



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

**Mayor Billy Bain**

**Vice Mayor Bob Best**  
**Councilwoman Mara Zapata**

**Councilwoman Maria Puente Mitchell**  
**Councilman Jaime Petralanda**

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

### **CITY COUNCIL REGULAR MEETING AGENDA**

**Monday, April 17, 2017 – 7:00 p.m.**

**Rebeca Sosa Theater, Community Center, 1401 Westward Drive**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Petralanda  
  
**Salute to the Flag:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Awards & Presentations:**
  - A) Presentation by Jose Fuentes, City Lobbyist, on Status of Annexation
- 4. Open Forum:** Persons wishing to speak on items of general city business, please sign the register located on the speaker's stand before the meeting begins. This portion of the meeting also includes any pre-screened video submittals.
- 5. Approval of Council Minutes:**
  - A) March 27, 2017 – Regular Meeting
- 6. Reports from Boards & Commissions: None.**
- 7. Public Hearings: None.**
- 8. Consent Agenda: (Funded and/or Budgeted):**
  - A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Pursuant To Section 31-11 Of The City Code Of Ordinances, Approving A Purchase Order To HG Construction And Development For Emergency Sidewalk Repairs, Via City Of West Miami Bid# 2016-10032016, In The Amount Of \$12,899.21; Authorizing The City Manager To Execute The Purchase Order And To Expend Budgeted Funds In Furtherance Hereof; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Pursuant To Section 31-11 Of The City Code Of Ordinances, Approving The Purchase From Distreebutors, Inc. Of Various Trees For Planting Throughout The City, Via Miami-Dade County Contract #1298-1/21-1, In An Amount Not To Exceed \$50,000.00; Authorizing The City Manager To Execute The Purchase Order And To Expend Budgeted Funds In Furtherance Hereof; Providing For Implementation; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Proposal From Roth Southeast Lighting, LLC For Air Conditioning System Upgrades At The Miami Springs Recreational Center In The Amount Of \$15,345.00; Providing For Authorization; Providing For Expenditure Of Budgeted Funds; Providing For Implementation; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Increase To The Work Order With Ballpark Maintenance, Inc. For Additional Repairs To Stafford Park; Authorizing The Expenditure Of Budgeted Funds In Furtherance Hereof; Providing For Implementation; And Providing For An Effective Date

E) Recommendation by Finance that Council approve an expenditure to the Miami Springs FOP Lodge No. 11 in the amount of \$2,000 for the Stafford Golf Tournament to be Held at the Golf Course on May 5, 2017 as funds were approved in FY 2016/2017 Budget

**9. Old Business: None.**

**10. New Business:**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Issuance Of City Of Miami Springs, Florida, Capital Improvement Revenue Note, Series 2017, In The Not To Exceed Principal Amount Of \$448,500.00 To Finance Certain Capital Improvements; Providing That Such Note Shall Be A Limited Obligation Of The City Payable From Pledged Revenues As Provided Herein; Providing For The Rights, Securities And Remedies For The Owner Of Such Note; Making Certain Covenants And Agreements In Connection Therewith; Designating The Note For The Exception For Certain Tax-Exempt Obligations Contained In Section 265 Of The Internal Revenue Code Of 1986, As Amended; Providing For Additional Miscellaneous Terms; Providing For Severability; Providing For Conflicts; Providing For Implementation; And Providing For An Effective Date

B) Appointment of Representative and alternate Representative to the Miami-Dade County League of Cities

**11. Other Business: None.**

**12. Reports & Recommendations:**

A) City Attorney

B) City Manager

C) City Council

### 13. Adjourn

Please visit [www.miamisprings-fl.gov](http://www.miamisprings-fl.gov) for current meeting schedule or follow us on  Twitter @MIAMISPRINGSFL

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

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

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

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

City Council Meeting

Regular Meeting Minutes

Monday, March 27, 2017 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 7:05 p.m.

Present were the following:

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

City Manager/Finance Director William Alonso  
City Attorney Dan Espino  
City Clerk Erika Gonzalez-Santamaria  
Assistant to City Manager Tammy Romero  
Chief Armando Guzman

2. **Invocation:** Offered by Mayor Garcia

**Salute to the Flag:** Members of the All Angels Academy led the Pledge of Allegiance and Salute to the Flag

3. **Awards & Presentations:**

A) Presentation of Certificate of Sincere Appreciation Plaque to Police Officer Ray Buckner in Recognition of 27 Years and 3 months of Dedicated Service to the City of Miami Springs

**Mayor Garcia requested that Councilwoman Buckner present the service plaque to Officer Buckner. Councilwoman Buckner presented Officer Buckner with a plaque recognizing his years of service to the City. Chief Guzman also expressed his gratitude for his years and service and wished him much luck in his retirement.**

- B) Swearing in Ceremony for Police Officer Jacob C. Dweck

**After welcoming remarks, Chief of Police Armando Guzman shared several words on trainee Dweck and then administered the Oath of Office to Police Officer Jacob Dweck.**

C) Swearing in Ceremony for Police Officer Albert J. Vargas

**Chief of Police Armando Guzman shared several words on trainee Vargas and then administered the Oath of Office to Police Officer Albert Vargas.**

D) Swearing in Ceremony for Police Officer Justin B. Robbins

**Chief of Police Armando Guzman explained that Officer Robbins was previously a Miami Springs Officer and shared how much he missed being a part of the MS community and requested to return. Chief Guzman administered the Oath of Office to Police Officer Justin Robbins.**

E) Presentation of Recognition to Anne Grimm who turns 100 years old on April 7<sup>th</sup> and has lived in Miami Springs since 1950

**Mayor Garcia presented Ms. Grimm with her certificate. Ms. Grimm accepted her award and thanked the City for the recognition.**

F) Proclamation Presentation to Bryan Fernandez-Cornejo for his work on spreading Autism Awareness

**Mayor Garcia recognized Bryan Fernandez-Cornejo and presented him with a proclamation announcing March 27, 2017 at Bryan Fernandez-Cornejo Day.**

G) Miami Springs Senior High Presentation

**Melanie Man-Oden, Miami Springs Senior High School teacher and Craig Jay, Athletic Director for the High School, announced that the Miami Springs High School was bringing back the swim team. They requested that the Council authorize the MSSH Swim Team to use the aquatic facility for training and practice.**

**Councilman Best moved to authorize the MSSH swim team the use of the aquatic facility and to waive the cost of the facility. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

H) Key Presentation by Mayor Garcia

**Mayor Garcia presented the Key to the City to Michael Gavila. He stated that Mr. Gavila has been a prime example of the achievements of an individual with autism. The Mayor explained how much Mr. Gavila has overcome throughout the years to live on his own, work at a job and being responsible for his day to day activities. He stated that Mickey is special to him and like a brother he never had.**

- l) Yard of the Month for April 2017 – Manuel Gonzalez – 250 Lawn Way

**Mr. Gonzalez was unable to attend the meeting to accept his award for yard of the month. Mayor Garcia congratulated him for his efforts in maintaining his front yard.**

4. **Open Forum:** None at this time.

5. **Approval of Council Minutes:**

- A) March 13, 2017 - Regular Meeting

**Councilman Bain moved to approve the minutes of March 13, 2017. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

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

7. **Public Hearings:** None at this time.

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

A) **Resolution** – A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN INCREASE OF \$10,000.00 TO A PURCHASE ORDER WITH RMET HOLDINGS, INC. F/K/A GOLD COAST BEVERAGE DISTRIBUTORS, INC. FOR THE CITY'S GOLF SHOP BEVERAGES FOR AN OVERALL VALUE OF \$20,000.00; WAIVING COMPETITIVE BIDDING; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

B) **Resolution** – A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN INCREASE OF \$10,000.00 TO A PURCHASE ORDER WITH QUALITY ACQUISITION COMPANY, LLC A/K/A QAC, LLC D/B/A EAGLE BRANDS FOR THE CITY'S GOLF SHOP BEVERAGES FOR AN OVERALL VALUE OF \$20,000.00; WAIVING COMPETITIVE BIDDING; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

**City Manager Alonso read each Consent Agenda by title for the record.**

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

9. **Old Business:** None at this time.

**10. New Business:**

A) **Resolution** – A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FACILITY AGREEMENT WITH BRENDA KNIGHT, A LICENSED FRANCHISEE OF JAZZERCISE, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

**City Manager Alonso read the Resolution by title for the record.**

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

B) **Resolution** – A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AWARDED REQUEST FOR PROPOSAL NO. 02-16/17, "WESTWARD DRIVE BIKE PATH PROJECT," TO MAGGOLC, INC., THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO MAGGOLC, INC. FOR THE CONSTRUCTION OF THE WESTWARD DRIVE BIKE PATH PROJECT IN AN AMOUNT NOT TO EXCEED \$1,130,230.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH NEXT LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER SUCCESSIVELY, IF AN AGREEMENT CAN NOT BE REACHED WITH THE HIGHEST BIDDER; AUTHORIZING EXPENDITURE OF FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

**City Manager Alonso read the Resolution by title for the record.**

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

C) Tom Curtis Request for earlier Circle Closure and Teen Area

**City Manager read the staff memo for the record.**

**Tom Curtis requested for the circle closure to be earlier than last year and to add a teen area on Canal Street.**

**Vice Mayor Petralanda moved to approve the closure of the circle at 1:00 p.m. on Friday, April 21st. Councilman Best seconded the motion, which failed 2-3 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best voting Yes Councilman Bain, Councilwoman Buckner and Mayor Garcia voting No.**

**Mayor Garcia confirmed that the Circle will close as it has done previously in the past, at 2:00 p.m. The Mayor also stated that the details for the teen area will remain under discussion among the City Manager and Chief of Police.**

**11. Other Business:**

A) Discussion of Wyndham ground breaking event as requested by Vice Mayor Petralanda

**Vice Mayor Petralanda inquired from the City Manager as to why the City Council were not informed of the Wyndham ground breaking event several weeks prior. The City Manager explained that the invite was only extended to the Mayor and that the Mayor asked him to attend as well. Mayor Garcia explained that there are events that only the Mayor is invited to and not the entire Council. Vice Mayor Petralanda explained that the City Council should be aware of everything that is going on in the City. He inquired from the City Attorney if a resolution is needed to have the City Manager report all events to Council and the City Attorney explained that it is a policy setting item that can either be stated at the request of Council. Councilman Best stated it was unnecessary to have this item on the agenda for discussion. The Mayor informed the Council that there has never been a policy to have the City Manager informs all members of Council of all private events and any events he attends. The Mayor recommended that Vice Mayor Petralanda provide suggestions on how to improve the notification process from City Manager to Council at an upcoming council meeting.**

**12. Reports & Recommendations:**

A) City Attorney

City Attorney Espino thanked all the members of Council for their confidence and having the opportunity to working with all of the current members and looks forward to working with the new City Council.

B) City Manager

The City Manager reminded the City Council and the public that early voting is taking place on March 31<sup>st</sup> and April 1<sup>st</sup>. He stated that the General Election is April 4<sup>th</sup> to go out and vote. He thanked the Council and working for with all of them was a pleasure. He wished all candidates luck.

C) City Council

Councilwoman Buckner suggested that the Easter Egg Hunt be more organized due to parents hunting eggs for their kids. She stated she will wait until the next meeting for her farewell.

Vice Mayor Petralanda had no report at this time.



