



## **CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Xavier M. Garcia**

**Vice Mayor Bob Best**  
**Councilwoman Roslyn Buckner**

**Councilman Billy Bain**  
**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, May 11, 2015 – 7:00 p.m.** **City Hall, Council Chambers, 201 Westward Drive**

**1. Call to Order/Roll Call**

**2. Invocation:** Vice Mayor Best

**Salute to the Flag:** Students from A.I.E. will lead the audience in the Pledge of Allegiance and Salute to the Flag

**3. Awards & Presentations: None**

**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.

**5. Approval of Council Minutes:**

A) April 27, 2015 – Regular Meeting

**6. Reports from Boards & Commissions: None**

**7. Public Hearings:**

A) Ordinance – Second Reading – An Ordinance Of The City Council Of The City Of Miami Springs Amending Code Of Ordinance Section 35-14, Membership In Retirement System; To Provide Any Newly Appointed Department Directors The Option Of Joining The City Employees Retirement System; Determination Of Retroactivity; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

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

A) Approval of the City Attorney's Invoice for April 2015 in the Amount of \$13,722.75

B) Recommendation by Golf that Council approve an expenditure to Acushnet, as a sole source provider, on "an as needed basis" in the amount of \$2,000.00, for golf merchandise in our golf shop at the clubhouse as funds were approved in the FY 14/15 Budget, pursuant to Section 31.11 (E)(6)(c) of the City Code

C) Recommendation by Golf that Council approve an expenditure to Miami Herald, as a sole source provider, on “an as needed basis” in the amount of \$2,100.00, for marketing and advertising the Miami Springs Country Club as funds were approved in the FY 14/15 Budget, pursuant to Section 31.11 (E)(6)(c) of the City Code

D) Recommendation by Public Works that Council authorize the issuance of a Purchase Order, in the event of a hurricane, to Crowder Gulf, utilizing City of Aventura’s RFP #06-2-17-2, as the City’s primary contractor for Debris Removal, Reduction and Disposal Services after a hurricane or other disaster, with no cost to the City unless we actually utilize the services, Section 31.11 (E)(5) of the City Code

**9. Old Business:**

- A) Appointments to Advisory Boards by the Mayor and Council Members
- B) Update on ConEdison – City of Miami Springs Energy Savings Project
- C) Suggested Code Topics for Review at Special Meeting

**10. New Business:**

A) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Approving And Adopting A Supplemented City Employee “Pay Plan” For Fiscal Year 2014-2015; Reserving The Right And Authority To Amend Or Supplement The Plan; Effective Date

B) Police – LETF Purchase IT Network Infrastructure and Redesign; The Miami Springs Police Department IT infrastructure is in dire need of updating and restructuring. Designing and building the IT system from scratch will allow the Miami Springs Police Department to improve overall delivery of service. This system will modernize recordkeeping, accountability and allow officers faster and safer exchange of information between each other and the station. This will also allow our officers to transmit and record reports and incidents from the field. This would eliminate the need of having officers leave their assigned areas for the purpose of using a computer at the station.

1. Recommendation by the Police Department that Council approve an expenditure to Loxia Tech IT Solutions, as a sole source provider, in the amount of \$183,000.00, for IT network infrastructure redesign and implementation, as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section 31.11 (E)(6)(c) of the City Code

2. Recommendation by the Police Department that Council approve an expenditure to Loxia Tech IT Solutions, as a sole source provider, for \$3,500.00 per month for a period of one year, for onsite weekly System Administration Services, as these funds qualify for expenditure from the Law Enforcement Trust Fund, pursuant to Section 31.11 (E)(6)(c) of the City Code

C) Recommendation by Finance-Professional Services that Council award City RFP #03-14/15 to Z Roofing & Waterproofing, Inc., the lowest responsible bidder, in an amount not to exceed \$111,385.00, for Re-roofing the City Hall roof with a GAF TPO system, as partial funds in the amount of \$90,000.00 were approved in the FY 14/15 Budget and the balance of \$21,835.00 will come from the Designated Fund Balance, pursuant to Section 31.11 (E)(1) of the City Code

D) Recommendation by Police Department that Council waive the competitive bid process and approve an expenditure to C.R. DeLongchamp, in the amount of \$19,584.00, for building rental as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section 31.11 (E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional twelve month period

E) Recommendation by Recreation Commission to Approve "Wall of Fame" Nomination for James Caudle

F) Recommendation that Council authorize the execution of a five year extension agreement with Martin Outdoor Media, Inc. for the City's seventeen (17) bus benches

**11. Other Business: None**

**12. Reports & Recommendations:**

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

**13. Adjourn**

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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](http://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 (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.



**City of Miami Springs, Florida**  
City Council Meeting

Regular Meeting Minutes  
Monday, April 27, 2015 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 Xavier M. Garcia  
Vice Mayor Bob Best  
Councilman Billy Bain  
Councilwoman Roslyn Buckner  
Councilman Jaime A. Petralanda

City Manager Ronald K. Gorland  
Assistant City Manager/Finance Director William Alonso  
City Attorney Jan K. Seiden  
Chief of Police Armando A. Guzman  
City Clerk Erika Gonzalez-Santamaria  
Professional Services Supervisor Tammy Romero  
Golf and Country Club Director Paul O'Dell  
Public Works Director Thomas Nash  
Parks and Recreation Director Omar Luna

2. **Invocation:** Councilman Petralanda

**Salute to the Flag:** Students from Springview Elementary School led the audience in the Pledge of Allegiance and Salute to the Flag

3. **Awards & Presentations:**

A) Yard of the Month – May 2015 – Adelaide and Paul Smith – 660 Nightingale Avenue

Mayor Garcia presented a Certificate of Recognition to Adelaide and Paul Smith for their home being designated as Yard of the Month for May 2015.

B) Yard of the Month – May 2015 – Miami Springs Woman's Club – 200 Westward Drive

Mayor Garcia presented a Certificate of Recognition to Miami Springs Woman's Club for their yard being designated as Yard of the Month for May 2015.

**4. Open Forum:** The following members of the public addressed the City Council: Tony Lima of 841 Wren Avenue, Ralph Wakefield, 255 Springs Avenue, Kim Werner of 1016 Meadowlark Avenue, and Betty Dixon of 330 Cardinal Street.

**5. Approval of Council Minutes:**

- A) April 13, 2015 – Regular Meeting
- B) April 13, 2015 – Special Meeting

**Vice Mayor Best moved to approve. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilwoman Buckner, Councilman Petralanda 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 Golf that Council authorize the issuance of a Purchase Order to Howard's Fertilizer & Chemical, utilizing Town of Davie Bid #B-14-25, in the amount of \$10,000.00, for custom pre-emergent fertilizer blends as funds were approved in the FY14/15 Budget, pursuant to Section 31.11(E)(5) of the City Code

B) Recommendation by Golf that Council approve an expenditure to Aeration Technology, Inc., as a sole source provider, in an amount not to exceed \$28,000, for aerating the golf course this summer as funds were approved in the FY14/15 Budget, pursuant to Section 31.11 (E)(6)(c) of the City Code

C) Recommendation by Golf that Council authorize the issuance of a Purchase Order to Harrell's utilizing Miami-Dade County contract #9020-1/19, in the amount of \$8,000.00, for liquid fertilizer as funds were approved in the FY14/15 Budget, pursuant to Section 31.11(E)(5) of the City Code

D) Recommendation by Golf that Council authorize the issuance of a Purchase Order to Growers Equipment Co., utilizing State of Florida contract #760-000-10-1, in the amount of \$13,000.00, for the repairs done to the Kubota tractor at the golf course as funds were approved in the FY14/15 Budget, pursuant to Section 31.11(E)(5) of the City Code

E) Recommendation by Public Works that Council waive the competitive bid process and approve an expenditure to Computer Electric, on an "as needed basis" in the amount of \$47.70 per hour, for electrical repairs as funds were approved in the FY14/15 Budget, pursuant to Section 31.11 (E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period

F) Recommendation by Recreation that Council waive the competitive bid process and approve an expenditure to Firepower Displays Unlimited, LLC, in the amount of \$15,000, for 4th of July Fireworks Display as funds were approved in the FY 14/15

Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

**Councilman Bain moved to approve consent agenda items 8B, 8C, 8D, 8E, and 8F. Councilwoman Buckner seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.**

**Councilman Petralanda pulled consent agenda item 8A. After some discussion, Councilman Petralanda moved to approve consent agenda item 8A. Vice Mayor Best seconded the motion, motion carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes.**

**9. Old Business:**

A) Appointments to Advisory Boards by the Mayor and Council Members

**Councilman Best appointed Mark Johnston to the Recreation Commission and Constantino Hernandez to the Education Advisory Board.**

B) Discussion regarding Aquatic Center current design and cost

Vice Mayor Best read a statement into the record. He discussed the current status of the aquatic facility and requested that the Council place a hold on further spending on the aquatic facility and a special meeting be schedule.

Councilwoman Buckner also stated that she is not comfortable with the new debt and how the community pool will look like. She also requested a special meeting to further discuss the various possibilities to reduce the cost and amenities of the projected aquatic facility.

Mayor Garcia encouraged the questions from the new Councilmembers in order to get to know the facility. He reminded the Council and the public that the process for the aquatic facility was long and very public process. There were many meetings, charrettes, and reading material via mail, website, and publications. He also requested that no holds be placed on the project until all the questions and specific details are given to the contractor, since the City in currently under contract.

Councilman Bain stated that the process for the pool was much different and much more open and public than the construction of the Community Center. There was a year and half of charrettes and meetings for the pool. He stated that he was not in favor of any closure or stopping the project.

**Councilman Bain made a motion to continue the process as-is. The motion failed due to lack of a second.**

Councilman Petralanda stated that the new members of Council have the right to have their voices heard. He also suggested that the work on the aquatic facility should not stop but a special meeting be established as soon as possible.

Patricia Bonilla, president of Lunacon, addressed the City Council. She addressed the possibilities if the project were to stop there would still be costs incurred regardless.

John Dillon, Dillon Pools, addressed the City Council with their concerns on changing to a competition pool and other matters that relate to the current project.

Darlene Roman-Rossy, representative from Lunacon, also addressed the City Council's questions and concerns regarding the current aquatic facility.

**After some discussion, Vice Mayor Best moved to stop all funding of the aquatic facility and to schedule a special meeting. Councilwoman Buckner seconded the motion, which failed 2-3 on roll call vote. The vote was as follows: Vice Mayor Best and Councilwoman Buckner voting Yes; Councilman Bain, Councilman Petralanda and Mayor Garcia voting No.**

Mayor Garcia requested that within the next two days that the new Council members meet with staff to discuss questions and concerns they may have on the project.

**Councilman Petralanda made a motion to schedule a special meeting on Monday, May 4<sup>th</sup>. Councilman Bain seconded the motion. Councilman Petralanda later withdrew his motion.**

C) Recommendation that Council approve the execution of the Professional Consulting Services Agreement with Craven Thompson & Assoc., Inc. for Architectural, Engineering, Planning, Design and Staff Services Support citywide paid in accordance with the Hourly Fee Schedule "Attachment B" of the contract

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

#### **10. New Business:**

A) Ordinance – First Reading – An Ordinance Of The City Council Of The City Of Miami Springs Amending Code Of Ordinance Section 35-14, Membership In Retirement System; To Provide Any Newly Appointed Department Directors The Option Of Joining The City Employees Retirement System; Determination Of Retroactivity; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

City Attorney Seiden read the title of the ordinance.

Attorney Seiden stated that newly appointed City employees to the positions of City Manager, Assistant City Manager, or Department Director following the enactment of this ordinance shall have the option of membership in the City Employees' Retirement System or any other City approved retirement plan. He asked Staff to send the ordinance to the attorney for the Retirement Board for his review and approval. Second Reading is scheduled for May 27, 2015.

**Councilwoman Buckner moved to approve the ordinance on first reading. Councilman Bain seconded the motion, which was carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilman Petralanda and Mayor Garcia voting Yes; Councilwoman Buckner voting No.**

B) Ordinance – First Reading – An Ordinance Of The City Council Of The City Of Miami Springs Amending The Following Delineated Code Sections Contained In "The Miami Springs Retirement Ordinance" In Order To Comply With The Provisions Of The Internal Revenue Code; By Providing Additional Definitions In Code Section 35-04, Definitions; Supplementing The Provisions Contained In Code Section 35-18, Military Service Credit; By Correcting Certain Language And Providing An Additional Provision In Code Section 35-20, Normal Retirement; By Revising And Supplementing Provisions Contained In Code Section 35-30.1, Limitation On Benefit; By Substantially Modifying And Updating Provisions Contained In Code Section 35-30.2, Distributions In Plan Years Beginning After December 3, 1984; By Creating New Code Of Ordinance Section 35-30.4, Miscellaneous; By Supplementing And Further Explaining Provisions Contained In Code Section 35-46, Direct Transfers Of Eligible Rollover Distributions; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

City Attorney Seiden read the title of the ordinance.

Attorney Seiden stated that the ordinance is before the Council for consideration so that the wording for the pension plan is in compliance with the new Internal Revenue Service enactments. He asked Staff to send the ordinance to the Retirement Board and the attorney for the Retirement Board for their review and approval.

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

C) Ordinance – First Reading – An Ordinance Of The City Council Of The City Of Miami Springs Amending The Following Delineated Code Sections Contained In The "Police And Fireman Pension Plan" In Order To Comply With The Provisions Of The Internal Revenue Code; By Providing Additional Definitions In Code Section 35-51, Definitions; By Supplementing Provisions And Correcting Language Contained In Code Section 35-53, Benefit Amounts And Eligibility; By Providing Additional Substantive Provisions In Code Section 35-54, Optional Forms Of Benefits; By Supplementing A Provision In Code Section 35-54, Member Contributions; By Adding Additional Provisions In Code Section 35-58, Repeal Or Termination Of System; By Revising, Supplement, And Adding Provisions In Code Section 35-59 Miscellaneous; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

City Attorney Seiden read the title of the ordinance.

Attorney Seiden stated that the ordinance is before the Council for consideration so that the wording for the pension plan is in compliance with the new Internal Revenue Service enactments. He asked Staff to send the ordinance to the Retirement Board and the attorney for the Retirement Board for their review and approval.

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

D) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Third Budget Amendment To The FY 2014-2015 Budget; By Reclassifying The Stafford Park Renovation Project From The General Fund Into The Capital Projects Fund; Recording The State Grant For The Senior Center Operations Fund; Increasing The General Fund From The City's Designated Fund Balances To Fund Additional Purchases And Expenses Authorized By The City Council; Providing Intent; Specifying Compliance With Budgetary Processes And Procedures; Effective Date

City Attorney Seiden read the title of the resolution.

Attorney Seiden stated that the resolution is to reclassify a project within the budget to the designated funding source.

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

E) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Amending The Schedule Of Golf Charges And Fees For The Operation Of The Miami Springs Golf And Country Club; Reserving The Right And Authority To Amend Or Supplement The Schedule Of Charges; Effective Date

City Attorney Seiden read the title of the resolution.

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

F) Resolution – A Resolution Of The City Council The City Of The City Of Miami Springs Authorizing The City To Apply For, And Accept, If Awarded, A \$30,000 2015 Urban And Community Forestry Grant With The State Of Florida On An Equal Or Greater Matching Amount Basis; Directing The Proper Officers And Officials Of The City To Execute The Grant Memorandum Of Agreement With The State Of Florida, Department Of Agriculture And Consumer Services, Florida Forest Service; Effective Date

City Attorney Seiden read the title of the resolution.

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

G) Decision Regarding Advertising in the Conference Edition of the Quality Cities Magazine to Celebrate the Florida League of Cities 89th Conference in Hollywood, Florida to be Held During August 13-15, 2015

**Vice Mayor Best moved to approve the full page color ad. Councilman Petralanda seconded the motion, which was carried 4-1 on roll call vote. The vote was as**

**follows: Vice Mayor Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting Yes; Councilman Bain voting No.**

H) Recommendation by Golf that Council approve an expenditure to Awnings Universal, the lowest responsible quote, in the amount of \$6,500, for an awning to cover our lift station, pursuant to Section §31.11 (C)(2) of the City Code

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

I) Setting a date for a Special Meeting for Codes Review/Updating and Memorial Day Council Meeting Conflict

City Attorney Seiden stated that he will provide several topics for the Council's consideration at the next Council meeting.

#### **11. Other Business:**

A) Authorization to hire outside Counsel for pending election litigation

City Attorney Seiden briefly went over the details of the litigation. He explained that since he may be called as a witness, it would be best to hire outside counsel to represent the City, the Mayor and Clerk.

**After some discussion, Vice Mayor Best moved to authorize to hire outside counsel. Councilman Bain seconded the motion, which was carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Bain, Councilwoman Buckner, and Councilman Petralanda voting Yes. Mayor Garcia abstained.**

B) FY2014-2015 2nd Quarter Budget Status Report (Unaudited)

Assistant City Manager/Finance Director reported that the City is within revenues and expenditures and are expected to have a surplus in the second quarter. Staff has added designated fund balance items for the Council's information.

C) Consideration of Rescheduling of Regular Council meetings to 7:00 p.m. on the first and third Tuesday of each month

Tom Curtis spoke on the agenda item.

**Some discussion ensued on the item, Councilman Bain moved to change the Council meetings to the second and fourth Tuesday of every month. Councilman Petralanda seconded the motion, which failed 1-4 on roll call vote. The vote was as follows: Councilman Bain voting Yes; Vice Mayor Best, Councilwoman Buckner, Councilman Petralanda and Mayor Garcia voting No. There was no further action.**

#### **12. Reports & Recommendations:**

A) City Attorney had no further comments at this time.

B) City Manager

City Manager Gorland stated that hurricane season commences on June 1st. The City is undergoing its preliminary preparations internally.

C) City Council

Councilman Petralanda thanked the public that came out to the meeting. Thanked Vice Mayor Best and Councilwoman Buckner for wanting to be a part of the pool issue.

Vice Mayor Best appreciates the opportunity to bring up the pool project. It was a productive discussion and looks forward to moving forward in the right direction.

Councilwoman Buckner thanked everyone for coming out to the meeting.

Councilman Bain stated that the discussion this evening was supposed to happen in the Council meeting and was productive. He asked the City Manager to report at the next meeting on ConEd. He requested that the City Manager update the Council on any opportunities to assist Maria Mitchell from the Miami Dade Pedestrian and Bicycle Committee.

Mayor Garcia discussed that when the Okeechobee tunnel was being built, FDOT offered a pedestrian walkway into Miami Springs. There are residents that do use the Metrorail station and a walkway would be helpful for pedestrians.

**13. Adjourn**

There being no further business to be discussed the meeting was adjourned at 10:50 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 11th day of May, 2015.*

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*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.

ORDINANCE NO. \_\_\_\_\_ -2015

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 35-14, MEMBERSHIP IN RETIREMENT SYSTEM; TO PROVIDE ANY NEWLY APPOINTED DEPARTMENT DIRECTORS THE OPTION OF JOINING THE CITY EMPLOYEES RETIREMENT SYSTEM; DETERMINATION OF RETROACTIVITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE**

**WHEREAS**, the City administration anticipates that there may be a need to hire new department directors in the upcoming years; and,

**WHEREAS**, the advertisement of recruitment for new department directors should be as attractive as possible; and,

**WHEREAS**, the current City Manager, Assistant City Manager, and Chief of Police have been provided with the option to participate in the appropriate City retirement system; and,

**WHEREAS**, it is believed that by offering participation in the ICMA Pension Plan or some other City approved retirement plan the City will attract more qualified candidates for open director positions; and,

**WHEREAS**, due to the nature and stature of City department director positions, it is appropriate to offer enrollment in alternative retirement plans to such candidates; and,

**WHEREAS**, the City Council has determined that the amendment of the City Employees Retirement System Ordinance in order to allow the new department directors the option to participate in the ICMA Pension Plan, or some other City approved plan, is both proper and appropriate and in the best interests of the City and its citizens;

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

**Section 1:** That Code of Ordinance Section, 35-14, Membership in Retirement System, is hereby amended as follows:

**Sec. 35-14. Membership in retirement system.**

(A) *Eligibility.* All persons who are employees of the City on the day preceding the effective date of the retirement system, and all persons who become full time permanent employees of the City on or after the effective date of the system shall become members of the system. ~~However, the membership of the system shall not include any employee who is employed in a position that normally requires less than 1,000 hours of work per annum, nor shall it include any employee whose services are compensated wholly on a fee basis.~~ Notwithstanding the foregoing, newly appointed City employees to the positions of City Manager, Assistant City Manager, or Department Director, following the enactment of this ordinance, shall have the option of membership in the City Employees Retirement System or any other City approved retirement plan, so long as a plan election is made within thirty (30) days of being hired by the City and it is understood and agreed by the employee that the plan election is irrevocable.

(B) *Determination of eligibility.* In any case of doubt as to the membership status of any employee, the Board of Trustees shall decide the question, and the decision of the board shall be final.

(C) *Retroactivity.* Nothing contained herein shall in any manner modify or impact the retirement membership or status of any person employed by the City prior to effective date of the foregoing provisions.

**Section 2: Repeal of Conflicting Provisions.** That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed insofar as they are in conflict.

**Section 3: Effective Date.** That this Ordinance shall take effect immediately upon adoption.

**PASSED ON FIRST READING** this 27<sup>th</sup> day of April, 2015, on a motion made by Councilwoman Buckner and seconded by Councilman Bain.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_\_, 2015, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Vice Mayor Best \_\_\_\_\_  
Councilman Bain \_\_\_\_\_  
Councilwoman Buckner \_\_\_\_\_  
Councilman Petralanda \_\_\_\_\_  
Mayor Garcia \_\_\_\_\_



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

May 4 for April

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	3,608.55	26.73
Human Resources Department	133.65	0.99
Risk Management	353.70	2.62
Finance Department	1,117.80	8.28
Professional Services		0.00
Building,Zoning & Code Enforcement Department	796.50	5.90
Planning	333.45	2.47
Police Department	1,201.50	8.90
Public Works Department	627.75	4.65
Recreation Department	486.00	3.60
IT Department	43.20	0.32
Golf	78.30	0.58
Senior		0.00
General - Administrative Work	4,942.35	36.61
<b>Sub-total - General Fund</b>	<u>\$13,722.75</u>	<u>101.65</u>
 <b><u>Special Revenue, Trust &amp; Agency Funds</u></b>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
<b>Sub-total - Special Funds</b>	\$0.00	0.00
 <b>GRAND TOTAL: ALL FUNDS</b>	 \$13,722.75	 101.65



# AGENDA MEMORANDUM

**Meeting Date:** 4/27/2015  
**To:** The Honorable Mayor Xavier Garcia and Members of the City Council  
**Via:** Ron Gorland, City Manager *Ron Gorland*  
**From:** Paul O'Dell, Golf and Country Club Director  
**Subject:** Acushnet

## RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Acushnet, as a sole source provider, on an "as needed basis" in the amount of \$ 2000.00, for golf merchandise in our golf shop at the clubhouse as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

**DISCUSSION:** Acushnet is the parent company of Titleist and Foot Jot products. They hold the marketing and distributing rights to these products. We carry the Titleist and Foot Joy products in our golf shop and re-sell them to our customers.

