sensors in the pavement of roadways within **Customer's** jurisdiction, as permitted.
- 2.3.8 **Customer** shall allow **ATS** to build needed infrastructure into any existing **Customer** owned easement, as permitted.
- 2.3.9 If use of private property right of way is needed, **Customer** shall assist **ATS** in acquiring permission to build in existing utility easements as necessary. Prior to installation of the Camera System, the parties agree to negotiate in good faith the party responsible for any costs related to the use of a private property right of way. If the

parties cannot reach an agreement on responsibility of the costs, the Camera System will not be installed.

2.4 LAW ENFORCEMENT DEPARTMENT OPERATIONS

- 2.4.1 **Customer's Traffic Infraction Enforcement Officer(s)** shall process each potential violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Axisis to determine which violations will be issued as **Notices of Violation**.
- 2.4.2 Within seven (7) days of last contract execution, **Customer** shall provide **ATS** with a form of **Uniform Traffic Citation** that complies with the provisions of Chapter 316 of the Florida Statutes, with the understanding that some modifications may be necessary to enable use with **ATS's** systems.
- 2.4.3 If an owner who receives a **Notice of Violation** fails to pay the statutory penalty or submit an affidavit that complies with all requirements provided in Section 316.0083(1)(d) of the Florida Statutes within the time period provided in Section 316.0083(1)(b) of the Florida Statutes, the issuance of a **Uniform Traffic Citation** will automatically occur based on the prior **Traffic Infraction Enforcement Officer** approval of the **Notice of Violation**.
- 2.4.4 **Customer** shall provide **ATS** with instructions or specifications for the treatment of affidavits, with the understanding that some modifications may be necessary to ensure compatibility with **ATS's** processes.
- 2.4.5 For optimal utilization, **Customer** workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.
- 2.4.6 For optimal data throughput, **Customer** workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.7 **Customer** shall provide signatures of all authorized Law Enforcement users who will review events and approve citations on forms provided by **ATS**.

2.5 ADJUDICATION OPERATIONS

- 2.5.1 If **Customer** does not provide payment processing services, **Customer** shall use **ATS** payment processing services.
- 2.5.2 **Customer** shall provide a monthly report to **ATS** showing Uniform Traffic Citation payments received during that period. This information is required to enable accurate invoicing as it applies to the Flexible Payment calculation.
- 2.5.3 **Customer** shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. **Customer** may refer citizens with questions regarding **ATS** or Axisis technology and processes to websites and/or toll free telephone numbers provided by **ATS** for that purpose.
- 2.5.4 Any potential, one time, direct costs to **ATS** to develop a custom interface between a **Customer** system(s) may be initially paid by **ATS** and any such cost will be reimbursed to **ATS** from collected revenues in addition to its normal fees in Exhibit A, Service Fee Schedule. Any such **Customer** system interface must be mutually agreed to in advance by the parties.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 In the event that remote access to the **ATS** Axisis VPS System is blocked by **Customer** network security infrastructure, **Customer's** Department of Information Technology shall coordinate with **ATS** to facilitate appropriate communications while maintaining required security measures.

EXHIBIT C
DESIGNATED INTERSECTIONS

Customer will designate first phase implementation of cameras at designated intersection approach or approaches. **ATS** shall make its best efforts to install a camera system within thirty (30) days of permits being granted and power delivered for each agreed upon approach, providing that **Customer** has received permission for all implementations in writing from any third-party sources.

The proposed intersection Approaches to include, but are not limited to the following:

1. Eastbound NW 36 Street at NW South River Drive
2. Northbound NW 36 Street At Lejeune Road
3. Southbound NW 36 Street At Lejeune Road
4. Westbound NW 36 Street At Lejeune Road
5. Westbound NW 36 Street at Curtiss Parkway

Implementation and installation of any approach is subject to site selection analysis, law enforcement and/or engineering results. Additional approaches may be selected in addition to first phase implementation and may be selected based on Site Selection Analysis, traffic crash data, traffic citation data, law enforcement officer observations and/or video survey of violations of **Customer's** designated intersection(s). **ATS** may provide **Customer** with evaluation of candidate approach sites using the Site Selection Analysis model or some other tools/means to assist **Customer** in its recommendations. The intersections will be designated by the Police Department staff and any installation of a camera system must be mutually agreed to by the parties.