Councilman Best stated that he and Vice Mayor will be attending Dade Days in Tallahassee. He is looking forward to supporting many initiatives on the table this session. He inquired on the accident that happened on Albatross a few weeks ago, the City Manager had not heard on the status of the two victims that survived the accident. He also stated that he refereed a little league game last week and enjoyed it very much. He thanked the Chief for his leadership and how quick he is able to recruit wonderful officers. He stated election is coming up and he thanked the citizens of Miami Springs for allowing him to serve another two years.

City Attorney Espino stated that he will also be attending Dade Days and looks forward to assisting the members attending on meeting with state representatives. He mentioned that there is a slight change in the tabulation of ballots this election. City Clerk Gonzalez stated that the tabulation of this election will be done at the Elections Department rather than onsite at the Country Club polling location as it is traditionally done. She also mentioned that in its place the City Manager will be at the polling location while the City Clerk is at Elections Department transmitting the results via the cell phone and the Elections website.

Councilman Bain had no report at this time.

Mayor Garcia reminded everyone to go out and vote. He commended the folks running for council. He also stated that the biggest news this evening was the City having a high school swim team. He also thanked the Council for waiving the fees necessary for the swim team to have a place to practice.

### **13. Adjourn**

There being no further business to be discussed the meeting was adjourned at 8:48 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 13th day of April, 2017.*

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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.



# AGENDA MEMORANDUM

**Meeting Date:** 3/27/2017

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

**Via:** William Alonso, City Manager/Fin. Director

**From:** Tom Nash, Public Works Director

**Subject:** Emergency Sidewalk Repair (Various Locations)

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to HG Construction and Development, utilizing City of West Miami under Bid # 2016-10032016 (attached), in an amount not to exceed \$12899.21, for emergency sidewalk repairs at various locations as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code and available funding utilizing the City's existing CITT fund.

**DISCUSSION:** Removal and replacement of existing damaged sidewalks and grading of swale to match existing elevations of ADA ramps at various locations throughout the city.

**FISCAL IMPACT:** Funds are available utilizing CITT

**Submission Date and Time:** 3/22/2017 11:08 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <u>[Signature]</u>	Dept./Desc.: <u>CITT</u>
Prepared by: <u>Nicolle Rodriguez</u>	Procurement: <u>Vicky Panoff</u>	Account No.: <u>135-0902-541-4600</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>12899.21</u>
		Total vendor amount: \$ <u>12899.21</u>



# Invoice

Date 2/14/2017  
Invoice # 1872

**Bill To**

City of Miami Springs  
345 N. Royal Poinciana Blvd  
Miami Springs, FL 33166

**Ship To**

Retrofit Sidewalks for  
ADA Compliance  
Miami Springs,, FL

P.O. No.	Terms	Ship Date
	Net 10 Days	2/14/2017

Description	Amount
Concrete sidewalk additional work (See attached list for locations)	11,216.70
15% Overhead & Profit	1,682.51

<b>Total</b>	\$12,899.21
<b>Pymnts/Credits</b>	\$0.00
<b>Balance Due</b>	\$12,899.21

7003 North Waterway Drive, Suite # 218  
Miami, Florida 33155  
Tel: 786-845-8999 Fax: 305-424-9334

*Thank you for your business*

Miami Springs Concrete Sidewalk Additional Work  
 FIELD DIRECTIVE

2/13/2017

#4

<u>Location</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
OAKWOOD DR & SHERIDAN DR SW	CONCRETE	200 sq. ft.	\$ 5.25	\$ 1,050.00
OAKWOOD DR & SHERIDAN DR NE	CONCRETE	25 sq. ft.	\$ 5.25	\$ 131.25
OAKWOOD DR & KENMORE DR SE	CONCRETE	55 sq. ft.	\$ 5.25	\$ 288.75
ROYAL POINCIANA & RAGAN DR SW	CONCRETE	25 sq. ft.	\$ 5.25	\$ 131.25
LA BARON DR & RAGAN DR SW	CONCRETE	60 sq. ft.	\$ 5.25	\$ 315.00
LABARON DR & LEE DR SE	CONCRETE	25 sq. ft.	\$ 5.25	\$ 131.25
FAIRWAY DR & PALMETTO DR SW	CONCRETE	75 sq. ft.	\$ 5.25	\$ 393.75
FAIRWAY DR & PALMETTO DR NW	CONCRETE	50 sq. ft.	\$ 5.25	\$ 262.50
FAIRWAY DR & DEER RUN NE	CONCRETE	75 sq. ft.	\$ 5.25	\$ 393.75
LA BARON DR & PALMETTO DR NW	CONCRETE	75 sq. ft.	\$ 5.25	\$ 393.75
LA BARON DR & PALMETTO DR NE	CONCRETE	70 sq. ft.	\$ 5.25	\$ 367.50
LA BARON DR & DE SOTO DR NW	CONCRETE	24 sq. ft.	\$ 5.25	\$ 126.00
LA BARON DR & LAVILLA DR SW	CONCRETE	32 sq. ft.	\$ 5.25	\$ 168.00
OAKWOOD DR & MOKENA DR SE	CONCRETE	25 sq. ft.	\$ 5.25	\$ 131.25
OAKWOOD DR & EAST DR SW	CONCRETE	110 sq. ft.	\$ 5.25	\$ 577.50
OAKWOOD DR & EAST DR SE	CONCRETE	25 sq. ft.	\$ 5.25	\$ 131.25
OAKWOOD DR & FORREST SW	CONCRETE	100 sq. ft.	\$ 5.25	\$ 525.00
OAKWOOD DR & RAGAN DR SE	CONCRETE	175 sq. ft.	\$ 5.25	\$ 918.75
ACADEMY FOR INTERNATIONAL EDUCATION NW	CONCRETE	120 sq. ft.	\$ 5.25	\$ 630.00
1199 OAKWOOD DR	CONCRETE	255 sq. ft.	\$ 5.25	\$ 1,338.75
599 LEE DR	CONCRETE	75 sq. ft.	\$ 5.25	\$ 393.75
OAKWOOD DR & RAGAN	LEVEL & RESTORE	324 sq. ft.	\$ 2.15	\$ 696.60
OAKWOOD DR & SHERIDAN DR	LEVEL & RESTORE	129 sq. ft.	\$ 2.15	\$ 277.35
5399 FAIRWAY DR & HUGH FRANK	CONCRETE	275 sq.ft.	\$ 5.25	\$ 1,443.75
			\$	<b>11,216.70</b>

**RESOLUTION NO. 2017 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, PURSUANT TO SECTION 31-11 OF THE CITY CODE OF ORDINANCES, APPROVING A PURCHASE ORDER TO HG CONSTRUCTION AND DEVELOPMENT FOR EMERGENCY SIDEWALK REPAIRS, VIA CITY OF WEST MIAMI BID# 2016-10032016, IN THE AMOUNT OF \$12,899.21; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Miami Springs (the “City”) is in need of removing and replacing damaged sidewalks and grading of swales to match existing elevations at 1501 Lenape Drive, 1230 North Royal Poinciana Boulevard, 1216 Ibis Avenue, 600 Lawn Way, 565 South Drive, 632 South Drive, 599 Lee Drive, 1199 Oakwood Drive, and Middle School on Darkwood (collectively, the “Emergency Repair Areas”); and

**WHEREAS**, Section 31-11 of the City Code of Ordinances permits the procurement of goods and services under the provision of other state and local bids and contracts, provided that: (a) the terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City; (b) the bid or contract is in force prior to the proposed purchase; and (c) the purchasing agent has determined that the goods or services are in the best interests of the City; and

**WHEREAS**, pursuant to City of West Miami Bid# 2016-10032016 (the “West Miami Bid”), the City of West Miami has an agreement with HG Construction and Development for the construction of various sidewalk segments in West Miami ; and

**WHEREAS**, staff has recommended that it is in the City's best interest for the City Council to approve a purchase order to HG Construction and Development using the West Miami Bid in the amount of \$12,899.21, for removing and replacing damaged sidewalks and grading of swales to match existing elevations for the Emergency Repair Areas, payable from funds held in reserves, which shall be reimbursed by the City's property insurance carrier.

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

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The purchase order, attached hereto as Exhibit "A" (the "Purchase Order"), which is incorporated herein and made a part hereof by this reference, to HG Construction and Development using the West Miami Bid in the amount of \$12,899.21, for removing and replacing damaged sidewalks and grading of swales to match existing elevations for the Emergency Repair Areas is hereby approved.

**Section 3. Authorization.** The City Manager is hereby authorized to execute the Purchase Order and expend reserve funds in furtherance hereof. It is acknowledged that the City shall be reimbursed the expended funds by the City's property insurance carrier.

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

**Section 5. Effective Date.**

This Resolution shall become effective immediately upon adoption.

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

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

PASSED AND ADOPTED this 17<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
BILLY BAIN, MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, MMC  
CITY CLERK

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

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





# AGENDA MEMORANDUM

**Meeting Date:** 4/17/2017  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager  
**From:** Tom Nash, Public Works Director  
**Subject:** Tree planting city wide

## RECOMMENDATION:

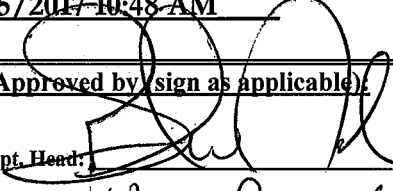



Recommendation by Public Works that Council authorize the issuance of a Purchase Order to DisTREEbutors, Inc., utilizing Miami Dade County contract #1298-1/21-1 (attached), in an amount not to exceed \$50,000.00, for the purchase, delivery and installation of various trees throughout the city as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code.

## DISCUSSION:

Public Works selected and supervised the city wide street tree planting of the listed material for the fiscal year 16-17.

- |                    |                      |
|--------------------|----------------------|
| 1. Laurel Oak      | 6. Yellow Cassia     |
| 2. Live Oak        | 7. Mahogany          |
| 3. Yellow Elder    | 8. Japanese Fern     |
| 4. Orchid Tree     | 9. Silver Buttonwood |
| 5. Royal Poinciana |                      |

**Submission Date and Time:** 4/5/2017 10:48 AM

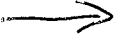
<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: <u>Streets dept. for trees</u>
Prepared by: <u>Nicolle M. Rodriguez</u>	Procurement: 	Account No.: <u>001-5402-541-3409</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
		Current request: \$ <u>50,000</u>
		Total vendor amount: \$ <u>50,000</u>



**CONTRACT AWARD SHEET**  
**Internal Services Department**  
**Procurement Management Services**

*Bid No. 1298-1/21-1*  
*Award Sheet*

Procurement Management Services DIVISION



BID NO.: 1298-1/21-1

PREVIOUS BID NO.:

TITLE: PLANT MATERIAL & TREE SERVICES PRE-QUAL

CURRENT CONTRACT PERIOD: 03/01/2017 through 02/28/2022

Total # of OTRs: 1

**MODIFICATION HISTORY**

*Bid No. 1298-1/21-1*

*Award Sheet*

**DPM Notes**

**APPLICABLE ORDINANCES**

LIVING WAGE: Yes                      UAP: No                      IG: No

OTHER APPLICABLE ORDINANCES:

**CONTRACT AWARD INFORMATION:**

<u>No</u> Local Preference	<u>No</u> Micro Enterprise	Full Federal Funding	<u>No</u> Performance Bond
Small Business Enterprise (SBE)	PTP Funds	Partial Federal Funding	<u>No</u> Insurance
Miscellaneous:			

REQUISITION NO.:

PROCUREMENT AGENT: **Jennyfer Calderon**

PHONE: 305 375-5312                      FAX:                      EMAIL: JCALDER@MIAMIDADE.GOV

VENDOR NAME: DISTREEBUTORS INC  
 DBA:  
 FEIN: 651135295 SUFFIX: 01 33018  
 STREET: 17121 NW 137TH AVE CITY: HIALEAH GARDENS ST: FL ZIP:  
 FOB TERMS: DEST-P DELIVERY:  
 PAYMENT TERMS: NET14 TOLL PHONE: -

**VENDOR INFORMATION:**

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Bid Pref. Goal
		Vendor Record
		Verified?