**Submission Date and Time:** 5/4/2015 11:47 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u><i>Paul O'Dell</i></u>	Dept./ Desc.: <u>Golf Course Operations</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-5707-572-5205</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>15,000.00</u>
	Attorney: _____	Current request: \$ <u>2,000.00</u>
		Total vendor amount: \$ <u>17,000.00</u>



# AGENDA MEMORANDUM

**Meeting Date:** 4/27/2015  
**To:** The Honorable Mayor Zavier Garcia and Members of the City Council  
**Via:** Ron Gorland, City Manager *Ron*  
**From:** Paul O'Dell, Golf and Country Club Director  
**Subject:** Miami Herald

## RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Miami Herald, as a sole source provider, on an "as needed basis" in the amount of \$ 2,100.00, for marketing and advertising the Miami Springs Country Club as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

**DISCUSSION:** Miami Herald is used to publish various advertisements for marketing the Miami Springs Country Club throughout the Miami Dade County area.

**Submission Date and Time:** 5/4/2015 11:45 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u><i>Paul O'Dell</i></u>	Dept./ Desc.: <u>Golf Course Operations</u>
Prepared by: <u>Laurie Bland</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-5707-572-4800</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>10,000.00</u>
	Attorney: _____	Current request: \$ <u>2,100.00</u>
		Total vendor amount: \$ <u>12,100.00</u>



# AGENDA MEMORANDUM

**Meeting Date:** 5/11/2015  
**To:** The Honorable Mayor Xavier Garcia and Members of the City Council  
**Via:** Ron Gorland, City Manager *Ron*  
**From:** Tammy Romero, Professional Services Supervisor  
**Subject:** Contract with Crowder Gulf piggybacking from the City of Aventura's contract

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance of a Purchase Order, in the event of a hurricane, to Crowder Gulf, utilizing City of Aventura's RFP # 06-2-17-2, as the City's primary contractor for Debris Removal, Reduction & Disposal Services after a hurricane or other disaster, with no cost to the City unless we actually utilize the services, pursuant to Section §31.11 (E)(5) of the City Code. The City intends to contract with a secondary contractor (DRC) via a piggyback with the City of Doral, which will be presented at the next Council meeting.

## DISCUSSION:

FEMA requires that a contract be in place prior to a hurricane or other disaster so that we can have them ready to clear roadways as soon as we receive the "all clear".

**FISCAL IMPACT:** None, as there is no cost to the City until any services are actually utilized.

**Submission Date and Time:** 5/6/2015 3:16 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: <u><i>[Signature]</i></u>	Dept./ Desc.: <u>Hurricane Contingency Fund</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ _____

**Contract Overview**

**Aventura, City of**

Miami-Dade County  
Florida

CG Regional Director: John Campbell

CG Field Rep: Eric Hall

CG DAO Rep: Brian Smallwood

www.cityofaventura.com

**Disaster Recovery Services**

Insurance Cert#: 18\_Revised

Date Issued: 8/23/2011

Population: 29,475.00	TotalMassArea: 3.50	LandMass: 2.70	WaterMass: .80	Doc. Pricing is Located: Contract exhibit B
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RFP Date: 2/17/2006

Terms: (5) Five Year and contract is subject to renewals and extensions by mutual written agreement

Contract Start Date: 6/6/2006

Initial Contract End Date: 6/6/2011

Current Contract End Date: 6/6/2016

Max Date of Contract: 6/6/2016

Piggyback:

Piggyback Contract:

PiggybackComm:

Has Piggyback Contracts:

CPI Increase:

Status  
Comments

Primary Ranking:

Primary Rank: CrowderGulf

Second Rank:

Third Rank:

Rank Comm:

Fourth Rank:

Rank Unknown:

Shared Rank:

No Rank:

Monitoring Company: unknown	Provides Truck Certs:
Provides Load Tickets:	Provides Placards: CG
Provides LoadOut Tickets:	

Payment and Performance Bond:

N/A

Planned DMS:

N " Parking Lot

Push:

N/A

Stumps Info:

Yes, pricing in contract

Training:

N/A

Extra Provisions:

sand screening

Leaner and Hanger Info:

YES

White Goods Info:

Vehicle Removal Info:

Electronics Removal Info:

Generator Specifications:

cost plus 10% if ordered 3 or more days BEFORE event...otherwise cost plus 20%

HazardousWaste:

YES, and always notify the city of all hazardous materials encountered..see page 8 of contract

Liquidated Damages:

N/A

Length Records are to be Kept:

N/A

Newspaper Ad Req:

N/A

**Amendments:**

Amendment Name

Amendment Description

Amendment Date

**Renewals:**

Renewal End Date

Renewal Description

Date Entered

6/6/2016	1st Renewal, five year period	2/17/2011
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*Client Contacts*  
**Aventura, City of  
Florida**

Friday, September 27, 2013

11:16:32 AM

Contact Entered: 9/27/2013

Name: Mr. Robert Sherman

Job Title: Director

Department: Community Services

Phone Ext: (305) 466-8930

Fax: (305) 466-3277

Cell:

email: [rsherman@cityofaventura.com](mailto:rsherman@cityofaventura.com)

Address 1: 19200 West Country Club Drive,  
Aventura, FL 33180

Address 2: ,

EPOC

PL:

CL:

Comments:

Contact Entered: 9/27/2013

Name: Mr. Eric M Soroka

Job Title: City Manager

Department:

Phone Ext: (305) 466-8910

Fax: (305) 466-8919

Cell:

email: [esoroka@cityofaventura.com](mailto:esoroka@cityofaventura.com)

Address 1: 19200 West Country Club Dr,  
Aventura, FL 33180

Address 2: ,

EPOC

PL:

CL:

Comments:

Contact Entered: 9/27/2013

Name: Indra Sarju

Job Title: Purchasing Agent

Department: Finance

Phone Ext: (305) 466-8925

Fax: (305) 466-8939

Cell:

email: [jsarju@cityofaventura.com](mailto:jsarju@cityofaventura.com)

Address 1: 19200 West Country Club Drive,  
Aventura, FL 33180

Address 2: ,

EPOC

PL:

CL:

Comments:

Total Contacts: 3

# CrowderGulf

## Disaster Recovery and Debris Management

5435 Business Parkway  
Theodore, Alabama 36582

Office: (800) 992-6207  
Fax: (251) 459-7433

February 20, 2014

Ms. Tammy Romero  
Procurement Specialist  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

via: [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov)

Re: **Contract Renewal for Debris Removal, Reduction & Disposal Services**

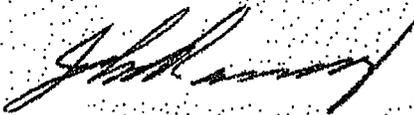
Dear Ms. Romero:

CrowderGulf has been providing the City of Miami Springs "Debris Removal, Reduction & Disposal Services" per the contract executed on May 20, 2011. The term of the Contract shall be for two (2) consecutive years beginning on the date of acceptance by and signatures of the City and Contractor, whichever comes later. This Contract may be renewed for an additional two (2) one (1) year periods on a year to year basis contingent upon satisfactory performance by the Contractor and availability of funds and after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract.

If the City of Miami Springs is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement, the contract will continue under the same terms and conditions, until its new expiration date of May 20, 2015.

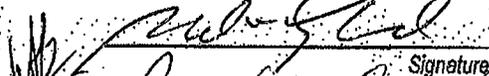
We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Miami Springs requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay at 800-992-6207 or by e-mail [jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com).

Best regards,



John Ramsay  
President

**RENEWAL ACCEPTANCE - City of Miami Springs, FL**

  
Signature  
Ronald K. Crowland / Mgr.  
Name/Title  
2/21/14  
Date

RESOLUTION NO. 2006-37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPOINTING THE FIRM OF CROWDER-GULF JOINT VENTURE, INC. TO PERFORM DISASTER RECOVERY SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT FOR DISASTER RECOVERY SERVICES; AGREEING TO THE NEGOTIATED SCOPE OF SERVICES AND FEES CONTAINED IN SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

**Section 1.** The firm of Crowder-Gulf Joint Venture, Inc. is hereby appointed to perform Disaster Recovery Services on behalf of the City of Aventura.

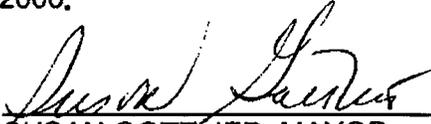
**Section 2.** The City Manager is hereby authorized to execute the attached agreement for professional services by and between the City and Crowder-Gulf Joint Venture, Inc. and whereby the City agrees to the negotiated scope of services as contained in Exhibit "A" and the fees as contained in Exhibit "B".

**Section 3.** This Resolution shall become effective immediately upon its adoption.

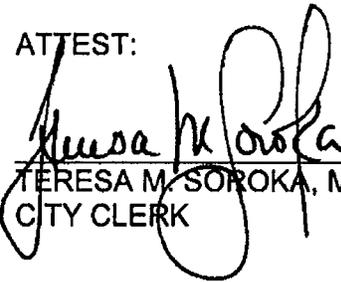
The foregoing resolution was offered by Commissioner Joel, who moved its adoption. The motion was seconded by Commissioner Auerbach, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	<u>yes</u>
Commissioner Bob Diamond	<u>yes</u>
Commissioner Harry Holzberg	<u>yes</u>
Commissioner Billy Joel	<u>yes</u>
Commissioner Michael Stern	<u>yes</u>
Vice Mayor Luz Urbàez Weinberg	<u>yes</u>
Mayor Susan Gottlieb	<u>yes</u>

PASSED AND ADOPTED this 6<sup>th</sup> day of June, 2006.

  
\_\_\_\_\_  
SUSAN GOTTLIEB, MAYOR

ATTEST:

  
\_\_\_\_\_  
TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
CITY ATTORNEY

**AGREEMENT  
BETWEEN THE CITY OF AVENTURA  
AND CROWDER-GULF JOINT VENTURE, INC. FOR  
DISASTER RECOVERY SERVICES**

**THIS AGREEMENT** is entered into on this 6<sup>th</sup> day of June, 2006 between the City of Aventura, a Florida municipal corporation, (CITY) and Crowder-Gulf Joint Venture, Inc, (CONTRACTOR).

**WHEREAS**, it is foreseen that it may be necessary to provide disaster recovery services including but not limited to debris removal and logistical and technical support to the CITY, resulting from hurricanes, disasters, and other emergency events, (the "Event"); and

**WHEREAS**, The City of Aventura Florida, Florida has publicly submitted a Request for Proposal (RFP) # 06-2-17-2, for procurement of services for Disaster Recovery Services from multiple firms; and

**WHEREAS**, CITY desires to retain the professional services of CONTRACTOR to provide disaster recovery services; and

**WHEREAS**, the CONTRACTOR desires to perform disaster recovery services to the City and its residents.

**ARTICLE I  
SCOPE OF SERVICES**

The CONTRACTOR agrees to:

- 1.1 Provide disaster recovery services for the CITY in accordance with the conditions and specifications as set forth in RFP # 06-2-17-2 (attached hereto and incorporated herein as Exhibit "A") and in compliance with all existing federal, state and local laws governing and regulating such activities.
- 1.2 Conduct all services as assigned by the City Manager, or his designee, in a professional, careful and responsible manner with due regard for the safety of the CITY's residents, and with regard to public and private property.
- 1.3 Be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to complete work as assigned by the CITY. The CONTRACTOR will employ and maintain, at the CONTRACTOR's sole expense, a qualified supervisor(s) located on the worksite who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor(s) by the CITY's Representative shall be as binding as if given to the

**CONTRACTOR.** The name(s) of the supervisor(s) will be supplied to the City Manager.

- 1.4 Be responsible, at the CONTRACTOR's sole expense, for securing the services of and compensating all personnel or firms, as may be required, to perform the scope of services safely and adequately, and expeditiously.
- 1.5 Provide disaster recovery services on a first and priority basis as defined in the RFP to eliminate immediate and potential threats to life, public health and safety; public or private property (only when properly authorized by the CITY), on a first and priority basis to the CITY within 24 hours of notification by the CITY.
- 1.6 Establish a self contained sustainable command post to be located within the CITY and have the ability to mobilize all necessary resources to come to the aid of the CITY within 24 hours of notification by the CITY.
- 1.7 Obtain and pay for all permits and licenses of a temporary nature necessary to deliver the scope of services as defined in this Agreement, unless otherwise stated in this Agreement.
- 1.8 Be responsible for removal of debris up to the point where any remaining debris may only be described as light litter and additional collection may be facilitated simply by sweeping and raking. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon collection. The CONTRACTOR shall be responsible for the lawful disposal of all debris handled or transported. The CONTRACTOR shall not use any disposal site not designated by the CITY without CITY's written consent.
- 1.9 Make multiple scheduled passes of each site, location or area impacted by the Event. The number and schedule of passes shall be determined through direction given by the CITY at its sole discretion. It is the CITY'S intent that the CONTRACTOR shall make as many passes as the CITY may direct to complete the removal and lawful disposal of all disaster generated debris.
- 1.10 Have all debris measured by the CITY, according to U.S. Standard Measure and information provided by the CONTRACTOR. The method of measurement and computation to be used to determine quantities of debris managed will be those generally recognized as conforming to good engineering practice. The principle method of measurement will be debris volume in cubic yards. Material measured in vehicles will be allowed at the full measured volume of the vehicle unless the inspector determines that a lesser volume has been loaded.
- 1.11 Change the scope of services without invalidating this Agreement, providing the CITY and CONTRACTOR mutually agree. All changes affecting the project's costs or modifications of the terms, conditions, and the scope of

services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the services provided.

## **ARTICLE 2**

### **FEES AND COMPENSATION**

The CONTRACTOR shall be compensated as defined and set forth in "Exhibit B" attached hereto.

- 2.1 The CONTRACTOR expressly agrees that it will not be compensated for disposing of any material not defined as eligible debris. The term "eligible debris" shall have that meaning as given under 44 CFR 206.224 and as further defined in the FEMA Debris Management Assistance Policy Guidebook. The CONTRACTOR and CITY will inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited by CONTRACTOR at another landfill or receiving facility. No payment will be allowed for that load and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards will be recorded by the CONTRACTOR and numbered tickets shall be supplied to the CITY by the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification for each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date for additional clarification prior to payment of those tickets.
- 2.2 Invoices shall be submitted in duplicate to the Director of Community Services, City of Aventura, 19200 West Country Club Drive, Aventura, FL 33180, no more than once every fifteen (15) days. Each invoice shall contain a detailed description of services and fees.
- 2.3 Other than the fees set forth herein in Exhibit "B", the Contractor shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**ARTICLE 3**  
**TERMINATION OF AGREEMENT**

This Agreement may be terminated upon ten (10) days prior written notice from the CITY at CITY's sole discretion. In the event of termination by the CITY, the CONTRACTOR shall not be entitled to any compensation other than that earned prior to and during the notice period. CONTRACTOR may terminate this Agreement, at its sole discretion, by giving ninety (90) days prior written notice to the CITY.

**ARTICLE 4**  
**INDEPENDENT CONTRACTOR**

CONTRACTOR has control over the means and methods by which it performs the services. CONTRACTOR, its employees and agents shall be deemed independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits generally afforded City employees; further, CONTRACTOR, its employees and agents shall not be deemed entitled to the CITY'S worker's compensation, insurance benefits or similar laws.

**ARTICLE 5**  
**INDEMNIFICATION CLAUSE**

CONTRACTOR agrees to defend, indemnify and hold harmless the CITY from and against any and all claims, suits, damages, liabilities or causes of action arising during the term of this Agreement, arising out of, related to, or in any way connected with the performance or non-performance of any provision of this Agreement required of the CONTRACTOR, including personal injury, loss of life or damage to property and from and against any orders, judgment or decrees which may be entered, and from and against all costs, attorney's fees, and expenses incurred in and about the defense of any such claim and the investigation thereof. However, nothing herein shall be deemed to indemnify CITY for any liability or claim arising solely out of the negligent performance or failure of performance of CITY. If applicable, CONTRACTOR shall defend, indemnify and hold harmless CITY to the full extent authorized by Section 725.06 (2) F.S.

**ARTICLE 6**  
**INSURANCE**

6.1 CONTRACTOR shall provide, pay for, and maintain in force at all times during the period of this Agreement, a Comprehensive General Liability Insurance Policy with minimum bodily injury coverage of \$2,000,000.00 (two million dollars) and \$1,000,000.00 (one million dollars) property damage liability; workers compensation insurance as required by State

Statue, and business automobile insurance. The CONTRACTOR'S insurance coverage shall be considered the primary carrier.

- 6.2 The Worker's Compensation insurance shall be at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability at the statutory coverage amount.
- 6.3 The Business Automobile Liability shall be with minimum limits of Three Million Dollars (3,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned Vehicles; hired and Non-Owned Vehicles; and employers' Non-Ownership.
- 6.4 The CITY shall be named, as an additional insured on all insurance policies the CONTRACTOR is required to provide to the fullest extent allowed by Florida law.

#### **ARTICLE 7** **FEMA REIMBURSEMENTS**

CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), relating to costs arising out of disaster recovery services. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. The CONTRACTOR shall not enter upon private property for any reason without obtaining permission, and the CONTRACTOR shall be responsible for the preservation of all public and private property, along and adjacent to the work site(s) and shall use every precaution necessary to prevent damage and injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in consequence of the non-execution thereof on the part of the CONTRACTOR, the CONTRACTOR shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing or rebuilding or otherwise restoring, as may be directed by the City Manager or designee, or the CONTRACTOR shall make good such damage or injury in an acceptable manner.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**ARTICLE 8**  
**MISCELLANEOUS**

All of the CONTRACTOR'S equipment utilized for this Agreement shall be:

- 8.1 In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the CITY.
- 8.2 Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state, and local safety regulations.
- 8.3 All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder section unless directed by the CITY. If operation of the equipment shall be required outside of the Right-of-Way, the CITY will provide Right-of-Entry agreements executed with the property owner prior to the CONTRACTOR work being authorized. No tracked equipment shall be operated on any paved or improved roadway surface.
- 8.4 Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and unique identification number. One sign shall be placed on each side of the equipment. For trucks, trailers and other equipment intended to haul debris, the maximum volume of cubic yards of the load bed shall be shown. Signs shall be maintained in an easily readable fashion for the duration of the work hereunder. Minimum letter size shall be three (3) inches in height.
- 8.5 All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. The sideboards must be constructed of 2"x 6" boards or greater and may not extend more than two (2) feet above the metal bed sides. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle shall be re-measured and re-marked. All extensions to the bed are subject to acceptance or rejection by the CITY inspector.
- 8.6 The CONTRACTOR shall use trucks, trailers, and/or equipment approved for use under this Agreement for this Agreement only, and such equipment shall not be used for any other work during the term of this Agreement. During the course of any work in response to an EVENT covered hereunder a list of approved equipment shall be submitted to the CITY.

- 8.7 The CONTRACTOR, at his sole expense, shall return all staging and process areas to pre-event condition or better, as determined by the CITY, in its sole discretion.
- 8.8 No Solicitation: The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work areas within the City during the term of this Agreement.
- 8.9 Securing Debris: The CONTRACTOR shall be responsible for properly and adequately securing debris within each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided and used by the CONTRACTOR to prevent materials from falling or being blown from the bed.
- 8.10 Traffic Control: The CONTRACTOR shall mitigate the impact of operations on local traffic to the fullest extent practicable. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDSR sites (as defined in 8.11). The CONTRACTOR shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable federal, state and local laws, regulations and ordinances governing personnel, equipment and work place safety.
- 8.11 Work Hours: The CONTRACTOR shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. CONTRACTOR shall work during the hours of 7 a.m. to 10 p.m. Monday through Friday and 8 a.m. to 10 p.m. on weekends and holidays unless otherwise directed by City Manager or his designee. Unless directed otherwise, volumetric reduction operations at temporary debris storage and reduction sites ("TDSR") shall be conducted on a twenty four (24) hour, seven (7) days per week basis.
- 8.12 Inspection Stations: The CONTRACTOR shall construct and maintain inspection stations and towers at the entry point for each TDSR site and disposal area upon request from the CITY, at its sole discretion. These stations will be the points of load volume verification by the CITY. The trip tickets for debris hauling will be completed upon arrival of debris trucks at the inspection station. The CONTRACTOR shall make all necessary arrangements with private disposal operators to facilitate the posting of a CITY inspector/monitor onsite for the duration of debris disposal operations. Minimum required standards for the inspection station shall include an inspection tower with desks and chairs for at least two (2) persons, one of whom will be a representative of the CITY. The inspection towers shall be

of sturdy construction using pressure treated wood and of sufficient height as to allow a complete view of the load bed of each piece of equipment being used to haul debris. The floor area shall be minimum of 8'x8' constructed of 2"x8" joints, 16" on center with ¾" plywood supported by 6"x6" posts. The perimeter of the floor area shall be protected by a 4' high wall constructed of 2"x4" studs and ½" plywood. The floor area shall be covered with a roof to protect the occupants from the elements. The roof shall provide a minimum of 6'6" head room below the support beams. Access shall be by wooden steps with a handrail. At the conclusion of the debris removal process, the CONTRACTOR shall remove the structure. The CONTRACTOR, at his sole expense, shall provide and maintain portable sanitary facilities at each inspection station.

- 8.13 Hazardous Materials: The CONTRACTOR shall set aside and reasonably protect any hazardous materials encountered during debris removal operations. The CONTRACTOR shall notify the CITY of the nature and location of any such debris encountered. The CONTRACTOR must not transport hazardous materials to the TDSR sites or landfills that are not specifically authorized to accept such materials. However, the CONTRACTOR will be responsible for proper handling and storage of any hazardous materials brought to the TDSR site and provide a suitable area at each TDSR site to accommodate such hazardous materials. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain potential leakage.
- 8.14 The CITY recognizes that construction and demolition debris might contain small amounts of asbestos, lead based paints, or similar materials. These materials may be handled in the same manner as other debris when they constitute less than twenty percent (20%) of a load of debris destined for a TDSR site. Any load containing more than twenty percent (20%) shall be taken directly to a properly permitted Class I landfill authorized to receive such hazardous waste.
- 8.15 Inoperable Private Vehicles and Equipment: The CONTRACTOR shall not move abandoned vehicles that interfere with debris removal operations. The CONTRACTOR shall instead report the location of such vehicles to the City of Aventura Police Department.
- 8.16 Reports: The CONTRACTOR shall make daily reports to the CITY to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed of.

**ARTICLE 9**  
**GENERAL CONDITIONS**

- 9.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Miami-Dade County, Florida. Each Party waives any right to trial by jury in any litigation hereunder. Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.
- 9.2 The captions utilized in this Agreement are for purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.
- 9.3 This Agreement shall be binding upon and shall insure to the benefit of each of the parties and of their respective successors and permitted assigns.
- 9.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.
- 9.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.
- 9.6 During the term of this Agreement CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or martial status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.
- 9.7 CONTRACTOR shall at all times comply with all federal, state and local laws, rules and regulations.
- 9.8 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 9.9 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in

writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail postage pre-paid, or sent by facsimile to the address and numbers indicated herein below. Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

9.10 This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

9.11 This Agreement shall not be assigned or sublet. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

9.12 This Agreement shall commence effective as of June 6<sup>th</sup>, 2006 for an initial five (5) year term, subject to renewals and extensions by mutual written agreement. The City Manager shall act for City hereunder.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date above:

CITY OF AVENTURA

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

Eric M. Soroka, ICMA-CM  
City Manager  
19200 West Country Club Drive  
Aventura, FL 33180  
Telephone: 305-466-8910  
Fax: 305-466-8919

ATTEST:

\_\_\_\_\_  
Teresa M. Soroka, MMC  
City Clerk

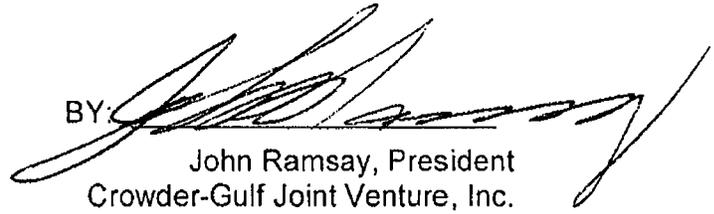
ATTEST:

\_\_\_\_\_  
Teresa M. Soroka, MMC  
City Clerk

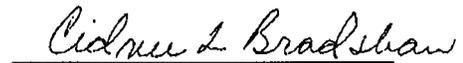
APPROVED AS TO LEGAL FORM:

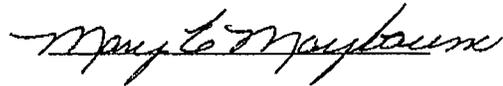
\_\_\_\_\_  
City Attorney

CONTRACTOR

BY:   
John Ramsay, President  
Crowder-Gulf Joint Venture, Inc.