Services Subscriber Authorization

Agency ORI: _____

DATE

Nlets
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director
Re: Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that a contract to perform automated enforcement between City of Miami Springs Police Department and American Traffic Solutions, Inc. is or will be enacted and will be or is in force. As a requirement of and in performance of that contract between City of Miami Springs, FL and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets motor vehicle data.

Please accept this letter as authorization from City of Miami Springs, FL for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our contract with Nlets and any subsequent renewals.

This authorization will automatically expire upon the termination of the contract between City of Miami Springs, FL and American Traffic Solutions, Inc.; and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the City of Miami Springs, FL and have the authority to empower American Traffic Solutions, Inc. to use ORI AGENCY ORI for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

Nlets Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

Telephone _____ Fax _____

Email _____

Signature of Authorized Representative _____

Date Signed _____



AGENDA MEMORANDUM

Meeting Date: 11/14/2016

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

Via: William Alonso, City Manager/Finance Director

From: Tom Nash, Public Works Director

Subject: Proposal to install tiki-huts along the Ludlum Canal

Recommendation:

Recommendation by Public Works that Council approve an expenditure in the amount of \$13,600, to Tiki-Huts the lowest responsible quote after obtaining four written quotes (attachment A), for the installation of four 10x15 single roof tiki huts along the four identified locations on Ludlum Drive, pursuant to Section §31.11 (C)(2) of the City Code. This expenditure was not budgeted in the FY16/17 Budget

Recommendation by Public Works that Council approve an expenditure in the amount of \$9,252, to Metro Express Inc. the lowest responsible quote after obtaining three written quotes (attachment B), for the installation of four 10x15 concrete slabs along the four identified locations on Ludlum Drive, pursuant to Section §31.11 (C)(2) of the City Code. This expenditure was not budgeted in the FY16/17 Budget

Discussion/Analysis:

Per Council's direction at the last meeting, we have obtained quotes for the installation of four tiki-huts along the Ludlum Canal area as detailed below. The quotes include the cost of the concrete slabs and tiki-huts (each containing a picnic table and trash receptacle). The full cost of the four units will be \$23,652 (which includes \$800 for picnic tables/trash receptacle for each unit).

Tom Nash and I surveyed the area and determined that the following areas will accommodate the 10x15 foot unit:

- 1) Ludlum between Hough Dr and Linwood
- 2) Ludlum @ Plover
- 3) Ludlum @ Raven
- 4) Ludlum @ Starling

Fiscal Impact (If applicable):

The total cost for this project will be \$23,652. If Council approves this project, funding is available from the FY16-17 surplus of approx. \$64,000.

Submission Date and Time: 11/8/2016 3:14 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>Public Works</u>
Prepared by: <u>William Alonso</u>	Procurement: _____	Account No.: <u>001-5404-541-63-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Assst. City Mgr.: _____	Additional Funding: _____
Budgeted/Funded <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
	Attorney: <u>N/A</u>	Current request: \$ <u>23,652.00</u>
		Total vendor amount: \$ <u>23,652.00</u>



19760 S.W. 177 Avenue, #103 • Miami, FL 33187
Tel (305) 246-3113 • Manoa (305) 664-0099 • Ft. Myers (888) 348-0088

www.tikihuts.com

CONTRACT

Date 11-2-14

Sales Rep. JAVIER HERNANDEZ
305-986-4305

Contract Submitted To:

TOM

Customer: CITY OF MIAMI SPRINGS
Address: MIAMI SPRINGS
City: MIAMI SPRINGS State: FL Zip: _____
Tel: 786-229-9719 Fax: _____

Job Site:

Customer: _____
Address: _____
City: _____ State: FL Zip: _____
Tel: _____ Fax: _____

We hereby propose to furnish the materials and perform the labor necessary to do the following work on the property above:

New Tiki Hut

4 - 10 X 15 single roof

All material are guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for, and completed in a substantial workmanlike manner for the sum:

50% deposit

We are licensed & Insured

Payment Arrangement: \$13,600.00

New Contract: 50% deposit upon signing contract, 40% at commencement and balance due on date of completion.