\*\*\*\*\*

**Vendor Contacts:**

Name	Phone1	Phone2	Fax	Email Address
MARCOS URRA	305-5518208	-	305-5518099	customerservice@distreebutors.com

VENDOR NAME: TROPICAL FALLS INC  
 DBA:  
 FEIN: 651249152 SUFFIX: 01 33177  
 STREET: 21401 sw 127 ave CITY: miami ST: FL ZIP:  
 FOB TERMS: DEST-P DELIVERY:  
 PAYMENT TERMS: NET14 TOLL PHONE: -

**VENDOR INFORMATION:**

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Bid Pref. Goal
		Vendor Record
		Verified?

\*\*\*\*\*

**Vendor Contacts:**

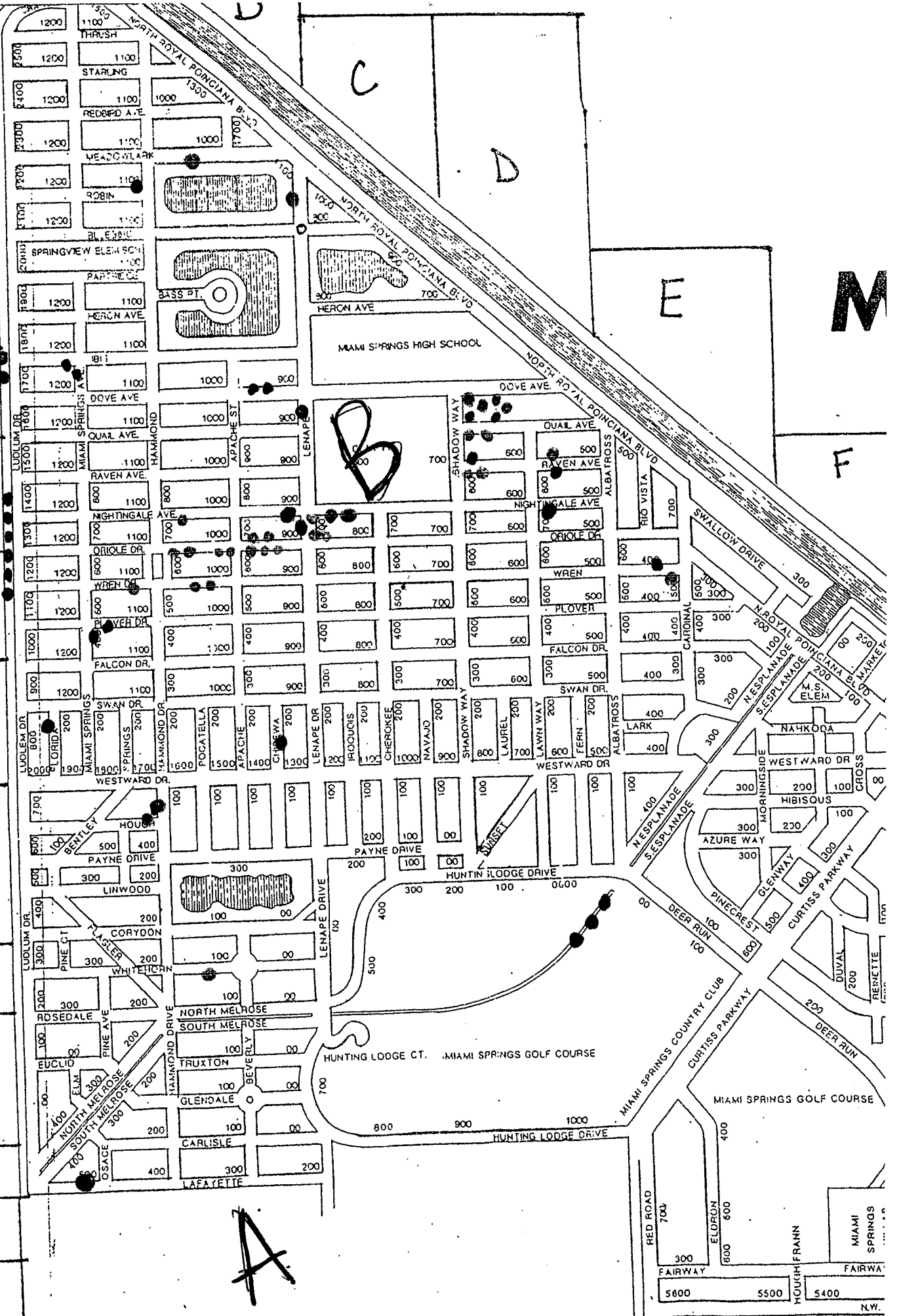
Name	Phone1	Phone2	Fax	Email Address
David A Bryan	305-5253884	-	-	Tropicalfalls@aol.com

## 2017 STREET TREE PLANTING

House #	Street	Tree	Qty	Map	Column1
209	Chippewa St	Yellow Elder	1	B	x
961	Dove Ave	Laurel Oak	1	B	x
971	Dove Ave	Laurel Oak	1	B	x
	Dove Peavy Park	Mahogany	3	B	
	Dove Peavy Park	Royal Poinciana	3	B	
504	East Dr	Live Oak	1	C	x
1	Hough Dr	Japanese Fern	2	A	x
1200	Ibis Ave	Laurel Oak	2	B	x
515	Lafayette Dr	Laurel Oak	1	A	x
1140	Lenape Dr	Japanese Fern	1	B	x
721	Lenape Dr	Live Oak	2	B	x
751	Lenape Dr	Live Oak	2	B	x
	Ludlam & Ibis - Canal side	Japanese Fern	2	B	x
	Ludlam Bike Path	Silver Buttonwood	6		
1040	Meadowlark Ave	Live Oak	1	B	x
905	Minola Dr	Live Oak	1	C	x
791	Morningside Dr	Live Oak	1	C	x
	N. Esplanade & Deer Run	Yellow Elder	3		
248	Navarre Dr	Live Oak	1	C	x
1070	Nightingale Ave	Live Oak	1	B	x
570	Nightingale Ave	Orchid Tree	1	B	x
840	Nightingale Ave	Mahogany	1	B	x
870	Nightingale Ave	Mahogany	1	B	x
902	Nightingale Ave	Laurel Oak	2	B	x
1000	Oriole Ave	Live Oak	2	B	
1020	Oriole Ave	Live Oak	2	B	
910	Oriole Ave	Live Oak	1	B	
950	Oriole Ave	Live Oak	1	B	
951	Oriole Ave	Live Oak	1	B	
970	Oriole Ave	Live Oak	1	B	
991	Oriole Ave	Live Oak	1	B	
1170	Plover Ave	Laurel Oak	2	B	x
650	Quail Ave	Live Oak	1	B	x
670	Quail Ave	Live Oak	1	B	x
551	Raven Ave	Live Oak	1	B	x
560	Raven Ave	Laurel Oak	1	B	x
660	Raven Ave	Live Oak	1	B	x
670	Raven Ave	Live Oak	1	B	x
671	Raven Ave	Laurel Oak	1	B	x
1103	Robin Ave	Laurel Oak	1	B	x
524	South Dr	Laurel Oak	1	C	x
1250	Swan Ave	Yellow Cassia	1	B	x
140	Whitethorn Dr	Live Oak	1	A	x
1060	Wren Ave	Live Oak	1	B	
1110	Wren Ave	Live Oak	1	B	
410	Wren Ave	Live Oak	1	B	x
411	Wren Ave	Laurel Oak	1	B	x
971	Wren Ave	Live Oak	1	B	
1030	Wren Ave	Live Oak	1	B	

Tree	Cost	QTY	Total
Laurel Oak	\$ 365.00	14	\$ 5,110.00
Live Oak	\$ 950.00	30	\$ 28,500.00
Yellow Elder	\$ 375.00	4	\$ 1,500.00
Orchid Tree		1	\$ -
Royal Poinciana	\$ 425.00	3	\$ 1,275.00
Yellow Cassia		1	\$ -
Mahogany	\$ 650.00	5	\$ 3,250.00
Japanese Fern	\$ 650.00	5	\$ 3,250.00
Silver Buttonwood	\$ 300.00	6	\$ 1,800.00
		0	\$ -
		0	\$ -
		0	\$ -
		0	\$ -
		0	\$ -
		0	\$ -
		0	\$ -
		0	\$ -
		0	\$ -
<b>Totals:</b>		<b>69</b>	<b>\$ 44,685.00</b>

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B

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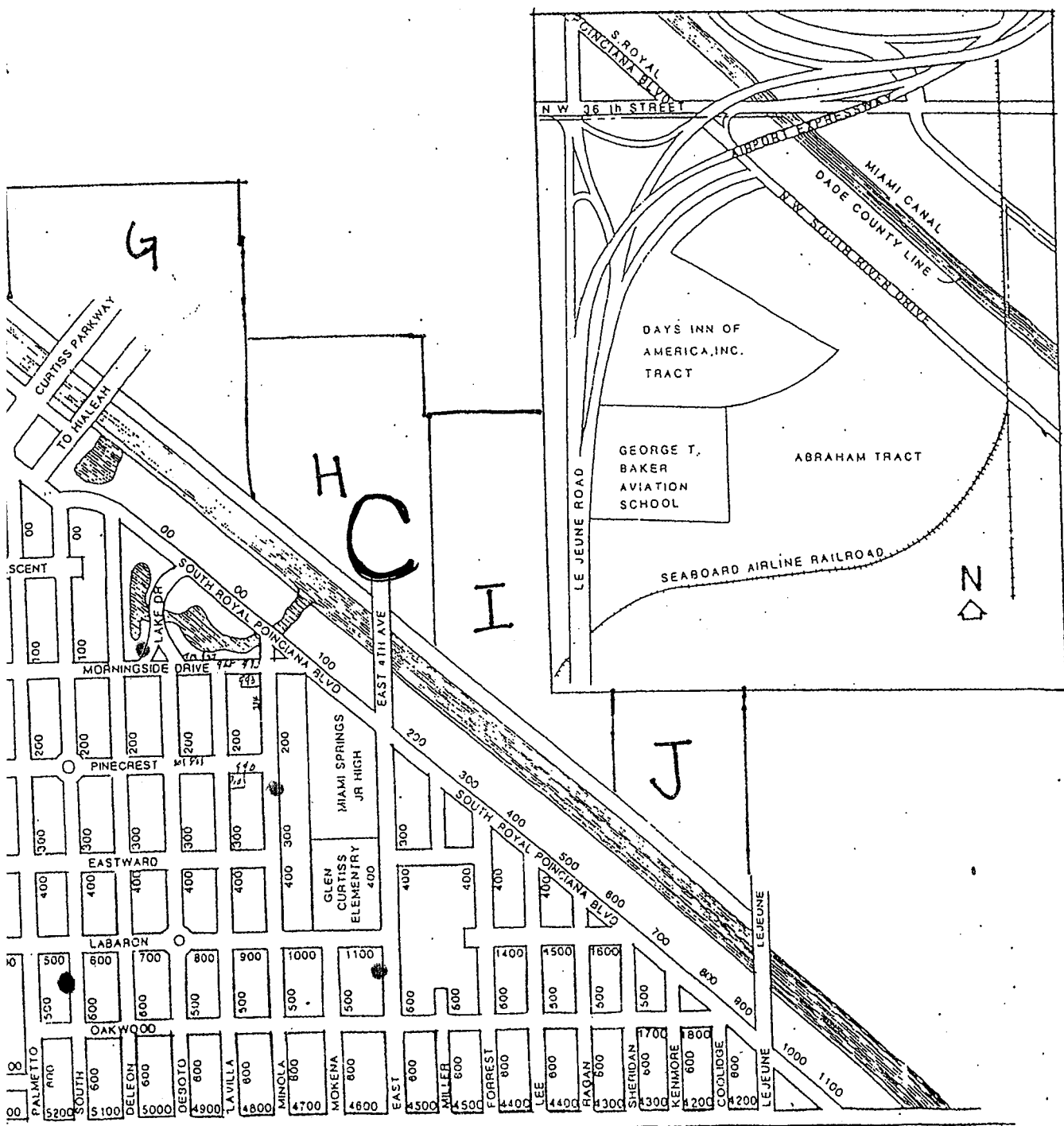
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F

5600 5500 5400 N.W.

