CITY OF MIAMI SPRINGS, FLORIDA

Mayor Billy Bain

Vice Mayor Bob Best | **Councilwoman Maria Puente Mitchell**
Councilwoman Mara Zapata, Ph.D. | **Councilman Jaime Petralanda**

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, April 8, 2019 – 7:00 p.m.
City Hall, Council Chambers, 201 Westward Drive

1. Call to Order/Roll Call

2. Invocation: Vice Mayor Bob Best

Salute to the Flag: Audience will lead the Pledge of Allegiance and Salute to the Flag

3. Agenda / Order of Business

4. Awards & Presentations:

A) Presentation by Javier Betancourt, Miami-Dade County Citizens' Independent Transportation Trust (CITT) Executive Director, on the status of People's Transportation Plan (PTP) and SMART Plan

5. 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. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*

6. Approval of Council Minutes:

A) March 25, 2019 – Regular Meeting

7. Reports from Boards & Commissions: None.

8. Public Hearings: None.

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

A) Recommendation by Finance that Council approve an expenditure to Musco Lighting, as a sole source provider, in an amount not to exceed $72,696.00, for installation of 2 new light poles with 6 new fixtures for Prince Field as there is only one source for the required materials and services. Funds will need to come from the designated fund balance until such time we can secure the financing for the construction of the facility as this was not budgeted in the FY18/19 Budget

B) Recommendation by Public Works that Council approve an expenditure in an amount not to exceed $10,125.00, the lowest responsible quote after obtaining three written quotes. These funds are not budgeted and would come from the election savings of $48,000.00 that Council added to fund balance; project is for the installation of brick pavers previously removed from Westward Drive median to enhance the off-street parking along Curtiss Parkway; Miami-Dade County has approved the project

C) Recommendation by Public Works that Council approve the appropriation of funds to Metro Express, utilizing Miami Dade County under contract # RPQ No. 20170179 (agreement attached), in an amount not to exceed $112,271.00 for Alley improvements as funds were budgeted in the FY18/19 Budget pursuant to Section §31.11 (E)(5) of the City Code

10. Old Business: None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Building Better Communities Interlocal Agreement With Miami-Dade County For Funding For The Construction Of The Miami Springs Senior Center; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

B) Process for selecting a contractor for the construction of the new Senior Center Facility

12. Other Business:

A) Discussion on City Clerk's salary

B) Discussion on Optimist Club request for circle closure for the BBQ event on September 28, 2019 from 7:00am to 8:00pm

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. 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.

Citizens' Independent Transportation Trust
111 NW 1st Street • Suite 1010
Miami, Florida 33128
T 305-375-1357 F 305-375-4605
Transportation Trust @GoCITT

miamidade.gov/citt

CITT Board Members

Chairperson
Glenn J. Downing, CFP®

First Vice Chairperson
Joseph Curbelo

Second Vice Chairperson
Alfred J. Holzman

Oscar J. Braynon
Evan Fancher
Prakash Kumar
*Anna E. Lightfoot-Ward, Ph.D
Jonathan A. Martinez
* Miles E. Moss, P.E.
Marilyn Smith
Hon. Amy Steele Donner
L. Elijah Stiers, Esq.

Executive Director
Javier A. Betancourt

** Past Chairperson*

March 19, 2019

The Honorable Billy Bain, Mayor
City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166

Dear Mayor Bain:

The purpose of this letter is to inform you that the Citizens' Independent Transportation Trust (Trust) is working to visit all of the municipalities within Miami-Dade County over the course of the year to update its officials and citizens on the Trust's efforts to advance the People's Transportation Plan (PTP), including the SMART Plan, and also to recognize municipalities' accomplishments with their own share of PTP funds. Many proposed projects, including all of the SMART Plan corridors, directly or indirectly affect most of our municipalities, and your participation in the development and implementation of the PTP and SMART Plan is crucial to their success.

We are requesting that your municipality allocate time at a future Commission/Council meeting to arrange for the Trust to provide a brief presentation on the status of the PTP and SMART Plan. As we continue to focus on the technology, funding partnerships, project delivery systems, first / last mile solutions and an effective municipal and county partnership, a coordinated effort is essential. Your municipality's participation is vital to the success of both plans, and it is imperative that our municipal partners be included in the decision making process to assure a successful transportation and transit program.

Please contact our office in order to schedule a date for the Trust to appear before your elected municipal body. The Trust looks forward to updating your citizens and officials on the exciting plans currently in progress to address the mobility issues facing our community.

As always, your cooperation is greatly appreciated.

Sincerely,

Javier A. Betancourt
Executive Director

cc: William Alonso, City Manager

City of Miami Springs, Florida

City Council Meeting
Regular Meeting Minutes
Monday, March 25, 2019 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 7:00 p.m.

Present were the following:
Mayor Billy Bain
Vice Mayor Jaime A. Petralanda
Councilman Bob Best
Councilwoman Maria Puente Mitchell
Councilwoman Mara Zapata, Ph.D. (Absent)

City Manager/Finance Director William Alonso
Deputy City Clerk Juan Garcia
City Attorney Dan Espino
Assistant City Manager Tammy Romero
Police Chief Armando Guzman
Human Resources Director Bill Collins

2. Invocation: Offered by Vice Mayor Petralanda
Salute to the Flag: Audience led the Pledge of Allegiance and Salute to the Flag

3. Agenda / Order of Business: None at this time.

4. Awards & Presentations:

A) Yard of the Month Award – April 2019 – 248 De Soto Drive – Otero Family

The property owner for the Yard of the Month was not in attendance to receive their award.

B) Update by Jose Fuentes, City Lobbyist, on ongoing and upcoming City items

Mr. Jose Fuentes, City Lobbyist from Becker and Poliakoff gave an update on the City's items that are being reviewed during this current legislative session. Councilman Best asked Mr. Fuentes his outlook on the three items and Mr. Fuentes responded that he believes the City is in much better position than most municipalities. He added that Senator Manny Diaz Jr. and Representative Bryan Avila have done a great job to ensure that the items are being moved along in the process. Councilwoman Mitchell asked Mr. Fuentes for an update on Annexation. Mr. Fuentes

responded that the item is moving forward and should be on the agenda in May or June.