Rethatch Contract: _____ Deposit for materials, remaining balance due on date of completion.

Acceptance of Contract Proposal:

The above prices, specifications and conditions are satisfactory. I have read the terms and conditions on the reverse side of this contract and are hereby accepted. You are authorized to do the work as specified. Payment will be as specified above.

Accepted by: _____

Print Name: _____

Date: _____



Big Cypress Tiki Huts
PO Box 1642
Deerfield Beach, FL 33442
954-263-2051
www.bigcypresstikihuts.com

Date	S.O. No.
10/25/2016	2392

Name / Address	
City of Miami Springs Nicole Rodriguez	
E-mail	RodriguezN@miamisprings-fl.gov
Customer Phone	786-255-0885

Description	Total
<p>FOUR custom built authentic 10ft x 15ft tiki huts at \$25.00 per square foot 8 inch pressure treated poles will be used on the 4 main posts. The horizontal beams will be 7-8 inch cypress poles. The remainder of the frame will be constructed with 5-6 inch cypress trusses and 3 inch to 4 inch cypress perlin. Hand selected Florida palm fronds will be individually rolled to create a leak proof thatch roof, covered with rolled roof paper and timbers. \$3,750.00 each</p> <p>TERMS \$7,500.00 deposit due upon signing the agreement \$7,500.00 balance due upon completion of the tiki huts</p>	15,000.00
Total	\$15,000.00

This Proposal contains the entire detailed agreement of the parties. All prior understandings and agreements, whether written or oral, between the parties are merged into this Proposal. An addendum must accompany this Proposal with any modifications to Proposal. On re-thatches additional charges may incur if it is determined that the dimensions of the tiki roof is larger than originally determined by customer or salesman. Customer is responsible for any and all permits and determining setbacks. We use authentic palm leaves, therefore we cannot be held liable for insects that may remain on palm leaves. After palm leaves are cut they are subject to shrinkage and they will change in color after we thatch your tiki hut. Due to the nature of palm leaves dying, you may encounter small openings until the leaves have totally laid down. This takes at least 60 days. Cold weather may prematurely shrink palm leaves. We do not warranty on palm leaves against acts of nature, fire or insects.

Customer must mark any pipelines, cables, etc., either above or underground that may interfere with construction. We cannot be held liable to damage to these lines. If pavers, tiles, marble, etc are removed to install posts, then customer is responsible to reinstall them. Customer is also responsible for removing decorations, lights, signs etc prior to re-thatching. We are not liable for any damage to them during a repair or re-thatch. Deposit is non-refundable. Payments are due in full upon completion of each item. A 2.5% processing fee will be added to credit card payments. Estimate is good for 30 days.

Signature _____ Date _____



Tiki Huts and Bars

8300 West Flagler Street # 121-138
Miami, Florida 33144
Telephone: 954-410-9604/786-416-4014
Fax: 305-262-3603
www.tikihutsandbars.com



October 31, 2016

Att: Ms. Nicole Rodriguez
City of Miami Springs- Public Works
345 N Royal Poinciana Blvd
Miami, Fl 33166
Tel: 305-805-5170 Ext: 4228
Fax: 305-805-5177
Email: rodrigueznm@miamisprings-fl.gov

Proposal: Public Park Miami Florida

This job includes the following LABOR, and MATERIALS:

- (4) Custom Made Traditional Tiki Hut 10 x15 w/ PT Poles, Cypress Structure & Traditional Palmetto Palm Leaves Roof
- 3 Yrs Warranty on Manufacture Leaks
- Fumigation Included
-
- Optional: Interior & Exterior Fire Retardant Treatment Application : \$ 3,500.00 (Not Included in this proposal)
-
- (This proposal is valid for 60 days)
-
- General Clean-up, debris from work described above will be removed from job site.

SALES PRICE: \$15,000.00
SALES TAX: waived
LESS DEPOSIT: _____
BALANCE DUE: _____

C/C: _____
EXP: _____



Tiki Huts and Bars proposes to furnish material and labor complete in accordance with specific specifications, with payment to be made as follows: 50% due with sign contract, 50% due at upon completion and delivery of work. Payments are to be made payable to : Tiki Huts and Bars.