Witnesses:





ADDRESS:

5535 Business Parkway  
Theodore, Alabama 36582

TELEPHONE: 800-992-6207

FAX: 251-654-0470

CITY OF AVENTURA  
REQUEST FOR PROPOSALS  
06-2-17-2

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DISASTER RECOVERY SERVICES  
SUBMITTAL DATE: February 17, 2006 2:00 P.M.

**REQUEST FOR PROPOSALS  
RFP # 06-2-17-2  
CITY OF AVENTURA  
DISASTER RECOVERY SERVICES**

The City of Aventura is requesting proposals from qualified firms to provide Disaster Recovery Services as needed to the City of Aventura at various locations as directed by the City. Interested firms should visit the City's website at [www.cityofaventura.com/fss/purchasing.htm](http://www.cityofaventura.com/fss/purchasing.htm) to obtain the Request for Proposal package. Packages may also be picked up at the following location:

**Finance Support Services Department  
City of Aventura  
19200 West Country Club Drive  
Aventura, FL 33180**

Submittals must be received no later than 2:00 p.m. on February 17<sup>th</sup>, 2006 and be clearly marked on the outside, "RFP # 06-2-17-2 Disaster Recovery Services". Late submittals will not be accepted.

Pursuant to City Code Sec. 2-260 (Ordinance 2002-12), public notice is hereby given that a "Cone of Silence" is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until the beginning of the City Commission meeting at which the City Manager makes a written recommendation to the City Commission concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City commission candidates. Please see the detailed specifications of this solicitation for further details.

The City of Aventura reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services.

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Eric M. Soroka, ICMA-CM  
City Manager

**Request For Proposals**

**SUBJECT:** Disaster Recovery Services

**OPENING DATE & TIME:** February 17, 2006 @ 2:00 P.M.

**SUBMIT TO:** Office of the City Manager  
City of Aventura  
19200 West Country Club Drive  
Aventura, Florida 33180

**RFP NUMBER:** 06-2-17-2

**INTENT**

The City of Aventura, Florida is inviting the submission of proposals from qualified firms to provide disaster recovery services for the City of Aventura.

**BACKGROUND**

The City of Aventura has a diverse population of over 27,000, and desires to engage the services of a qualified firm to provide comprehensive disaster recovery services as needed. The City of Aventura is located in the northeast corner of Miami-Dade County and is approximately 3.2 square miles in size. The City delivers a majority of its public and community services by utilizing firms employing sound business practices with an emphasis on excellence and effective customer service principles.

**SERVICES SOUGHT**

The City of Aventura is seeking qualified firms to provide Disaster Recovery Services in the event of an emergency situation resulting from, but not limited to, catastrophic events such as hurricanes and tomadoes. These services would potentially be invoked for City, County, State and Federal declared emergency disaster events.

The scope of work contemplated by this RFP will only be required when an emergency situation exists which threatens the life, safety or welfare of the citizens of Aventura. The successful firm will provide project management to assist the City in a variety of disaster related services. Such services shall include, but not be limited to, large scale debris removal, separation, staging and disposal; demolition work, construction and demolition debris removal; hazardous waste handling; tree trimming, erection, stump grinding and removal; and necessary infrastructure repairs. The successful firm will provide these services to the City and shall avail all the necessary resources and equipment to the City relating to disaster recovery services, as defined in this RFP, on an immediate and first priority basis when needed.

The successful firm shall provide project management services including emergency communications and assistance with Federal and State reporting and reimbursement and other contractual services in response to a disaster, including full and detailed daily

itemized records indicating all services and site expenditures performed by the successful firm. Documentation of all costs associated with emergency incidents shall be prepared and submitted in a timely manner to assist the City in cost recovery in accordance with established Federal Emergency Management Agency (FEMA) and FHWA (Federal Highway Administration) procedures and requirements. The successful firm must coordinate with appropriate City staff regarding proper billing procedures to meet FEMA reimbursement requirements. Invoicing requirements shall include segregation of costs by site or Damage Survey Reports (DSR's).

The successful firm may supplement in-house resources with private individuals or companies, subject to City approval. The successful firm shall have the necessary financial resources to assume extensive and large expenditures.

The City shall pre-designate necessary Temporary Debris Storage and Reduction (TDSR) sites either within the City, or as designated by Miami-Dade County, for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials by the contractor/contractors.

All information and references submitted will be considered in the selection process. The City reserves the right to request clarification of information submitted, to interview respondents and to request additional information of one or more respondents to assist in the evaluation of submittals and to establish to the City's satisfaction the responsibility, qualifications, and financial ability of any proposer.

The proposal shall include the following information at a minimum.

1. Qualifications of firm and principals, including but not limited to: firm's history; number of years in business; safety record; local availability of key personnel; demonstrated ability to cooperate with local emergency services agencies; comply with all applicable laws and regulations; ability to plan, coordinate and implement various disaster recovery related services. Include the number of personnel, heavy equipment and vehicles that are employed or owned by the Company.
2. Provide all necessary Federal State, County, and local licenses and permits relating to providing disaster recovery services.
3. All proposals shall include comprehensive and detailed pricing for all services typically required to facilitate disaster recovery in a timely manner. Include all hourly rates and charges for personnel, heavy equipment and vehicles including travel time; unit pricing for debris removal from City property; unit pricing for debris storage, grinding, reduction, chipping, and disposal; unit pricing for the management of Temporary Debris Storage and Reduction Areas; stump grinding and stump removal; and all associated deployment or mobilization fees. Include the number of personnel, heavy equipment and vehicles that are employed or

owned by the Company. Include all necessary pricing that may not be specifically mentioned in this RFP.

4. The successful firm will be required to meet with any involved City department upon request by the City Manager or his designee. The successful firm's account representative will be available to resolve any related issues that arise during the normal course of providing the requested services. The successful firm will be expected to coordinate and communicate effectively with designated City personnel. The frequency, nature, scope, and definition of the services desired by the City may change from time to time, at the City's sole discretion. The requirements of this paragraph must be acknowledged by the proposer.
5. Provide documentation that the proposing firm has successfully completed services similar to those specified herein to other agencies of similar or larger size to the City of Aventura. This firm shall be currently engaged in emergency disaster services on a full time basis and shall have been supplying these services for a minimum of three years with dedicated management and administrative support staff, in-house employees and company owned equipment.

#### **CONTENT OF PROPOSAL**

Please submit the following information, with responses numbered accordingly, on 8.5" x 11" sheets:

1. Name, address, telephone, and fax number of your firm.
2. Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.
3. Principals of the firm.
4. Person who will be responsible for City account.
5. Name, function, and qualifications of personnel in the organization who will be involved in this project. Please note, to receive further consideration, the contact person assigned to this project must, within the past three years, have conducted or been solely responsible for providing comprehensive disaster recovery services in a similar environment.
6. References as evidence of experience and a current list of clients to prove an ongoing business operation. A statement detailing the company's net worth or a letter of credit from a banking institution shall be provided as evidence of financial resources to guarantee performance.

## 'EXHIBIT A'

7. General and professional liability insurance, workers compensation, automobile liability insurance; company name, and extent of coverages.
8. A complete list of present clients and at least three letters of recommendation.
9. Any other information you feel is appropriate to assist in the selection process
10. Submittals shall be received no later than 2:00 P.M. on February 17, 2006 and clearly marked on the outside "RFP # 06-02-17-2 Disaster Recovery Services."
11. Respondents must submit five (5) copies of the proposal, one of which shall be unbound.

### **EVALUATION OF PROPOSALS**

1. A Review Committee consisting of the City Manager, Community Services Director and Finance Director will evaluate written proposals. Evaluation will include the following criteria:
  - Qualification and experience of personnel who will be directly involved in all elements of the work.
  - Firm size, age, and organizational structure.
  - Firm's experience with providing disaster recovery services similar to the requests contained in this RFP.
  - Safety record.
  - Innovative ideas as evidenced by the submittal.
  - Ability of firm to procure equipment and personnel necessary ,and logistics to ensure timely, safe, and efficient disaster recovery services.
2. The highest ranked proposals will be identified and those firms will be requested to make a formal presentation before the selection committee. The selected firms will then be ranked according to the content of their presentations. The City Manager will then recommend that the City Commission adopt a resolution authorizing the City Manager to negotiate an agreement with the highest-ranked firm to provide disaster recovery services to the City of Aventura.

### **QUESTIONS**

Questions concerning this Request For Proposal should be directed in writing to:

Eric M. Soroka, City Manager  
City of Aventura  
19200 West Country Club Drive  
Aventura, FL 33180

Issues of substance that are brought to the attention of the City will be responded to in writing, and copies provided to all firms who have received copies of the RFP.

### CITY'S RIGHTS

The City of Aventura reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services. The City Commission shall make a final determination and award of proposal(s).

All materials submitted in response to the Request For Proposals become the property of the City of Aventura and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided however, that any submittal that has been submitted to the City Manager's Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

### CONE OF SILENCE PROVISION

- A. Notwithstanding any other provision of these specifications, the provisions of City Code Sec. 2-260 "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request For Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:
  - a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:
  - the City Commission, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.
- B. The Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ, or bid.
- C. The Cone of Silence shall terminate at the beginning of the City Commission meeting at which the City Manager makes his or her written recommendation to the City Commission. However, if the City Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be reimposed until such time as the Manager makes a subsequent written recommendation.

D. The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the City Commissioners during any duly noticed public meeting;
- (4) communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the City Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to City Code;
- (9) responses to the City's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

E. Please contact the City Attorney for any questions concerning Cone of Silence compliance.

- F. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Commission and/or City Manager.

### CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

- A. Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City commission candidates.
- B. City Code Sec. 2-420. Prohibited campaign contributions by vendors.
- (a) *General, prohibition, disqualification, definitions.*
- (1) a. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the Offices of Mayor or Commissioner. Commencing on the effective date of this article, all proposed City contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), or solicitations of bids issued by the City, shall incorporated notice of this section so as to notify potential vendors of the proscription embodied herein.
- b. No candidate or campaign committee of a candidate for the Offices of Mayor or Commissioner, shall deposit into such candidate's campaign account any campaign contribution which is received directly or indirectly from a vendor or which such candidate or campaign committee knows or should know was solicited by or for a vendor or delivered or provided for a vendor. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming through examination of the official vendor list which is posted on the City of Aventura website to verify the vendor status of any potential contributor. A candidate or the campaign committee of a candidate shall not be in violation of this subsection if the vendor way not listed as a vendor in the City website at the time that the contribution was received or deposited so long as the candidate or the campaign committee of a candidate did not know that the person or entity was a vendor of the City.
- (2) Each prohibited act of giving, soliciting for, delivering or providing a campaign contribution or depositing a campaign contribution in violation of this section shall constitute a separate violation. All contributions deposited into a candidate's campaign account in violation of this section shall be forfeited to the City's general revenue fund.
- (3) a. A person or entity, other than a then existing vendor, who directly or indirectly makes a campaign contribution to a candidate who is elected to the office of Mayor or Commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving

as a vendor with the City. A then existing vendor who directly or indirectly makes a contribution to a candidate who is elected to the Office of Mayor or Commissioner, shall be disqualified from serving as a vendor with the City for a period of 12 months from a final finding of a violation of this section, or from the time of action on a waiver request by the City Commission pursuant to subsection (b) below, in the event that a waiver is sought by the vendor. In the event that such waiver request for a particular transaction is granted, the affected vendor shall nonetheless be disqualified from serving as a vendor with the City as to any other goods, equipment or services to be provided by the vendor to the City, beyond the vendor goods, equipment or services which are the subject matter of any waiver which is granted. In the event such waiver request is denied for a particular transaction the 12-month disqualification period shall continue to apply to both the particular transaction for which the waiver was sought, as well as all other vendor activities for the provision of goods, equipment or services to the City during that 12-month period.

b. For purposes of this section, the term "disqualified" shall be defined to include:

1. Termination of a contributor/vendor's existing contracts with the City, subject to the applicable waiver provisions of subsection (b) herein; and
2. Disqualification of a contributor's response to solicitation requests for prospective vendor contracts with the city, subject to the applicable waiver of subsection (b) herein.

(4) As used in this section:

a. *Vendor.*

1. A "vendor" is a person and/or entity who has been selected by the City as the successful bidder on a present or pending bid to provide to the City goods, equipment or services, or has been approved by the City of a present or pending award to provide to the City goods, equipment or services, prior to, upon or following execution of a contract, or purchase order.

2. "Vendor" shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm. The term "firm" shall mean a corporation, partnership, business trust or any legal entity other than a natural person.

3. "Vendor" shall not include City officers or employees.

4. For purposes of this section, "vendor" status shall terminate upon completion of performance of the agreement for the provision of goods, equipment or service.

b. *Services.* For purposes of this section, the term "services" shall mean the rendering by a vendor through competitive bidding or otherwise, of labor, professional and/or consulting services to the City, including, but not limited to, the provision of lobbying services to the City.

c. *Campaign contributions.* The term "campaign contribution" shall have the meaning which is ascribed to the term "contributions" pursuant to F.S. § 106.011, as amended.

(b) *Waiver of prohibition.*

(1) *Criteria for waiver.* The requirements of this section may be waived by the affirmative vote of five members of the City Commission for a particular transaction after a public hearing, upon finding that:

a. The goods, equipment or services to be involved in the proposed transaction are unique and the City cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or

b. The business entity involved in the proposed transaction is the sole source of supply as determined by the City Manager in accordance with procedures established by the City Manager; or

c. An emergency contract (as authorized by subsection 2-253(5) of this Code) must be made in order to protect the health, safety or welfare of the citizens of the City; or

d. A contract for the provision of goods, equipment or services exists which, if terminated by the City would be substantially adverse to the best economic interests of the City.

(2) *Limited waiver.* Notwithstanding the denial of the City Commission of a waiver request regarding the provision of goods, equipment or services under an existing contract pursuant to subsection (b)a. above, the City Commission, may by the affirmative vote of five members of the City Commission after a public hearing, grant a limited waiver concerning an existing contract for the provision of goods, equipment or services between a vendor and the City upon finding that in order to protect the health, safety and welfare of the citizens of the City, it is necessary that the affected contract be continued for a limited duration (not to exceed a period of six months) in order for the City to obtain a replacement vendor.

(3) *Full disclosure.* Any grant of a waiver or limited waiver by the City Commission must first be supported with a full disclosure of the subject campaign contribution.

(c) *Implementation.* The City Manager is authorized to adopt additional procurement procedures for goods, equipment or services to implement this section. These procedures shall provide for the assembly, maintenance and posting of an official City vendor list as referenced above.

(d) *Penalty.* The Ethics Commission created pursuant to Miami-Dade County Ordinance 97-105, shall have primary jurisdiction for enforcement of this section. A finding by the Ethics Commission that a person violated this section, shall subject such person to an admonition or public reprimand and/or a fine of \$250.00 for the first violation, and \$500.00 for each subsequent violation.

(e) *Applicability.* This section shall be applied only prospectively to campaign contributions which are made after the date of this section.

# CROWDER-GULF

"EXHIBIT B"

## Disaster Recovery and Debris Management

5535 Business Parkway  
Theodore, Alabama 36582

Office: (800) 992-8207  
Fax: (251) 654-0470

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May 13<sup>th</sup>, 2006

Mr. Robert Sherman  
City of Aventura  
19200 West County Club Drive  
Aventura, Florida 33180

Re: Revised Pricing

Dear Mr. Sherman,

Per our meeting and negotiations on Wednesday, April 12<sup>th</sup>, Crowder-Gulf offers the following revisions to our RFP response for the City of Aventura's RFP #06-2-17-02.

Enclosed is the revised pricing sheet. In addition emergency tools, equipment, and supplies will be available for the City's use on a rental basis from Crowder-Gulf Joint Ventures on a cost plus 10% basis if ordered at least three days before the disaster or storm event; and they will be available for the City's use on a rental basis from Crowder-Gulf Joint Ventures on a cost plus 20% basis if ordered during or after the disaster or storm event. These tools, equipment, and supplies include but are not limited to: generators, barricades, fuel, tower lights and ice. Invoices will be supplied by Crowder-Gulf to document the cost basis of the rentals.

Crowder-Gulf has enjoyed working with the fine people of Aventura following the last two hurricane events and we stand ready for any future recovery efforts.

Best regards,

*John Ramsay*

John Ramsay

CROWDER-GULF  
CITY OF AVENTURA, FLORIDA  
PRICE PROPOSAL

"EXHIBIT B"

**PRICE PROPOSAL**

**DEBRIS REMOVAL, PROCESSING AND DISPOSAL**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	\$0.00	Lump
2	Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) (Notes 1 & 3)	\$12.00	CY
3	Management of Temporary Debris Storage and Reduction Site (Note 3)	\$0.00	CY
4	Load and Haul Reduced Debris to Final Disposal Site (Notes 1, 2 & 4)	\$4.00	CY
5	Debris Removal from Public Property and Hauling Directly to Final Disposal Site (Notes 1, 2 & 3)	\$14.00	CY
6	Processing (Grinding) of Debris at TDSRS	\$3.00	CY
8	Processing (Burning) of Debris at TDSRS using Air Curtain Incinerators	\$2.25	CY
9	Pick Up and Disposal of Hazardous Material	\$800	55 GAL
10	Dead Animal Collection, Transportation and Disposal	\$3.00	LB
11	Sand Collection Screening and Return to Beach	\$9.25	CY
<b>Debris will be place on right of ways and disposed of under items 2 – 9.</b>			
<b>FEMA Eligible Hazardous Stump Removal &amp; Hauling from Trees Growing on Right of Way</b>			
12	6 inch diameter to 11.99 inch diameter	\$0.00	STU
13	12 inch diameter to 23.99 inch diameter	\$0.00	
14	24 inch diameter to 47.99 inch diameter	\$400.00	STU
15	48 inch diameter to 60 inch diameter	\$600.00	STU
16	61 inch and larger – Fica & Banyon Stumps	\$1000.00	STU
All stumps that are brought to right of way by citizens will be hauled as regular debris per the enclosed FEMA stump conversion chart – EXHIBIT A			
<b>Removal and Disposal of Hazardous Hanging Limbs and Leaning Trees</b>			
17	Hanging limbs greater than 2 inches up to 8 inches in diameter	\$300.00	EAC H
18	Hanging limbs greater than 8 inches in diameter	\$400.00	EAC H
19	Hazardous standing pine trees 6" – 12" in diameter	\$150.00	EAC
20	Hazardous standing pine trees 13" – 24" in diameter	\$250.00	EAC
21	Hazardous standing pine trees 25" – 36" in diameter	\$400.00	EAC
22	Hazardous standing pine trees 37" or larger in diameter	\$600.00	EAC
23	Hazardous standing hardwood trees 6" – 12" in diameter	\$150.00	EAC
24	Hazardous standing hardwood trees 13" – 24" in diameter	\$250.00	EAC
25	Hazardous standing hardwood trees 25" – 36" in diameter	\$450.00	EAC
26	Hazardous standing hardwood trees 37" or larger in diameter	\$800.00	EAC
27	Hazardous Ficus and Banyon Trees 61" – 80" in diameter	\$3000.00	EAC
28	Hazardous Ficus and Banyon Trees 81" or larger in diameter	\$4500.00	EAC
The following items shall be billed on a time and material basis according to the attached equipment			

**CROWDER-GULF  
CITY OF AVENTURA, FLORIDA  
PRICE PROPOSAL**

"EXHIBIT B"

schedules.			
29	Emergency Road Clearance	N/A	N/A
30	Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way)	N/A	N/A
31	Demolition of Structures	N/A	N/A
32	Marine Debris Removal	N/A	N/A
33	Pre-event training for City personnel	\$0.00	N/A
34	Fill, culverts and rock for TDRS construction and maintenance	At cost	

**NOTES:**

1. These prices assume final disposal site are within 20 miles. For all miles over 20 add \$0.11 per cubic yard per mile.
2. Crowder-Gulf will pay tipping fee at final disposal site(s) and back charge City at cost.
3. Invoices to be based on incoming load tickets.
4. Invoices to be based on outgoing load tickets.
5. To be hauled as ordinary debris.
6. For a multi-year contract, the above prices would be adjusted on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**CROWDER-GULF  
CITY OF AVENTURA, FLORIDA  
PRICE PROPOSAL**

**CROWDER-GULF EQUIPMENT RATES**

Equipment Description	Unit	Unit Price	Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$120	Hand Fed Debris Chipper	Hour	\$50
JD 644 Wheel-Loader with debris grapple	Hour	\$130	300 - 400 Tub Grinder	Hour	\$350
Extendaboom Forklift with debris grapple	Hour	\$95	800 -1,000 HP Diamond Z Tub Grinder	Hour	\$520
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$75	30 Ton Crane	Hour	\$150
753 Bobcat Skid Steer Loader with bucket	Hour	\$75	50 Ton Crane	Hour	\$200
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$45	100 Ton Crane (8 hour minimum)	Hour	\$275
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	\$120	40 - 60' Bucket Truck	Hour	\$135
3 - 4 cu yd. Articulated Loader with bucket	Hour	\$130	Service Truck	Hour	\$60
JD 648E Log Skidder, or equivalent	Hour	\$120	Water Truck	Hour	\$70
CAT D4 Dozer	Hour	\$80	Rubber-tired loader with heavy duty brush and tree cutter	Hour	\$300
CAT D6 Dozer	Hour	\$150	Equipment Transports	Hour	\$90
CAT D8 Dozer	Hour	\$170	Pickup Truck, unmanne	Hour	\$14
CAT125 - 140 HP Motor Grader	Hour	\$95	Self-loading Dump Truck with knuckleboom and debris grapple	Hour	\$150
JD 690 Trackhoe with debris grapple	Hour	\$130	Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	\$45
JD 690 Trackhoe with bucket & thumb	Hour	\$120	Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$63
Rubber Tired Trackhoe with debris grapple	Hour	\$125	Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$72
JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$65	Trailer Dump Truck, 41-60 Cu. Yd.	Hour	\$90
Rubber Tired Excavator with debris grapple	Hour	\$130	Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$110
210 Prentiss Knuckleboom with debris grapple	Hour	\$135	Power Screen	Hour	\$160
Self-Loader Scraper Cat 623 or equivalent	Hour	\$195	Stacking Conveyor	Hour	\$35
Stump Grinder	Hour	\$85	Off Road Trucks	Hour	\$150
320 CAT Trackhoe or equivalent with hydraulic tree and brush cutter head	Hour	\$250	8000 gallon Fuel Tanker	Hour	\$70
			Portable Light Plant	Hour	\$19

**Note 1:** All above prices include operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Crowder-Gulf will ensure sufficient numbers or each type of listed equipment are available to meet the needs for a particular disaster.

**Note 2:** The listed equipment should cover most all possible equipment needs following a disaster. Crowder-Gulf has access and contacts for any other equipment that might be required and will negotiate a rate with County if need arises for equipment not on list.