5. Open Forum: The following members of the public addressed the City Council: None at this time.

6. Approval of Council Minutes:

A) March 11, 2019 – Regular Meeting

Councilman Best moved to approve the minutes of March 11, 2019. Vice Mayor Petralanda seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilwoman Mitchell, and Mayor Bain voting Yes.

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

8. Public Hearings: None at this time.

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

A) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to BTS Land Services., utilizing City of Hollywood contract #F-4443-15-RD (attached), in an amount not to exceed $30,000.00, for the purchase, tree trimming, delivery and installation of various trees throughout the city as funds were budgeted in the FY18/19 Budget pursuant to Section §31.11 (E) (5) of the City Code

B) Recommendation by the Police Department that Council approve an expenditure in the amount of $19,014.00 to Safe and Sound Customs Corporation, the lowest responsible quote after obtaining three written quotes (attached), for emergency equipment for three (3) 2019 Dodge Chargers, as funds were approved in the FY 18/19 Budget, pursuant to Section §31.11 (C)(2) of the City Code

C) Recommendation by the Police Department that Council approve an expenditure to Loxia Technologies, as a sole source provider, in the amount of $39,750.00, for onsite labor for the new IT infrastructure, as funds were approved in the FY 18/19 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

Assistant City Manager Tammy Romero read the Consent Agenda items by title.

There being no further discussion, Vice Mayor Petralanda moved to approve the Consent Agenda as read. Councilman Best seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilwoman Mitchell, and Mayor Bain voting Yes.

10. Old Business: None at this time.

11. New Business:

A) Request Council approval to use $10,850 from the General Fund balance to cover the city's match under the awarded FDOT grant for the purchase of a new Senior Center bus

City Manager William Alonso read the request by title.

Staff answered all questions from Council. Councilman Best moved to approve the recommendation as read. Vice Mayor Best seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilwoman Mitchell, and Mayor Bain voting Yes.

B) Request Council approval to execute the attached Tree Planting Agreement related to the Neat Streets Grant the City was awarded for this fiscal year

City Manager William Alonso read the recommendation by title.

Councilwoman Mitchell moved to approve the staff's recommendation as read. Vice Mayor Petralanda seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilwoman Mitchell, and Mayor Bain voting Yes.

C) Recommendation by Recreation that Council waive the competitive bid process and approve an expenditure to Firepower Displays Unlimited, LLC, in the amount of $16,000, for 4th of July Fireworks Display as funds were approved in the FY 18/19 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code; the Village of Virginia Gardens reimburses the City of Miami Springs $3,000, which brings the net cost to $13,000

Assistant City Manager Tammy Romero read the recommendation by title.

Councilwoman Mitchell moved to approve the recommendation as read. Councilman Best seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilwoman Mitchell, and Mayor Bain voting Yes.

D) Process for selecting a new Food & Beverage (F&B) Company for the Miami Springs Country Club

Assistant City Manager Tammy Romero went over the selection process for the new Food & Beverage Company and wanted to know if Council wanted to select the new company from the evaluations of the review committee or if the Council wanted to hear presentations directly from the companies that are bidding.

After discussion the City Council chose to hear 30 minute presentations from the top four proposals, as ranked by the review committee, from the companies bidding for the Food and Beverage services. Council chose to hold a Special Meeting on

Wednesday, May 29, 2019 at 6:00 p.m. to hear these presentations.

E) Request for direction on purchasing a table/tickets for the Miami-Dade County League of Cities Gala Event on May 4th

By consensus Council selected to purchase one table of ten seats for the upcoming Miami-Dade County League of Cities Gala Event on May 4th.

12. Other Business: None.

13. Reports & Recommendations:

A) City Attorney

City Attorney stated that the lawsuit that was filed by Ana M. Gonzalez against the City for Annexation was recently dismissed.

B) City Manager

City Manager William Alonso asked the Council to speak with the City Clerk's Office to coordinate who will be attending the Dade Days in Tallahassee event this year.

Assistant City Manager Tammy Romero announced the following upcoming events in the City: Coffee with a Cop event will be hosted on March 27 from 9:30 a.m. to 11:30 a.m. at Starbucks on the Circle, there will be a Mobility Study Workshop on March 27 from 6:00 to 7:00 p.m. in the City Council Chambers, on March 30 there will be an Antiques sale at the Senior Center from 9:00 to 3:00 p.m., the City will be recognize Earth Hour on March 30th from 8:30 to 9:30 p.m. and will be turning off the lights on the Circle during that time, Yoga at the Circle will take place on April 3rd, and the second Roller Derby event will take place on April 6th at the Community Center.

C) City Council

Councilwoman Mitchell stated that she was asked to be a judge for the Curtiss Mansion's "Unsung Heroes" essay contest and reported that the contest had over a hundred entries from elementary school students. Councilwoman Mitchell went on to commend the Curtiss Mansion for all the work they do for students.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:40 p.m.

Respectfully submitted:

_____

Erika Gonzalez-Santamaria, MMC
City Clerk

Adopted by the City Council on
This 8th day of April, 2019.

_____

Billy Bain, 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 PROCEECING 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.

AGENDA MEMORANDUM

Meeting Date: **4/8/2019**

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Tammy Romero, Assistant City Manager

Subject: Installation of two new light poles for Prince Field

---

RECOMMENDATION:
Recommendation by Finance that Council approve an expenditure to Musco Lighting, as a sole source provider, in an amount not to exceed $72,696.00, for installation of 2 new light poles with 6 new fixtures for Prince Field as there is only one source for the required materials and services. Funds will need to come from the designated fund balance until such time we can secure the financing for the construction of the facility as this was not budgeted in the FY18/19 Budget.

DISCUSSION: In preparation for the demolition and construction of the new senior center facility, the existing light pole needs to be removed and relocated.

FISCAL IMPACT:

Submission Date and Time: 4/3/2019 12:15 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Finance	**Dept. Head:**	**Dept./ Desc.:**
Prepared by: Tammy Romero	**Procurement:**	**Account No.:**
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:**
Budgeted/ Funded: ☐ Yes ☒ No	**City Manager:**	**Amount previously approved: $**
		Current request: $
		Total vendor amount: $

AGENDA MEMORANDUM

Meeting Date: 4/ 8/2019

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Tom Nash, Public Works Director

Subject: Sunny Brick Pavers - Purchase Order

RECOMMENDATION:

Recommendations by Public Works that Council approve expenditure in an amount not to exceed $10,125.00, the lowest responsible quote after obtaining three written quotes (attached). These funds are not budgeted and would come from the election savings of $48,000 that Council added to fund balance.