Installation: It is buyer's responsibility to assure compliance with all applicable codes, zoning ordinances, covenants, conditions and restrictions. (Collectively "Legal Requirements" related to the installation of the merchandise listed on the Sales Slip and to pay any fees or other charges, and obtain any permits or other authorizations necessary for installation). Buyer is solely responsible for any fines or similar charges for installation in violation of any Legal Requirements. Removal of any of the merchandise due to failure to comply with any Legal Requirements will not alter or relieve Buyer's obligation to pay for the merchandise and services.

Authorized Signature: Hugo Leal
Sale Representative

ACCEPTANCE OF CONTRACT

I have read this entire Proposal/Contract which consists of (1) page. I understand that by signing this proposal a binding contract has been formed and that I have accepted the above-referenced prices, specifications and conditions. Further Tiki Huts and Bars hereby authorized to perform the work as specified above and payment will be made as mentioned above.

Signature of Authorized Agent/Homeowner

Date



Tropical Tiki Huts

3120 sw. 15th Avenue, Suite W

Fort Lauderdale, FL 33315

Sales (954)282-9242 Fax (954) 353-8258 Cell (352) 238-4739

Email: tropicaltikihuts@gmail.com

THIS AGREEMENT made the 3rd day of NOVEMBER 2016, by the owner & Tropical Tiki Huts, Inc.

Hereafter called the Owner NICOLLE RODRIGUEZ, here in after called the Client.

WITNESSETH that the Owner and the Client for the considerations named agree as follows:

Client Address: 345 N. ROYAL POINTCIANA MIAMI FL. 33166

Client Contact Information: cell- 305-805-5170 EXT. 4228 home-

fax- 305-805-5177

Email Address:

Description of work to be performed

Build 4 10 X 15 tiki hut'S with fresh cut pressure treated wood & fresh cut sable palms, Poles will be set at 8 X 13 with 1 foot over hang!! (Built with galvanized lag bolts and hardware) NORMAL PRICE 3,600.00 EACH
YOUR PRICE 3,000.00 EACH

Responsibilities of Client:

Underground Telephones cables, Electric, television Cable and Water Lines, The Pulling of Permit's Set Back's and Zoning Laws and Guidelines, HOA Guide lines, Rental Equipment if so needed for Digging!

Client Price

The Client shall pay the owner for material and labor to be performed under the total sum of \$ 16,000.00. Payments will be made according to the following payment schedule:

Payment 1 \$ 5,000.00 1/3 of total cost upon signing of contract. Date ____/____/2016

Payment 2 \$ 5,000.00 1/3 of total cost on the day work begins. Date ____/____/2016

Payment 3 \$ 6,000.00 Balance due on completion of the work agreed upon within this contract.

Warranty

All Tiki Huts come with a 10-year warranty on materials and workmanship. The roof itself has a 5-year warranty. Tropical Tiki Huts warranty does not include uncontrollable or unseen acts of nature. If you get your tiki hut rethatched by another company, the warranty is void! If the product is not paid in full at time of completion tropical tiki huts has the right to remove said materials at their own convenience until paid in full!!

Tropical tiki huts is not responsible for bugs of any kind!! It is recommended that you exterminate your tiki hut as needed.

.....
Signed this ____ day of _____, 2016 ____

Client _____

Owner _____
Scott Schultz owner of TROPICAL TIKI HUTS INC.

Contractor _____

WRANGLER CONSTRUCTION, INC.

November 4, 2016

Mr. Lazaro Garaboa.

Via e-mail: garaboal@miamisprings-fl.gov

Re: Tiki-Huts Concrete Slabs,
Miami Springs, FL.

Subject: Four new concrete slab for Tiki-Huts.

Dear Mr. Garaboa:

Please consider this correspondence as our Proposal for the Labor Material and Equipment needed for the completion of the **four new concrete slab for Tiki-Huts** at the referenced projects. All construction will be in accordance with the information provided during the site visit.

This Proposal is based only on a site visit and verbal information provided by City of Miami Springs representative. No Drawings and/or Technical Specifications were provided.