CROWDER-GULF  
CITY OF AVENTURA, FLORIDA  
PRICE PROPOSAL

CROWDER-GULF LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$60
Superintendent with truck, phone & radio	Hour	\$54
Foreman with truck, phone & radio	Hour	\$48
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$50
Inspector with vehicle, phone & radio	Hour	\$32
Climber with gear	Hour	\$90
Saw Hand with chainsaw	Hour	\$32
Laborers & Flagmen	Hour	\$28
Timekeeper	Hour	\$35
HazMat Professional	Hour	\$180
Household HazMat Inspection & Removal Crew	Hour	\$110
FEMA Public Assistance Manager	Hour	\$130
FEMA Documentation Clerk	Hour	\$50
Community Assistance/ Hot Line Operators	Hour	\$35
Generators from 10KW to 300KW	Cost Plus 20%	

Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$4

SUPPLIES SUCH AS GENERATORS, ICE WATER AND OTHER SUPPLIES WILL BE CHARGED AT COST PLUS 20%.

**CROWDER-GULF  
CITY OF AVENTURA, FLORIDA  
PRICE PROPOSAL**

**Stump Conversion Table  
Diameter to Volume Capacity**

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

**RESOLUTION NO. 2006- 28**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SELECTING THE FIRM OF CROWDER-GULF JOINT VENTURE, INC. TO PERFORM PROFESSIONAL DISASTER RECOVERY SERVICES RELATIVE TO RFP NO. 06-2-17-2, DISASTER RECOVERY SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS AND FEES FOR SAID SERVICES; AUTHORIZING NEGOTIATIONS WITH AN ALTERNATE FIRM TO PERFORM THE REQUIRED SERVICES SHOULD NEGOTIATIONS WITH SELECTED FIRM BE UNSUCCESSFUL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Aventura, in accordance with applicable State law, has requested proposals from firms to provide professional services relative to Disaster Recovery Services; and

**WHEREAS**, said proposals were evaluated by a Selection Committee consisting of the City Manager, Community Services Director and the Public Works Operations Manager; and

**WHEREAS**, said Selection Committee recommends the firm of Crowder-Gulf Joint Venture, Inc. based on said firm's experience and qualifications; and

**WHEREAS**, said Selection Committee recommends the selection of the firm of Asplundh, Inc, should the City be unable to reach favorable terms with Crowder-Gulf Joint Venture, Inc.; and

**WHEREAS**, the City Commission desires to authorize the City Manager to negotiate a scope of services and fees with the recommended firm, and with the alternate firm, should negotiations with the recommended firm be unsuccessful.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:**

**Section 1.** The firm of Crowder-Gulf Joint Venture, Inc. is hereby selected to perform Disaster Recovery Services for the City relative to RFP No. 06-2-17-2 Disaster Recovery Services.

**Section 2.** The firm has been selected on the basis of its experience and qualifications and has not finalized a fee structure with the City. Therefore, the City Manager shall immediately negotiate the scope of services and basis of fees with said firm.

**Section 3.** The basis of fees above described shall be negotiated by the City Manager and approved by the City Commission prior to said firm beginning any labor or work for which the City may later be billed.

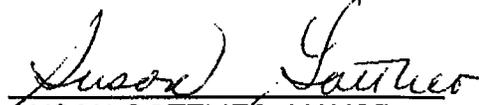
**Section 4.** In the event the City is unable to come to favorable terms and fees with the firm of Crowder-Gulf Joint Venture, Inc. the City Manager is hereby authorized to negotiate scope of services and fees with the alternate firm of Asplundh, Inc.

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

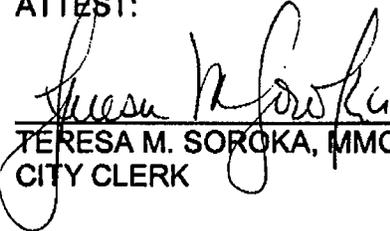
The foregoing Resolution was offered by Commissioner Joel, who moved its adoption. The motion was seconded by Commissioner Holzberg, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	yes
Commissioner Bob Diamond	yes
Commissioner Harry Holzberg	yes
Commissioner Billy Joel	yes
Commissioner Michael Stern	yes
Vice Mayor Luz Urbàez Weinberg	yes
Mayor Susan Gottlieb	yes

PASSED AND ADOPTED this 2<sup>nd</sup> day of May, 2006.

  
\_\_\_\_\_  
SUSAN GOTTLIEB, MAYOR

ATTEST:

  
\_\_\_\_\_  
TERESA M. SOROKA, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
CITY ATTORNEY



CITY OF MIAMI SPRINGS  
 OFFICE OF THE CITY CLERK  
 201 Westward Drive  
 Miami Springs, FL 33166-5259  
 Phone: 305.805.5006  
 Fax: 305.805.5028

TO: Honorable Mayor Garcia and Members of the City Council  
 FROM: Erika Gonzalez-Santamaria, City Clerk  
 DATE: May 7, 2015  
 SUBJECT: PENDING BOARD APPOINTMENTS

\*\*\*\*\*

The following appointments are pending:

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<b><u>Board of Adjustment/Zoning and Planning Board</u></b>				
Mayor Xavier Garcia	Juan Molina	04-30-2015	01-29-2015	01-29-2015
Vice Mayor Best	Bob Calvert	04-30-2015	01-28-2013	01-28-2013
Councilman Bain	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilwoman Buckner	Bill Tallman	04-30-2016	01-11-2010	05-14-2012
Councilman Petralanda	Manuel Pérez-Vichot	04-30-2014	12-14-1998	04-25-2011
Councilman Petralanda	VACANT	10-31-2015		
<b><u>Architectural Review Board</u></b>				
Mayor Xavier Garcia	Marc Scavuzzo*	10-31-2014	08-27-2012	10-08-2012
Vice Mayor Best	Valentine Soler	10-31-2014	01-14-2013	01-14-2013
Councilman Bain	Joe Valencia*	10-31-2014	02-27-2012	02-27-2012
Councilwoman Buckner	Fredy Albiza*	10-31-2014	08-27-2012	11-19-2012
Councilman Petralanda	Ana Paula Ibarra*	10-31-2014	10-10-2011	10-08-2012
<b><u>Code Enforcement Board</u></b>				
Mayor Xavier Garcia	Jorge Filgueira*	11-30-2014	08-27-2012	08-27-2012
Mayor Xavier Garcia	Walter Dworak	09-30-2016	11-14-2005	09-14-2010
Vice Mayor Best	Marlene B. Jiménez	09-30-2015	03-02-2005	09-24-2012
Councilman Bain	John Bankston	09-30-2014	09-23-2002	09-10-2012
Councilman Bain	Rhonda Calvert	09-30-2014	09-25-2006	09-10-2012
Councilwoman Buckner	Jacqueline Martinez Regueira	09-30-2015	06-09-2003	11-19-2012
Councilman Petralanda	Robert (Bob) Williams	09-30-2016	03-10-2008	10-25-2010
<b><u>Code Review Board</u></b>				
Mayor Xavier Garcia	VACANT	04-30-2015		
Vice Mayor Best	Maria (Nuñez) Garrett	04-30-2014	05-08-2009	04-23-2012
Councilman Bain	Arthur Freyre	04-30-2017	05-19-2009	05-09-2011
Councilwoman Buckner	Dan Dorrego	04-30-2016	08-11-2003	05-24-2010
Councilman Petralanda	Jana Armstrong	04-30-2016	06-11-2001	05-10-2010
<b><u>Disability Advisory Board</u></b>				
Mayor Xavier Garcia	VACANT	12-31-2016		
Vice Mayor Best	Catherine Stadnik	12-31-2016	12-14-1998	02-14-2011
Councilman Bain	Grace Bain	12-31-2016	01-13-2014	01-13-2014
Councilwoman Buckner	Richard Barnes	12-31-2016	05-11-2009	01-24-2011
Councilman Petralanda	VACANT	12-31-2016		

**Ecology Board**

Mayor Xavier Garcia	Wendy Anderson Booher*	04-30-2015	01-12-2009	04-09-2012
Vice Mayor Best	Trina Aguila	04-30-2015	10-28-2013	10-28-2013
Councilman Bain	Carl Malek*	04-30-2017	11-22-2010	05-09-2011
Councilwoman Buckner	Marielys Acosta	04-30-2016	09-09-2013	09-09-2013
Councilman Petralanda	Steve Owens	04-30-2016	08-12-2013	08-12-2013

**Education Advisory Board**

Mayor Xavier Garcia	Alyssa C. Roelans	05-31-2015	02-17-2015	02-17-2015
Vice Mayor Best	VACANT	05-31-2015		
Councilman Bain	Dr. Mara Zapata*	05-31-2015	06-13-2011	06-13-2011
Councilwoman Buckner	Ilia Molina	05-31-2015	02-05-2015	02-05-2015
Councilman Petralanda	Kim Werner	05-31-2015	05-13-2013	05-13-2013

**Golf and Country Club Advisory Board**

Mayor Xavier Garcia	Michael Domínguez*	07-31-2015	04-12-2010	09-26-2011
Vice Mayor Best	Mark Safreed	07-30-2015	08-08-2005	06-27-2011
Councilman Bain	George Heider	07-31-2015	08-13-2001	06-27-2011
Councilwoman Buckner	Ken Amendola*	07-31-2015	10-10-2011	10-10-2011
Councilman Petralanda	Art Rabade	07-31-2015	03-11-2013	03-11-2013

**Historic Preservation Board**

Mayor Xavier Garcia	Sydney Garton	01-31-2016	11-08-1993	02-08-2010
Vice Mayor Best	Charles M. Hill	02-28-2015	03-08-2004	03-26-2012
Councilman Bain	Yvonne Shonberger	02-28-2017	06-13-2005	09-10-2012
Councilwoman Buckner	Dr. James Watson	02-28-2015	06-09-2014	06-09-2014
Councilman Petralanda	Jo Ellen Phillips	01-31-2016	2-14-2013	08-26-2013

**Board of Parks & Parkways**

Mayor Xavier Garcia	Eric Richey	04-30-2015	02-13-1989	04-09-2012
Vice Mayor Best	Tammy K. Johnston	04-30-2015	04-27-2006	04-09-2012
Councilman Bain	Lynne V. Brooks*	04-30-2015	08-08-2011	04-09-2012
Councilwoman Buckner	Irene Priess	04-30-2017	08-13-2001	04-25-2011
Councilman Petralanda	Lee Fisher	04-30-2017	03-23-2015	03-23-2015

**Recreation Commission**

Mayor Xavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
Vice Mayor Best	Mark A. Johnston	04-30-2018	04-22-2013	04-22-2013
Councilman Bain	Dr. Stephanie Kondy	04-30-2017	06-13-2005	09-10-2012
Councilwoman Buckner	VACANT	04-30-2015		
Councilman Petralanda	Alexander Anthony	04-30-2016	08-12-2013	08-12-2013

## \* Architectural Review Board

Ecology Board - Council confirmation required per §32.40

Education Advisory Board - Council confirmation required per §32.99 (A)

Board of Parks and Parkways – Council confirmation required per §32.30

“No Board/Commission member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the City Council.”



# AGENDA MEMORANDUM

**Meeting Date:** 5/11/2015

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

**Via:** Ron Gorland, City Manager  
William Alonso, Asst. City Manager/Finance Director

**From:** Tammy Romero, Professional Services Supervisor 

**Subject:** Update on ConEdison - Energy Savings Project

On June 24, 2013, staff made a recommendation to enter into a contract with BGA, Inc. a ConEdison Solutions Company to **perform** Energy Performance Contracting Services piggybacking off the State of Florida Contract ITN# 973-320-08-1 Attachment "A").

ConEdison completed a Final Investment Grade Audit (IGA) in February 2014. To complete the IGA it involved extensive interviews with City personnel, considerable collection of data, and Energy calculations to determine electrical and HVAC (Heating, Ventilating, Air Conditioning) loads.

The goal of the IGA was to improve City infrastructure and address critical needs while using energy and operational savings to pay for the project. As a result of the Preliminary Energy Audit, some of the key areas that needed to be addressed were: lighting (interior/exterior, including field and pathway lighting) and A/C equipment upgrades, cleaning of ductwork, and upgrading of heating and cooling controls. In addition to addressing the infrastructure needs, there were several additional benefits such as: reduction in energy, gas and water bills from lower consumption; minimizing future maintenance costs; improving infrastructure without increasing millage; and guaranteed reduction in costs to fund needed improvements.

On February 24, 2014 Council approved ConEdisons' proposed project totaling 1.6 million with a payback of 13.07 years and on April 14th, Council approved staff's recommendation to enter into a Guaranteed Energy, Water and Wastewater Performance Savings contract with BGA, Inc. a ConEdison Solutions company to **complete** the Energy Conservation Measures (ECM's) as described in Attachment "C". Resolution # 2014-3617 (Attachment "D") was passed and adopted for the financing of the project with Green Campus Partners, LLC under a Master Equipment Lease-Purchase agreement.

ConEdison is 100% complete with the project with the exception of a few "punch list" items. Since February 2014, the following has been completed:

- retrofitted 1,323 interior building lights and upgrades motions sensor control switches
- replaced 4 Recreation parking lights with LED fixtures
- retrofitted or replaced all City owned lights with LED
- installed 34 decorative poles and fixtures along Westward Drive.
- retrofitted all pathway bollard lights with LED
- cleaned the City Hall A/C ducts
- Replaced 13 A/C units citywide with high efficiency models
- added a new ductless A/C system to the Pro Shop
- upgraded A/C controls with programmable thermostats
- added motion sensors to the citywide vending machines
- upgraded the sports lighting with Green fixtures and programmable control box at Stafford Park
- installed solar window film at the Senior Center
- Investigated and terminated inactive water accounts



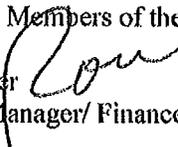
**CITY OF MIAMI SPRINGS**  
 Finance Department  
 201 Westward Drive  
 Miami Springs, FL 33166-5259  
 Phone: (305) 805-5035  
 Fax: (305) 805-5018

Agenda Item No.

City Council Meeting of:

6-24-2013

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

**VIA:** Ronald Gorland, City Manager   
 William Alonso, Asst. City Manager/ Finance Director 

**FROM:** Tammy Romero, Professional Services Supervisor 

**DATE:** June 20, 2013

**RECOMMENDATION:**

Authorization to award Energy Conservation Measures contract to ConEdison and authorization to execute Energy Performance Contract between the City and ConEdison.

**DISCUSSION:**

As previously updated on the April 8th Council meeting (Attachment A) the City notified by email all 10 Energy Performance Contractors under the State of Florida contract Award, of the opportunity to respond to the City's Statement of Interest (SOI) of which we received 3 responses of interest from 1) ConEdison; 2) ESG; and 3) Trane.

The evaluation committee consisting of Ron Gorland, Jan Seiden, William Alonso and I all met with each company to discuss with them their overall programs. We directed all three vendors to provide their Preliminary Audits on or before close of business May 8th, 2013. Responses were received from ConEdison (Attachment B) and ESG (Attachment C). After careful evaluation, we asked each company to meet with staff for further discussion and presentation of each of their Preliminary Audits and assessments. Additionally we asked to see their sample contracts for our review (ConEdison contract- Attachment D and ESG contract- Attachment E).

The committee (mentioned above) met once again to discuss and rank the firms. Unanimously we agreed that ConEdison should be selected to perform an Investment Grade Audit (IGA), the next step once the Energy Savings Performance Contract has been executed. The committee agreed that both discussions and presentations were equal, however the overall selection was based on the following:

- o ConEdison had a more thorough Preliminary Audit
- o ESG's cost is \$10,000.00 vs. ConEdison's cost of zero for performing an IGA
- o BGA, Inc. is a ConEdison Solution Company which is a large well known, multifunction company.

**PROFESSIONAL SERVICES APPROVAL:**



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

**TO:** Honorable Mayor Garcia and Members of the City Council  
**VIA:** Ronald Gorland, City Manager  
**FROM:** William Alonso, Assistant City Manager/ Finance Director   
**DATE:** April 3, 2013  
**RE:** **UPDATE FOR ENERGY CONSULTING SERVICES**

The State of Florida issued an ITN, (Invitation to Negotiate), number 973-320-08-1 (**Attachment "A"**) in which 10 Energy Performance Contractors (EPCO's) were qualified by the State to submit proposals for furnishing Energy Performance Contracting Services.

On February 4<sup>th</sup>, 2013, the City notified by email (**Attachment "B"**) all 10 Energy Performance Contractors, who qualified under the State of Florida contract Award, of the opportunity to work with the City of Miami Springs. Contractors were asked to respond to the City's Statement of Interest (SOI) (**Attachment "C"**) no later than February 27<sup>th</sup>, 2013.

We received 3 responses of interest from 1) ConEdison; 2) ESG; and 3) Trane. The evaluation committee consisting of Ron Gorland, Jan Seiden, Tammy Romero and I all met with each company to discuss with them their overall programs.

At this point, we have directed all three vendors to provide their Preliminary Audits on or before close of business May 8<sup>th</sup>, 2013 (**Attachment "D"**). Once responses have been received we will begin our process of selecting an Energy Service Company (ESCO). If necessary, the companies may be asked to participate in an Oral (Q&A) Presentation of which details will follow at a later date.

The next step thereafter would be for the committee (mentioned above) to meet again and evaluate each companies overall response and rank them accordingly. A selection of an ESCO is expected by mid May at which point a recommendation will be made to Council to award and enter into an Energy Savings Performance Contract with that company.

Professional Services approval

A handwritten signature in black ink, appearing to be "W. Alonso", written over a horizontal line.

(Agenda Item 7B was discussed after Agenda Item 9A)

**9B) Vacant Land Contract - The City of Miami Springs and Springs on the Green LLC**

City Manager stated that Mr. Perez-Vichot and City Attorney Seiden have signed off on this contract.

Don Riedinger of 991 Hunting Lodge Drive commented that he disagrees with selling any piece of the golf course for any reason. He has not seen any advertisement for this election.

Mayor Garcia clarified for Mr. Riedinger that the City had the property appraised and chose the highest of the appraised values that were brought to the City.

Councilman Windrem stated that there is no connection between the Property Assessor's evaluation and an appraisal.

Councilman Windrem moved the item. Vice Mayor Bain seconded the motion which was carried 5-0 on roll call vote.

→ **9C) ConEdison Energy Savings Recommendations for Proposed Project Totaling \$1.6MM and a Payback of 13.07 Years or a Second Option Totaling \$1.3MM and a Payback of 10.54 Years**

City Manager Gorland said that there are two separate transactions that are occurring; one is the purchase of energy savings equipment and the other is taking some of the savings and purchasing light poles with the savings. The benefit is there but Council should understand that there are two separate transactions to vote on and both do not have to be chosen.

Councilman Petralanda asked what would be done with the old equipment and Kevin Farris of ConEdison Solutions replied that the City would decide what they would like to do with the old equipment and it could be worked into the contract.

Councilman Petralanda asked if there would be a savings of approximately \$24,000 a year for ten years if Council chose option two and Doug Henning of ConEdison responded in agreement and said that the lower cost option is only new fixtures.

Mayor Garcia said that if Council chooses to include the lights then this would be the best way to do it because it is coming from the savings.

Professional Services Supervisor Tammy Romero clarified that both options include lights. The discussion is about including the pole fixtures or not.

Discussion ensued regarding the possible savings if option two was chosen.

City Manager Gorland stated that this is a relatively inexpensive way to return some money to the commercial district with new lighting. It was part of a larger plan that was placed on hold over the last few years.

Councilman Lob asked if the lights on Canal Street are as expensive as the lights being proposed and City Manager Gorland responded that he was uncertain of how much the poles cost on Canal Street.

Mr. Henning explained that ConEdison was given some plans for the poles that were almost twice as expensive as what they are currently proposing. They chose the most cost effective poles that they believed would fit best.

Discussion ensued regarding the light wattage and how advanced it has become.

**Councilman Windrem moved to approve option one. Councilman Lob seconded the motion.**

Councilman Lob appreciated ConEdison's work and he would like to get prices from other companies.

To answer Mayor Garcia's question, Ms. Romero commented that a Request for Proposal (RFP) could be done. In speaking to Mr. Henning, the City could purchase all of the fixtures and fittings as opposed to the fixtures coming from ConEdison.

Mayor Garcia said that the City would have to come up with the funds for those items and it would come from the General Fund as opposed to being paid for through the ConEdison savings proposal.

Ms. Romero commented that ConEdison took the proposal that was given to the City by Calvin Giordano for the downtown revitalization. She was not involved in the research process.

**The motion was carried 5-0 on roll call vote.**

(Agenda Item 10D was discussed after Agenda Item 9C)

**10. New Business:**

**10A) Board of Parks and Parkways Recommendation for the Yard of the Month for March, April and May 2014**

The addresses are as follows:

March - 210 Fern Way  
April - 1070 Ibis Avenue  
May - 564 Palmetto Drive

**Vice Mayor Bain moved the item. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.**

**10B) Historic Preservation Board Recommendation to Purchase a Bronze Designation Plaque for the H. O. Goodlett House - 141 Shadow Way**

Mayor Garcia asked if there are funds budgeted for these types of purchases and City Manager Gorland replied "no".

Mayor Garcia said that if there is no urgency in having this plaque done now, he would like to consider this item during the budget process.

**By consensus, Council agreed to consider this item during the budget process.**



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

Agenda Item No.

City Council Meeting of:

4/14/14  
*(Handwritten initials)*

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

**VIA:** Ronald Gorland, City Manager *(Signature)*  
William Alonso, Asst. City Manager/ Finance Director *(Signature)*

**FROM:** Tammy Romero, Professional Services Supervisor *(Signature)*

**DATE:** April 8, 2014

**RECOMMENDATION:**

Authorization to execute a Guaranteed Energy, Water and Wastewater Performance Savings Contract with BGA, Inc., a ConEdison Solutions Company for the installation and completion of the Energy Conservation Measures (ECM's) as previously approved by Council.

**DISCUSSION:**

The City's administration worked with ConEdison on the selection of the Energy Conservation Measures (ECM's) (Attachment "A") to be completed as part of the Energy Savings Project. Council previously approved the project totaling \$1.6 million with a payback of 13.07 years on <sup>Feb.</sup> March 24, 2014. The Guaranteed Energy Savings Contract (Attachment "B") was reviewed by Jan Seiden, City Attorney as well as the City administration.

The financing contract is currently under review and will be presented at the April 28th meeting for Council approval.

**PROFESSIONAL SERVICES APPROVAL:**

*(Handwritten initials TR and a checkmark)*

## **SCHEDULE A. CITY FACILITIES AND CM GROUPS TO BE INSTALLED**

### **CM #1A – Lighting & Control Upgrades / Exterior LED**

The lighting and lighting controls scope of work is included in the room by room audit that is included in Appendix A to this contract.

### **CM #2 – Parking Lot Lighting**

Replace the (4) existing High Pressure Sodium fixtures in the Recreation Building's parking lot (2) existing poles with (4) LED fixtures.

### **CM #3A – Street Lighting Alternate/34 Decorative Fixtures and Poles and Banner Arms**

Retrofit or Replace (420) Existing Street Lights as Follows:

- Retrofit (6) existing 100 Watt HPS Post Tops to 60 Watt LED.
- Retrofit (8) existing 150 Watt HPS Post Tops to 60 Watt LED.
- Retrofit (269) existing 175 Watt HPS Post Tops to 60 Watt LED.
- Replace (63) existing 200 Watt HID Cobra Head with 160 Watt LED.
- Replace (31) existing 250 Watt HID Cobra Head with 160 Watt LED.
- Replace (9) existing 400 Watt HID Cobra Head with 160 Watt LED.
- Replace (12) existing 200 Watt HID Cobra Head and Pole with 126 Watt LED and Decorative Pole and Banner Arms
- Replace (13) existing 250 Watt HID Cobra Head and Pole with 126 Watt LED and Decorative Pole and Banner Arms
- Replace (9) existing 400 Watt HID Cobra Head and Pole with 126 Watt LED and Decorative Pole and Banner Arms.