DISCUSSION: Installation of brick pavers previously removed from Westward Drive to enhance the off street parking along Curtiss Parkway. Miami Dade County has approved this project.

FISCAL IMPACT: Funds would come from the $48,000 in election savings as discussed at a prior Council meeting.

Submission Date and Time: 3/28/2019 11:20 AM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Public Works	Dept. Head:	Dept./ Desc.: Installation of brick pavers
Prepared by: Briyonna L. Joyner	Procurement:	Account No.:
Attachments: ☒ Yes ☐ No	Asst. City Mgr.:	Additional Funding:
Budgeted/ Funded: ☒ Yes ☐ No	City Manager:	Amount previously approved: $
		Current request: $ 10,125.00
		Total vendor amount: $ 10,125.00

Estimate 0266

Sunny Brick Pavers Inc.
1744 NW 6th Street Miami, FL 33125

Date	To	Location of job
March 27, 2019	City of Miami springs.	345 N royal Poinciana BLVD Miami springa

Description	Total
Prepare 2,700sqft in the driveway by putting lime-rock and compacting it. Install 2,700sqft of brick over sand with cement on the edge and mason sand on top.	$10,125.00
(This does not include the brick)	
Subtotal	$10,125.00
Deposit for materials and to start the job.	$5,062.50
Total of the balance	**$5,062.50**

If you need anything please contact me at 305-742-3374

In this estimate all the materials mentioned and all the equipment needed for the job is included. If you have any questions please contact.

Sign_____ date_____

City Of Miamk Springs DPW
201 Westward Drive
Miami Springs, Florida 33166

MIAMI BRICK
•CONTRACTORS, INC•

Miami Brick Contractors,Inc.
9227 Sw 150th Avenue
Miami, Florida 33196

Phone: (305) 388-9007
Email: info@miamibrick.com
Fax: (305) 428-3756
Web: www.miamibrick.com

Estimate #	000755
Date	02/04/2019
Business / Tax #	CGC 035871

Description	Total
Base Preparation Includes excavation of existing sub grade to allow for new Lime Rock Base. All sub grade material amassed during excavation will be loaded onto Public Works trucks to be hauled off site by Public Works. MBCI will load the trucks. Approximately 6" Lime Rock base material will be spread, graded and compacted to act as new base for paver parking area. The asphalt along Curtiss Parkway will be saw cut to allow for a straighter line than currently exists.	$3,750.00
Paver Installation Includes installing pavers provided by City. The Guitar pavers are to be used as the field paver and the 4x8's are to be used as borders. Concrete edge restraints are to be installed as necessary.	$6,000.00
Paver Sealer Pavers are to be washed by DPW and MBCI will provide sealer and apply sealer to pavers. Water based products are to be used.	$2,550.00

Subtotal	$12,300.00
Total	**$12,300.00**

By signing this document, the customer agrees to the services and conditions outlined in this document.
See Additional Terms and Conditions. Contractor is not responsible for any damage caused to underground lines, cables, pipes, valves, wells, well heads, sprinklers, septic tanks and systems, etc. during installation. The client must specifically locate any such areas to contractor before commencement. If pre-existing conditions are deemed unacceptable by the city inspector (i.e. sub-base/sidewalks, etc) client is responsible for additional costs to meet city code. If work is being performed on pool patio, client is responsible for any dust/debris that may enter pool during scope of work. All payments must be made upon completion of installation. If sent to collections, client will be responsible for all costs including court costs, attorney's fees and any associated expenses that may be applied. Non-compliance with the payment schedule listed above will be subject after thirty days to a $135 lien charge if necessary.
MBCI workmanship is guaranteed for 12 months from date of install and does not include parts, materials and work done by others.

City Of Miamk Springs DPW

City Of Miami Spring DPW
201 Westward Drive
Miami Springs, Florida 33166
(305) 805-5170

Atlas Concrete & Pavement Inc
1095 W 31 St
Hialeah, Florida 33012
Phone: (305) 796-5421
Email: prijos@atlaspavement.com
Web: www.atlaspavement.com

Estimate #	000024
Date	03/21/2019
Business / Tax #	E20105

Description	Total
Clearing and grubbing Removal of grass and dirt to 8" depth. 3780 sf.	$5,670.00
Paver installation Install 6" rock base and brick pavers to grade. 3780 sf.	$18,900.00
Concrete header curb 6"x 10"w #4 rebar, 300 lf.	$3,600.00

Subtotal	$28,170.00
Total	**$28,170.00**
Deposit Due	**$14,085.00**

Payment Schedule

Deposit (50%)	$14,085.00
2nd payment upon completion (50%)	$14,085.00

Notes:

Exclusions: plans, permit fee, landscaping, paving, striping, Brick Pavers by owner to job site.

By signing this document, the customer agrees to the services and conditions outlined in this document.

City Of Miami Spring DPW

AGENDA MEMORANDUM

Meeting Date: 4/8/2019

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Tom Nash, Public Works Director

Subject: Metro Express - Purchase Order

RECOMMENDATION:

Recommendation by Public Works that Council approve the appropriation of funds to Metro Express, utilizing Miami Dade County under contract # RPQ No. 20170179 (agreement attached), in an amount not to exceed $112,271.00 for Alley improvements as funds were budgeted in the FY18/19 Budget pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: This is for the installation of storm water drains and asphalt paving for the city owned alleyway behind 249 North Royal Poinciana Blvd.

Submission Date and Time: 4/2/2019 2:54 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Public Works	Dept. Head:	Dept./ Desc.: Stormwater
Prepared by: Briyonna L. Joyner	Procurement:	Account No.: 440-3901-539.63-00
Attachments: ☒ Yes ☐ No	Asst. City Mgr.:	Additional Funding:
Budgeted/ Funded: ☒ Yes ☐ No	City Manager:	Amount previously approved: $
		Current request: $ 112,271
		Total vendor amount: $ 112,271

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

Licensed
Insured
Bonded

PROPOSAL

Quote No. 051618-002

Date: 5/16/2018

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: Alley Improvement at rear of 249 N. Poinciana Blvd (DRAINAGE) OPTION#02

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	4000.00	4,000.00
MOT	EA	1	2000.00	2,000.00
French Drain/Storm Sewer Pipe Installation	LF	200	160.00	32,000.00
New Catch Basin Installation	EA	4	6000.00	24,000.00
Baffle	EA	4	500.00	2,000.00
Survey Crew	LS	1	4500.00	4,500.00
Limerock Base 8" thick	SY	212	18.00	3,816.00

TOTAL: $72,316.00

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. **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 THREAFTER 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 outilne above and interest charges may be charged upon deliquent accounts.