ARTICLE 1 - BASE BID SCOPE OF WORK

- 1.1 Clearing and grubbing of approximately 800 SF of existing area (200 SF each).
- 1.2 Installation of approximately 800 SF of new 6" compacted limerock base (200 SF each).
- 1.3 Installation of approximately 784 SF (196 SF each) of new 4" concrete slabs with thickened edge and 136 LF of 3" concrete curb (34 LF each). Includes the required 2 #5 rebar along thickened edge and fiber mesh for 3000 PSI Concrete Mix)

ARTICLE 2 - INCLUSIONS

ITEMS PROVIDED BY WRANGLER CONSTRUCTION, INC.

- 2.1 Furnish all labor, equipment and supervision to perform the scope of work outlined above.

ARTICLE 3 - EXCLUSIONS

- 3.1 Permits costs and/or processing fees (By the City of Miami Springs.)
- 3.2 Landscape, soil re-grading and/or Sodding.
- 3.3 Wrangler Construction is not responsible for any unmarked underground utilities.

12853 SW 136 Avenue, Suite 206
Miami, Florida 33186

Telephone: 305-278-4719
Telcelax: 305-278-4720

Mr. Lazaro Garaboa
Four new concrete slab for Tiki-Huts
November 4, 2016
Page 2

ARTICLE 4 BASE BID QUOTATION

OUR LUMP SUM PROPOSAL FOR THE WORK:

NINE THOUSAND NINE HUNDRED DOLLARS and NO CENTS
(\$ 9,900.00).

All work will be done in accordance with the latest requirement requirements of the Miami Springs Public Work Department, Florida Building Code and the Florida Department of Transportation and of other applicable regulatory agencies having jurisdiction.

Performance Bond not included in this price.

We appreciate the opportunity to quote on this project. If we can be of further service, or if you have any questions regarding this Proposal, please do not hesitate to contact us at your earliest convenience. We remain

Cordially yours,

WRANGLER CONSTRUCTION, INC.



Felix R. Clavelo
PM/Estimator

WRANGLER



18-Oct-16

SHELTER SLAB PROPOSAL	CLIENT: CITY OF MIAMI SPRINGS
Project: CONCRETE SLAB & ENGINEERING PROPOSAL	ADDRESS: 345 N ROYAL POINCIANA MIAMI SPRINGS, FL
ADDRESS: MIAMI SPRINGS CITY DESIGNATED LOCATIONS	EMAIL: NASHT@MIAMISPRINGS-FL.GOV
	PHONE #305-805-5170

Please accept HG Construction's Proposal for the construction of new shelter slabs with the associated engineering. These slabs are to match the existing shelters located along the 67 ave. corridor.

SCOPES AS PER FIELD DIRECTIVE

QUANTITY	UNIT	DESCRIPTION	PRICE/UNIT	EXTENSION
1	LS	8' X 8' X 4" FOOTPRINT FOR NEW CONCRETE SLAB REMOVE AND DISPOSE EXISTING SOIL/SOD PREP BASE AND COMPACT BASE FORM AND POUR CONCRETE SLAB WITH THICKENED EDGE PROVIDE 3" HEADER CURB ALONG 3 SIDES WIRE MESH AND THICKENED EDGE REINFORCEMENT INCLUDED	\$ 2,250.00 /	LS \$ 2,250.00
1	LS	18' X 18' X 4" FOOTPRINT FOR NEW CONCRETE SLAB REMOVE AND DISPOSE EXISTING SOIL/SOD PREP BASE AND COMPACT BASE FORM AND POUR CONCRETE SLAB WITH THICKENED EDGE PROVIDE 3" HEADER CURB ALONG 3 SIDES WIRE MESH AND THICKENED EDGE REINFORCEMENT INCLUDED	\$ 3,450.00 /	LS \$ 3,450.00
1	LS	14' X 14' X 4" FOOTPRINT FOR NEW CONCRETE SLAB REMOVE AND DISPOSE EXISTING SOIL/SOD PREP BASE AND COMPACT BASE FORM AND POUR CONCRETE SLAB WITH THICKENED EDGE PROVIDE 3" HEADER CURB ALONG 3 SIDES WIRE MESH AND THICKENED EDGE REINFORCEMENT INCLUDED	\$ 2,950.00 /	LS \$ 2,950.00
				x 4
				\$ 11,800.00
1	LS	ENGINEERING DESIGN AND DRAWINGS S&S FOR SUBMITTAL	\$ 1,950.00 /	LS \$ 1,950.00

SUBTOTAL: \$ -
Overhead & Profit (15%): \$ -
TOTAL CHANGE ORDER: TBD

- 1 Original Bid notes apply
- 2 The entire scope of this change order may have not been realized at the moment. HG is entitled to modify the scope of work based on field conditions and findings.
- 3 Night time premium not included. If required, additional charges may apply.