### **CM #3B – Pathway Bollards**

Retrofit (648) Existing Pathway Bollards as Follows:

- Retrofit (63) Compact Fluorescent Lamp Pathway Bollards with 10 Watt LED.
- Retrofit (585) Compact Fluorescent Lamp Pathway Bollards with 10 Watt LED.

### **CM #5 – City Hall HVAC Upgrades**

Upgrades to the City HVAC system as Follows:

- Cleaning of all the existing ductwork through existing supply/return grilles and access panels.
- Cleaning of the HVAC system to include; evaporator and condenser coils and AHU blower section.
- Installation of high efficiency air filtration system.

### **CM #6 – DX Equipment Replacement**

Replacement of DX Equipment as Follows:

Public Works Complex

- Remove (5) existing window units and replace with ductless split systems with a minimum EER of 15.

Senior Center

- Replace the existing 5 ton Nordyne condensing unit with a new 5 ton high efficiency model with a minimum EER of 11.

Golf Course Clubhouse

- Replace the existing 20 ton condensing unit with a new 20 ton high efficiency model with a minimum EER of 12.
- Replace the existing 10 ton condensing unit with a new 1 ton high efficiency model with a minimum EER of 12.
- Replace (2) 4 ton packaged rooftop units with new 4 ton high efficiency model with a minimum EER of 15.
- Add (1) new ductless system for the Pro Shop with a minimum EER of 15.

CM #6A – Remaining Golf Course DX Units

Replace the remaining (3) existing 5 ton rooftop packaged units with new 5 ton high efficiency model with a minimum EER of 15.

CM #7 – HVAC Control Upgrades

Upgrade of the HVAC Controls as Follows:

City Hall

- Retro-commission the existing Niagara AX based Invensys Energy Management and Control system to insure proper operation.
- Carry a budget of \$3,000 for component replacement.

Recreation Complex

- Modify sequence of operations for the Theater and Gymnasium to allow sequencing of the units to meet the demands of these spaces.

Senior Center

- Install a wireless networked programmable digital thermostat system with remote internet access to control the (3) HVAC Systems.

Public Works

- Seven day programmable thermostats, integral to the (5) new ductless systems.

Golf Course

- Install a Niagara AX JACE based system with networkable thermostats.

**CM #8 – Vending Machine Controls**

**City Hall**

- Install Vending Miser on (1) cold drink machine.

**Recreation Building**

- Install Vending Miser on (1) cold drink machine.

**Public Works Complex**

- Install Vending Miser on (1) cold drink machine.

**CM #10 – Stafford Park Lighting & Controls**

- Upgrade (4) additional existing poles replacing the existing (35) fixtures on these poles with (18) new Musco Light Structure Green fixtures.
- Install Musco Control Link cabinet.

**CM #12 – Solar Window Film**

- Install solar window film on the Senior Center Community Room exterior glazing.

**CM # 13 - Inactive Water Accounts**

Investigate and terminate any inactive water accounts.

**OPTION 1: Recommended**

- Interior & Exterior Lighting and Lighting Controls
- Recreation Center Parking Lot Lighting
- LED Street Lighting with 34 decorative poles on Westward Dr.
- LED Bollard Lighting
- City Hall HVAC improvements
- HVAC replacement for select units at Senior Center, Public Works, and the Golf Course
- HVAC replacement for three units at golf course (minimal run time)
- HVAC control upgrades
- Vending Machine Controls
- Stafford Park Lighting (remaining poles and lighting controls)
- Senior Center Window Film
- Deactivate inactive water accounts

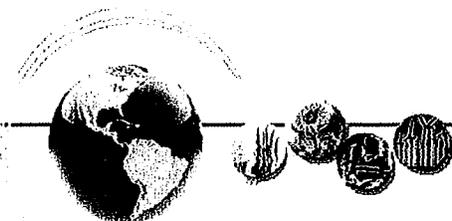
**Project Summary:**

**Construction Cost:** **\$1,610,672**

**Annual Guaranteed Savings:** **\$ 123,196**

- Energy Savings - \$62,227
- Operational Savings - \$60,969

**NOTE:** *There will be operational savings associated with the HVAC improvements; however, nothing is shown in the Performa.*



ECM ID	ENERGY CONSERVATION MEASURE	ESTIMATED PROJECT COST	Guaranteed Energy Savings	Operational Savings	Total Savings	SIMPLE PAYBACK (YEARS)
1	Interior Lighting Upgrades - All Building	\$0	\$0	\$0	\$0	N/A
1A	Interior Lighting Upgrades - All Buildings LED for exterior	\$183,484	\$26,390	\$18,364	\$44,754	4.10
2	Recreation Center Parking Lot	\$3,650	\$1,164	\$34	\$1,198	3.05
3	LED Street Lighting	\$0	\$0	\$0	\$0	N/A
3A	LED Street Lighting with 34 decorative poles on Westward	\$526,489	\$5,122	\$34,000	\$39,122	13.46
4	LED Bollard Lighting	\$183,579	\$3,020	\$7,477	\$10,497	17.49
5	Water conservation all buildings	\$0	\$0	\$0	\$0	N/A
6	City Hall HVAC issues (System cleaning, calibration, & filtration)	\$92,500	\$0	\$0	\$0	N/A
7	HVAC replacement, multiple sites	\$107,494	\$11,535		\$11,535	9.32
8	HVAC replacement (3 additional units at golf course, low run-time)	\$40,625	\$1,829		\$1,829	22.21
9	HVAC control upgrades	\$40,651	\$4,516		\$4,516	9.00
10	Vending Machine controls	\$861	\$448		\$448	1.92
11	Ice Machine Heat Exchanger	\$0	\$0		\$0	N/A
12	Complete Stafford Park lighting and lighting controls	\$93,750	\$5,529	\$1,094	\$6,623	14.16
13	PC Power Management - data not viable for complete analysis					
14	Senior Center window film	\$7,264	\$0		\$0	N/A
15	Multiple site inactive water accounts	\$0	\$2,674		\$2,674	0.00
16	Option for banner arms on 34 decorative poles	\$0				N/A
	External IGA development cost (GIS mapping for street poles and other detailed surveys)	\$18,750				
	Contingency	\$72,179				
	General Conditions	\$14,436				
	Training	\$13,260				
	Commissioning	\$11,934				
	Project Management	\$58,178				
	Engineering	\$59,846				
	Measurement and Verification (initial protocol set-up)	\$20,007				
	Internal IGA development costs	\$45,630				
	Bond and Insurance	\$16,105				
		\$2,280,572	\$69,774	\$60,969	\$26,196	13.07

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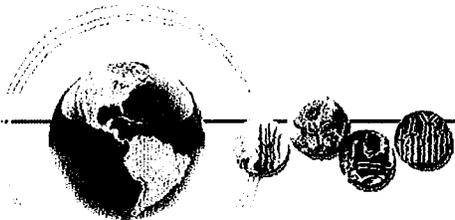
**Recommended Project Cash Flow Proforma**  
City of Miami Springs  
Energy Savings Performance Contract  
Preliminary

Financing Parameters		Inflation Factors		Total Project Summary	
Project Turnkey Cost	\$1,610,672	Utility Annual Cost Escalation	3%	Total Savings Through Term of Contract	\$2,629,755
Capital Contribution (ARRA)		O&M Annual Cost Escalation	2%	Total Costs Through Term of Contract	\$2,166,391
Total Cost to Finance	\$1,610,672	ConEdison Service Contract Escalation	3%	Total Financed Cost Simple Payback	13.1
Finance Rate (APR)	3.25%			Internal Rate of Return	3.6%
Finance Term (years)	15.0			Total Interest Over Project Term	\$385,046
Payment Frequency	Annual				
Payment Due Date (Advance/Arrears)	Advance				

**Project Cash Flow Analysis**

Project Term	Annual Utility Savings	Annual Operational & Maintenance Savings	Total Annual Project Savings	Annual Finance Payment	Savings Verification and Continuous Commissioning	Total Annual Cost	Annual Net Cash Flow	Cumulative Cash Flow
Installation Period	\$12,445	\$0	\$12,445		\$0	\$0	\$12,445	\$12,445
Guarantee Year 1	\$62,227	\$60,969	\$123,196	\$116,326	\$4,080	\$120,406	\$2,790	\$15,235
Guarantee Year 2	\$64,094	\$62,188	\$126,282	\$119,336	\$4,202	\$123,538	\$2,744	\$17,979
Guarantee Year 3	\$66,017	\$63,432	\$129,449	\$122,435	\$4,328	\$126,764	\$2,685	\$20,664
Guarantee Year 4	\$67,997	\$64,701	\$132,698	\$125,595	\$4,458	\$130,053	\$2,645	\$23,309
Guarantee Year 5	\$70,037	\$65,995	\$136,032	\$128,849	\$4,592	\$133,441	\$2,591	\$25,900
Guarantee Year 6	\$72,138	\$67,315	\$139,453	\$132,187	\$4,730	\$136,917	\$2,536	\$28,436
Guarantee Year 7	\$74,302	\$68,661	\$142,963	\$135,614	\$4,872	\$140,486	\$2,477	\$30,913
Guarantee Year 8	\$76,531	\$70,034	\$146,566	\$139,131	\$5,018	\$144,149	\$2,417	\$33,330
Guarantee Year 9	\$78,827	\$71,435	\$150,262	\$142,741	\$5,168	\$147,910	\$2,353	\$35,683
Guarantee Year 10	\$81,192	\$72,864	\$154,056	\$146,445	\$5,323	\$151,769	\$2,287	\$37,970
Guarantee Year 11	\$83,628	\$74,321	\$157,949	\$150,248	\$5,483	\$155,731	\$2,217	\$40,187
Guarantee Year 12	\$86,137	\$75,807	\$161,944	\$153,152	\$5,648	\$159,800	\$3,144	\$43,331
Guarantee Year 13	\$88,721	\$77,323	\$166,044	\$158,157	\$5,817	\$163,974	\$2,070	\$45,401
Guarantee Year 14	\$91,382	\$78,870	\$170,252	\$162,269	\$5,992	\$168,261	\$1,992	\$47,393
Guarantee Year 15	\$94,124	\$80,447	\$174,571	\$158,021	\$6,171	\$164,192	\$10,379	\$57,772
Guarantee Year 16	\$96,948	\$0	\$96,948	\$0	\$0	\$0	\$96,948	\$153,719
Guarantee Year 17	\$99,856	\$0	\$99,856	\$0	\$0	\$0	\$99,856	\$253,575
Guarantee Year 18	\$102,852	\$0	\$102,852	\$0	\$0	\$0	\$102,852	\$356,427
Guarantee Year 19	\$105,937	\$0	\$105,937	\$0	\$0	\$0	\$105,937	\$462,364
<b>Project Totals</b>	<b>\$1,575,393</b>	<b>\$1,054,362</b>	<b>\$2,629,755</b>	<b>\$2,090,507</b>	<b>\$75,884</b>	<b>\$2,166,391</b>	<b>\$463,364</b>	<b>\$463,364</b>

This cash flow is for illustrative purposes only. Projects cost and savings are not yet final. Financing parameters are based on current market conditions.



Attachment to Savings Guarantee

ANNUAL GUARANTEED SAVINGS ALLOCATION

Savings Guarantee Term Year	Measured Energy Savings Option A	Modeled Energy Savings Option D & IWA	Stipulated Operational Savings	Total Guaranteed Savings
1	\$35,828	\$26,531	\$60,969	\$123,328
2	\$36,903	\$27,327	\$62,798	\$127,028
3	\$38,010	\$28,147	\$64,682	\$130,839
4	\$39,150	\$28,991	\$66,622	\$134,764
5	\$40,325	\$29,861	\$68,621	\$138,807
6	\$41,534	\$30,757	\$70,680	\$142,971
7	\$42,781	\$31,679	\$72,800	\$147,260
8	\$44,064	\$32,630	\$74,984	\$151,678
9	\$45,386	\$33,609	\$77,234	\$156,228
10	\$46,747	\$34,617	\$79,551	\$160,915
11	\$48,150	\$35,655	\$81,937	\$165,742
12	\$49,594	\$36,725	\$84,395	\$170,714
13	\$51,082	\$37,827	\$86,927	\$175,836
14	\$52,615	\$38,962	\$89,535	\$181,112
15	\$54,193	\$40,131	\$92,221	\$186,545

**RESOLUTION NO. 2014 - 3617**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT WITH GREEN CAMPUS PARTNERS, LLC, AS LESSOR, AND SEPARATE LEASE SCHEDULES THERETO AND ESCROW AGREEMENT FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; SEVERABILITY; EFFECTIVE DATE**

**WHEREAS**, Council of Miami Springs (the "*Lessee*"), a body politic and corporate entity duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Florida is authorized by the laws of the State of Florida to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and,

**WHEREAS**, the governing body of the Lessee (the "*City Council*") has determined that a true and very real need exists for the acquisition, purchase and financing of certain property consisting of personal property needed to perform certain energy savings renovations to City properties (collectively, the "*Equipment*") on the terms herein provided; and,

**WHEREAS**, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "*Master Lease*") with Green Campus Partners, LLC, as lessor (the "*Lessor*"), substantially in the proposed form presented to the City Council at this meeting, and separate Lease Schedules thereto substantially in the form attached to the Master Lease and a separate Escrow Agreement substantially in the proposed form presented to the City Council at this meeting; and,

**WHEREAS**, the City Council deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Lease Schedules relating thereto as provided in the Master Lease and an Escrow Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein more specifically described on the terms and conditions provided therein and herein;

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

**Section 1: Authorization.** It is hereby found and determined that the terms of the Master Lease (including the form of Lease Schedule, Payment Schedule and Escrow Agreement attached thereto), in the form presented to this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

**Section 2: Approval of the Agreement.** The form, terms and provisions of the Master Lease (including the form of Lease Schedule, Payment Schedule and Escrow Agreement attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Manager, City Clerk, or their designees of the Lessee (the "*Authorized Officers*") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto, each Escrow Agreement relating thereto and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed \$1,690,000.00; (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed Eighteen (18) months ; and (c) the maximum interest rate used to determine the interest component of Rent Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or 3.6134% per annum. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease and related Escrow Agreements on the terms and conditions herein provided and to be provided in each such Lease.

**Section 3: Authorized Representatives.** The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease, each Lease Schedule and each Escrow Agreement.

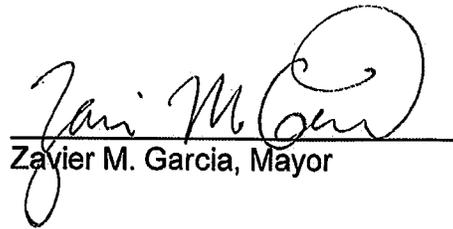
**Section 4: Severability.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the

remaining provisions of this Resolution.

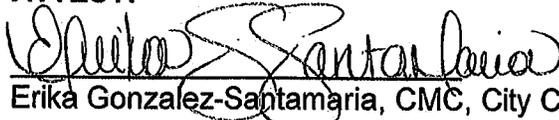
**Section 5: Effective Date.** This Resolution shall be effective immediately upon its approval and adoption.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida, this 28<sup>th</sup> day of April, 2014, on a motion by Councilman Bain and seconded by Councilman Windrem.

Vice Mayor Lob	<u>YES</u>
Councilman Windrem	<u>YES</u>
Councilman Bain	<u>YES</u>
Councilman Petralanda	<u>YES</u>
Mayor Garcia	<u>YES</u>

  
Zavier M. Garcia, Mayor

**ATTEST:**

  
Erika Gonzalez-Santamaria, CMC, City Clerk

**APPROVED AS TO LEGALITY AND FORM:**

  
Jan K. Seiden, City Attorney



## MEMO

**TO:** Mayor and City Council

**FROM:** Jan K. Seiden, City Attorney

**DATE:** May 4, 2015

**SUBJECT: Suggested Code Topics for Review at Special Meeting**

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As discussed at the last City Council meeting, the following is a listing of suggested Code review topics for the Special meeting to be scheduled by the City Council.

The suggested topics generally come to the attention of staff from everyday requests, activities, and issues that are beyond the existing provisions of the City Code.

The suggested Code topics for review and discussion are, to wit;

- Newly approved “Florida Room” construction by Miami-Dade County (construction material is the primary issue)
- Roof requirements for new style parapet roofs being constructed
- Window wraps used as signage or to simply impede viewing access to storefronts
- Murals as an alternative or supplement to painting requirements in commercial areas
- Political sign ordinance provisions; additional restrictions or more detailed explanations for current provisions
- Limitation or better explanations for use of flat roofs in City
- Consideration of revisions to the City noise ordinances; adoption of new technical measuring procedures and standards

The aforesaid listing may be replaced or expanded at the discretion of the City Council.

# CITY OF MIAMI SPRINGS

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

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

FROM: Ron Gorland, City Manager *Ron*

SUBJECT: Building Official and Code Compliance Director Title/Pay Plan

DATE: April 29, 2015

## RECOMMENDATION:

Amend the City's "Position Classification and Pay Plan" for FY2014-15 (Attachment "A") by adding a new Department Director position/title of "Building Official and Code Compliance Director" at the pay grade of 50 with the pay range of \$74,816 - \$112,227 (same as the current "Building Official" pay grade 50 pay range).

## DISCUSSION:

With the recent retirement of the Building and Code Department Director I'm taking the step to reduce the overall Building & Code management payroll by combining the two current positions - that of the part-time Building Official and that of Building and Code Compliance Director - into a single new fulltime position titled "Building Official and Code Compliance Department Director." The benefits of consolidating these two high-level functions is not only that of gaining a fulltime Building Official, but also formal recognizing the necessity for Code Compliance staff to support the Building Department administrative/counter staff and a significant cost reduction in senior management cost.

The current part-time Building Official pay is approximately \$105,000 annually and the fulltime Building and Code Director's pay is \$72,000 (fully loaded approx. \$90,000) for a current total cost for these two separate positions of approx. \$177,000 (fully loaded approx. \$195,000). The salary of the new "Building Official and Code Compliance Director" is \$99,000 (fully loaded approx \$124,000) for a net savings of approximately \$78,000.

**RESOLUTION NO. 2015 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS APPROVING AND ADOPTING A SUPPLEMENTED CITY EMPLOYEE "PAY PLAN" FOR FISCAL YEAR 2014-2015; RESERVING THE RIGHT AND AUTHORITY TO AMEND OR SUPPLEMENT THE PLAN; EFFECTIVE DATE**

**WHEREAS**, Ordinance 993-2010 was passed on August 23, 2010, authorizing and directing the annual internal review and approval of the City Employee "Pay Plan", and,

**WHEREAS**, Ordinance 993-2010, as currently codified in the Code of Ordinance Section 34-19(B), further directed the annual approval of the City "Pay Plan" by Resolution in conjunction with the City Council's adoption of the City's annual budget; and,

**WHEREAS**, the City Council of the City of Miami Springs is desirous of approving a Supplemented City Employee "Pay Plan" for Fiscal Year 2014-2015 in accordance with the recommendations of the City Manager; and,

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

**Section 1:** That the revised City Employee "Pay Plan", attached hereto as Exhibit "A", is hereby approved and adopted for the Fiscal Year of 2014-2015.

**Section 2:** That the City Council hereby reserves the right and authority to amend or supplement the City Employee "Pay Plan" at any and all times as may be determined to be in the best interests of the City by City Council resolution.

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

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2014, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Vice Mayor Best \_\_\_\_\_  
Councilman Bain \_\_\_\_\_  
Councilwoman Buckner \_\_\_\_\_  
Councilman Petralanda \_\_\_\_\_  
Mayor Garcia \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
Erika Gonzalez-Santamaria, CMC, City Clerk

**APPROVED AS TO LEGALITY AND FORM:**

\_\_\_\_\_  
Jan K. Seiden, City Attorney

**POSITION CLASSIFICATION AND PAY PLAN**  
**FISCAL YEAR 2014-15**  
**CIVIL SERVICE/NON CIVIL SERVICE EMPLOYEES**

POSITION	PAY GRADE	FY2014-15 PAY RANGE	
		MINIMUM	MAXIMUM
MAINTENANCE WORKER I	8	22,992	34,089
PRO SHOP CLERK	8	22,992	34,089
CLERICAL ASSISTANT	9	23,612	35,013
EQUIPMENT OPERATOR	10	24,201	35,885
MAINTENANCE WORKER CREW LEADER	10	24,201	35,885
MAINTENANCE WORKER II	10	24,201	35,885
REFUSE COLLECTOR	10	24,201	35,885
TREE TRIMMER	10	24,201	35,885
RECREATION LEADER	10	24,201	35,885
REFUSE TRUCK DRIVER	13	26,060	38,644
HEAVY EQUIPMENT OPERATOR	14	26,715	39,616
ADMINISTRATIVE ASSISTANT I	15	27,382	40,606
BUILDING SPECIALIST I	15	27,382	40,606
MATERIALS MANAGEMENT CLERK	15	27,382	40,606
POLICE ADMINISTRATIVE SPECIALIST I	15	27,382	40,606
RECREATION SPECIALIST	15	27,382	40,606
ACCOUNTING CLERK I	16	28,062	41,622
ACCOUNTING CLERK II	18	29,482	43,729
AUTOMATED EQUIPMENT OPERATOR	19	30,226	44,825
BUILDING MAINTENANCE SPECIALIST	19	30,226	44,825
POLICE DISPATCHER I	19	30,226	44,825
POLICE DISPATCHER II	21	31,751	47,092
ACCOUNTING CLERK III	22	32,547	48,264
ADMINISTRATIVE ASSISTANT II	22	32,547	48,264
BUILDING SPECIALIST II	22	32,547	48,264
ASSISTANT CITY CLERK	22	32,547	48,264
ADMINISTRATIVE ASSISTANT III	24	34,198	50,709
RECREATION COORDINATOR	24	34,198	50,709
PARKS MAINTENANCE FOREMAN	24	34,198	50,709
POLICE ADMINISTRATIVE SPECIALIST II	24	34,198	50,709
SANITATION FOREMAN	24	34,198	50,709
OPERATIONS SUPERVISOR	26	35,922	53,279
CODE COMPLIANCE OFFICER	26	35,922	53,279
POLICE COMMUNICATIONS SUPERVISOR	26	35,922	53,279
AQUATICS DIVISION SUPERVISOR	28	37,747	55,973
RECREATION MAINTENANCE SUPERVISOR	28	37,747	55,973
BUILDING AND CODE COMPLIANCE SUPERVISOR	29	38,356	56,406
* DEPUTY CITY CLERK	29	38,356	56,406
EXECUTIVE SECRETARY	29	38,356	56,406
PROCUREMENT SUPERVISOR	29	38,356	56,406
HUMAN RESOURCES SPECIALIST	29	38,356	56,406
POLICE SENIOR ADMINISTRATIVE SPECIALIST	29	38,356	56,406
SPECIAL EVENTS/PROGRAMS SUPERVISOR	31	42,130	62,047
HUMAN RESOURCES SPECIALIST II	31	42,130	62,047
* ASSISTANT INFORMATION TECHNOLOGY MANAGER	37	47,136	69,905
* GOLF COURSE MAINTENANCE SUPERINTENDENT	37	47,136	69,905
* GRANTS WRITER/PUBLIC INFORMATION SPECIALIST	37	47,136	69,905
PROFESSIONAL SERVICES SUPERVISOR	37	47,136	69,905
OPERATIONS SUPERINTENDENT	37	47,136	69,905
* ELDERLY SERVICES DIRECTOR	40	49,767	73,805
* ASSISTANT PUBLIC WORKS DIRECTOR	40	49,767	73,805
* ACCOUNTING SYSTEMS/FINANCE ANALYST	41	51,778	79,045
* CITY PLANNER	44	54,930	81,466
* POLICE LIEUTENANT	44P	62,669	91,110
* HUMAN RESOURCES DIRECTOR/RISK MANAGER	45	56,305	83,501
* COMPTROLLER	46	64,582	93,904
* INFORMATION TECHNOLOGY DIRECTOR	46	64,582	93,904
* POLICE CAPTAIN	46P	65,837	95,728
* GOLF & COUNTRY CLUB DIRECTOR	49	71,850	95,799
* BUILDING AND CODE COMPLIANCE DIRECTOR	49	71,850	95,799
* RECREATION DIRECTOR	49	71,850	95,799
* PUBLIC WORKS DIRECTOR	49	71,850	95,799
* CITY CLERK	49	71,850	95,799
* BUILDING OFFICIAL	50	74,817	112,227
* BUILDING OFFICIAL & CODE COMPLIANCE DIRECTOR	50	74,817	112,227
* FINANCE DIRECTOR	50	74,817	112,227
* CHIEF OF POLICE	50P	76,270	114,406
* ASSISTANT CITY MANAGER-FINANCIAL SERVICES	50M	84,125	125,489
* NON CIVIL SERVICE			



# AGENDA MEMORANDUM

**Meeting Date:** May 11, 2015

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

**Via:** Ron Gorland, City Manager *Ron Gorland*

**From:** Armando Guzman, Chief of Police *Armando Guzman*

**Subject:** LETF Purchase - IT Network Infrastructure and Redesign

**Recommendation:** Recommendation by the Police Department that Council approve an expenditure to Loxia Tech IT Solutions, as a sole source provider, in the amount of \$183,000.00, for IT network infrastructure redesign and implementation, as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section §31.11(E)(6)(c) of the City Code.