- Laurel oak
- Live oak
- Yellow elder
- Orchid Tree
- Royal poinciana
- Yellow cassia
- Mahogany
- Japanese Fern
- Silver Buttonwood

# AMI SPRINGS



**RESOLUTION NO. 2017 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, PURSUANT TO SECTION 31-11 OF THE CITY CODE OF ORDINANCES, APPROVING THE PURCHASE FROM DISTREEBUTORS, INC. OF VARIOUS TREES FOR PLANTING THROUGHOUT THE CITY, VIA MIAMI-DADE COUNTY CONTRACT #1298-1/21-1, IN AN AMOUNT NOT TO EXCEED \$50,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Miami Springs (the “City”) has been named as a “Tree City” for twenty-three (23) consecutive years and been awarded the “Tree City Growth Award” for the twentieth (20<sup>th</sup>) consecutive year, by the National Arbor Day Foundation; and

**WHEREAS**, the City prides itself on, and desires to continue its efforts to enhance, its luscious tree canopy; and

**WHEREAS**, Section 31-11 of the City Code of Ordinances permits the procurement of goods and services under the provision of other state and local bids and contracts, provided that: (a) the terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City; (b) the bid or contract is in force prior to the proposed purchase; and (c) the purchasing agent has determined that the goods or services are in the best interests of the City; and

**WHEREAS**, Miami-Dade County has an agreement with DisTREEbutors, Inc. for the purchase, delivery and installation of various trees (Contract #1298-1/21-1),

attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference (the “County Agreement”); and

**WHEREAS**, staff has recommended that it is in the City’s best interest for the City Council to approve the purchase of various trees, including, but not limited to, Loral Oak, Live Oak, Yellow Elder, Orchid tree, Royal Poinciana, Yellow Cassia, Mahogany, Japanese Fern, and Silver Buttonwood, to be installed throughout the City, from DisTREEbutors, Inc. in an amount not to exceed \$50,000.00.

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

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** Pursuant to Section 31-11 of the City Code of ordinance, the purchase of various trees from, and delivery and installation throughout the City of same by, DisTREEbutors, Inc., via the County Agreement, in an amount not to exceed \$50,000.00 is hereby approved.

**Section 3. Authorization.** The City Manager is hereby authorized to execute a purchase order and expend budgeted funds in furtherance hereof.

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

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



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

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

PASSED AND ADOPTED this 17<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
BILLY BAIN, MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, MMC  
CITY CLERK

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

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



# AGENDA MEMORANDUM

**Meeting Date:** 4/17/2017

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

**Via:** William Alonso, City Manager/Fin. Director

**From:** Omar L. Luna, Recreation Director

**Subject:** Air Conditioning System Upgrade

## RECOMMENDATION:


Recommendation by Recreation that Council approve an expenditure in an amount not to exceed \$15,345.00 to Roth Southeast, the lowest responsible quote after obtaining two written quotes (attached), for Air Conditioning System Upgrade as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (C)(2) of the City Code.

**DISCUSSION:** We are required to obtain three written quotes, however, we were only able to obtain two written quotes. We contacted a total of six companies and it seems that the other companies did not wish to respond due to the technical nature of the work or they could not perform the specs we required.

## FISCAL IMPACT:

Budgeted in FY 16/17 Budget

**Submission Date and Time:** 4/12/2017 4:08 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: 	Dept./ Desc.: <u>Parks &amp; Recreation/Repairs &amp; Maintenance</u>
Prepared by: <u>Omar Luna</u>	Procurement: _____	Account No.: <u>001-5701-572.46-00</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>N/A</u>
		Current request: \$ <u>15,345.00</u>
		Total vendor amount: \$ <u>15,345.00</u>

Integrity Controls And Test & Balance Inc.  
2260 NW 94th Ave.  
Doral, FL 33172  
Ph: (786) 615-4146  
Fax: (305) 402-8279  
Certified Testing and Balancing Contractors  
NBC & NEBB



## HVAC CONTROLS AND TEST & BALANCE PROPOSAL

<i>Proposal Prepared For: City Of Miami Springs Attn: Omar Luna</i>	<i>Date: February 6, 2017</i>
<i>Project Name: Miami Springs Community Center</i>	

**Please Pay Attention To Items Included and Excluded As Part Of This Proposal. We will change the controllers for 5 Units on the 2nd & 3rd Floor of the Community Center to control the spaces based on temperature and humidity using the same logic currently used in the Gym.**

### ITEM A. DDC CONTROLS BUILDING AUTOMATION SYSTEM INTERFACE

- The User Interface Shall Be Via The Existing Web Server Panel and Using An Owner Supplied Computer

### CONSTANT VOLUME SYSTEMS:

#### **SZ,CV RTUS WITH CONTROLLED VENTILATION & HUMIDITY CONTROL, TYPICAL OF 5, INCLUDING:**

- Outside Air Damper Actuator Control (Damper & Actuator Existing in Unit)
- Supply Fan Start/Stop
- Supply Fan Run Status
- Control Of Cooling Stages
- Control Of Heating Stages
- Space Humidity Sensor
- Space Temperature Sensor
- Space Temperature Setpoint
- Temporary Override
- DDC Controller

#### **IN ADDITION TO ABOVE OUR PRICE ALSO INCLUDES:**

- Project Engineering & Construction Management
- System Programming, Start-Up, And Point-To-Point Check-Out
- One (1) Year Parts And One Year Labor Warranty
- Control Wiring In Plenum Rated Cable Where Allowed By Code
- Owner Training On Complete Operation Of System
- **Interfacing With Existing Community Center Control System**

#### **OUR PRICE ASSUMES:**

- All Work To Be Performed Will Be Low Voltage Wiring

#### **ITEMS NOT INCLUDED ON THIS PRICE:**

- Any Work To Be Performed After Hours, On Weekend, Or On Holidays

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- 
- Any Scope Of Work Not Specifically Outlined Above
  - Power Wiring (115 VAC Or Higher) To All EMS Panels
  - Lighting Controls
  - Conduits Between Buildings
  - Smoke Detectors Or Wiring Thereof
  - Any Work Associated With A Smoke Evacuation System, Smoke Testing
  - Wiring In Conduit, Wiring Is In Plenum Rated Wire As Mentioned Above

**TOTAL PRICE ITEM A INCLUDING TAX:** **\$17,500**

---

**PROPOSAL ACCEPTED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PURCHASE ORDER NUMBER:** \_\_\_\_\_

**CUSTOMER JOB #** \_\_\_\_\_

Integrity Controls And Test & Balance Inc.  
2260 NW 94th Ave.  
Doral, FL 33172  
Ph: (786) 615-4146  
Fax: (305) 402-8279  
Certified Testing and Balancing Contractors  
NBC & NEBB



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## **CONTRACT TERMS & CONDITIONS – Integrity Controls And Test & Balance Inc.**

**Acceptance.** A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer.

**Contract Price & Taxes.** The Contract Price includes standard ground transportation (unless specifically stated) and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by Integrity Controls And Test & Balance Inc..

**Exclusions From Work.** Integrity Controls And Test & Balance Inc. obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s).

**Construction Procedures.** Integrity Controls And Test & Balance Inc. shall supervise and direct the Work using its best skill and attention.

**Payment Terms.** Customer shall pay Integrity Controls And Test & Balance Inc. invoices within thirty (30) days of invoice date.

**Access.** Integrity Controls And Test & Balance Inc. and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Integrity Controls And Test & Balance Inc. and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage.

**Utilities During Construction.** Customer shall provide without charge to Integrity Controls And Test & Balance Inc. all water, heat, and utilities required for performance of the Work.

**Concealed Or Unknown Conditions.** In the performance of the Work, if Integrity Controls And Test & Balance Inc. encounters conditions at the Work site that are subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein Integrity Controls And Test & Balance Inc. shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Integrity Controls And Test & Balance Inc.'s cost of, or time required for, performance of any part of the Work, Integrity Controls And Test & Balance Inc. shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**Customer's Breach Of Contract.** Each of the following events or conditions shall constitute a breach by Customer and shall give Integrity Controls And Test & Balance Inc. the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Integrity Controls And Test & Balance Inc. for all Work furnished to date and all damages sustained by Integrity Controls And Test & Balance Inc. (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

**Insurance.** Upon request, Integrity Controls And Test & Balance Inc. will furnish evidence of its standard insurance coverage.

**Applicable Law.** This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

**Assignment.** Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Integrity Controls And Test & Balance Inc.. And this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns.

**Complete Agreement.** This Agreement constitutes the entire Agreement between both parties. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Integrity Controls And Test & Balance Inc. is a signatory thereon.



CMC 1250259

2260 SW 66<sup>th</sup> Terrace Davie, Florida 33317 O: 954.423.6640 F: 954.423.6684 W: rothsoutheast.com

**DATE:** March 15, 2017

**CLIENT:**  
City Of Miami Springs  
  
Miami Springs, FL  
Attn: Omar Luna

**PROPOSAL:**  
Miami Springs Rec Center  
New Controls Fr 2<sup>nd</sup> and 3<sup>rd</sup> FL Units

We propose hereby to furnish and install material in accordance with specifications below for the sum of:  
**Fifteen Thousand Three Hundred Forty Five Dollars and Zero Cents.**

On March 2<sup>nd</sup> we surveyed the Recreational Center for complaints of high humidity. We did observe large spaces with humidity readings around 65%. The outside air conditions on the day we performed our survey was cooler and dryer than a typical south Florida day, so we would expect to see the humidity being even higher had the outside air conditions been worse. We noticed the zone temperatures were maintaining 66 deg space temperatures even though they had a 70 deg set point. This cold space temperature will cause high relative humidity readings. We recommend getting the systems to maintain a 72 deg space temperature which would drop the inside humidity level if it maintained the same dew point to 52%. In reviewing the system design we see these units' server large spaces that could have large swings in load based on occupancy. When the space is not occupied the system could short cycle and not properly dehumidify. Our recommendation would be to install a variable speed drive on the evaporator fan motor to slow the fan speed down during low load times allowing the ability to keep a colder cooling coil temperature longer before cycling the unit off. This will help to dehumidify the space. These units are not equipped with any kind of hot gas reheat for dehumidification. Currently the only means of reheat is an electric strip heater that will be costly to run and is against the Florida Energy Code to use for dehumidification. We could connect the new VFD to the existing controls to run at full speed when two compressors are on and slower speed when only compressor is on. The price for this service is \$9,900.00.