ACCEPTED BY: _____ _____
name signature

DATE: _____

9442 N.W. 109th. ST – Medley, Florida 33178- Telephone: (305) 885-1330 / Fax (305) 885-1327
An equal opportunity employer

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

Licensed
Insured
Bonded

PROPOSAL

Quote No. 122815-001

Date: 05/16/2018

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:	Aleyway Paving (rear of 249 N. Poinciana Blvd)

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	1000.00	1,000.00
MOT	EA	1	650.00	650.00
Remove and Dipose existing soil/material 8"deep	SY	720	9.00	6,480.00
Limerock Base 8" thick	SY	720	18.00	12,960.00
Laboratory: Proctor	EA	1	500.00	500.00
Laboratory: Density Test	EA	4	125.00	500.00
Asphalt Restoration type S-III, 1.1/2" thick	SY	720	22.00	15,840.00
Sod Restoration	SY	225	9.00	2,025.00

TOTAL: $39,955.00

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. **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 THREAFTER 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 outilne above and interest charges may be charged upon deliquent accounts.

ACCEPTED BY: _____ _____
name signature

DATE: _____

9442 N.W. 109th. ST – Medley, Florida 33178- Telephone: (305) 885-1330 / Fax (305) 885-1327
An equal opportunity employer

March 22, 2018

Delio Albert Trasobares
Metro Express, Inc.
9442 N.W. 109th Street
Miami, Florida 33178

Department of Transportation and Public Works
Capital Improvements Division
111 NW 1st Street, 14th Floor
Miami, FL 33128
T 305-375-1918 F 305-375-5909

Re: Notice of Proceed for **MCC 7360 Plan – RPQ No.: No: 20170179**
Peoples Transportation Plan (PTP) – Sidewalk Improvements - Multiple Sites

CERTIFIED MAIL No: 7013 3020 0001 9453 3832
FACSIMILE: (305) 885-1327
TELEPHONE: (305) 885-1330

Dear **Mr. Delio Albert Trasobares:**

This letter will serve as your notification that you are to proceed with the work described in **RPQ# 20170179** starting **Wednesday, April 4th, 2018** and that all work must be completed on schedule in accordance with the contract documents. The time allotted for the contract is **460 consecutive calendar days** which results in a scheduled completion date of **Monday, July 8th, 2019.**

Peoples Transportation Plan (PTP) – Sidewalk Improvements – Multiple Sites

The complete execution of this notice to proceed shall constitute a contract for the work described in the RPQ under the Request for Price Quotation (RPQ) under the MCC 7360 Plan. The terms and conditions applicable to this contract are in the 7360 Contract dated 6/1/2003 which can be found on www.miamidade.gov/internalservices/miscallneous-construction-contracts.asp#1, and the totality of the contract documents (including but not limited to the RPQ including any special provisions contained therein, drawings and specifications, addenda, and any contract modifications or change orders etc.).

This letter will also serve as a reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws, codes and regulations. In accordance the Contract procedure, the Miami-Dade County **Purchase Order Number is PCMT1800207.**

Should you have any question regarding this notification, please contact Joaquin Rabassa at 305-592-4338.

Sincerely,

Mercedes Barreras
Construction Coordinator

To Be Completed By The Contracting Firm

I understand and accept the terms and conditions for the **RPQ # 20170179** referenced above.

Accepted by:
Company Name: Metro Express Inc.
Authorized Representative Name: Daniel Trasobares
Authorized Representative Signature:
Dated: 3/26/18

The foregoing was sworn and subscribed before me this 26th day of March, 2018 by Daniel Delio Trasobares, who is personally known to me or who produced FL DL T621-164-90-489-0 as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

My Commission expires: 06/14/2021

NOTARY PUBLIC
STATE OF FLORIDA

Rafael A. Solorzano
Commission # GG114780
Expires: June 14, 2021
Bonded thru Aaron Notary

Note: Whoever is signing above is authorized to bind the corporation and must be an officer of the corporation as verified through the Florida Division of Corporations.

Cc: Frank Guyamier, P.E., DTPW
Alejandro Martinez-Esteve, DTPW
Ricardo Arencibia, DTPW
Manuel Garcia, DTPW
Alvaro Castro, DTPW
Bassam Moubayed, DTPW
Marcia Martin, ISD
Alicia Arce, DTPW
Rene Idarraga ,P.E., DTPW
Alfredo Muñoz, P.E., DTPW

Project No: 20170179 - PCMT1800207

AGENDA MEMORANDUM

Meeting Date: **4/8/2019**

To: The Honorable Mayor Billy Bain and Members of the City Council

From: William Alonso, City Manager/Fin. Director

Subject: Approval of Building Better Communities Interlocal Agreement with Miami Dade County

---

Staff requests Council approval of the attached Building Better Communities Interlocal Agreement with Miami Dade County for the $1 million funding of the new Multi-Purpose Facility/ Senior Center project that Commissioner Sosa allocated to our City.

RESOLUTION NO. 2019 –

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE BUILDING BETTER COMMUNITIES INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FUNDING FOR THE CONSTRUCTION OF THE MIAMI SPRINGS SENIOR CENTER; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Miami Springs (the "City") has decided to construct a new Senior Center, for which design professionals and funding for the construction is being sought; and

WHEREAS, in 2004, Miami-Dade County (the "County") approved $2.926 Billion in general obligations bonds for capital projects throughout the County(the "G.O.B."); and

WHEREAS, the covered projects included neighborhood projects for activities such as, but not limited to, development, improvement, rehabilitation or acquisition of real property; and

WHEREAS, the County has agreed that the construction of a new senior center by Miami Springs on city-owned property is a capital improvement eligible for funding from the G.O.B.; and

WHEREAS, the County has offered the City $1 million towards the construction of the new Senior Center, payable pursuant to the terms of the Building Better Communities Interlocal Agreement by and between the County and the City, attached hereto as Exhibit "A" (the "Interlocal Agreement");

WHEREAS, to accomplish the foregoing G.O.B. allocation, the County requires that the City execute and enter into, and the City desires to authorize and enter into, the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Approval.** The Building Better Communities Interlocal Agreement by and between Miami-Dade County and the City of Miami Springs for funding for the Miami Springs Senior Center from the Building Better Communities General Obligation Bond program 2018-2019 funding cycle, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. **Authorization.** The City Manager authorized to finalize and execute the Interlocal Agreement with the County, subject to approval by the City Attorney as to form, content, and legal sufficiency.