Recommendation by the Police Department that Council approve an expenditure to Loxia Tech IT Solutions, as a sole source provider, for \$3,500.00 per month for the period of one year, for onsite weekly System Administration Services, as these funds qualify for expenditure from the Law Enforcement Trust Fund, pursuant to Section §31.11(E)(6)(c) of the City Code.

**Discussion/Analysis:** The Miami Springs Police Department IT infrastructure is in dire need of updating and restructuring. Designing and building the IT system from scratch will allow the Miami Springs Police Department to improve overall delivery of service. This system will modernize recordkeeping, accountability and allow officers faster and safer exchange of information between each other and the station. This will also allow our officers to transmit and record reports and incidents from the field. This would eliminate the need of having officers leave their assigned areas for the purpose of using a computer at the station.

The Miami Springs Police Department IT needs are as follows:

- Reconfigure Network infrastructure from scratch
- Deploy a new domain controller
- Deploy new USA Software server
- Deploy a new Mobile Data server
- Deploy a NAS server
- Connect FCIC to a new network
- Create security policies for the PD staff
- Create security policy between FCIC network and PD network
- Deploy remote access software on all computers
- Implement and deploy ticket system
- Install MIFI's in cars
- New network diagram and prequalify with FCIC

**Fiscal Impact (If applicable):** N/A; fully funded by LETF funds.

**Federal Statute:** Civil Asset Forfeiture reform Act, PL 106-185.

**Submission Date and Time:** 05/06/2015 11:57 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>LETF Machinery &amp; Equipment</u> <u>LETF Contractual Services</u>
Prepared by: <u>Leah Cates </u>	Procurement: _____	Account No.: <u>650-2010-521.64-00</u> <u>650-2010-521.34-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u></u>	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u></u>	Amount previously approved: \$ <u>N/A</u>
	Attorney: _____	Current request: \$ <u>183,000.00</u> <u>42,000.00</u>
		Total vendor amount: \$ <u>225,000.00</u>



# Estimate

Date	Estimate #
1/29/2015	1161

P. 305.428.2190 F. 305.407.9646

**Name / Address**  
 Miami Springs PD  
 201 Westward Dr.  
 Miami Springs, FL 33166-5259

Customer P.O.

Description	Qty	Cost	Total
<b>Cabling Estimate:</b> Estimate to rewire the police department with 55 drops of Cat5e Data Solid Plenum rated cabling. Estimate includes: Cabeling material 2 Patch Pannels Patch Cabels Rack One 48 Port HP Managed Switches One 48 Port HP POE Managed Switch  Cabeling will be done in stages and in series with the existing wiring to insure no interuption in services.	1	23,000.00	23,000.00
PLEASE SIGN AND FAX TO 1(305) 407-9646. A 50% DEPOSIT IS REQUIRED TO PROCEED WITH THIS ORDER; 25% DUE WHEN IMPLEMENTATION START AND 25% IS DUE UPON PROJECT COMPLETION. PLEASE REMIT PAYMENT TO: LOXIA TECHNOLOGIES 500 NE 191 STREET MIAMI, FL 33179		<b>Subtotal</b>	\$23,000.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$23,000.00

*\$18,000.00*

Authorized Signature: \_\_\_\_\_ Position: \_\_\_\_\_



# Estimate

Date	Estimate #
1/29/2015	1165

P. 305.428.2190	F. 305.407.9646
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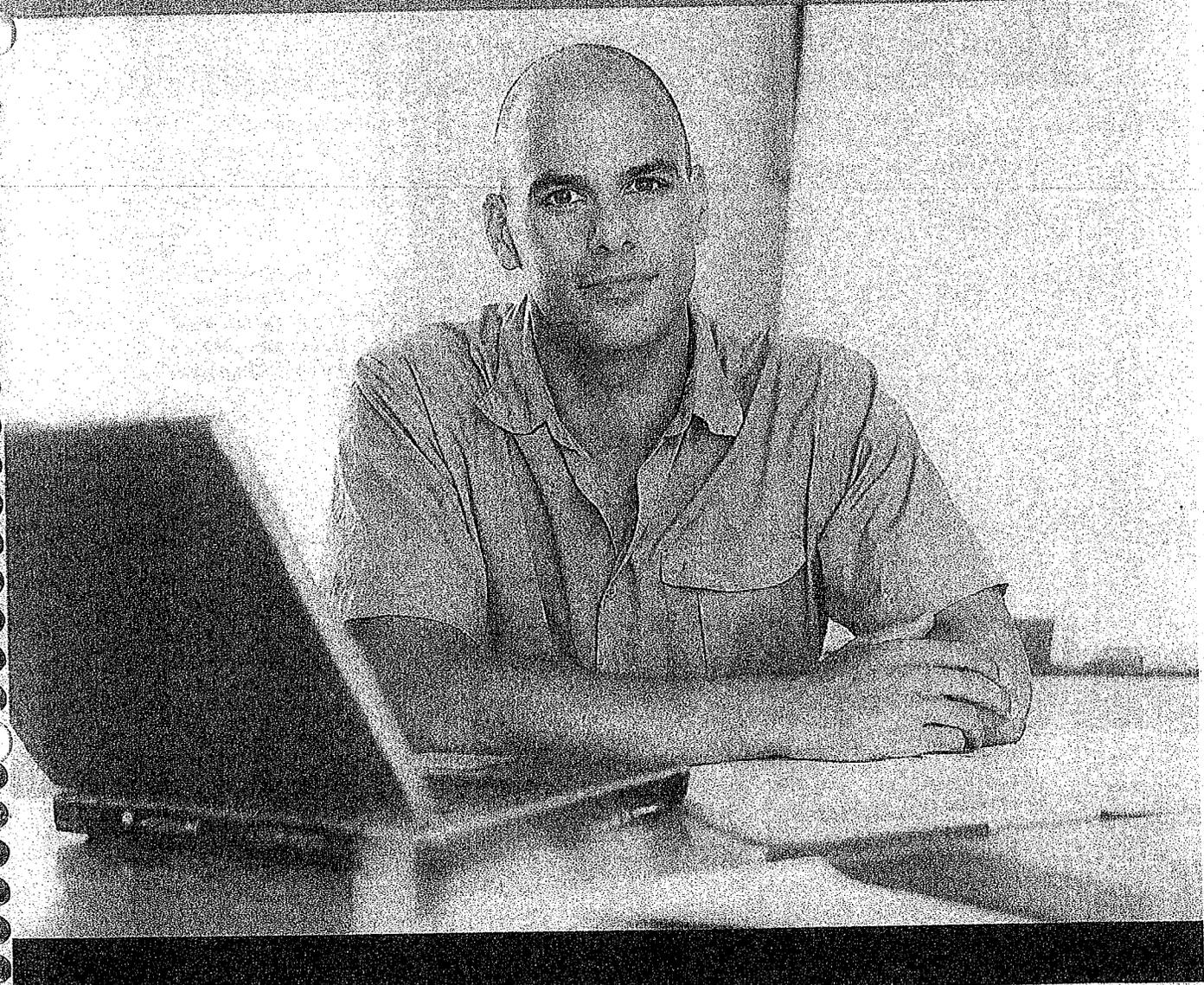
<b>Name / Address</b>
Miami Springs PD 201 Westward Dr. Miami Springs, FL 33166-5259

Customer P.O.

Description	Qty	Cost	Total
<b>NETWORK INFRASTRUCTURE REDESIGN AND IMPLEMENTATION PROPOSAL:</b>  <b>SCOPE OF WORK TO INCLUDE:</b>  Redesign network infrastructure and implement a cisco ASA5510 Reconfigure Network from scratch Deploy a new domain controller Deploy a new usa software server Deploy a new Mobile Data Server Deploy a NAS file sever Connect FCIC to new network Create security policies for PD staff Create security policy between FCIC network and PD network Deploy remote access software on all computers Implement and deploy ticket system. Install MIFI's in cars Report new network diagram and do a prequalify with FCIC Labor	1	165,000.00	165,000.00
PLEASE SIGN AND FAX TO 1(305) 407-9646. A 50% DEPOSIT IS REQUIRED TO PROCEED WITH THIS ORDER; 25% DUE WHEN IMPLEMENTATION START AND 25% IS DUE UPON PROJECT COMPLETION. PLEASE REMIT PAYMENT TO: LOXIA TECHNOLOGIES 500 NE 191 STREET MIAMI, FL 33179		<b>Subtotal</b>	\$165,000.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	<b>\$165,000.00</b>

Authorized Signature: \_\_\_\_\_ Position: \_\_\_\_\_

Loxia Managed IT Services Proposal



**LOXIA**

MIAMI SPRINGS POLICE DEPARTMENT

## Managed IT Services

The Loxia Technologies Managed IT Services program provides affordable proactive IT management and support to growing businesses. Utilizing our unique framework for providing managed IT services, Loxia provides a range of proactive services to keep your computer systems up and running and your people and business productive.

### Features

- Site Assessment and Inventory
- Proactive Service
- Management and Status Reporting
- Best Practice Driven
- Automated and Reliable

### Benefits

- Reliability
- Security
- Consistency
- Productivity
- Cost Management and Control
- Compliance
- Managed Expansion and Growth

Our goal is to serve as your technology partner with a focus on providing solutions. We use a consultative approach to evaluate your business and technology needs and then advise on the best solutions for your current and future needs. Loxia can save your organization time and money through better use of appropriate technologies.

### System Administration Based on Your Business Needs

Your annual Workstation Managed IT Service contract can be bundled with discretionary onsite system administration hours that you can use whenever you need our engineers to perform tasks on-site. You may also purchase additional on-site hours, at a special price, for such tasks as break/fix occurrences, initial system deployment, and major OS upgrades. During the initial implementation, our engineers will discuss all steps of the implementation with you prior to beginning. They will then install the software necessary for remote administration, performing any reconfiguration required to bring all administered systems to a known state for easier monitoring and management. Configuration changes are documented and provided to you.

### Service and Deliverables to Keep Your System Running Right

The Workstation Managed IT Services program provides the critical tasks to keep your system up and running. Tasks conducted by our Managed Services engineers to enable workstation managed IT services include:

- Site Assessment
  - Review system infrastructure and network security policies
- Network Consistency
  - Bring infrastructure and systems to a known state; install applications, patches, or updates required
- Site Database
  - Inventory database containing your system hardware and software
- Review Managed Service Activities
  - Service and support procedures, discretionary on-site time, and the parameters of the service

#### **On-going Managed Services include:**

- **User Account Management**
- **Security Patch Management**
- **Software License Reporting**
- **Client Network Configuration Management**
- **24x7 Workstation Monitoring**
- **Disk Space, Partition and Usage Management**
- **Software Deployment**
- **End User Remote Control**
- **Management Reporting**
- **System Inventory Reporting**

#### **On-Site System Administration Service**

**Most tasks Comprehensive System Administration Services**

##### **Features**

- **On-site break/fix maintenance of MAC and Windows OS-based workstations and attached peripherals**
- **Knowledge transfer to in-house administrators and end users**
- **Optional on-site hardware maintenance when required**

##### **Benefits**

- **Increase efficiency: respond faster to problems and meet required service levels**
- **Increase effectiveness: only used when needed**
- **Realize value: reduce your cost of ownership**

#### **Comprehensive Services**

**Your on-site engineer can perform any of these tasks:**

- **Setup and deployment of new systems**
- **Assist with the allocation of system resources**
- **Assist in hardware failure determination and resolution**
- **Assist in hardware maintenance as required; diagnosis and repair of defective hardware by replacing parts; and installation of hardware upgrades and new systems**

#### **Third-Party Software Support Coordination**

**As an added service, Loxia will provide support coordination for the third party vendors.**

##### **Features**

- **One number to call for issues with all systems**
- **Provide a technical liaison to most vendors when required**
- **Track issues through resolution**
- **Provide matrix and analysis of issues**

##### **Benefits**

- **One point of contact - easy to remember and hand off for all aspects of the issue**
- **Consistent communication - helps to expedite a resolution**
- **Help Desk ticketing support - Allows end users to report issues quickly for increased uptime**
- **Increased efficiency - users do not have to wait on-line with all vendors representatives to resolve issues**

**Loxia will provide software support coordination for all outside applications related issues. Your account manager will field requests or trouble calls, log the request with vendors and track the issue through resolution.**

## Fee Schedule for Workstation Managed Services

Loxia will provide Client with 4 hours of On-Site System Administration Services per week on an agreed day, as defined above. Should Client receive On-Site services that exceed the monthly time allotment, Loxia will provide an accounting at the end of each month with an invoice for the outstanding balance, if any, calculated at the discounted rate of \$95 per hour.

As part of this Agreement Loxia will provide a dedicated technical account manager whose responsibility will be to work with Client management to determine an appropriate technology strategy for Client and to meet with Client management on service level acceptability, current issues and to plan proactive work on an agreed upon periodic basis. Loxia will keep an accounting of service and provide Client with a periodic report.

Upgrading or replacing hardware or software normally requires on-site service. Fees do not include the cost of new or replacement hardware, software, cabling or other equipment that may be required to perform services under this agreement. Client will be quoted a price for new or replacement equipment prior to installation, and will sign a work order therefore and be billed separately.

For a monthly fee of:

\$ 3,500.00

\*\*Annual Commitment

Billing Cycle: Monthly

Infrastructure Establishment Fee:

\$ TBD

TOTAL DUE UPON SIGNING:

\$

### Terms

*Beginning on the Effective Date of this agreement, Client will be billed according to the above-stated payment schedule, in advance for applicable fees. Monthly service overage charges and hardware/software costs, if any, shall be billed monthly. Any amount due to Loxia under this Agreement shall be payable in full upon receipt of an invoice therefore, without withholding, deduction or offset of any amounts for any purpose. Any amount not paid within Thirty (30) days of the date of each invoice shall be subject to an interest charge equal to the lesser of 3% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Client in good faith within the thirty (30) days of the receipt of an invoice therefore will be deemed approved and accepted by Client.*

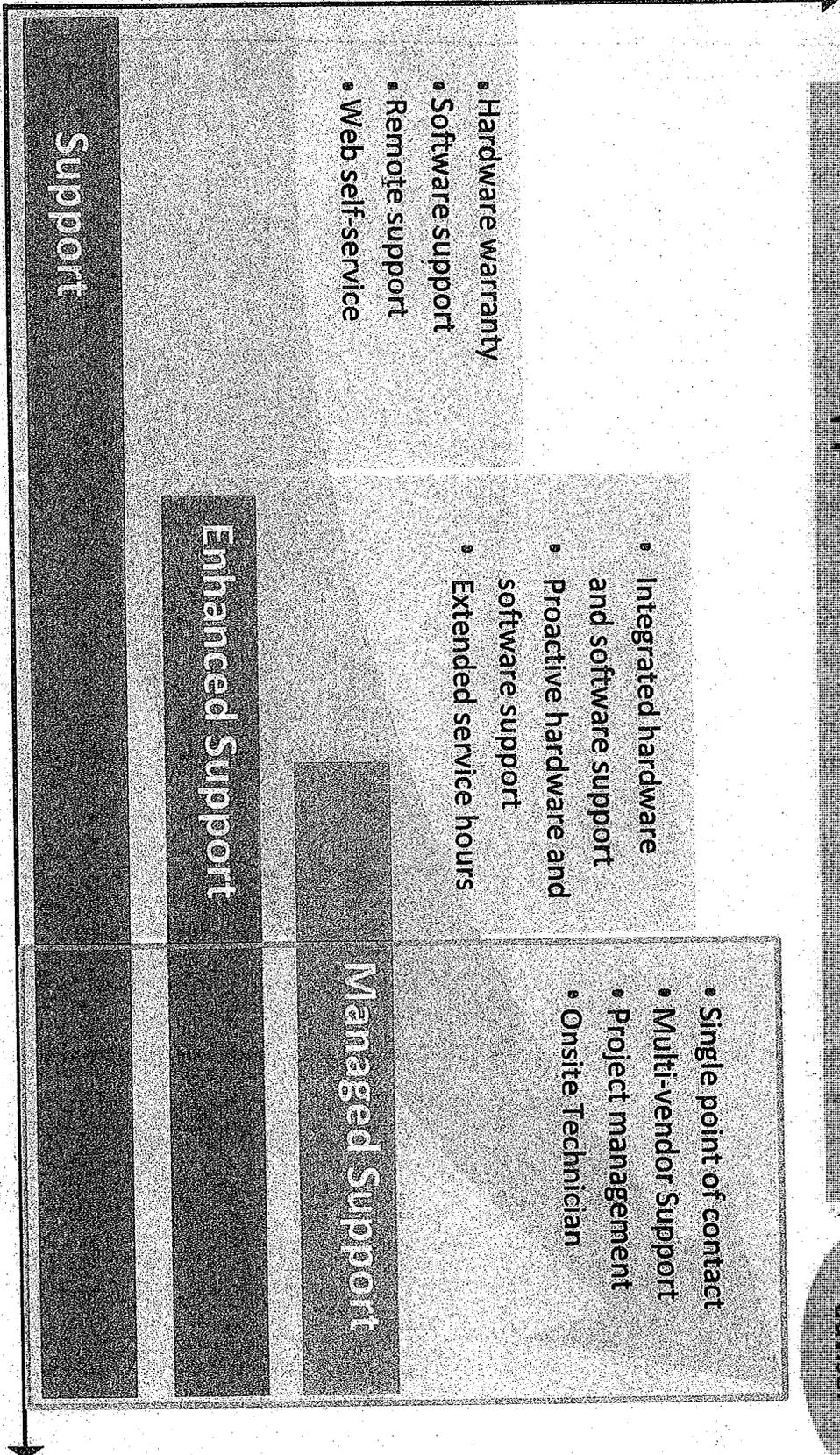
- This fee is based on user volume.
- The core strategic items are capital expenditure planning, staffing, and technology expense items. That technology means computers, networks, phones, ISP, Line Carrier, and any infrastructure related items.
- A 10% increase will automatically be assessed in the commencement of the second year and thereafter.

Loxia's modular support services are designed to optimize your support today and tomorrow

# Support continuum

Trusted support advisor

Client value

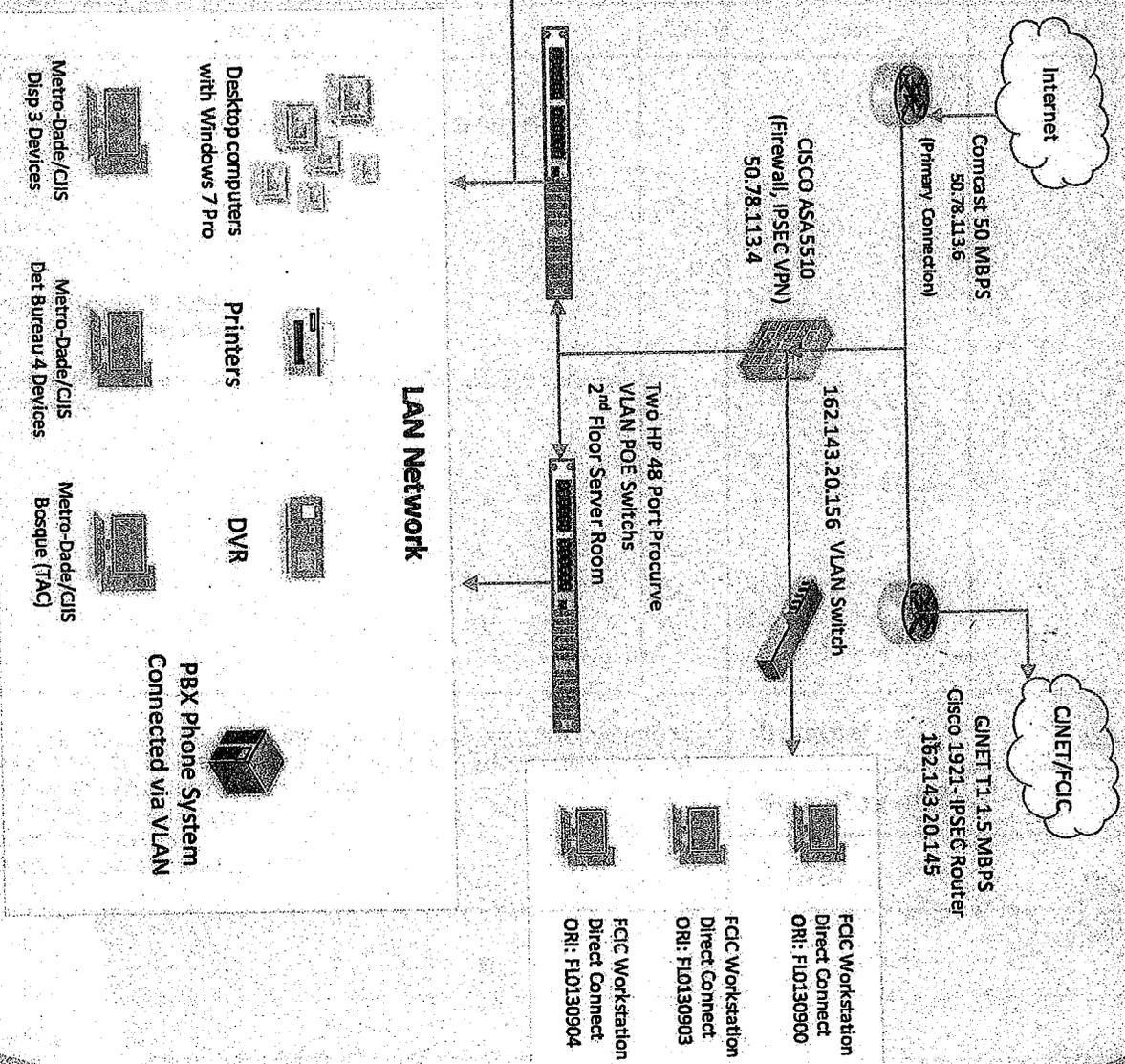
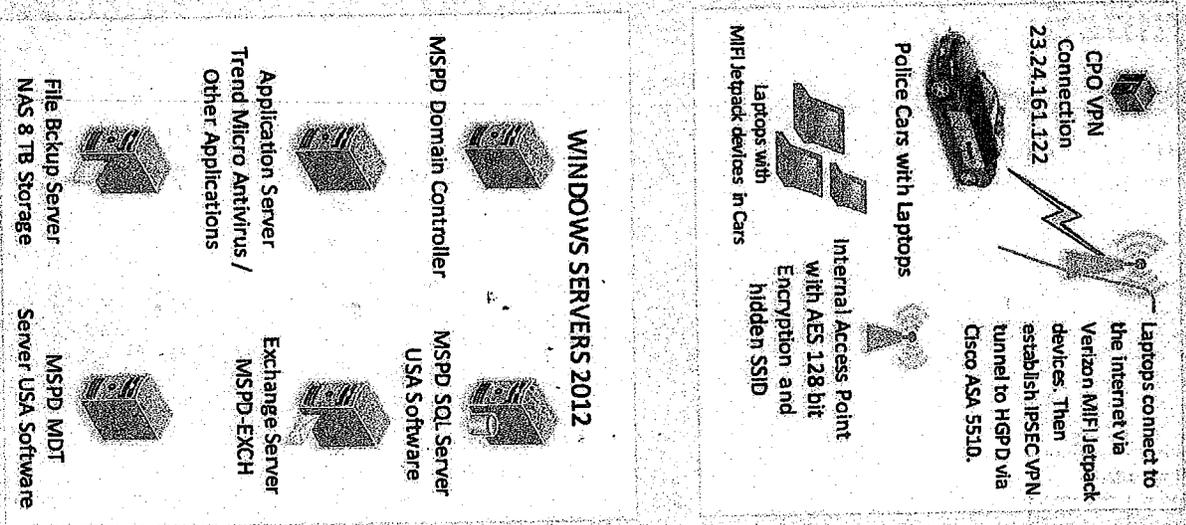


Foundation

Proactive

Preventive

# MIAMI SPRINGS POLICE DEPARTMENT



FOR OFFICIAL USE ONLY

By: Loxia Technology

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# Annual Service Agreement

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Miami Springs PD

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Loxia

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Phone: 305.428.2190  
Fax: 305.407.9646

Friday, January 30th, 2015

Miami Springs Police Department  
Chief Armando Guzman  
201 Westward Dr.  
Miami Springs, FL 33166-5259

#### Executive Summary

Loxia Technologies, Inc. will provide Miami Springs Police Department with computer consulting services. In consideration for your One-year commitment to sustain monthly services billing at a \$ 3500.00 minimum level goes toward remote support and four (4) onsite service hours; if a technician needs to be dispatched outside this scope, onsite Level Support will be \$ 95/hour. This is only an approximation and does not involve new installations or expansions. For specific figures and terms of our agreement, signed by you and I, please refer to the attached Letter of Engagement.

