



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

**Mayor Xavier M. Garcia**

**Vice Mayor Jaime Petralanda  
Councilman Billy Bain**

**Councilman Bob Best  
Councilwoman Roslyn Buckner**

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

### **CITY COUNCIL REGULAR MEETING AGENDA Monday, February 13, 2017 – 7:00 p.m. City Hall, Council Chambers, 201 Westward Drive**

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

**2. Invocation:** Vice Mayor Petralanda

**Salute to the Flag:** Students from Springview Elementary Patrol will lead the audience in the Pledge of Allegiance and Salute to the Flag

**3. Awards & Presentations: None.**

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

**5. Approval of Council Minutes:**

A) January 23, 2017 – Regular Meeting

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

**7. Public Hearings: None.**

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

A) Recommendation by the Police Department that Council approve an expenditure to Patrol PC, as a sole source provider, in the amount of \$20,994.00, as there is only one source (proof attached) for the required four PatrolPC RhinoTabs. These funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section §31.11(E)(6)(c) of the City Code

B) Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Lou's Police Distributors, Inc., utilizing the City of Hallandale Beach Bid #FY2012-2013-008, Uniform Purchase, in the amount of \$20,000.00 for a 12-month period for police uniforms, as funds were approved in the FY 16/17 Budget, pursuant to Section §31.11 (E)(5) of the City Code

C) Recommendation by Public Works that Council authorize the issuance and/or execution of a Purchase Order to HG Construction, utilizing City of West Miami under Bid #2016-10032016 in an amount not to exceed \$14,810.85, 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

**9. Old Business:**

A) Update on Quiet Zone Project

B) Presentation from LifeSpan on the new Senior Center/multi-purpose facility

**10. New Business:**

A) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Second Budget Amendment To The FY 2016-17 Budget; By Increasing The General Fund And Capital Projects Fund Budgets To Record Various Transfers Of Funds: Providing Intent; Specifying Compliance With Budgetary Processes And Procedures; Effective Date

B) Recommendation by Public Works that Council authorize the issuance and/or execution of a Purchase Order to One, Two, Tree, utilizing a cooperative purchase with South Florida Water Management, under contract #4500098042 in an amount not to exceed \$17,200.00 for emergency removal and disposal of downed trees due to tornado on 1/23/2017 under City Code of ordinances Section §31.11 (E)(6)(e) for emergency procurement

C) Recommendation by Recreation that Council authorize the issuance and/or execution of a Purchase Order to Superior Park Systems, Inc., in an amount not to exceed \$9,560.00, for replacement of damaged bleachers and dug out benches at Peavy Dove Park under City Code of ordinances number 31-11 ( E ) ( 6 ) ( e ). Funding will come from city reserves

D) Recommendation by Recreation that Council authorize the issuance and/or execution of a Purchase Order to Island Fence of Dade , in an amount not to exceed \$11,720.00, for emergency repairs and replacement of damaged fencing at Peavy Dove Park pursuant to Section §31.11 ( E ) ( 6 ) ( e ) of the City Code. Funding will come from city reserves

E) Recommendation by Recreation that Council authorize the issuance and/or execution of a Purchase Order to Superior Park Systems, Inc., in an amount not to exceed \$5,137.00, for replacement of damaged trash receptacles at Peavy Dove Park under City Code of ordinances number 31-11 ( E ) ( 6 ) ( e ). Funding will come from city reserves

F) Consideration of the Board of Parks and Parkways Recommendations for nominating the Yard of the Month Awards for April and May 2017


**11. Other Business:**

A) FY2016-2017 1<sup>st</sup> Quarter Budget Status Report (Unaudited)

**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, January 23, 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 Roslyn Buckner  
Councilman Bob Best  
Councilman Billy Bain  
Councilman Jaime A. Petralanda

Assistant City Manager/Finance Director William Alonso  
City Attorney Dan Espino  
City Attorney Haydee Sera  
City Clerk Erika Gonzalez-Santamaria  
Chief Armando Guzman  
Golf Director Paul O'Dell  
Public Works Director Tom Nash  
Elderly Services Director Karen Rosson  
Recreation Director Omar Luna

2. **Invocation:** Offered by Councilwoman Buckner

**Salute to the Flag:** Members of the Boy Scouts led the Pledge of Allegiance and Salute to the Flag

3. **Awards & Presentations:**

A) Yard of the Month – February 2017 – 460 N. Esplanade Drive – Jeff and Ana Dunevitz

**Mr. Dunevitz was present to receive the yard of the month award from Mayor Garcia.**

4. **Open Forum:** The following members of the public addressed the City Council:  
Sandra Novas, 1221 Plover Avenue.