Section 4. **Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be reasonably necessary to implement the purpose of this Resolution.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilwoman Mara Zapata	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this ___ day of April, 2019.

_____
BILLY BAIN, MAYOR

ATTEST:

_____
ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT A

LEASE AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS, FLORIDA
AND
DLL FINANCE, LLC

Management and Budget
Management and Budget
111 NW 1st Street • 22nd Floor
Miami, Florida 33128-1926
T 305-375-5143 F 305-375-5168

miamidade.gov

March 29, 2019

William Alfonso, City Manager
201 Westward Dr
Miami Springs, FL 33166

Dear Mr. Alfonso:

RE: GOB Interlocal Agreement
PROJECT NUMBER 220-3001449 / Acquire or Construct Multi-Purpose Facilities D6 - Senior CenterAcquire or Construct Multi-Purpose Facilities D6 - Senior Center

Enclosed please find five (5) Interlocal Agreements with Exhibits to be executed for the captioned project.

I urge you to complete the necessary forms and submit them to us to expedite the reimbursement. As part of the overall process, we ask that you periodically send us progress photographs of your project(s) and provide a monthly update for us to include on our website.

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

Sincerely,

FBarriga

Frank Barriga
Senior Business Analyst
Office of Management and Budget

Attachments

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

Acquire or Construct Multi-Purpose Facilities D6 - Senior Center
Project Number 220-3001449

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of Miami Springs, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Council of the City of Miami Springs, Florida (the "Municipality") is entered into this _____ day of _____, 2019.

WITNESSETH:

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

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

WHEREAS, Acquire or Construct Multi-Purpose Facilities D6 - Senior Center/Project Number 220-3001449 (the "Project") is eligible for funding from the BBC GOB Program in a total amount not to exceed $1,000,000 (the "Funding Allocation"); and

WHEREAS, the Municipality is undertaking the demolition of the existing senior center and construction of a new facility and parking lot of 28 standard and 8 handicapped spaces on the south west end of the site located at 101 Apache Street (343 Payne Drive). The new one story structure, 13,280 square feet, will be built on 0.72 acres and will include adult day care center, meeting rooms, multi-purpose community and activity rooms, summer camp day care, and other community services including drivers' license renewals, computer classes, blood pressure screenings, hurricane preparedness workshops, and income tax return preparation assistance and counseling (the "Project") which was specifically approved as part of the BBC GOB Program and

has been approved for funding in Fiscal Year 2018 - 2019, provided funds are available, and is described more specifically in Exhibit 1 to this Interlocal Agreement; and

WHEREAS, the Acquire or Construct Multi-Purpose Facilities D6 - Senior Center/Project Number 220-3001449 as a whole is estimated to cost $6,979,045 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1; provided, however, the County's obligation to fund the Project is fully subject to and contingent upon the availability of BBC GOB Program proceeds; and

WHEREAS, pursuant to the terms of this Agreement, the County has agreed to fund $670,000 in Fiscal Year 2018 - 2019 from the BBC GOB Program funds for the Project (the "Funding Cycle Allocation"), fully subject to and contingent upon the conditions set forth in this Agreement, and in particular, the County's approval and issuance of BBC GOB Program bonds or the draw-down bonds ("Funds"), the approval by the Board of County Commissioners to fund this Project from the Funds, and the availability of the Funds; and

WHEREAS, subject to annual appropriation by the Board, the County plans to fund the Funding Allocation by making available, in addition to the Fiscal Year 2018 - 2019 Funding Cycle Allocation, an aggregate amount equal to $330,000 in the years and amounts set forth in the Multi-Year Capital Plan approved by the Board for Fiscal Year 2019 - 2020 (collectively, the "Funding Plan") to the Municipality from the Funds, provided, however, the disbursement of the Funds is subject to the conditions set forth in this Agreement and, in particular, Section 2(c); and

WHEREAS, from time to time, the Board may, in its sole discretion, approve revisions to the Multi-Year Capital Plan thereby amending the amounts and timing of the Funding Plan; and

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

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

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

Section 2. **Funding Responsibilities**:

a. **Project Funding Plan**: A Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Municipality through a local funding plan or written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any.

b. **Representations of the Municipality**: The Municipality covenants and warrants that it has, in combination with the Funding Allocation, the amount of funding necessary for the completion of the Project. The additional sources of funding are listed in Exhibit 1.

c. **Responsibilities of the County**: The County agrees to provide solely from the Funds for the Fiscal Year 2018 - 2019 Funding Cycle Allocation in an amount equal to $670,000, fully subject to and contingent upon the County's approval and issuance of the Funds, the approval by the Board of County Commissioners to fund this Project from the Funds, and the availability of the Funds ("Conditions Precedent to Funding Responsibility"). This amount represents a portion of the amount necessary to complete the Project. Subject to the satisfaction of the Conditions Precedent to Funding Responsibility and subject to annual appropriation by the Board, the County also agrees to make disbursements from available Funds for the balance of the Funding Allocation in the years and the amounts set forth in the Multi-Year Capital Plan. The Municipality understands and agrees that, from time to time, the Board may, in its sole discretion, approve revisions to the Multi-Year Capital Plan thereby amending the amounts and timing of Funding Allocation disbursements to the Municipality. The Funds, if and when available, shall be provided in accordance with the reimbursement procedures contained in the County's GOB Administrative Rules attached as Attachment 1. Municipality understands and agrees that reimbursements to the Municipality will be made in accordance with federal laws. Subject to certain exceptions the applicability of which is to be reviewed on a case-by-case basis, the reimbursement allocation will be made no later than eighteen (18) months after the later of (a) the date the original expenditure is paid, or (b) the date the project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid by the Municipality. Notwithstanding the foregoing, the County shall have no obligation whatsoever to make any reimbursements to the Municipality prior to the satisfaction of all of the Conditions Precedent to Funding Responsibility. Any and all reimbursement obligations of the County pursuant to this Agreement are limited to and contingent upon, the availability of Funds allocated to the Project in accordance with the Funding Plan. The Municipality accepts and

agrees that all expenditures made by the Municipality prior to the satisfaction of all of the Conditions Precedent to Funding Responsibility are made at the Municipality's sole risk and may not be eligible for reimbursement. The Municipality may not require the County to use any other source of legally available revenues other than from the Funds to fund the Funding Plan. This Agreement does not in any manner create a lien in favor of the Municipality on any revenues of the County including the Funds. In the event that the Project Milestones, as defined and set forth in Exhibit 1 of this Agreement are not within 10% of completion, the dollars to be funded for subsequent Milestones may be delayed for one (1) calendar year in accordance with the Administrative Rules, see Section 18 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