## Letter of Engagement for Annual Service Agreement

This Letter of Engagement supersedes all prior service agreements between the parties. Any mutually acceptable and authorized Change Orders will be appended to this Letter of Engagement and supercede, as necessary, the corresponding elements in this letter.

This agreement is between the following parties: Miami Springs Police Department hereinafter referred to as Client, and Loxia Technologies, Inc.

Throughout this Letter of Engagement, reference is made to Loxia Technologies current Rate Card, which is hereby incorporated into this agreement in its entirety and made a part of this agreement as though it were set out herein.

### Time

A) Services will be principally comprised of ongoing projects, ad-hoc training, project management, network administration, procurement, troubleshooting, upgrades and proactive planning. Individual projects and tasks will be planned and executed based on schedules developed primarily with Primary Technical Contact listed below.

B) Rate will be \$ 95 per hour. Specialty consulting services, such as Certified Data Cabling, Web Designing and Database Development, will be estimated on a per project basis. It should be noted that hourly project estimates are not a fixed-price commitment and are only an estimate, based on needs analysis and network design.

### Materials

A) Due to the volatile nature of the industry, estimates for hardware, software, peripherals and procured services are not a fixed-price commitment and are only estimates, based on needs analysis and network design. Prices and specifications are subject to revision at the time of ordering. Client will be notified verbally, or in writing upon request, of any material differences before proceeding. All materials have to be approved by Loxia before installation.

B) From time-to-time, in support of projects and tasks scheduled with Primary Technical Contact listed below, Loxia Technologies will manage the procurement of technology assets and services. This will include, but isn't limited to, inter-viewing and selecting vendors, developing specifications, securing price quotes, preparing Purchase Authorizations, placing orders, tracking open orders and determining vendor compliance to specifications following delivery. In the event that Client requests Loxia Technologies to recruit a specialty contractor, there will be a \$185-hour minimum charge for contractor interviewing and "headhunter" services.

C) All estimated product prices exclude freight and applicable sales tax.

## Terms

A) Minimum Charges – \$95-hour minimum for on-site service.

B) Credit Limit – Pending Client's completion of the included credit application and satisfactory credit reference inquiry results, Client's credit limit will be \$0.

C) Timeframe, Volume Discount and Monthly Commitment – In return for a volume discount on hourly rates, a dedicated project manager (virtual IT director), priority scheduling, priority response time and waiver of rate premiums for emergency and after-hours service, Client agrees to sustain projects and tasks driving service billing at a minimum level of \$3500.00 per month.

D) Terms for Services are Net 15 prompt. Payments received more than 5 days late are subject to a \$25 late charge per in-voice. In addition, Loxia Technologies reserves the right to stop all work, until the account is brought current, in the event that any Client invoice is more than 5 days past due. Client agrees to bear full responsibility and reimburse Loxia Technologies for any and all collection costs incurred by Loxia Technologies due to Client's non-payment or late payment of fees and other costs enumerated herein. Such collection costs may include but are not limited to, attorney fees and court costs.

~~E) A backup credit card must be kept on file. Loxia reserves the right to charge the credit card in case client exceeds terms listed in section D of this agreement.~~

F) Billing Premiums – Items not considered in the context of a project plan, including over-the-shoulder support and non-standard (non-branded) hardware and software, are also subject to a 100% rate premium. Any work performed at premium rates must be pre-approved verbally by either the Primary Financial or Technical Contact listed below. If estimated work subject to billing premiums will exceed a \$285.00 threshold, a written Change Order must be prepared and authorized.

G) Rate Lock – Hourly billing rate will be held at \$95 for onsite support through September 30<sup>th</sup>, 2015. A 10% increase is applicable when contract is renewed.

H) Software Licensing – Loxia Technologies does not support unlicensed software. Client represents that all in-stalled software is licensed. In the event that Client has any unlicensed software on premises, Client is responsible for notifying Loxia Technologies of such so that a remediation plan can be prepared and implemented to assist Client in achieving 100% license compliance.

I) Recruiting or Hiring of Loxia Technologies Staff and Contractors – Client agrees to not recruit or hire or retain any Loxia Technologies staff and/or outside contractors for employment or work of any kind, either as an employee or an independent contractor, except through Loxia Technologies, during the duration of Loxia Technologies servicing

Client and for a period of 24 months thereafter. In addition, Client recognizes that because of the substantial recruitment and training costs in the Information Technology industry, Client agrees that liquidated damages for such a breach will be 50% of the staff member's or contractor's then current annualized compensation, subject to a \$30,000.00 minimum.

J) Accountability and Change Management – In order to maximize accountability for ensuring the ongoing security, reliability and performance of Client's network, Client agrees that all packaged ("off the shelf" or "shrink-wrapped") and custom software being added to the network will be reviewed and tested by Loxia Technologies. Client also agrees that the nominal expense associated with testing software, prior to deployment on the production network, is minimal relative to the potential exposure of introducing untested software into a "live" environment. In the event that there are additional costs or difficulty in getting a software vendor's cooperation in this respect to securing software media, license keys, or documentation, one of the Principal Contacts listed below agrees to inter-cede to secure the software vendor's cooperation. In addition, Client recognizes that risk is minimized when Loxia Technologies evaluates planned software purchases prior to committing to a purchase decision. Please note that there is a \$ 95-hour minimum for lab testing of industry specific software. In the event the Client chooses to bypass this recommended course of due diligence, Client agrees that Loxia Technologies cannot be held responsible for unplanned or untested changes or additions to the network. Loxia Technologies will give Client the option of having Loxia Technologies attempt to repair the problem; however, this will be at a 100% rate premium, depending on the nature of the emergency and the level of skill required solving the problem.

K) Sanctity of Administrator Password – Client agrees that all reasonable attempts will be made to ensure only authorized and properly trained Client employees are privy to the current administrator password(s). Loxia Technologies recommends that a minimum of two Client employees, but no more than three, be entrusted with this responsibility. In addition, Client agrees that these authorized employees who have access to administrator password(s) must sign a non-disclosure agreement.

L) Fee for Change Orders – Any projects exceeding 10 hours in duration require a substantial amount of advanced Loxia Technologies staff scheduling, project management, account creation and/or product procurement to ensure that project stays on schedule. Thus once Client has committed to a project start date and timetable, it becomes extremely disruptive to reschedule necessary staff and contractor resources. Re-scheduling almost always results in unsold "inventory" of hours that Loxia Technologies is forced to absorb. As a result, any Change Orders that require rescheduling more than either 2 on-site appointments, or more than 10 project hours, are subject to a Change Order fee of 15% of the total services estimated for the project, subject to a \$120 minimum. In the event that any project requires an additional round of re-scheduling of more than 2 on-site appointments (or more than 10 project hours), each additional Change Order generated will be subject to the same fee structure described above. All Change Order fees are due upon receipt. Nonpayment of these fees within 5 days of

Change Order date will result in immediate stoppage of project. Loxia Technologies reserves to charge these fees to the backup credit card on file.

M) Risk of Data Loss -- Client assumes all risk of data loss from any and all causes or in any way related to or resulting from the repair or service of computer hardware, software or other equipment by Loxia Technologies. Client agrees to bear full responsibility for all data backup prior to any repair or service of computer hardware, software or other equipment by Loxia Technologies. Client hereby releases Loxia Technologies from any claim or liability related to data loss for any reason whatsoever.

N) Computer Viruses -- Loxia Technologies agrees to take all reasonable measures to protect Client's computer systems from computer viruses, including installation and maintenance of the latest versions of anti-virus software. Client assumes all risk of computer viruses and will not hold Loxia Technologies responsible. Client is responsible for the costs of consulting time and materials required to remove any computer viruses.

O) Indemnification -- Client shall indemnify and hold harmless Loxia Technologies from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable attorney's fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Loxia Technologies, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this agreement.

P) Jurisdiction -- The laws of United States and the state of Florida shall govern this agreement, its terms and conditions. Client agrees that the proper forum for any claim arising under this agreement shall be in Florida.

#### Principal Contacts

A) Primary Financial Contact (authorized signer) -- Chief Armando Guzman

B) Primary Technical Contact (Client on-site project manager, responsible for prioritization of projects and tasks, authorization to schedule work and act on-behalf of Primary Financial Contact) -- \_\_\_\_\_

C) Billing Contact (invoices will be sent to this person at address listed above; unless listed below, this person is not authorized to request service orders and materials purchases from Loxia Technologies) -- \_\_\_\_\_

D) Additional Authorized Contact(s) – Please list any additional employees beyond (A) and (B) above who can request and authorize service orders and materials purchases from Loxia Technologies.

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**Enforceability of Surviving Parts**

A) Modification or Amendment – No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

B) Entire Understanding – This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

C) Unenforceability of Provisions – If any provision of this Agreement, or any portion thereof, is held to be invalid and un-enforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**Approval**

Please sign below to indicate your approval and return both copies, at your earliest convenience. An executed copy will be returned to you within 10 days.

**Client Acceptance**

Signature

Print Name: Chief Armando Guzman

Date

**Loxia Technologies, Inc. Acceptance**

Signature

Print Name: Mr. Mohamad Kamaredine

Date

# *Certificate of Achievement*

Awarded to

**MOHAMAD KAMAREDINE**

For Successful Completion of

*CJIS Certification/Recertification*

Presented by the

Florida Department of Law Enforcement

**January 8, 2013**

*This certificate expires two years from the date of issuance.*



*Donna M. Uzzell*

Donna M. Uzzell, Director

Criminal Justice Information Services

*Certificate of Achievement*

*Awarded to*

**MOHAMAD KAMAREDINE**

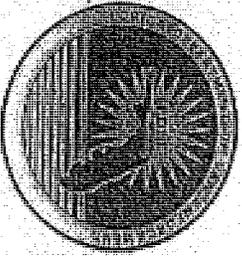
*For successful completion of*

**Terminal Agency Coordinator Training**

*Presented by the*

Florida Department of Law Enforcement

January 9, 2013



*Donna M. Uzzell*

*Donna M. Uzzell, Director  
Criminal Justice Information Services*

4 Hours

MEDLEY POLICE DEPARTMENT

Jeanette Said Jinete  
*Chief of Police*

October 16, 2012

Loxia Technolgies, Inc.  
500 N.E. 191 Street  
Miami, FL. 33179

To Whom It May Concern:

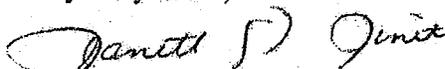
It is with great pleasure that the Medley Police Department recommends Mr. Mohamed Kamaredine of Loxia Technologies Inc., for your IT solutions needs.

I have worked with Mr. Kamaredine and his staff on numerous projects, and recently on the CJIS Training . Mr. Kamaredine has always displayed a high degree of integrity, responsibility and professionalism. In his professional capacity as the President, Mr. Kamaredine, successfully provides technical support with our department's Security, Access Control, Telecommunications and IT solutions and continues to do so. Loxia Technologies, Inc., is the one-stop-shop for all of our Information Technolgy services.

It is for the forgoing reasons that the Medley Police Department recommends Loxia Technologies, Inc., who is in good standing with the Medley Police Department as a competent and professional IT solutions company.

Should you have any questions and/or need further information, please feel free to contact me at (305) 883-2047.

Very Truly Yours,

  
Jeanette Said-Jinete  
Chief of Police

JSJ/cir



## Village of Virginia Gardens

October 16, 2012

Loxia Technologies, Inc.  
500 N.E. 191 Street  
Miami, FL 33179

To Whom It May Concern:

It is with great pleasure that City of Virginia Gardens recommends Mr. Mohamad Kamaredine of Loxia Technologies Inc., for your IT and telecommunication needs.

Loxia has always displayed a high degree of integrity, responsibility and professionalism. In his professional capacity as the President, Mr. Kamaredine, successfully provides technical support with our department's Security, Access Control, Telecommunications and IT solutions and continues to do so.

Loxia has an excellent background in the government and law enforcement field and complies with CJIS security policies and has attended the necessary security training.

It is for the forgoing reasons that the Medley Police Department recommends Loxia Technologies, Inc., who is in good standing with the city of Virginia Gardens as a competent and professional IT solutions company.

Should you have any questions and/or need further information, please feel free to contact me at (305) 871-3141

Cordially,

  
Mayor



# AGENDA MEMORANDUM

**Meeting Date:** 5/11/2015

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

**Via:** Ron Gorland, City Manager *[Signature]*  
William Alonso, Asst. City Manager/Finance Director

**From:** Tammy Romero, Professional Services Supervisor

**Subject:** Recommendation to award Z Roofing & Waterproofing, Inc. as the lowest responsible bidder for Re-roofing of the City Hall roof

**RECOMMENDATION:**

Recommendation by Finance- Professional Services that Council award City RFP # 03-14/15 to Z Roofing & Waterproofing, Inc., the lowest responsible bidder, in an amount not to exceed \$111,385.00, for Re-roofing the City Hall roof with a GAF TPO system, as partial funds in the amount of \$90,000.00 were approved in the FY14/15 Budget and the balance of \$21,835.00 will come from the Designated Fund Balance, pursuant to Section §31.11 (E)(1) of the City Code.

**DISCUSSION:**

On March 19, 2015, we advertised a Request for Proposals (RFP# 03-14/15) for the Miami Springs City Hall Re-Roof at 201 Westward Drive. A mandatory pre-bid meeting was held on April 9th, 2015 with 10 contractors in attendance (Attachment "A").

On April 28th, the Request for Proposals were due and five companies responded (Attachment "B"). Responses were initially reviewed by staff and all five companies were deemed both responsive and responsible.

The recommendation is to award a contract to Z Roofing & Waterproofing, Inc. as the lowest responsible bidder.

**FISCAL IMPACT:**

\$90,000.00 was budgeted in the Public Works - Building division budget and the difference of \$21,385.00 will come from the Designated Fund Balance allocated by Council in January 2015 (Attachment "C").

**Submission Date and Time:** 5/5/2015 11:20 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: <i>[Signature]</i>	Dept./ Desc.: <u>Public Works/ Building Division</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <i>[Signature]</i>	Account No.: <u>001-5405-541-63-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <i>[Signature]</i>	Additional Funding: <u>\$21,385.00 Designated Fund</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>111,385.00</u>
		Total vendor amount: \$ <u>111,385.00</u>

Mandatory Pre-Bid Conference

RFP# 03-14/15

Miami Springs City Hall Re-Roof at 201 Westward Drive  
April 9th, 2014 at 9:30 A.M.

Name: Tim Barris Company: Atlas Apex Roofing Address:

Phone: 561-573-2488 E-Mail: tbarris@atlasapexusa.com

Name: Brett Lowy Company: Z Roofing & Waterproofing Address: 2525 West 3 Ct.

Phone: 305-623-7663 E-Mail: Brett@zroofing.com

Name: Kenneth Conwell Company: Conwell Associates Address: 11771 SW 137th PL

Phone: 305-926-5673 E-Mail: kconwell@caconsulting.com

Name: Michael Levine Company: Roofing Concepts Unlimited Address: 11820 NW 41st

Phone: 954-786-9350 E-Mail: mlevine@rcu-inc.com

Name: Tom Scanlon Company: Hi-Tech Roofing Address: 2266 47th Avenue N Lake

Phone: 561 586 3110 E-Mail: TScanlon@hi-techroofing.com

Name: Geo MADRUGA Company: A-1 Property Services Address: Geo@A1-property-services.net

Phone: 31471-7353 E-Mail:

D. 1-1-10

Mandatory Pre-Bid Conference

RFP# 03-14/15

Miami Springs City Hall Re-Roof at 201 Westward Drive  
April 9th, 2014 at 9:30 A.M.

Name: Samy Elarja

Phone: 305-386-5800

Company: Full Cover Roofing System

Address: 2213 SW 112 St # 302 Miami FL 33182

E-Mail: Samy@Fullcover-roofing.com

Name: John Hardy

Phone: 954 931 1906

Company: Best Roofing

Address:

E-Mail: J.Hardy@Bestroofing.net

Name: Chris Torsey

Phone: 561 906 5717

Company: Therma Seal Roof Systems

Address: 804 Old Dixie Hwy Lake Park

E-Mail: Estimates@thermas seal roofs.com

Name: Jeff Wilkerson

Phone: 954-534-7000

Company: Triple M Roofing

Address: 914 NW 17th Ave. Ft. Lauderdale

E-Mail: Jeff@TripleMroofing.com

Name:

Phone:

Company:

Address:

E-Mail:

Name:

Phone:

Company:

Address:

E-Mail:

Paco Inf 2

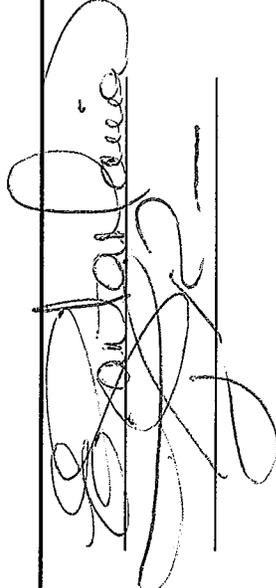
Bid Opening  
RFP# 03-14/15

Miami Springs City Hall Re-Roof at 201 Westward Drive  
Opened April 28th, 2015 at 2:30 P.M.

Attachment B

VENDOR NAME	BID BOND Y/N
A-1 Property Services	Yes
Z-Roofing and Waterproofing Inc	Yes
Best Roofing	Yes
Roofing Concepts Unlimited	Yes
Hi-Tech Roofing & Sheet Metal	Yes

Witnessed by:







# AGENDA MEMORANDUM

**Meeting Date:** May 11, 2015

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

**Via:** Ron Gorland, City Manager

**From:** Armando Guzman, Chief of Police

**Subject:** Community Policing Office Lease Extension

**Recommendation:** Recommendation by the Police Department that Council waive the competitive bid process and approve an expenditure to C.R. DeLongchamp, in the amount of \$19,584.00, for building rental as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section §31.11(E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional twelve month period.

**Discussion/Analysis:** Extension of original lease, from 10/01/15 to 09/30/16, for rent of \$1,632.00 per month, for space at 274 Westward Drive that includes approximately 1,016 square feet of office space and approximately 163 square feet of additional storage space, to provide effective community policing, which has a positive impact on reducing neighborhood crime, helping to reduce fear of crime and enhancing the quality of life in the community. It accomplishes these things by combining the efforts and resources of the police, local government and community members. The substation is a neutral location away from the main police station that enables the Miami Springs Police Department to effectively serve the needs of the community. See attached memorandum from Chief of Police, Armando Guzman and Letter from C. DeLongchamp.

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

**Submission Date and Time:** 5/6/2015 11:03 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police</u>	Dept. Head: 	Dept./ Desc.: <u>Law Enforcement Trust Funds-Buildings</u>
Prepared by: <u>Leah Cates</u>	Procurement: _____	Account No.: <u>650-2011-521.44-01</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>n/a</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ <u>19,584.00</u> (FY14/15)
	Attorney: _____	Current request: \$ <u>19,584.00</u>
		Total vendor amount: \$ <u>19,584.00</u>



Miami Springs  
Police Department

Memorandum

**To:** Honorable Mayor Xavier Garcia & Members of the City Council

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

**From:** *Armando Guzman*  
Armando Guzman, Chief of Police

**Subject:** Community Policing Office Lease

**Date:** May 6, 2015

I am in receipt of a lease extension proposal for the Community Policing Office from the landlord, Charles R. DeLongchamp. The term of the extension is October 1, 2015 to September 30, 2016 and the amount is \$1,632.00 per month. This is the same amount as paid in the current fiscal year.

I recommend that the lease extension be placed on the agenda of the next regular council meeting for approval. A copy is attached.

/lc

Attachment

cc: Sergeant Jimmy Deal  
Mr. Charles R. DeLongchamp

May 4, 2015

Chief Armando Guzman  
City of Miami Springs Police  
201 Westward Dr.  
Miami Springs, FL 33166

RE: Lease 274 Westward Drive

Dear Chief Guzman:

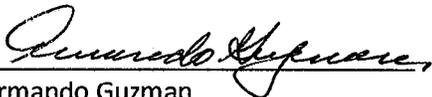
I am pleased to offer you a one-year extension of the original lease between the City of Miami Springs (tenant) and Charles DeLongchamp (landlord) dated September 22, 2000. The term of this extension will be from October 1, 2015 to September 30, 2016. All terms and conditions of the original lease and subsequent amendments as noted in prior extensions will remain the same. The monthly rent will continue to be \$1,632.00 per month. This monthly rent does not include utility costs for electric, trash, or water/sewer charges.

Please indicate your acceptance by signing below.