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA; AUTHORIZING THE FLORIDA RESILIENCY AND ENERGY DISTRICT (“FRED”) TO ACCEPT APPLICATIONS FROM AND FINANCE QUALIFYING IMPROVEMENTS FOR PROPERTIES LOCATED WITHIN THE BOUNDARIES OF THE CITY; APPROVING THE EXECUTION OF THE LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND THE CITY BY THE CITY MANAGER DIRECTING THE CITY MANAGER TO TAKE SUCH FURTHER ACTIONS AND EXECUTE SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO FURTHER THE PURPOSES OF THIS RESOLUTION; ESTABLISHING CITY NON-LIABILITY; SEVERABILITY; EFFECTIVE DATE

WHEREAS, the state of Florida has declared it the public policy of the state to develop energy management programs aimed at promoting energy conservation and protecting properties from wind damage; and,

WHEREAS, Section 163.08, Florida Statutes, authorizes local governments in Florida to provide programs either individually, or by a separate legal entity formed by a partnership of local governments, that allow property owners to voluntarily finance energy efficiency, renewable energy, or wind resistance improvements ("Qualifying Improvements"); and,

WHEREAS, the Florida Resiliency and Energy District (“FRED” or “the District”) is a separate legal entity of local governments, pursuant to Section 163.01(7), Florida Statutes, authorized to offer Qualifying Improvements; and,

WHEREAS, the PACE Providers' Interlocal Agreements allow for additional members to join the District and the District to provide for the retention of third-party administrators; and,

WHEREAS, the PACE Providers each retain a third-party PACE administrator pursuant to Section 163.08(6), Florida Statutes, that acts on behalf of and at the discretion of each PACE Provider; and,

WHEREAS, the City of Miami Springs, Florida, desires to join the District to allow its PACE Providers to provide financing for Qualifying Improvements to City residents and businesses on a nonexclusive basis; and,

WHEREAS, a proposed Limited Purpose Party Membership Agreement with the District is attached as Exhibit "A;" and,

WHEREAS, the proposed agreement does not provide for the District to be the exclusive PACE Provider for the City of Miami Springs, Florida, and City desires to negotiate with additional PACE Providers that meet the evaluation standards, which were also used to reflect substantially similar standards as those used to evaluate the District; and,

WHEREAS, Subsection 163.08(4), Florida Statutes, makes Qualifying Improvement applications, non-ad valorem assessments, and financing agreements subject to local government ordinance or resolution; and,

WHEREAS, the City of Miami Springs, Florida, desires to authorize the PACE Providers to accept applications, establish and utilize a non-ad valorem assessment process, and enter into financing agreements with property owners within the City;

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

Section 1. That the recitations above are true and accurate, and are incorporated herein.

Section 2. That the City Council of the City of Miami Springs, Florida hereby authorizes the Florida Resiliency and Energy District to accept applications for and finance Qualifying Improvements within the City on a nonexclusive basis.

Section 3. That the City Council of the City of Miami Springs, Florida hereby approves the Limited Purpose Party Membership Agreement between the Florida Resiliency and Energy District and the City of Miami Springs, Florida, and authorizes the City Manager to execute the agreement.

Section 4. That the City Council hereby authorizes the City Manager to take such actions and execute such other documents as may be necessary in furtherance of the purposes set forth in this Resolution and in the agreement by which the City joins the District.

Section 5. That notwithstanding the foregoing sections hereof or any references or incorporations contained in this Resolution, the City will not be providing any financing to any party, nor will it be responsible for the repayment of any financing provided by the authority, and further the City will not be named, nor otherwise participate in any manner in any financing transaction involving the authority.

Section 6. That if any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution. If any Court determines that this Resolution, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

Section 7. That this Resolution shall take effect immediately upon adoption.