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

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

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

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

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

(a) Each of the following shall constitute a default by the Municipality:

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

(2) If the Municipality shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 9(a)(1) and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.

(3) If the Municipality fails to complete the Project within three (3) years of the effective date of the first executed Interlocal Agreement for this Project.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Municipality; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 9(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Municipality shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.

(2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or

temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 9(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

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

Section 11. **Naming Rights and Advertisements**: It is understood and agreed between the parties hereto that the Municipality is funded by Miami-Dade County. Further, by acceptance of these funds, the Municipality agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall

appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. The Municipality shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. In particular, the Municipality must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY." The use of the official County logo is permissible for the publicity purposes stated herein. The Municipality shall submit sample of mock up of such publicity or materials to the County for review and approval. The Municipality shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is its funding source.

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

The County:
County Mayor
Miami-Dade County, Stephen P. Clark Center
111 NW 1 Street, Suite 2910
Miami, Florida 33128

The Municipality:
City Mayor
201 Westward Drive
Miami Springs, Florida 33166

With a copy to:
Director, Office of Management and Budget
111 NW 1 Street, Suite 2210
Miami, Florida 33128

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

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

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

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

Section 17. **Representation of the Municipality**: The Municipality represents that this Agreement has been duly authorized, executed and delivered by Mayor and Council, as the governing body of the City of Miami Springs, Florida and it has granted the City Manager of Miami Springs, or designee, the required power and authority to execute this Agreement. The Municipality agrees to: a) maintain the Project for a minimum of 25 years; b) agrees to govern itself, in regards to the subject Project, in accordance with Article 7 of the County Charter; c) keep the Project open safely and properly maintained for all Miami-Dade County residents; and, d) allow all Miami-Dade County residents equal access and use of the Project and not discriminate when charging facility admission fees based on where a resident resides in the County. The Municipality also agrees to accept and comply with the Administrative Rules as stated in Attachment 1 and as may hereafter be amended.

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

availability of funding from the County for the specific purpose contained herein. The Municipality shall be solely responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Attachment 1, to the County Mayor or his designee for this purpose.

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

Section 20. **Indemnity**: The Municipality does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the Municipality shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Municipality. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

The County does hereby agree to indemnify and hold harmless the Municipality to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality or any unrelated third party.

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

Section 22. **Entirety of Agreement**: This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 2019.

City of Miami Springs, Florida

By: _____ _____
City Mayor Date

For the City Council,
City of Miami Springs, Florida

_____, CLERK
Attest:

By: _____ _____
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

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

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

HARVEY RUVIN, CLERK
Attest:

By: _____ _____
Deputy Clerk Date

Approved by County Attorney as
to form and legal sufficiency. _____

Miami-Dade County
Building Better Communities General Obligation Bond Program (GOB)

Miami Springs

Acquire or Construct Multi-Purpose Facilities D6 - Senior Center

GOB Project Number 220-3001449

REVENUES					Milestones	EXPENSES		
FY 2018 - 2019 GOB Allocation	FY 2019 - 2020 GOB Allocation	Future GOB Allocation	*Other Funding Allocations	Total Estimated Revenues		Projected Start Date	Schedule End Date	Total Estimated Expenses
				0	Project Administration			0
				0	Project Administration (Non-GOB)			0
				0	Land Acquisition			0
				0	Land Acquisition (Non-GOB)			0
				0	Pre-design, Planning, including preliminary engineering			0
			50,445	50,445	Pre-design, Planning, including preliminary (Non-GOB)	11/14/2017	10/1/2018	50,445
				0	A&E Selection			0
				0	A&E Selection (Non-GOB)			0
170,000				170,000	Design	11/14/2017	10/1/2018	170,000
			282,185	282,185	Design (Non-GOB)	11/14/2017	10/1/2018	282,185
				0	Dry run/permit			0
				0	Dry run/permit (Non-GOB)			0
				0	Contractor Selection			0
				0	Contractor Selection (Non-GOB)			0
500,000	330,000			830,000	Construction On Going	3/1/2019	4/30/2020	830,000
			5,646,415	5,646,415	Construction On Going (Non GOB)	3/1/2019	4/30/2020	5,646,415
				0	Construction Substantially Complete			0
				0	Construction Substantially Complete (Non-GOB)			0
				0	Other			0
				0	Other (Non-GOB)			0
670,000	330,000	0	5,979,045	6,979,045	TOTALS			6,979,045

*** Other Funding (List sources and amounts)**

Funding Source	Amount
City of Miami Springs	5,979,045

Total
5,979,045

Project Narrative/Description

The project consists of the demolition of the existing senior center and construction of a new facility and parking lot on the south west end of the site located at 101 Apache Street (343 Payne Drive). The new one story structure, 13,280 square feet, will be built on 0.72 acres and will include onsite parking with 28 standard and 8 handicapped spaces. The entrance to the building will have a covered porte cochère, vestibule entrance with a high vaulted ceiling for an open lobby/lounge with Reception area. Other features include, 2 offices for personnel, 4 classrooms for exercise, computer and art, dining room, catering kitchen, covered veranda, women's and men's restrooms, companion restrooms, 2 personal service rooms/offices, laundry room and storage space.