Sincerely,



Charles R. DeLongchamp

Accepted:   
Armando Guzman  
City of Miami Springs Chief of Police

  
CITY MANAGER



City of Miami Springs

**Office of the City Clerk**

*Erika Gonzalez-Santamaria, MMC, City Clerk*

*Suzanne Hitaffer, CMC, Deputy City Clerk*

*Elora R. Sakal, Assistant City Clerk*

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## MEMO

To: The Honorable Mayor Garcia and members of the City Council

Thru: Erika Gonzalez-Santamaria, CMC, City Clerk

From: Elora R. Sakal, Assistant City Clerk  
Board of Parks and Parkways

Subject: Wall of Fame Nomination

Date: May 7, 2015

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Based on the Boards actions taken at their meeting of May 4, 2015, the Recreation Commission would like to bring the following recommendation to the attention of the City Council:

- a) Wall of Fame Nomination - James Caudle

The Board agreed that they all know Mr. Caudle very well and that he is very deserving of this recognition.

**Board member Santin moved to approve and recommend the nomination of James Caudle to the Wall of Fame to the City Council. Board member Kondy seconded the motion which carried unanimously on voice vote.**



CITY OF MIAMI SPRINGS  
2015 MAR 18 A 11:23

## RECREATION WALL OF FAME NOMINATION FORM

Please review the criteria before submitting the nomination application. Please complete all information requested. Applications that are incomplete or do not meet the criteria will be rejected. Use additional paper as necessary.

Nominating Party (Person submitting the Application)

Name: JAMES CHRISTOPHER CAUDLE / MAYOR XAVIER GARCIA

Address: 1226 IBIS AVE, MIAMI SPRINGS, FL 33166

Home Phone: (305) 888-8561 Mobile Phone: (786) 205-0493

Email: CAUDELI@ME.COM / GARCIA@MIAMISPRINGS-FL.GOV (MAYOR, GARCIA)

Candidate (Person being nominated)

Name: JAMES (JIM) G. CAUDLE

Address: 1282 IBIS AVE  
MIAMI SPRINGS, FL 33166

Home Phone: (305) 888-8561 Mobile Phone: (305) 606-8767

Email: JGCAUDLE55@GMAIL.COM

Reason(s) for Nomination:

PLEASE SEE ATTACHED PAGES

Candidate Achievements and/or Contributions:

PLEASE SEE ATTACHED PAGE

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Contact (Names and Phone numbers of people who can provide information about the Candidate)

DICK STOLTZ: 775-351-1143      DOUG ORR - 336-363-6187  
HARRY BUTLER: 305-885-6198      PAUL BITHORN: 786-202-2473  
MICHAEL WHITE: 813-966-7040      TED HENDRICKS: (SEE ATTACHED QUOTE)

Please complete and return to the City Clerk's Office:

201 Westward Drive  
Miami Springs FL, 33166  
305-805-5006

The reasons Jim Caudle should be placed in the Recreation Wall of Fame are numerous. Listed below are his accomplishments for the City of Miami Springs:

**1957 to 1964:**

- While attending the **University of Miami**, he became the **Athletic Director** under Director Art Peavy, Assistant Director Maryann Reid. This was the Miami Springs Recreation Department's original staff. They moved into the Original Recreational Center that year, previously being located where the library is today.
- That year, Jim *started, implemented and coached* all team activities also known as "**A Ball Coach.**"
- Those Youth and Adult Sports Leagues included (And are known today as) T-Ball, Baseball, Basketball, Volleyball and Tennis leagues
- As the program grew, he enlisted volunteers and sponsors to help alleviate costs to the city. Through Jim's design and efforts, the city provided programs for teens, adults and co-ed sports at a state and local level, all that continue to this day.
- Along with the Youth Boys' Baseball team, Jim laid out **Peavy Field** with a chalk marker and string measuring the official distance between bases. This field is being used today for multiple T Ball and intermural Baseball games.
- Through Jim's recommendations, Joan Shelnut and Ray Stoltz were hired to carry on the programs after Jim was offered a position with **Dade County Parks and Recreation.**

**1997 to 2015:**

- Jim was an integral figure obtaining the **Miami Springs Golf Course** from Dade County. He sat in meetings with then Mayor Steve Clark, mayor of Dade County, Mayor John Cavalier and other members of council. After obtaining the golf course from the county, Jim became the interim manager, twice, and has helped in various areas concerning the course throughout the years, including the hiring of the current manager, Paul Odell.
- He also served as a **Miami Springs City Councilman** for two terms, with his primary focus on helping keep a healthy and productive environment for the children, families, and elderly residents of Miami Springs.
- Jim has carried through from the beginning of the recreation program until today, volunteering to help coach T Ball just recently.
- He is true "*recreator*" and continues serving Miami Springs through public service when asked to this day, even as he approaches his 82<sup>nd</sup> Birthday on April 10<sup>th</sup>, 2015.
  
- He is a pioneer of **seventy years** in this city.

- Jim spoke with Ted Hendricks on March 11, 2015. Ted requested to keep his number private. Below is an approved quote from Ted:

*“I went to the University of Miami and was a three time all American defensive end. I then went on to play in four Super Bowls, eight Pro Bowls and seven AFC title games and was elected to the National Football League Hall of Fame in 1990. All of this would not have happened without the valuable experiences and lessons I learned during my early years in the Miami Springs Rec Program. Coach Caudle taught us teamwork, concentration, determination, perseverance, the payoff of hard work and honed our skills to become better players.” – Ted Hendricks*

-----Original Message-----

From: Mayor Xavier Garcia

Sent: Monday, March 02, 2015 2:38 AM

To: Ron Gorland

Subject: Miami Springs Sports Hall of Fame: Letter nomination for Jim Caudle

Please help me make this happen... Thank you!

-Z

---

Sent: Monday, March 02, 2015 2:31 AM

To: Mayor Xavier Garcia

Subject: [Fwd: Letter nomination for Jim Caudle]

----- Original Message -----

Subject: Letter nomination for Jim Caudle

From: "Caudle, Chris" <[chris.c.caudle@medtronic.com](mailto:chris.c.caudle@medtronic.com)>

Date: Tue, November 26, 2013 7:14 am

To: "Mayor Garcia"

-----

Dear Mayor Garcia,

We would like to nominate my husband, our Father and Grandfather to the Miami Springs Recreation Department Hall of Fame.

Jim Caudle started at the Rec Dept. as a young college student attending the University of Miami on a baseball scholarship. His job was a Leader under Art Peavy [Director], Maryann Reid [Assistant Director]. At that time the program was held at the site where the library is now located.

In 1957 the Recreation program was moved to its new site at 1401 Westward Drive<x-apple-data-detectors://5>. He then moved up from Leader to Athletic Director at which time he developed programs such as first tee ball in dade county, tackle football, championship baseball teams, basketball, coed adult volleyball, sock-hops for teen-agers, summer camps for jr boys and girls, mens adult basketball leagues. Some of the programs are still being used today. He was also instrumental in getting the first lights installed at Prince Field and laid out the ball diamond at Peavy Field and Prince Field. He not only started the programs but coached every activity with the help of part-timers and volunteers.

He is the only original staff member living in Miami Springs today, he was and is proud to serve the City of Miami Springs in many ways as the years have shown. He is truly deserving of this nomination .

Thank you,

Judith Caudle

Kimberly,Kyle,Kelsi Kennedy

Dan, Megan Caudle

Chris,Lourdes,Jacob,Marley Caudle

J. Chris Caudle MS, MBA.  
District Manager-Miami, Fl.

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The City of Miami Springs is on Twitter<<http://www.twitter.com/miamispringsFL>> and has a website MiamiSprings-FL.Gov<<http://www.miamisprings-fl.gov>>

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



# AGENDA MEMORANDUM

**Meeting Date:** 5/11/2015

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

**Via:** Ron Gorland, City Manager

**From:** William Alonso, Assistant City Manager/ Finance Director

**Subject:** Bus Bench Contract Extension

**RECOMMENDATION:** Staff recommends that Council authorize the execution of a five year extension agreement with Martin Outdoor Media, Inc. for the City's seventeen (17) bus benches(see attachment A).

**DISCUSSION:** The City executed a contract with Martin Outdoor Media, Inc. in June 2000 (see attachment C) for the rental of its 17 bus benches citywide so that the media company could sell advertising on those benches. In addition to the monthly rental fee, the City also receives the use of two benches in locations to be determined by the City for the City's exclusive use. We have been executing 5 year extensions since June 2000, with the last extension being executed in February 2010 and expiring on May 31, 2015 (see attachment B). This agreement generates revenue for the City and it is recommended that the extension be approved. The new extension also prohibits political advertising on any of the city bus benches covered under this agreement.

Attachment D is a listing of the locations of the 17 benches.

**FISCAL IMPACT:** The City will receive approximately \$4500 annually under the new extension agreement.

**Submission Date and Time:** 5/6/2015 10:45 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head:	Dept./ Desc.: _____
Prepared by: <u>William Alonso</u>	Procurement: _____	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.:	Additional Funding: <u>n/a</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager:	Amount previously approved: \$ <u>-0-</u>
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ _____

Attachment A

(A)

Bus Bench Advertising  
Extension Agreement

The City of Miami Springs and Martin Outdoor Media, Inc. enter into this extension agreement dated \_\_\_ day of \_\_\_\_\_ 2015.

1. There currently exists a Bus Bench advertising agreement between the City of Miami Springs and Martin Outdoor Media, Inc. which expires on 5/3/2015. A copy of this agreement is attached as Exhibit No.1.
2. This agreement shall be extended for five (5) years. The new expiration date for this agreement shall now be that of 5/31/2020.
3. The revised fee payment schedule be as follows to wit:  
 Year 1 \$22.25/Bench/Month  
 Year 2 \$22.25/Bench/Month  
 Year 3 \$22.50/Bench/Month  
 Year 4 \$22.50/Bench/Month  
 Year 5 \$23.00/Bench/Month
4. The address for Martin Outdoor Media, Inc. is 150 NW 70<sup>th</sup> Avenue Ste.3, Plantation, Florida 35517.
5. Political advertising will not be permitted on any of the City's bus benches.
6. Except as notified herein all other covenants and agreements of the original Agreement attached as Exhibit No.1 shall remain in full force and effect.

City of Miami Springs

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

\_\_\_\_\_  
Witness Date

Martin Outdoor Media, Inc.

By: [Signature]

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Witness Date

Attachment B

(B)

Bus Bench Advertising  
Extension Agreement

The City of Miami Springs and Martin Outdoor Media, Inc. enter into this extension agreement dated 22 day of February 2010.

1. There currently exists a Bus Bench advertising agreement between the City of Miami Springs and Martin Outdoor Media, Inc. which expires on 5/31/2010. A copy of this agreement is attached as Exhibit No. 1.
2. This agreement shall be extended for five (5) years. The new expiration date for this agreement shall now be that of 5/31/2015.
3. The revised fee payment schedule shall be as follows to wit:
 

Year 1	\$20/Bench/Month	June - May 2011
Year 2	\$20/Bench/Month	June '11 - May 2012
Year 3	\$21/Bench/Month	June '12 - May 2013
Year 4	\$21/Bench/Month	June '13 - May 2014
Year 5	\$22/Bench/Month	June '14 - May 2015
4. The address for Martin Outdoor Media, Inc. is 151 NE 166<sup>th</sup> Street, Miami, Florida 33162.
5. Except as notified herein all other covenants and agreements of the original Agreement attached as Exhibit No.1 shall remain in full force and effect.

City of Miami Springs

[Signature]  
Witness \_\_\_\_\_ Date \_\_\_\_\_

By: [Signature]

Marilyn Newton 3/19/2010  
Witness \_\_\_\_\_ Date \_\_\_\_\_

Martin Outdoor Media

Witness \_\_\_\_\_ Date \_\_\_\_\_

By: [Signature]

Barbara A. Robinson 3/19/10  
Witness \_\_\_\_\_ Date \_\_\_\_\_

[Signature]  
Witness \_\_\_\_\_ Date 3/19/2010

Attachment 



**BUS BENCH ADVERTISING CONTRACT**

THIS AGREEMENT entered into this 1 day of June, 2000 by and between the CITY OF MIAMI SPRINGS, a Florida municipal corporation, hereafter referred to as "CITY" and MARTIN OUTDOOR MEDIA, INC., a Florida corporation, with its principal place of business located at 225 South 21<sup>st</sup> Avenue, Hollywood, FL 33020, hereinafter referred to as "ADVERTISER",

**WITNESSETH:**

WHEREAS, the CITY has control of and owns Seventeen (17) bus benches in various locations within its municipal boundaries for the convenience of its citizens; and,

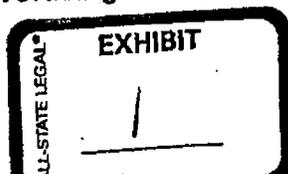
WHEREAS, the placement of bus benches within the CITY is a public service which fulfills a collateral public transportation need; and,

WHEREAS, the maintenance of the CITY'S benches contemplated by ADVERTISER involves a substantial investment by the aforesaid ADVERTISER over a period of years; and,

WHEREAS, the City Council of the CITY OF MIAMI SPRINGS has determined that it is in the best interests of the CITY and its citizens to allow the ADVERTISER to utilize the city benches for the display of appropriate advertising in exchange for the ADVERTISER'S maintenance of the seventeen (17) city benches that are the subject of this Contract and the payment of a monthly fee for the usage of each of the CITY'S bus benches;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. The CITY hereby grants to the ADVERTISER the right to display appropriate advertising on the CITY'S seventeen (17) existing bus



- benches (see listing of bench locations attached hereto as Exhibit A) upon the specific terms and conditions hereinafter delineated.
2. The ADVERTISER shall not be permitted to erect, place, or install any additional bus benches in the CITY.
  3. The ADVERTISER shall be solely responsible to maintain and keep the seventeen (17) CITY bus benches in good repair and condition at no cost or expense to the CITY. Additionally, each bench shall have a litter container, provided by the ADVERTISER, and the contents of said litter container will be collected and disposed of by the ADVERTISER three (3) times per week. The area surrounding the bench shall also be maintained by the ADVERTISER.
  4. The term of this Contract shall be for (5) years commencing on June 1, 2000, and terminating on May 31, 2005.
  5. During the term of this Contract, the ADVERTISER shall pay to the CITY OF MIAMI SPRINGS, in advance on the first day of each month, the following listed monthly amounts for each of the CITY'S seventeen (17) bus benches, to-wit:

FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
\$17.00	\$17.50	\$18.00	\$18.50	\$19.00
Per bench	Per bench	Per bench	Per bench	Per bench
Per month	Per month	Per month	Per month	Per month

- In addition, ADVERTISER agrees to provide two (2) bus benches in locations to be determined by the CITY which shall be used for the sole and exclusive discretion of the CITY
6. The CITY shall in no way be liable to ADVERTISER for any monies or compensation for the use of such benches at any location within the CITY, and the sole compensation to be derived by ADVERTISER is that which may be derived from such advertising as will appear on such benches. Further, ADVERTISER, shall in

no way be liable to CITY for any rentals, monies, profits or returns derived from any of the bus bench advertising, nor shall ADVERTISER be made to account for any of the monies or other income that may be derived by ADVERTISER from such bus bench advertising. Additionally, ADVERTISER hereby agrees to indemnify and hold the CITY harmless from any and all claims which might be made against ADVERTISER or the CITY by any person, firm or corporation entering into any Contract with ADVERTISER for advertising on such benches.

7. The ADVERTISER will be furnishing the CITY with new bus benches which will be constructed and maintained in accordance with the diagram attached hereto as Exhibit B. None of the benches in the CITY shall be more than forty-two inches (42") in height, nor more than eighteen inches (18") in depth, nor more than six feet (6') long. The advertising on the back of the bench shall not exceed twenty-four (24") in height.
8. At all times, ADVERTISER shall maintain the benches in a safe condition and shall make periodic inspections to ascertain that all benches are safe and in good condition.
9. The ADVERTISER agrees that the Florida Department of Transportation "Comfort and Convenience Benches - Uniform Guidelines", as amended from time to time, shall be implemented as a part of this Contract. A copy of the current "Comfort and Convenience Benches - Uniform Guidelines" is hereby made a part hereof by this reference.
10. The ADVERTISER hereby covenants to maintain public liability insurance in the minimum amount of \$1,000,000 combined single limit coverage during the term of this contract. This insurance shall protect the CITY and ADVERTISER against any and all losses or damages claimed as a result of the maintenance and usage of the bus benches in the CITY. The liability insurance policy shall name

the CITY OF MIAMI SPRINGS as an additional insured and loss payee, and a copy of said policy shall be supplied to the CITY by the ADVERTISER for the CITY'S approval.

11. In addition to the foregoing provision, the ADVERTISER shall indemnify and hold the CITY harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted or claimed against the CITY by reason of any property damage or bodily injury, including death, sustained by any person whose claim, demand, suit, loss, cost, expense or damage arose out of, or is incidental to, or in any way connected with, this Contract, the condition, use, maintenance, replacement or operation of the bus benches which are the subject of this Contract, the act or omission of ADVERTISER or of ADVERTISER'S agents, servants or employees. This covenant, providing for indemnification of the CITY, shall also include indemnification for the CITY'S officers, employees and representatives, and shall include, but not be limited to any damages, costs, or legal fees which are incident to any lawsuits brought against the City in regard to the subject matter and implementation of this Contract.
12. The ADVERTISER agrees to remove any language, design, or advertising that the CITY, in its sole and exclusive discretion, deems to be immoral, obscene, or lascivious. It is further agreed that if the CITY and the ADVERTISER disagree as to whether the objectionable language, design, or advertising is immoral, obscene, or lascivious, the judgment of the CITY shall prevail, and the ADVERTISER must abide by the CITY'S demand for removal.
13. The ADVERTISER agrees to remove any "graffiti" that may be placed on the subject benches within five (5) days of notification from CITY.
14. There shall be no advertisement or sign of any bus bench that shall display the words, "Stop", "Look", "Danger", or any other word,

- phrase, symbol of character that may interfere with, mislead, or distract traffic.
15. Any and all violations of this Contract shall be brought to the attention of the parties hereto by the party who charges said violation and a notice in writing shall be directed to the one charged with said violation to cease such violation within ten (10) days from the receipt of said notice. In the event this Contract is cancelled because of a violation by ADVERTISER, ADVERTISER does hereby agree to indemnify CITY for any damages suffered as a result thereof.
  16. Neither party shall attempt to terminate or cancel this Contract, whether by court action or otherwise, without having provided the other party with sixty (60) days written notice of any alleged violation hereof, together with a demand that such violation be cured within an allotted time as deemed reasonable by the CITY, taking into account the nature of the violation.
  17. Notwithstanding anything contained herein to the contrary, CITY shall have the unilateral right to cancel and terminate this Contract within ten (10) days of the CITY being advised that ADVERTISER has become insolvent by being unable to pay its debts when they become due and payable or by having the amount of its liabilities exceed the amount of its assets, or if the ADVERTISER commits an act of bankruptcy, makes a general assignment for the benefit of creditors, or if there is filed by or against the ADVERTISER a voluntary or involuntary petition in bankruptcy or for the appointment of a receiver or if ADVERTISER commences, under any law, an action related to bankruptcy, insolvency, reorganization or relief from debtors.
  18. This Contract shall not be assignable by ADVERTISER without the express written consent of the CITY. For the purpose of this Paragraph, any sale or transfer of 51% of the share or assets of the

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2010

**PRODUCER**  
Advanced Ins. U/W - Dept 30  
3250 N. 29th Ave  
Hollywood, FL 33020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Martin Mercy  
151 NE 166th Street  
Miami, FL 33162

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Nautilus Insurance Company</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	BR490217	02/04/2010	02/04/2011	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$Excluded
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$2,000,000
		AUTOMOBILE LIABILITY				PRODUCTS - COM/OP AGG	\$2,000,000
		<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		GARAGE LIABILITY				OTHER THAN AUTO ONLY: EA ACC	\$
		<input type="checkbox"/> ANY AUTO				AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Certificate Holder is included as Additional Insured.

**CERTIFICATE HOLDER**

City of Miami Springs  
201 Westward Drive  
Miami, FL 33166

**CANCELLATION 10 Days for Non-Payment**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Charlotte Floyd*

# ACORD ADDITIONAL INTEREST

DATE (MM/DD/YYYY)

12/1/2009

AGENCY Advanced Insurance Underwriter LLC 3250 North 28th Avenue Hollywood FL 33020-1313	PHONE (A/C, No, Ext): (954) 416-9712 FAX (A/C, No, Ext): (954) 416-9713	APPLICANT (First Named Insured) Martin Outdoor Media, Inc. 151 N.E. 166th Street Miami FL 33162	PHONE (A/C, No, Ext): (305) 655-0822
CODE:	SUB CODE:	EFFECTIVE DATE: 01/02/2010	EXPIRATION DATE: 01/02/2011
AGENCY CUSTOMER ID: 82218		POLICY NUMBER:	
		ACCOUNT NUMBER:	

INTEREST	RANK: 0	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input checked="" type="checkbox"/>		City of Hialeah 501 Palm Avenue, Suite #310 Hialeah FL 33010			LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
ITEM DESCRIPTION:					

INTEREST	RANK: 0	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input checked="" type="checkbox"/>		City of Lauderdale Lakes 4300 N.W. 36th Street Fort Lauderdale FL 33319-5599			LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
ITEM DESCRIPTION:					

INTEREST	RANK: 0	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input checked="" type="checkbox"/>		City of Miami Springs City Manager 201 Westward Drive Miami Springs FL 33166-			LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
ITEM DESCRIPTION:					

INTEREST	RANK: 0	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input checked="" type="checkbox"/>		City of North Lauderdale 701 S.W. 71st Avenue North Lauderdale FL 33068-			LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
ITEM DESCRIPTION:					

INTEREST	RANK: 0	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input checked="" type="checkbox"/>		City of North Miami Transportation Manager 776 N.E. 125th Street North Miami FL 33161-			LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
ITEM DESCRIPTION:					

INTEREST	RANK: 0	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input checked="" type="checkbox"/>		City of North Miami Beach City Manager 17011 N.E. 19th Avenue North Miami Beach FL 33162-			LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
ITEM DESCRIPTION:					

INTEREST	RANK: 0	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input checked="" type="checkbox"/>		City of Oakland Park City Manager 3650 N.E. 12th Avenue Oakland Park FL 33334-			LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
ITEM DESCRIPTION:					

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# Attachment D

MS-01 NW 36th St 60 ft W/O Sheridan St NS  
MS-02 NW 36th St 10 ft E/O East Dr NS  
MS-03 NW 36th St 10 ft E/O Minola Dr NS  
MS-04 NW 36th St 10 ft E/O South Dr NS  
MS-05 NW 36th St 50 ft W/O Palmetto Dr NS  
MS-06 NW 36th St 15 ft E/O NW 5300 Blk NS  
MS-07 NW 36th St 5 ft W/O Hugh Frank Dr NS  
MS-08A NW 36th St 10 ft E/O NW River Dr NS  
MS-08B NW 36th St 15 ft E/O NW River Dr. NS  
MS-09A NW 36th St 170 ft E/O Curtiss Pkwy NS  
MS-09B NW 36th ST 170 ft E/O Curtiss Pkwy NS  
MS-10A Le Jeune 70 ft N/O NW 36th St ES  
MS-10B Le Jeune 70 ft N/O NW 36th St ES  
MS-11A NW 36th St 60 ft W/O Le Jeune NS  
MS-11B NW 36th St 60 ft W/O Le Jeune NS  
MS-12A NW 36th St 15 ft W/O Lee Dr NS  
MS-12B NW 36th St 28 ft W/O Lee Dr NS