Should you want to monitor the space humidity conditions we could replace the existing thermostats with new thermostats that have humidity sensors. The cost to replace the existing thermostats for ones that have humidity sensors and interface the new thermostats with your existing BMS is \$5,445.00.

We would recommend doing both of these so you can monitor your humidity levels moving forward and make sure that your issues are completely resolved and alert you should an issue occur again. Slowing the fan speed and keeping a colder off coil temperature is the only way we see to dehumidify this space with the existing units without the use of the electric resistance heat, in which do not recommend. Your other option would be to replace the units designed for humidity control, which would have hot gas reheat coils in them.

Included:

- One year warranty on all material and labor
- Electrical installation
- (5) Variable Frequency Drives without bypass
- (5) Lonworks Thermostats with Temperature and Humidity Programming
- Commissioning
- Owner Training

Excluded:

- Permits. Should permits be required we will pass along at cost.
- Work to be complete during normal hours from 8am to 5pm.

---

**Any Code Upgrades or Wind Load Calculations Are Excluded**

**TOTAL BID:** (Fifteen Thousand Three Hundred Forty Five Dollars And Zero Cents) **\$15,345.00**

---

Payment to be made as follows: 50% down and remainder paid in full upon completion.

---

**Acceptance of Proposal** This proposal may be withdrawn if not accepted within 60 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

*Neil Caporale*  
\_\_\_\_\_  
**Operations Manager**

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Customer Initial \_\_\_\_\_

***UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL IS SUBJECT TO THE FOLLOWING***

**TERMS & CONDITIONS:**

1. Terms of payment are Net 10 days. Late charges may be assessed at 1.5% per month on past due balances. Applicable taxes are not included. Should payments be received after 60 days, then Roth may stop all work under this Proposal and/or cancel the Proposal, and the entire price shall become due and payable.
2. Roth is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism or other causes beyond Roth's control.
3. Both parties shall seek to avoid litigation. However, in the event that any legal actions are required to be taken by either party relating to this Proposal, it is agreed that such legal actions shall be commenced within one year, or earlier as may be provided by law, from the date in which the cause of action occurred and that the successful party in such legal action shall be awarded reasonable attorneys' fees, litigation or arbitration costs, and collection costs. Any and all legal action shall be filed within the county wherein the work was performed.
4. It is the customer's obligation to inform Roth of the existence of any hazardous material that may exist at the jobsite. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Roth all relevant Material Safety Data Sheets (MSDS).
5. Roth's responsibility under this Proposal excludes the identification, removal or abatement of asbestos, mold, mildew or other hazardous substances. In the event such products or substances are encountered, Roth's obligation shall be limited to informing Customer of the possible existence of such materials. In the event that hazardous substances are encountered, all work shall immediately cease and shall not again commence until written documentation that abatement has been performed is provided to Roth.
6. Roth and Customer agree that the occurrence of any of the following conditions which, without limitation, might render performance by Roth impractical, such as, but not limited to: strikes, fires, war, inclement weather, late or non-delivery by suppliers of Roth and all other contingencies beyond the reasonable control of Roth. Under no circumstances shall Roth be liable for any special or consequential damages whether based upon lost goodwill lost resale profits, work stoppage, impairment of other goods or negligence otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, (unless such negligence is directly caused by Roth) except only in the case of personal injury where applicable by law requires such liability. But in no event shall Roth's liability exceed the purchase price paid under this Proposal.
7. The Customer shall pay Roth, in addition to the price of this Proposal, the amount of all present and future taxes or any other government charges now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Proposal relates, exclusive of ordinary personal property taxes assessed against Roth.
8. It is agreed that the Customer shall assume responsibility and pay extra for all services and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion, or lightning strikes, and any and all items listed in the EXCLUSIONS section of this Proposal.
9. Customer is responsible for the cost of any additional items of equipment or performance of any safety test or correction in design as recommended or required by insurance companies, state, municipality, or other governmental authorities.
10. Only the materials specifically listed in the service details section of this Proposal are included as a part of the Proposal. All other materials and/or equipment replacement are to be paid for by the Customer, in addition to this Proposal, if the Customer so requests or authorizes such work to be performed by Roth.
11. All work covered under this Proposal shall be performed during normal working hours, 8:00 am to 4:30 pm Monday through Friday, excluding legal holidays.
12. Any additional work, not specifically stated elsewhere in this Proposal, shall only be performed upon authorization of Customer prior to proceeding with the work. Customer's oral or written authorization will be mutually acceptable.
13. All additional work, unless a quoted price is agreed to prior to commencement of the work, shall be performed on a time and material basis. Signature of Customer's building maintenance personnel or other employee on Roth's Work Order/service ticket shall constitute acceptance and authorization for payment of the work covered by that form.
14. Roth reserves the right to discontinue this Proposal at any time, without notice, in the event that payments under this Proposal shall not have been made as agreed.

Customer Initial\_\_\_\_\_



RESOLUTION NO. 2017 - \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A PROPOSAL FROM ROTH SOUTHEAST LIGHTING, LLC FOR AIR CONDITIONING SYSTEM UPGRADES AT THE MIAMI SPRINGS RECREATIONAL CENTER IN THE AMOUNT OF \$15,345.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Miami Springs (the "City") has a need for air conditioning system upgrades at the City's Recreational Center; and

**WHEREAS**, Section 31-11(C)(2) of the City Code of Ordinances provides that the City Manager, subject to the approval of the City Council, shall have the authority to purchase supplies, materials, and services and to award contracts for purchase of supplies, materials and services when the good faith estimated total cost thereof exceeds \$10,000.00 and is less than \$25,000.00 upon the obtaining of three written price quotations; and

**WHEREAS**, the City requested six quotes, four of which were unresponsive and two of which were responsive; and

**WHEREAS**, one of the respondents, Roth Southeast Lighting, LLC ("Contractor"), provided the City with the proposal attached here and incorporated herein as Exhibit "A" (the "Proposal") and the City Manager recommends approval of the Proposal; and

**WHEREAS**, the City Council desires to approve the Proposal and authorize the City Manager to enter into an agreement consistent with the Proposal in an amount not to exceed \$15,345.00; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the citizens of the City.

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

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval of Proposal.** The City Council hereby approves of the Proposal.

**Section 3. Authorization.** The City Council hereby authorizes the City Manager to enter into an agreement with the Contractor that is consistent with the Proposal in an amount not to exceed \$15,345.00, subject to approval by the City Attorney as to form, content, and legality.

**Section 4. Expenditure of Budgeted Funds.** The City Council hereby authorizes the City Manager to expend budgeted funds consistent with this Resolution in an amount not to exceed \$15,345.00.

**Section 5. Implementation.** The City Council hereby authorizes the City Manager to execute any contract amendment, purchase order, work order or required documentation for the services described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

**Section 6. Effective Date.** This Resolution shall become effective immediately upon adoption.

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

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

PASSED AND ADOPTED this 17<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
BILLY BAIN, MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, MMC  
CITY CLERK

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

---

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



# AGENDA MEMORANDUM

**Meeting Date:** 4/17/2017

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

**Via:** William Alonso, City Manager/Fin. Director

**From:** Omar L. Luna, Recreation Director

**Subject:** Stafford Park Field Repairs

**RECOMMENDATION:**

Recommendation by Recreation that Council approve an increase to the City's current open purchase order with Ballpark Maintenance, Inc., in an amount not to exceed \$7,974.00, for repairs of the turf/sod at Stafford Park as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (F)(11)(c) of the City Code.

**DISCUSSION:**

On November 9th, 2015, Council approved a contract award to Ballpark Maintenance, Inc. the lowest responsible bidder to RFP# 08-14/15 for Athletic Field Maintenance for Stafford Park Field in the annual amount of \$61,917.53. The terms of the contract are for one year and an option to renew four additional one year terms which are due to expire on October 2020.

The field is used almost on a daily basis for about nine months out of the year (September to May). The other three months (June to August) we shut it down for repairs and maintenance due to extensive wear and tear. We host Soccer and Flag Football games for the following organizations/schools: Miami Springs Virginia Gardens Soccer Club, Miami Springs Middle School, Blessed Trinity, All Angles and Miami Springs High School. We also have Little League Baseball use the fields at Stafford Park. We will need to cut out some of the areas on the field and re-sod those areas with new Celebration Bermuda sod. This will allow for our field to be ready for play in September 2017.

**FISCAL IMPACT:** None. Budgeted in FY 16/17 Budget

**Submission Date and Time:** 4/12/2017 4:10 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u> Prepared by: <u>Omar Luna</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: <u></u> Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>Parks &amp; Recreation/Repairs &amp; Maintenance</u> Account No.: <u>001-5705-572.34-00</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>61,917.53</u> Current request: \$ <u>7,974.00</u> Total vendor amount: \$ <u>69,891.53</u>

**RESOLUTION NO. 2017 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN INCREASE TO THE WORK ORDER WITH BALLPARK MAINTENANCE, INC. FOR ADDITIONAL REPAIRS TO STAFFORD PARK; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on November 9, 2015, the City Council for the City of Miami Springs (the “City”) awarded a bid in favor of, and approved a contract with, Ballpark Maintenance, Inc. for the repairs of the turf/sod at Stafford Park in the amount of \$61,917.53 (the “Agreement”), which has a term of one year with the option to renew yearly for four additional years; and

**WHEREAS**, given the extensive use of the fields at Stafford Park, additional repairs will be needed, including, without limitation, the re-sodding of certain areas, in order to have the fields at Stafford Park ready for the fall; and

**WHEREAS**, staff has recommended that the open work order with Ballpark Maintenance, Inc. be increased by an amount not to exceed \$7,974.00

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

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval of Increase Work Order Amount.** An increase in the work order with Ballpark Maintenance, Inc. in an amount not to exceed \$7,974.00, pursuant to the terms of the Agreement, for certain repairs to Stafford Park, is hereby approved.

**Section 3. Authorization of Fund Expenditure.** The City Council hereby authorizes the City Manager to expend budgeted funds consistent with this Resolution.

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

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

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

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

PASSED AND ADOPTED this 17<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
BILLY BAIN, MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, MMC  
CITY CLERK

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

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



# AGENDA MEMORANDUM

Meeting Date: 4/17/2017  
To: The Honorable Mayor and Members of the City Council  
From: William Alonso, City Manager/Finance Director *WA*  
Subject: Stafford Golf Tournament

**Recommendation:**

Recommendation by Finance that Council approve an expenditure to the Miami Springs FOP Lodge No. 11 in the amount of \$ 2,000, for the May 2017 Stafford Golf Tournament as funds were approved in the FY16/17 Budget,

**Discussion/Analysis:**

This is the annual golf tournament that Council budgeted for FY16-17.