GOB Total Funding Allocation Narrative/Description

Tthe demolition of the existing senior center and construction of a new facility and parking lot of 28 standard and 8 handicapped spaces on the south west end of the site located at 101 Apache Street (343 Payne Drive). The new one story structure, 13,280 square feet, will be built on 0.72 acres and will include adult day care center, meeting rooms, multi-purpose community and activity rooms, summer camp day care, and other community services including drivers' license renewals, computer classes, blood pressure screenings, hurricane preparedness workshops, and income tax return preparation assistance and counseling Future BBC GOB allocations are fully subject to and contingent upon the availability of BBC GOB Program proceeds and the execution of subsequent agreements between the County and the City of Miami Springs.

GOB 2018 - 2019 Funding Allocation Narrative/Description

General Obligation Bond funding will facilitate the overall financing of the Multi Purpose facility-Senior center construction. Funding will be used to cover the design costs (17% soft costs) and construction phase of the project.

**For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section I, A2e of the Building Better Communities Bond Program (GOB) Administrative Rules.

AGENDA MEMORANDUM

Meeting Date: **4/8/2019**

To: The Honorable Billy Bain and Members of the City Council

Via: William Alonso, City Manager / Finance Director

From: Tammy Romero, Assistant City Manager

Subject: Process for selecting a contractor for the construction of the new Senior Center Facility

---

Discussion:
On March 28th, 2019, we advertised a Request for Proposal (RFP) # 04-18/19 for the Construction of the new Senior Center/Multi-purpose Facility. We are currently in a "Cone of Silence" and responses are due on Wednesday, May 7th, 2019.

A Selection Committee team (to be determined) along with Tammy Romero, Assistant City Manager (overseeing the procurement procedures), Jorge Ferrer with B&A and Doug & Ellen Gallow from LifeSpan Design (overseeing the construction and programming side) will oversee the evaluation and ranking process made by the committee. We anticipate having a recommendation go before Council at the May 28th, 2019 meeting, however staff would like Council to consider the following: 1) Council can consider the recommendation made by the selection committee team and approve an award at the May 28th meeting OR 2) if Council chooses you may wish to hear presentations from the respondents, re-evaluate and score the "shortlisted" responses and establish a new ranking and make a recommendation to award the contractor for the construction of the new center.

If Council chooses option 2 and would like to hear presentations and have the opportunity to rank them again, we ask Council's assistance on how they would like us to proceed with the process by answering the following questions:

1. Would Council like presentations from all of the responses or just the top ranked ones and if so, how many? The top 1, 2, 3,etc.? How many in total?
2. When do you wish to schedule these presentations? At a regular meeting or a Special meeting?
3. How long would Council like to spend with each for presentation time and Q&A time? Typically in the past, we have scheduled a 10 minute presentation and a 20 minute Q&A session for a total of 30 minutes each. In addition the order in which each is heard is through a double blind draw process where the first number picked is the order in which to hear the presentations and the second pick is the name of the respondent to make the presentation.

AGENDA MEMORANDUM

Meeting Date: **4/8/2019**

To: The Honorable Mayor Billy Bain and Members of the City Council

From: William Alonso, City Manager/Fin. Director

Subject: City Clerk Salary Increase

During the Council meeting of March 11, Council requested some information in order to make a decision on a proposed pay increase for our City Clerk.

Attached is a salary survey of all City Clerks in Miami Dade County as well as a salary history for our current City Clerk.

Our City Clerks current salary is $85,233, each 1% increase is equivalent to approx. $852.

CITY CLERK SALARY SURVEY

Miami-Dade County - March 29, 2019

MUNICIPALITY	ANNUAL SALARY	POPULATION
Miami Beach	$222,465	87,779
Coral Gables	$144,638	46,780
Miami	$144,375	399,457
Pinecrest	$133,712	18,223
Bal Harbor Islands	$132,029	2,513
Aventura	$127,308	35,762
Bay Harbor Islands	$125,736	5,628
Miami Gardens	$123,600	107,167
North Miami Beach	$122,000	41,523
Cutler Bay	$119,577	40,286
Key Biscayne	$115,717	12,344
Hialeah	$114,166	224,669
Homestead	$113,090	60,512
Miami Shores	$102,398	10,493
Surfside	$100,786	5,744
Doral	$98,398	45,704
Hialeah Gardens	$92,299	21,744
Medley	$88,585	838
Sweetwater	$86,151	13,499
Miami Springs	$85,233	13,809
South Miami	$84,810	11,657
Sunny Isles Beach	$82,915	20,832
Golden Beach	$82,404	919
Palmetto Bay	$81,955	23,410
Miami Lakes	$81,600	29,361
Florida City	$79,592	11,245
Opa Locka	$76,500	15,219
Indian Creek	$75,000	86
Virginia Gardens	$66,466	2,375
West Miami	$66,150	5,965
North Bay Village	$62,785	7,137
Biscayne Park	$50,692	3,055
North Miami (elected position)	$47,910	58,786
El Portal (30 hrs/wk @ $28/hr)	$43,680	2,325
AVERAGE	$99,257	

SALARY HISTORY

CITY OF MIAMI SPRINGS

ERIKA GONZALEZ SANTAMARIA, CITY CLERK

DATE	REASON	SALARY
10/01/18	3% COST OF LIVING ADJUSTMENT	$85,233
10/01/17	3% COST OF LIVING ADJUSTMENT	$82,750
10/01/16	4% COST OF LIVING ADJUSTMENT	$80,340
10/01/15	3% COST OF LIVING ADJUSTMENT	$77,250
04/01/14	NEW EMPLOYEE	$75,000

CITY OF MIAMI SPRINGS

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

SPECIAL EVENTS APPLICATION

(TO CONDUCT A SPECIAL EVENT ON CITY PROPERTY OR OTHER PUBLIC PROPERTY)

1. **APPLICANT**: Tony Silva
   Name of Organization: Miami Springs/Virginia Gardens Optimist Club, Inc.
   Address: 1101 Wren Ave
   Phone: (305) 345-1019 Fax: _____

2. **EVENT**: Bar-B-Que Blast
   Purpose: Fund Raiser
   Profit: _____ Non-Profit: ✔
   Date: 09/28/2018
   Time Start: 7:00 am End: 8:00 pm
   Estimated # of participants: 50 Estimated # of spectators: 800
   Location of event: Miami Springs Circle
   (Attach map to show route, if applicable)

3. **INSURANCE**: Attach Certificate of Insurance naming City of Miami Springs as an additional insured: Limits $1 Million each person; $2 Million each occurrence for bodily injury liability; $100,000 each occurrence on property damage liability.