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

Vice Mayor Petralanda
Councilman Best
Councilman Bain
Councilwoman Buckner
Mayor Garcia

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, MMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

This instrument was prepared by or under the supervision of (and after recording should be returned to):

(SPACE reserved for Clerk of Court)

**LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE
FLORIDA RESILIENCY AND ENERGY DISTRICT AND
CITY OF MIAMI SPRINGS, FLORIDA**

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this ___ day of _____, 2016 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and **CITY OF MIAMI SPRINGS, FLORIDA**, a political subdivision of the State of Florida (herein after referred to as "City") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the legal boundaries of the CITY.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to facilitate the financing of qualifying improvements through a PACE program, in accordance with Section 163.08, Florida Statutes (the "Qualifying Improvements"), and provide an efficient process for real property owners within the legal boundaries of the CITY to access the Florida Development Finance Corporation (FDFC) PACE Program (the "FDFC PACE Program") and permit FRED to levy assessments for the FDFC PACE Program within such legal boundaries.
2. Parties to the Interlocal Agreement. The Interlocal Agreement, dated _____, 2016 (the "Interlocal Agreement") between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC" and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property, is hereby supplemented and amended on the date last signed below by this Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the CITY as a Party (by virtue of becoming a Subsequent Party), as those terms are defined in the Interlocal Agreement. In the event of any conflict between the Interlocal Agreement and this Agreement, this Agreement shall control the rights and obligations of the Parties.

3. Rights of Parties. FRED, together with its member Parties, and the CITY, with the intent to be bound thereto, hereby agree that the CITY shall become a Party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the legal boundaries of the CITY, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the CITY.
4. Finding of Special Benefit and Levy of Special Assessments. The hereby finds and acknowledges that access to financing for Qualifying Improvements through the FDFC PACE Program provides a special benefit to real property within its legal boundaries which special benefit is secured by the imposition, levy, apportionment and collection of non-ad valorem special assessments consistent with the common powers provided in this Agreement. FRED and the CITY acknowledge and agree that the non-ad valorem special assessments arising from a property owner's voluntary participation in the FDFC PACE Program shall be levied by FRED on behalf of the CITY and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.
5. Qualifying Improvements. FRED may provide access to financing for "Qualifying Improvements" to real property within the legal boundaries of the CITY, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and CITY law.
6. Financing Agreement. Before extending any financing or subjecting any participating real property within the legal boundaries of the CITY to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, pursuant to the Section 163.08, Florida Statutes and this Agreement, shall enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the CITY who qualify for financing through FRED.
7. Boundaries of the FDFC PACE Program. For the limited purposes of administering the FDFC PACE Program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the CITY, which legal boundaries may be limited, expanded, or more specifically designated from time to time by the CITY. Notice of such changes shall conform to procedures designated by the District.
8. Eligible Properties. Within the legal boundaries of the CITY, improved real property, including any residential, commercial, agricultural and industrial use may be eligible for participation in the FDFC PACE Program within the limits otherwise prescribed in Section 163.08, Florida Statutes.
9. Survival of Special Assessments. During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the CITY to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the

CITY described in paragraph 4 above. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the CITY as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

10. Term. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the CITY ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the CITY referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the FDFC PACE Program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.
11. Consent. This Agreement, together with the resolution by the governing board of the CITY approving this Agreement, shall be considered the Parties' consent to authorize FRED to exercise its powers pursuant to Section 163.08, Florida States and to provide access for the FDFC PACE Program to operate within the legal boundaries of the CITY, as required by Section 163.08, Florida Statutes.
12. CITY OF MIAMI SPRINGS Coordinator. The CITY MANAGER for the CITY shall serve as the CITY's primary point of contact and coordinator. The CITY will advise FRED of any changes to the CITY's primary contact and coordinator within 30 days of such changes.
13. Limited Obligations. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the CITY. To the extent that FRED or FDFC issues bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the legal boundaries of the CITY. The issuance of such bonds shall not directly or indirectly or contingently obligate the CITY to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned by the CITY. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the CITY is not an obligated party, and also adequately disclose material attendant risks with the FDFC PACE Program.
14. Agreements with Tax Collector and Property Appraiser. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the legal boundaries of the CITY, which shall provide for the collection of any non-ad valorem special

assessments imposed by FRED within the legal boundaries of the CITY. If required by the tax collector and property appraiser, the CITY agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