**Fiscal Impact (If applicable):**

\$2,000 as budgeted for FY16/17 under Council's Promotions line item budget

**Submission Date and Time: 4/3/2017 10:11 AM**

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: _____	Dept./ Desc.: <u>City Council</u>
Prepared by: <u>William Alonso</u>	Procurement: _____	Account No.: <u>001-0101-511-48-00</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: <i>[Signature]</i>	Amount previously approved: \$ <u>-0-</u>
	Attorney: _____	Current request: \$ <u>\$2,000.00</u>
		Total vendor amount: \$ <u>\$2,000.00</u>

**Miami Springs FOP Lodge No. 11**

# INVOICE

INVOICE #145  
DATE: APRIL 3, 2017

TO  
**City of Miami Springs**  
**201 Westward Drive**  
**Miami Springs, FL 33166**  
**Attn: Finance Department**

DESCRIPTION			AMOUNT
<b>City Sponsorship of the 11<sup>th</sup> Annual "Charles B. Stafford Memorial Golf Tournament Friday, May 5, 2017</b>			<b>\$2,000.00</b>
		<b>TOTAL</b>	<b>2,000.00</b>





# AGENDA MEMORANDUM

**Meeting Date:** 4/17/2017

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

**From:** William Alonso, City Manager *W*

**Subject:** Recommendation to execute loan agreement with BB&T Bank for the Westward Bike Path financing.

**RECOMMENDATION:** Staff recommends that Council approve the attached resolution to approve a loan proposal from BB&T Bank in the amount of \$448,500 at a rate of 2.13% and a term of seven years in order to fund the CITT portion of the Westward Bike Path project.

**DISCUSSION:** At the Council Meeting of March 27, 2017, Council approved the Westward Bike Path project with a total cost of \$1,130,230. This project will be paid with an FDOT grant of \$681,680, while the difference of \$448,500 would be the City's match funded with CITT funds. Staff also advised Council during this meeting that we would be funding this match of \$448,500 through a bank loan over a seven year period so that we did not still have CITT funding available during these seven years to perform other citywide road and sidewalk repairs.

We contacted three banking institutions and obtained the following proposals for this borrowing:

1. SunTrust Bank offered a rate of 3.56%
2. BB&T Bank offered a rate of 2.13%
3. Sabadell Bank provided a rate of 3.75%

Based on these proposals, we recommend accepting the BB&T Proposal (attached).

**FISCAL IMPACT:** The annual debt service payments will be approx. \$69,137 over the seven year period, this will be funded with CITT funds and will have no effect on the General fund.

**Submission Date and Time:** 4/3/2017 10:28 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Manager</u>	Dept. Head: _____	Dept./ Desc.: <u>CITT Fund</u>
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>FDOT / CITT</u>
Budgeted/ Funded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Refer to above.	City Manager: <i>W</i>	Amount previously approved: <u>-0-</u>
		Current request: \$ <u>\$483,959 (7yrs)</u>
		Total vendor amount: \$ <u>\$483,959(7 yrs)</u>



P.O. Box 714  
Columbia, S.C. 29202  
(803) 251-1328  
Fax (803) 251-1329

March 24, 2017

William Alonso  
City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Dear Mr. Alonso:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by City of Miami Springs ("City").

- (1) **Project:** Revenue Bond, Series 2017
- (2) **Amount to Be Financed:** \$500,000 → \$ 448,500
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Term</u>	<u>BO Rate</u>
7 Years	2.13%

Principal & interest payments shall be due quarterly, as requested. Interest on the principal balance of the Bond shall accrue based on a 30/360 day count basis. BB&T must approve of the final amortization schedule.

The interest rate stated above is valid for a closing no later than May 8, 2017. Closing of the financing is contingent upon completing documentation acceptable to BB&T and its counsel.

All applicable taxes, permits, costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City.

The transaction will be prepayable in whole at any time with a one percent prepayment penalty. As an alternative, the City may choose for the transaction to be noncallable for the first half of the term and callable at par thereafter.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with Florida State Statutes or the Internal Revenue Service code. These provisions must be acceptable to BB&T. In addition, any amount due hereunder not paid when due shall bear interest at a default rate equal to the interest rate on the Series 2017 Note plus 2% per annum from and after five (5) days after the date due.

The stated interest rate above is offered with the understanding that the financing shall comply with the applicable IRS Code Sections 141, 148, 149(e), 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

**(4) Financing Documents:**

It shall be the responsibility of the City to retain and compensate counsel to appropriately structure the financing documents according to Florida State statutes. BB&T shall also require the City to provide an unqualified bond counsel opinion. BB&T and its counsel reserve the right to review and approve all documentation before closing.

**(5) Security:**

The Bond shall be secured by pledge of the City's one half cent transportation taxes.

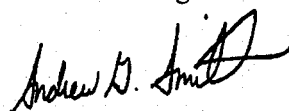
BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T.

Please call me at (803) 251-1328 with your questions and comments. We look forward to hearing from you.

Sincerely,

Branch Banking and Trust Company



Andrew G. Smith  
Senior Vice President

RESOLUTION NO. 2017 -\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE ISSUANCE OF CITY OF MIAMI SPRINGS, FLORIDA, CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2017, IN THE NOT TO EXCEED PRINCIPAL AMOUNT OF \$448,500.00 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS; PROVIDING THAT SUCH NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM PLEDGED REVENUES AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING THE NOTE FOR THE EXCEPTION FOR CERTAIN TAX-EXEMPT OBLIGATIONS CONTAINED IN SECTION 265 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FOR ADDITIONAL MISCELLANEOUS TERMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Miami Springs, Florida (the "Issuer") desires to construct a certain capital improvement project, in coordination with the State of Florida Department of Transportation ("FDOT"); and

**WHEREAS**, the estimated cost of the Project (as defined herein) is \$1,130,230.00, of which \$681,680.00 shall be paid by the FDOT and the balance, \$448,550.00, shall be paid by the Issuer; and

**WHEREAS**, the Issuer competitively procured a qualified contractor for the construction of the Project and desires to secure debt financing to fund the Project, payable from Pledged Revenues (as defined herein), in accordance with the terms specified herein; and

WHEREAS, the City Council of the Issuer (the "City Council") believes that securing the financing specified herein is in the best interest of the community.

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

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Authority.** This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Miami Springs, Florida, and other applicable provisions of law.

**Section 3. Definitions.** All capitalized undefined terms shall have the same meaning as set forth in this Resolution, as hereinafter defined. Words importing the singular number shall include the plural number in each case and vice versa. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified as follows:

*"Additional Debt"* shall mean the obligations issued at any time under the provisions of Section 19 hereof on a parity with the Note;

*"Annual Debt Service"* shall mean, with respect to any Note Year, the aggregate amount of (1) all interest required to be paid on the Outstanding Notes during such Note Year, except to the extent that such interest is to be paid from deposits in the Interest Account made from Note proceeds, and (2) all principal of Outstanding Notes due in such Note Year;

*"Business Day"* shall mean any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is lawfully closed;

*"City Attorney"* shall mean the City Attorney or his or her designee;

*"City Clerk"* shall mean the City Clerk or any assistant or deputy City Clerk of the Issuer;

*"City Manager"* means the duly appointed and acting City Manager of the Issuer, or any duly authorized deputy thereof;

*"Code"* shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed, or final, promulgated thereunder or applicable thereto;

*"Default Rate"* shall mean a rate of interest equal to the interest rate on the Note plus 2.0% per annum;

*"Finance Director"* shall mean the Finance Director of the Issuer or any assistant or deputy thereof;

*"Fiscal Year"* shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law;

*"Issuer"* shall mean the City of Miami Springs, Florida, a municipal corporation of the State;

*"Maturity Date"* shall mean April 1, 2024;

*"Maximum Annual Debt Service"* shall mean the largest amount of Annual Debt Service for any Note Year in which Notes shall be Outstanding, excluding all Note Years which shall have ended prior to the Note Year in which Maximum Annual Debt Service shall be computed;

*"Mayor"* shall mean the Mayor of the Issuer, or his or her designee;

*"Note"* shall mean the Note and any Additional Debt;

*"Note Counsel"* shall mean Bryant Miller Olive P.A., or other nationally recognized bond counsel firm;

*"Note Year"* shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30;

*"Original Purchaser"* shall mean Branch Banking and Trust Company, a North Carolina banking corporation;

*"Outstanding"* shall describe, when used with reference to Notes and as of any particular date, all Notes theretofore and thereupon being authenticated and delivered except, (1) any Note in lieu of which another Note or other Notes have been issued under an

agreement to replace lost, mutilated or destroyed Notes, (2) any Note surrendered by the Owner thereof in exchange for another Note, and (3) Notes canceled after purchase in the open market or because of payment at or redemption prior to maturity;

*"Owner"* or *"Owners"* shall mean the Person or Persons in whose name or names the Series 2017 Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution;

*"Permitted Lender"* shall mean any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company, or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933 that is engaged as a regular part of its business in purchasing bonds or obligations similar to the Series 2017 Note;

*"Person"* shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships, and public bodies;

*"Pledged Revenues"* shall mean Transportation Surtax Revenue, as provided herein;

*"Principal Office"* shall mean with respect to the Original Purchaser, the office located at 5130 Parkway Plaza Boulevard, Building No. 9, Charlotte, North Carolina 28217, Attn: Governmental Finance, or such other office as the Original Purchaser may designate to the Issuer in writing;

*"Project"* shall mean certain capital improvements, including, but not limited to, construction of (i) a bike path on the strip of land on Westward Drive and which will extend from Flamingo Circle to the east to Hammond Drive at the west as an off-road path and (ii) an on-road "Shared Lane" for the last four blocks to intersect with the Ludlam Drive bike path;

*"Project Fund"* shall mean the Project Fund established with respect to the Series 2017 Note pursuant to Section 12 hereof;

*"Resolution"* shall mean this Resolution, pursuant to which the Series 2017 Note is authorized to be issued, including any supplemental resolution(s);

*"Series 2017 Note"* shall mean the Capital Improvement Revenue Note, Series 2017 authorized by Section 4 hereof, substantially in the form set forth in Exhibit "A", which is attached hereto and incorporated herein and made a part hereof by this reference;

*"State"* shall mean the State of Florida; and

*"Transportation Surtax Revenues"* means the Charter County Transit System Surtax (the "Surtax") revenues by the Issuer pursuant to the Interlocal Agreement entered into on

July 3, 2003, by and between Miami-Dade County (the "County") and the Issuer providing for distribution of the Surtax proceeds which were levied pursuant to the authority of Section 212.055(1), Florida Statutes and County Ordinance No. 02-116.

**Section 4. Findings.** For the benefit of its citizens, the Issuer finds, determines, and declares that:

(A) It is necessary for the continued preservation of the welfare and convenience of the Issuer and its citizens to finance the Project. Issuance of the Series 2017 Note for such purposes satisfies a public purpose;

(B) Debt service on the Series 2017 Note will be secured by the Pledged Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Series 2017 Note herein authorized, as the same become due, and to make all deposits required by this Resolution;

(C) The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Series 2017 Note or to make any other payments to be made hereunder. The Series 2017 Note shall not constitute a lien on any real property owned by or situated within the city limits of the Issuer;

(D) The Issuer has received an offer from the Original Purchaser to purchase the Series 2017 Note; and

(E) In consideration of the purchase and acceptance of the Series 2017 Note authorized to be issued hereunder by those who shall be the Owners thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Original Purchaser or any subsequent Owners.

**Section 5. Authorization of Series 2017 Note and Project.** Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the "City of Miami Springs, Florida Capital Improvement Revenue Note, Series 2017" is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$448,500 for the purposes of financing the Project and paying the costs of issuing the Series 2017 Note. The Project is hereby authorized.