**5. Approval of Council Minutes:**

A) January 9, 2017 - Regular Meeting

**Councilman Bain moved to approve the minutes of January 9, 2017. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

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

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

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

A) A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Pursuant To Section 3-11 Of The City Code Of Ordinances, Approving A Purchase Order To Trane Air Conditioning For Inspection And Maintenance Services For City Hall, Via Miami-Dade County Bid# 6750-5/17-5, In The Amount Of \$10,420.00 Annually; 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

**Councilman Bain moved to approve the minutes of January 9, 2017. 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.**

**9. Old Business:**

A) Update on Senior Center

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

**Eric Elza, 90 Canal Street, addressed the City Council.**

**Some discussion ensued, Councilman Best moved to approve the recommendation by staff to authorize the preparation of design/build RFQ for the current senior center site on Payne Drive. 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.**

**10. New Business:**

A) Recommendation by the Board of Park and Parkways to approve the Yard of the Month nominations for February and March 2017

**Councilwoman Buckner moved to approve the recommendations for yard of the month. 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.**

B) Consideration that Council approve the recommendation by the Historic Preservation Board to allow awnings at Johnny's Soda Fountain and Luncheonette located at 45 Curtiss Parkway

**Councilman Bain moved to approve the request for an extension of the awnings. 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.**

**11. Other Business: None at this time.**

**12. Reports & Recommendations:**

A) City Attorney

City Attorney Espino had no report at this time.

B) City Manager

The City Manager thanked the Public Works Department and Police Department for their quick response to the tornado that took place in the City the night before. He was extremely thankful for the outstanding job from staff and that there was no loss of life or injuries due to the storm.

C) City Council

Mayor Garcia stated that the City had been struck by a tornado early Monday morning. He was very thankful to Commissioner Sosa and Mayor Gimenez for their prompt visit and assistance after the event. He was extremely thankful for Public Works for their quick response on clearing the streets and recognized that they continue to be present working. He stated that FPL is working hard on restoring the power to more than 1200 residences.

Vice Mayor Buckner thanked the public for attending the meeting and reminded the public that the City's general election is coming up.

Vice Mayor Petralanda thanked Commissioner Sosa and Mayor Gimenez for coming out and supporting the City after a natural disaster. He wanted to echo what the Mayor said about Public Works and their continuous efforts.

Councilman Best thanked Public Works for their time and effort after the storm. He also thanked the Police Department for making streets safe in the aftermath of the tornado. He also wanted to acknowledge the passing of Bob Meryk who was a well-known long-time

resident. He also discussed the concerns expressed by residents on establishing quiet zones for railroad crossings. He encouraged the Council to revisit the quiet zone initiative in the upcoming future.

Councilman Bain had nothing to report at this time.

Mayor Garcia thanked the staff for the recent ribbon cutting at Prince Field. The field underwent major improvements such as grading of the entire field. Mayor Garcia also encouraged staff to have information on the quiet zones at railroad crossings in the upcoming meeting. He stated that he brought this item for Council consideration in the past and is hopeful that the Council will consider it in the near future.

### **13. Adjourn**

There being no further business to be discussed the meeting was adjourned at 7:45 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 13th day of February, 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:** February 13, 2017

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

**Via:** William Alonso, City Manager

**From:** Armando Guzman, Chief of Police *Armando Guzman 2/2/2017*

**Subject:** LETF Purchase – PatrolPC tablets for Motor Officers

**Recommendation:** Recommendation by the Police Department that Council approve an expenditure to Patrol PC, as a sole source provider, in the amount of \$20,994.00, as there is only one source (proof attached) for the required four PatrolPC RhinoTabs. These funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section §31.11(E)(6)(c) of the City Code.