15. Opinion of Bond Counsel. FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents that the FDFC PACE Program's structure complies with the bond validation judgment and the underlying bond documents.
16. Agents of FRED. FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable CITY, state and federal laws.
17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to FRED:

The Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
William "Bill" F. Spivey, Jr.
Executive Director
800 N. Magnolia Avenue, Suite 1100
Orlando, Florida 32803
407.956.5695 (t)
bspivey@fdcbonds.com

and Issuer's Counsel with Broad and Cassel
Joseph Stanton, Esq.
Bank of America Center
390 North Orange Avenue
Suite 1400
Orlando, FL 32801-4961
407.839.4200 (t)
jstanton@broadandcassel.com

If to CITY:

WILLIAM ALONSO, CITY MANAGER,
CITY OF MIAMI SPRINGS
305-805-5011
ALONSOW@MIAMISPRINGS-FL.GOV

18. Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with

the same or similar formality as this agreement and executed by the CITY and FRED or other delegated authority authorized to execute same on their behalf.

19. Joint Effort. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
20. Merger. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
21. Assignment. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
22. Third Party Beneficiaries. None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.
23. Records. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
24. Recording. This Limited Purpose Party Membership Agreement shall be filed by FRED with the Clerk of the Circuit Court in the Public Records of the CITY and recorded in the public records of the CITY as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.
25. Severability. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
26. Effective Date. This Agreement shall become effective upon the execution by both Parties hereto.
27. Law, Jurisdiction, and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-

Dade, Florida, the United States District Court for the Southern District of Florida or United States Bankruptcy Court for the Southern District of Florida, as appropriate.

28. Sovereign Immunity. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on this ____ day of _____, 2016.

CITY OF MIAMI SPRINGS, FLORIDA

By: _____ _____
WILLIAM ALONSO DATE
CITY MANAGER

Attest:

By: _____ _____
ERIKA GONZALEZ DATE
CITY CLERK

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

FLORIDA DEVELOPMENT FINANCE CORPO-
RATION on behalf of FLORIDA RESILI-
ENCY AND ENERGY DISTRICT

By: _____
William "Bill" F. Spivey, Jr.
Executive Director



AGENDA MEMORANDUM

Meeting Date: 11/14/2016

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

Via: William Alonso, City Manager/ Finance Director 

From: Tammy Romero, ACM 

Subject: Follow-up to Christ Fellowships request for partial closure on the circle for a family day event on January 1, 2017

Request:

At the October 24, 2016 Council Meeting, Pastor Omar Giritli from Christ Fellowship Baptist Church requested a partial closure of the circle on Sunday, January 1st, 2017 from 10am until 5pm. Additionally, it was suggested that depending on the cost that they also would consider using the first block of Curtiss Parkway instead.

Council requested that a decision be made and to have staff confirm the final location. Pastor Giritli requested approximately two weeks to work out the final details and that he would let us know.

Per the email attached, dated November 7th, 2016, they have decided to use the circle. Since Council already approved either option there is no other action needed and this memo is for informational purposes only.

Tammy Romero

From: Omar Giritli [ogiritli@cfmiami.org]
Sent: Monday, November 07, 2016 9:34 AM
To: Tammy Romero
Cc: Vicky Panoff; William Alonso; Carol Foster
Subject: Re: Partial closure on Circle for Christ Fellowship

Morning Tammy!

Hope you are doing well! Just wanted to let you know that I spoke to our team and we decided to use the circle on January 1st.

Please let me know if there is anything else we need to do.

Thanks so much!
Omar

On Tue, Oct 25, 2016 at 8:32 AM, Tammy Romero <romerot@miamisprings-fl.gov> wrote:

Good morning Pastor Giritli,

Per Council's request last night, please let us know at your earliest convenience whether you are going to use the Circle or the very 1st block of Curtiss so we can advise them.

Thanks,

Tammy Romero

Tammy Romero

Assistant to City Manager

CITY OF MIAMI SPRINGS

201 Westward Drive

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