Because of the characteristics of the Series 2017 Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2017 Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Series 2017 Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Series 2017 Note, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit "B" and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit "C". The Issuer hereby accepts the commitment letter attached hereto as Exhibit "D"; provided, however, in the event of any inconsistencies as between such commitment letter and the Series 2017 Note and this Resolution, the Series 2017 Note and this Resolution shall control. Exhibits "B", "C", and "D" are incorporated herein and made a part hereof by this reference.

**Section 6. This Resolution to Constitute Contract.** In consideration of the acceptance of the Series 2017 Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Owners.

**Section 7. Description of the Series 2017 Note.** The Series 2017 Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

- (A) **Interest Rate.** The Series 2017 Note shall have a fixed interest rate equal to 2.13% (subject to adjustment upon the occurrence of certain events as provided in the Series 2017 Note) (the "Interest Rate") calculated on a 30/360-day basis;

(B) Principal and Interest Payment Dates. Interest and principal on the Series 2017 Note shall be paid quarterly on each July 1, October 1, January 1 and April 1, commencing July 1, 2017. Principal shall be paid in the amounts set forth in the Series 2017 Note with a final maturity date of the Maturity Date;

(C) Prepayment of the Series 2017 Note. The Series 2017 Note shall be subject to prepayment as described in the Series 2017 Note;

(D) Form of the Series 2017 Note. The Series 2017 Note is to be in substantially the form set forth in Exhibit "A" attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor;

(E) Original Denomination. The Series 2017 Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder; provided, however, such Series 2017 Note may not be transferred in less than the then outstanding principal amount; and

(F) Reserve Account. There shall be no reserve account established for the Series 2017 Note. A reserve account may be established for any Additional Debt pursuant to and in accordance with a series resolution.

**Section 8. Execution, and Delivery of Series 2017 Note.** The Series 2017 Note shall be executed in the name of the Issuer by its Mayor and attested by its City Clerk, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Series 2017 Note shall cease to be such officer or officers of the Issuer before the Series 2017 Note so signed and sealed shall have been actually sold and delivered, such Series 2017 Note may nevertheless be sold and delivered as if the persons who signed or sealed such Series 2017 Note had not ceased to hold such offices. The Series 2017 Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Series 2017 Note shall hold the proper office, although at the date of such execution of the Series 2017 Note such person may not have held such office or may not have been so authorized.

**Section 9. Registration and Exchange of the Series 2017 Note; Persons Treated as**

**Owner.** The Series 2017 Note is initially registered to the Original Purchaser. So long as the Series 2017 Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Series 2017 Note. The Series 2017 Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Original Purchaser may in the future make transfers only to Permitted Lenders, in whole, with respect to the Series 2017 Note.

The Persons in whose name the Series 2017 Note shall be registered shall be deemed and regarded as the absolute Owners thereof for all purposes, and payment of principal and interest on such Series 2017 Note shall be made only to or upon the written order of the Owners. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2017 Note to the extent of the sum or sums so paid.

**Section 10. Payment of Principal and Interest; Limited Obligation.** The Issuer promises that it will promptly pay the principal of and interest on the Series 2017 Note at the place, on the dates, and in the manner provided therein according to the true intent and meaning hereof and thereof. The Series 2017 Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Series 2017 Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the Series 2017 Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Series 2017 Note, or be entitled to

payment of such Series 2017 Note from any funds of the Issuer except from the Pledged Revenues as described herein.

**Section 11. Funds and Accounts.** The Issuer covenants and agrees to establish separate funds to be known as the "City of Miami Springs, Florida Capital Improvement Revenue Note, Revenue Fund" (the "Revenue Fund") and the "City of Miami Springs, Florida Capital Improvement Revenue Note, Debt Service Fund" (the "Debt Service Fund"). The Issuer shall maintain in the Debt Service Fund two accounts: the "Interest Account" and the "Principal Account." Moneys in the aforementioned funds and accounts, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Owners and for the further security of the Owners.

The Issuer may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Owners of the Series 2017 Note, the Debt Service Fund established hereby. Such depository or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring, and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer, the Owners and their agents and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000.00).

The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The

designation and establishment of the Revenue Fund and the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

**Section 12. Flow of Funds.** Beginning on the date the Series 2017 Note is issued, the Issuer shall deposit the Pledged Revenues into the Revenue Fund promptly upon receipt thereof. The moneys in the Revenue Fund shall be deposited or credited to the Debt Service Fund on or before the last day of each month, commencing with the month in which delivery of the Series 2017 Note shall be made to the purchaser or purchasers thereof, or such later date as hereinafter provided, in the following manner and in the following order of priority:

(A) **Interest Account.** The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said account, shall equal the interest on all Outstanding Notes accrued and unpaid and to accrue to the end of the then current calendar month. Moneys in the Interest Account shall be used to pay interest on the Notes as and when the same become due, whether by redemption or otherwise, and for no other purpose. The Issuer shall adjust the amount of the deposit into the Interest Account not later than the month immediately preceding any interest payment date so as to provide sufficient moneys in the Interest Account to pay the interest on the Notes coming due on such interest payment date.

(B) **Principal Account.** Next, the Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said account, shall equal the principal amounts on all Outstanding Notes due and unpaid and that portion of the principal next due within one year which would have accrued on said Notes during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of twelve equivalent calendar months of thirty days each) in equal amounts from the next preceding principal payment due date, or, if there is no such preceding principal payment due date, from a date one year preceding the due date of such principal amount. Moneys in the Principal Account shall be used to pay the

principal of the Notes as and when the same shall become due, and for no other purpose. The Issuer shall adjust the amount of deposit to the Principal Account not later than the month immediately preceding any principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal on Notes becoming due on such principal payment date.

Until applied in accordance with this Resolution, the Pledged Revenues and other amounts on deposit in the Debt Service Fund from time to time therein, plus any earnings thereon, are pledged to the payment of the Notes.

(C) Balance of Funds. After all deposits have been made as provided in Section 12.(A) and (B) above, the remaining moneys in the Revenue Fund may be used for any lawful purpose.

**Section 13. Application of Proceeds of Series 2017 Note.** The proceeds from the sale of the Series 2017 Note shall be (A) deposited into the Project Fund (hereinafter created) and used to finance the Project, and (B) used to pay associated costs of issuance (including but not limited to legal and financial advisory fees and expenses). To accomplish the foregoing, the Issuer covenants and agrees that:

(A) A special fund shall be designated "City of Miami Springs, Florida Capital Improvement Revenue Note, Series 2017 Project Fund." The designation and establishment of the Project Fund by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the payment of the Series 2017 Note; and

(B) The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and

any loss resulting from such investment shall likewise be charged to said fund or account.

**Section 14. Tax Covenant.** The Issuer covenants to the Owners of the Series 2017 Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Series 2017 Note at any time during the term of the Series 2017 Note which, if such use had been reasonably expected on the date the Series 2017 Note was issued, would have caused such Series 2017 Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Series 2017 Note from the gross income of the Owners thereof for purposes of federal income taxation.

**Section 15. Amendment.** This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Series 2017 Note, except with the written consent of the Owners of a majority in outstanding principal amount of the Notes.

**Section 16. Limitation of Rights.** With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2017 Note is intended or shall be construed to give to any person other than the Issuer and the Owners any legal or equitable right, remedy, or claim under or with respect to this Resolution or any covenants, conditions, and provisions herein contained; this Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owners.

**Section 17. Series 2017 Note Mutilated, Destroyed, Stolen or Lost.** In case the Series 2017 Note shall become mutilated, or be destroyed, stolen, or lost, the Issuer shall issue and

deliver a new Series 2017 Note of like tenor as the Series 2017 Note so mutilated, destroyed, stolen, or lost, in exchange and in substitution for such mutilated Series 2017 Note, or in lieu of and in substitution for the Series 2017 Note destroyed, stolen, or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Series 2017 Note so surrendered shall be canceled.

**Section 18. Impairment of Contract.** The Issuer covenants with the Owners of the Notes that it will not, without the written consent of the Owners of a majority in outstanding principal amount of the Notes, enact any ordinance or adopt any resolution which repeals, impairs, or amends in any manner adverse to the Owners the rights granted to the Owners of the Notes hereunder.

**Section 19. Financial Information.** Not later than 210 days following the close of each Fiscal Year, the Issuer shall provide the Original Purchaser of the Series 2017 Note with (i) its Comprehensive Annual Financial Report including annual financial statements for each fiscal year of the Issuer, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant, and (ii) such other financial information as the Original Purchaser may reasonably request, such information to be provided at no cost to the Original Purchaser. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.



**Section 20. Issuance of Additional Notes.** The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Series 2017 Notes and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness payable in whole or in part out of the Pledged Revenues and which may be secured by a pledge of the Pledged Revenues; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Revenues created by this Resolution.

No Additional Debt, payable on a parity with the Series 2017 Notes then Outstanding pursuant to this Resolution, shall be issued except upon the conditions and in the manner herein provided. No such Additional Debt shall be issued unless the following conditions are complied with:

(A) There shall have been obtained and filed with the Issuer a statement of the Finance Director (1) setting forth the amount of the Pledged Revenues which have been received by the Issuer during the most recent Fiscal Year for which audited financial statements are available; and (2) stating that the amount of the Pledged Revenues received during the aforementioned twelve month period equals at least 1.35 times the Maximum Annual Debt Service of all Notes then Outstanding including such Additional Debt with respect to which such statement is made;

(B) Additional Debt shall be deemed to have been issued pursuant to this Resolution the same as the Series 2017 Notes, and all of the other covenants and other provisions of this Resolution (except as to details of such Additional Debt inconsistent therewith) shall be for the equal benefit, protection and security of the Owners of all Series 2017 Notes and Additional Debt issued pursuant to this Resolution. All Additional Debt regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Revenues and their sources and security for payment therefrom without preference of any note over any other; and

(C) In the event any Additional Debt is issued for the purpose of refunding any Notes then Outstanding, the conditions of this Section 19 shall not apply, provided that the issuance of such Additional Debt shall not result in an increase in the aggregate amount of principal of and interest on the Outstanding Notes becoming due in any Note Year. The conditions of Section 19(A) hereof shall apply to Additional Debt issued to refund subordinate debt and to Additional Debt issued for refunding purposes which cannot meet the conditions of this paragraph.

**Section 21. Events of Default; Remedies of Owners of the Series 2017 Note.** The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Series 2017 Note as the same becomes due and payable, and such failure is not cured within five (5) days; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Series 2017 Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement, or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for ninety (90) days undismissed or undischarged.

If the Issuer fails to pay any payment of principal of or interest on the Series 2017 Note as provided in (i) above, such amount shall bear interest at the Default Rate. Upon the occurrence and during the continuation of any Event of Default, the Owners of the Series 2017 Note may, in addition to any other remedies set forth in this Resolution or the Series 2017 Note, either at law or in equity, by suit, action, mandamus, or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or

granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

**Section 22. Severability.** If any one or more of the covenants, agreements, or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Series 2017 Note issued thereunder.

**Section 23. Business Days.** In any case where the due date of interest on or principal of a Series 2017 Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

**Section 24. Applicable Provisions of Law.** This Resolution shall be governed by and construed in accordance with the laws of the State.

**Section 25. Rules of Interpretation.** Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

**Section 26. Captions.** The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

**Section 27. Members of the City Council Not Liable.** No covenant, stipulation, obligation, or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member, agent, or employee of the Issuer in his or her individual capacity, and neither the members of the City Council nor any Person executing the Series 2017 Note shall be liable personally on the Series 2017 Note or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Series 2017 Note or this Resolution.