4. **RENTAL FEE**: Circle/Gazebo pavilion for weddings and/or private events: Rental fee for 3-hour minimum is $500.00, and every additional hour is $125.00. Curtiss Parkway median rental fee is $100.00. (Non-profit organizations will not be charged a fee. Proper documentation must be shown). Per Resolution #2012-3557.

5. **FACILITY CLEAN-UP/DAMAGE REPAIR**: There is a deposit required of $100 to cover cost of applicant litter clean-up and facility repair. Applicant agrees to reimburse the City if its clean-up/damage repair costs exceed the $100 deposit. If no clean-up/damage repair is required, the deposit will be returned. **NOTE**: Applicant is responsible for providing adequate "recycling" containers to dispose of recyclable material.

6. **SPECIAL SERVICE**: Police: Traffic control and/or crowd control will be determined by the Miami Springs Police Department. Any police personnel costs incurred in addition to normal operating expenses will be provided by off-duty police officers and must be arranged with the Chief of Police or his designee.

7. **CODE COMPLIANCE**: Any placement of placards, banners, signs, etc., must be cleared with the Code Compliance Officer in compliance with the City Code.

8. **NOISE AND MUSIC PERMITS:** Permits may be issued upon the completion of the application, investigation, and decision making processes set forth in Code of Ordinance sections 99-20 through 99-25.

Applicant hereby affirms that none of the activities involved in this request involve any nudity or acts which could be construed as lewd, offensive to the senses, or offensive to the decency of an individual or the City.

Applicant: George V. Lob 09/28/2018
(Print Name/Title) (Signature) (Date)

1. Risk Manager _____ Date _____
2. Chief of Police _____ Date _____
3. Code Compliance_____ Date _____
4. City Manager _____ Date _____

Enclosure:			
Certificate of Insurance	Yes ____	No ____	Waived _____
Route Map	Yes ____	No ____	Waived _____
Clean-up/Damage Repair Deposit	Yes ____	No ____	Waived _____
Usage Fee	Yes ____	No ____	Waived _____
Special Condition	Yes ____	No ____	Waived _____
Facility Agreement	Yes ____	No ____	Waived _____

REFERENCES: _____

_____

_____

_____

_____

_____

FOLLOW-UP NOTES: _____

_____

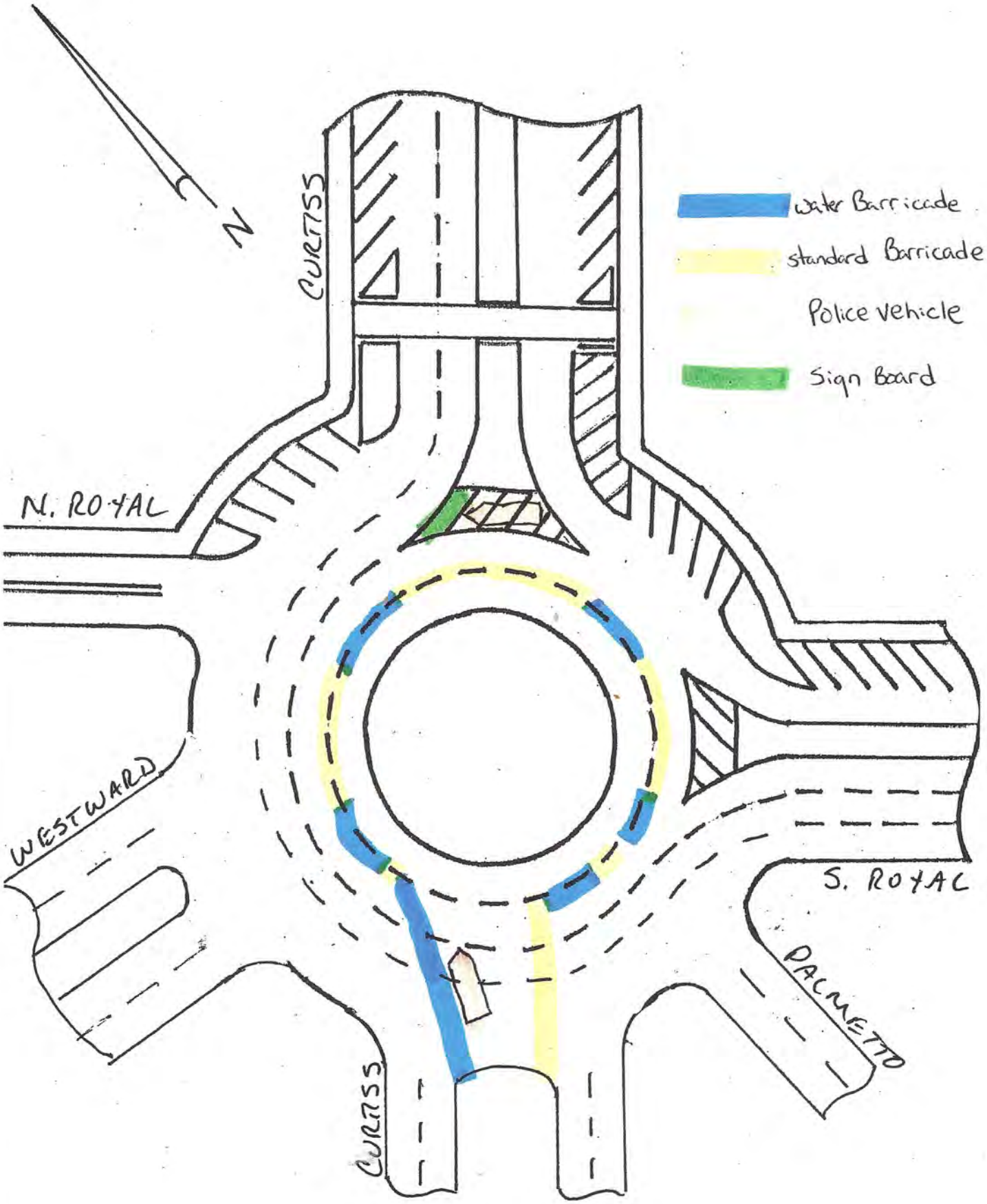
_____

_____

_____

_____

Please initial _____


N
CURTISS
N. ROYAL
WESTWARD
CURTISS
S. ROYAL
PALMETTO
water Barricade
standard Barricade
Police vehicle
Sign Board