**Section 28. Authorizations and Implementations.** The members of the City Council of the Issuer, the Mayor, the City Manager, the Finance Director, the City Clerk and the Issuer's officers, attorneys, and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual, and complete performance of all of the terms, covenants, and agreements contained in the Series 2017 Note and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Original Purchaser to effectuate the sale of the Series 2017 Note. All action taken to date by the officers, attorneys, and any other agents and employees of the Issuer in furtherance of the issuance of the Series 2017 Note is hereby approved, confirmed, and ratified.

**Section 29. Conflicts with Prior Resolutions.** This Resolution supersedes all prior actions of City Council inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of any such conflict.

**Section 30. Bank Qualified.** The Issuer hereby designates the Series 2017 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The

Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2017 to issue more than \$10,000,000 of "tax-exempt" obligations including the Series 2017 Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

**Section 31. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida, on this 17<sup>th</sup> day of April, 2017.

ATTEST:

APPROVED:

**CITY OF MIAMI SPRINGS, FLORIDA**

By: \_\_\_\_\_  
Erika Gonzalez-Santamaria  
City Clerk

By: \_\_\_\_\_  
Billy Bain  
Mayor

Approved as to form and legal sufficiency  
for the sole use and reliance of the  
City of Miami Springs

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
City Attorney

**EXHIBIT A**

**FORM OF SERIES 2017 NOTE**

THIS NOTE IS SUBJECT TO TRANSFER RESTRICTIONS CONTAINED  
IN THE RESOLUTION

Dated Date: April \_\_, 2017

\$448,500

Interest Rate: 2.13%  
(subject to adjustment as described herein)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE  
CITY OF MIAMI SPRINGS  
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2017

KNOW ALL MEN BY THESE PRESENTS that the City of Miami Springs, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Branch Banking and Trust Company, or registered assigns (hereinafter, the "Owner"), the principal sum of \$448,500, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis, provided however, that such interest rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of April 1, 2024.

The Interest Rate is equal to 2.13% (subject to adjustment as described herein). Interest shall be payable to the Owner on each July 1, October 1, January 1, and April 1 commencing on July 1, 2017. A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date. If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner. All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due to the Owner, and the balance thereof shall apply to principal.

If for any reason the interest on this Note becomes includable in the gross income of the Owner for federal income tax purposes or this Note is not classified as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code, as defined in the Resolution (each event, an "Event of Taxability"), from the effective date on which the interest is first includable in the gross income of the Owner or this Note is not a "qualified tax-exempt obligation", the interest

rate of this Note shall be adjusted to ensure that the anticipated after tax yield contemplated by the Owner at the time of issuance of this Note is received. In addition to the foregoing, the Issuer shall pay any additions to tax, penalties and interest, and any arrears in interest imposed upon the Owner on account of an Event of Taxability. All such additional interest, additions to tax and penalties shall be paid on the first quarterly payment date following the date the Owner advises the Issuer of such Event of Taxability. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

In addition, any amount due hereunder not paid when due shall bear interest at a default rate equal to the interest rate on this Note plus 2% per annum as described in the Resolution.

Upon five (5) days prior written notice to the Owner, (a) this Note shall be subject to prepayment prior to its maturity at the option of the Issuer in whole, but not in part, at par plus interest accrued and unpaid to the date of prepayment, plus a prepayment premium equal to one percent (1%) of the principal amount being prepaid, on any date prior to or on January 1, 2021 and (b) on any date after January 1, 2021, this Note shall be subject to prepayment prior to its maturity at the option of the Issuer in whole, but not in part, at par plus interest accrued and unpaid to the date of prepayment with no prepayment premium.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer, and other applicable provisions of law, and Resolution No. 2017-\_\_\_\_ duly adopted by the Issuer on April \_\_, 2017, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions, and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of this Note is secured by the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

<u>Date</u>	<u>Amounts</u>
07/01/2017	
10/01/2017	
01/01/2018	
04/01/2018	
07/01/2018	
10/01/2018	
01/01/2019	
04/01/2019	
07/01/2019	
10/01/2019	
01/01/2020	
04/01/2020	
07/01/2020	
10/01/2020	
01/01/2021	
04/01/2021	
07/01/2021	
10/01/2021	
01/01/2022	
04/01/2022	
07/01/2022	
10/01/2022	
01/01/2023	
04/01/2023	
07/01/2023	
10/01/2023	
01/01/2024	
04/01/2024	
07/01/2024	
10/01/2024	
Total	\$



This Note may be exchanged or transferred by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified, recited, and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in connection with the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Miami Springs, Florida has caused this Note to be executed in its name by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its seal to be impressed hereon, all this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF MIAMI SPRINGS, FLORIDA

[SEAL]

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

Attest:

\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION**

This Note is one of the Notes issued under the provisions of the within-mentioned Resolution.

CITY CLERK OF THE CITY OF MIAMI  
SPRINGS, FLORIDA, as Registrar

Date of Authentication:

\_\_\_\_\_, 2017

By: \_\_\_\_\_  
City Clerk

## EXHIBIT B

### FORM OF PURCHASER'S CERTIFICATE

This is to certify that Branch Banking and Trust Company (the "Purchaser") has not required the City of Miami Springs, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by the City of Miami Springs, Florida of its \$448,500 Capital Improvement Revenue Note, Series 2017 (the "Series 2017 Note"), and no inference should be drawn that the Purchaser, in the acceptance of the Series 2017 Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel, Bryant Miller Olive P.A., and by the City Attorney, Weiss Serota Helfman Cole & Bierman, P.L. ("City Attorney"). Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 2017-\_\_\_\_ adopted by the City Council of the Issuer on April \_\_, 2017 (the "Resolution").

We are aware that investment in the Series 2017 Note involves various risks, that the Series 2017 Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Series 2017 Note is secured solely from the sources described in the Resolution (the "Security").

We have made such independent investigation of the Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Series 2017 Note and can bear the economic risk of our investment in the Series 2017 Note.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel, nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Series 2017 Note as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Series 2017 Note may be transferred in whole or in part; provided, however, we understand that the Series 2017 Note may only be transferred in accordance with the limitations set forth in the Resolution.

We are a bank, as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2017 Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

Neither the Purchaser nor any of its affiliates shall act as a fiduciary for the Issuer or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Series 2017 Note. Neither the Purchaser nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Issuer with respect to the proposed issuance of the Series 2017 Note. The Issuer has represented to the Purchaser that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Series 2017 Note from its financial, legal and other advisors (and not the Purchaser or any of its affiliates) to the extent that the Issuer desired to obtain such advice.

DATED this \_\_\_\_ of April, 2017.

Branch Banking and Trust Company

By: \_\_\_\_\_  
Name: Andrew G. Smith  
Title: Senior Vice President

## EXHIBIT C

### FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with the City of Miami Springs, Florida (the "Issuer") for the private purchase of its \$448,500 Capital Improvement Revenue Note, Series 2017 (the "Series 2017 Note"). Prior to the award of the Series 2017 Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Series 2017 Note (such fees and expenses to be paid by the Issuer):

None

2. (a) No other fee, bonus, or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Series 2017 Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2017 Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Bank is \$-0-.

5. Truth-in-Bonding Statement:

The Series 2017 Note is being issued primarily to finance the Project, as defined in the Resolution hereinafter described.

Unless earlier prepaid, the Series 2017 Note is expected to be repaid by \_\_\_\_ 1, 2024; at an interest rate of 2.13%, total interest paid over the life of the Series 2017 Note is estimated to be \$\_\_\_\_\_.

The Series 2017 Note will be payable solely from the Pledged Revenues as described in Resolution No. 2017-\_\_\_\_\_ of the Issuer adopted on April \_\_, 2017 (the "Resolution"). See the Resolution for a definition of Pledged Revenues. Issuance of the Series 2017 Note is estimated to result in a maximum annual amount of approximately \$\_\_\_\_\_ of Pledged Revenues of the Issuer not being available to finance other services of the Issuer during the life of the Series 2017 Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Purchaser is as follows:

Branch Banking and Trust Company  
5130 Parkway Plaza Boulevard, Building No. 9  
Charlotte, North Carolina 28217

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this \_\_\_\_\_ day of April, 2017.

Branch Banking and Trust Company

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

Name: Andrew G. Smith

Title: Senior Vice President

**EXHIBIT D**

**BANK'S COMMITMENT LETTER**



P.O. Box 714  
Columbia, S.C. 29202  
(803) 251-1328  
Fax (803) 251-1329

March 24, 2017

William Alonso  
City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Dear Mr. Alonso:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by City of Miami Springs ("City").

- (1) **Project:** Revenue Bond, Series 2017
- (2) **Amount to Be Financed:** \$500,000 → \$ 448,100
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Term</u>	<u>BO Rate</u>
7 Years	2.13%

Principal & interest payments shall be due quarterly, as requested. Interest on the principal balance of the Bond shall accrue based on a 30/360 day count basis. BB&T must approve of the final amortization schedule.

The interest rate stated above is valid for a closing no later than May 8, 2017. Closing of the financing is contingent upon completing documentation acceptable to BB&T and its counsel.

All applicable taxes, permits, costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City.

The transaction will be prepayable in whole at any time with a one percent prepayment penalty. As an alternative, the City may choose for the transaction to be noncallable for the first half of the term and callable at par thereafter.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with Florida State Statutes or the Internal Revenue Service code. These provisions must be acceptable to BB&T. In addition, any amount due hereunder not paid when due shall bear interest at a default rate equal to the interest rate on the Series 2017 Note plus 2% per annum from and after five (5) days after the date due.



The stated interest rate above is offered with the understanding that the financing shall comply with the applicable IRS Code Sections 141, 148, 149(e), 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

**(4) Financing Documents:**

It shall be the responsibility of the City to retain and compensate counsel to appropriately structure the financing documents according to Florida State statutes. BB&T shall also require the City to provide an unqualified bond counsel opinion. BB&T and its counsel reserve the right to review and approve all documentation before closing.

**(5) Security:**

The Bond shall be secured by pledge of the City's one half cent transportation taxes.

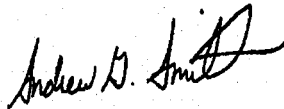
BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T.

Please call me at (803) 251-1328 with your questions and comments. We look forward to hearing from you.

Sincerely,

Branch Banking and Trust Company



Andrew G. Smith  
Senior Vice President



Richard Kuper, Esq.  
Executive Director

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March 6, 2017

The Honorable Xavier Garcia  
Mayor, City of Miami Springs  
201 Westward Drive  
Miami Springs, Fl 33166

City Clerk

MAR 20 2017

Received

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Hon. R.S. Shiver  
Commissioner, City of Florida City  
Hon. Wifredo "Willy" Gort  
Commissioner, City of Miami

Dear Mayor Garcia:

Allow me this opportunity to first thank you for your continued participation in and support of the Miami-Dade County League of Cities (MDCLC). President Francis X. Suarez, and myself are well aware that MDCLC's success is a direct result of the hard work and dedication of its members. For this reason, we need your cooperation in making appointments to the Board.

Each member municipality designates one of its elected officials to serve as a **Director** and one as an **alternate Director** of the League for a period of one year. The term commences at the date of the Annual Meeting in the month of May, and runs until the following May.

Allow this letter to serve as a kind reminder that you are required to designate a Director and an alternate to represent your municipality on the MDCLC's Board preferably before the **April 13, 2017 Board Meeting**. Please send us a note to the League office naming your appointments.

Thank you for your continued cooperation and support.

Sincerely,

Richard Kuper, Esq.  
Executive Director

RK/mr