**Discussion/Analysis:** The motor officers need rugged duty tablets due to the vibrations on the motorcycle. PatrolPC is a sole source provider of the RhinoTab which will meet the requirements. See attached memo from Capt. J. Mulla, PatrolPC Quote, and Patrol PC Sole Source Letter.

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

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

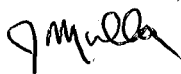
**Submission Date and Time:** 01/31/2017 10:35 a.m.

<p><b><u>Submitted by:</u></b></p> <p>Department: <u>Police Department</u></p> <p>Prepared by: <u>Leah Cates</u> <i>LC</i></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b><u>Approved by (sign as applicable):</u></b></p> <p>Dept. Head: <i>Armando Guzman 2/2/17</i></p> <p>Procurement: _____</p> <p>Asst. to City Mgr.: <i>[Signature]</i></p> <p>City Manager: <i>[Signature]</i></p>	<p><b><u>Funding:</u></b></p> <p>Law Enforcement Trust Funds- Dept./ Desc.: <u>Machinery &amp; Equipment</u></p> <p>Account No.: <u>650-2010-521.64-00</u></p> <p>Additional Funding: <u>N/A</u></p> <p>Amount previously approved: \$ <u>N/A</u></p> <p>Current request: \$ <u>20,994.00</u></p> <p>Total vendor amount: \$ <u>20,994.00</u></p>
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**MIAMI SPRINGS POLICE DEPARTMENT  
MEMORANDUM**

**TO:** Chief Armando Guzman

**FROM:** Captain John Mulla 

**SUBJECT:** LETF Tablet Purchase

**DATE:** January 31, 2017

Recently a new product was made available to police departments for a severe duty tablet. The company that makes the tablet is Patrol PC. Patrol PC makes an aluminum frame and has all the components (including the cellular data card) installed inside. These tablets are not the underpowered, fragile tablets commonly available. The tablets we are looking to purchase have a powerful Intel i5 processor and runs the full version of Windows. We are interested in purchasing four of these tablets for the Motor Officers. We need to use tablets because of the limited space and the tablets must be very rugged due to the vibrations on the motorcycle. This product from Patrol PC is the only one available on the market that meets our criteria. The sole source letter from Patrol PC is attached.

The quote from Patrol PC for all four tablets with mounts and waterproof wireless keyboards is \$20,994.00 (see attached quote).

Patrol PC gave us a demo unit to see if the tablet meets our needs. Motorman Ferriero has been using one of these tablets the last few months and the tablet has been fast and reliable.

# PatrolPC® - QUOTE

Ultra-Rugged Tablet Computers - 100% Designed and Built in the USA

344 John Dietsch Blvd, Units 1 & 2, North Attleboro, MA 02763 (508) 699-0249



<b>BILL TO:</b>	Miami Springs PD	<b>SHIP TO:</b>	same
	c/o Captain John Mulla 201 Westward Drive Miami Springs, FL 33166		

<b>Quote Date:</b>	1/30/2017	<b>Expires:</b>	3/31/2017	<b>Prepared By:</b>	Doug	<b>Sales Rep:</b>	Doug
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QTY	ITEM NUMBER	DESCRIPTION	Unit Price	LINE TOTAL
4	RH-M1-i5-K2	PatrolPC® RhinoTab® M1 Core i Intel Generation 5 - (8GB RAM, 120 SSD, 12.1" Sunlight Readable Display - 1200NITS+, Projected Capacitive Touch Screen, Core i5-5300U 5th Gen 2.3-2.7GHz 3MB Cache, 2 core, HD5500 graphics, 2 USB 3.0, 2 Mini-PCIe half card slots, <b>RhinoDock R2</b> with 6 USB 3.0, 1 10/1001G Ethernet, 3 expansion slots, 1 empty Mini-PCIe slot, 4 RF Pass-Thru, 4 Ports for external power control and ignition sense and HDMI, Internal Battery, Ambient Light Sensor, WiFi 802.11 2.45Ghz B/G/N/AC + Bluetooth, GPS, Front 2MP Camera, Rear 5MP Camera w/flash, dual digital microphones, TPM v2.0, stereo speakers)	\$ 3,725.00	\$ 14,900.00
4	BT-87-TP	iKey Rugged Backlit Waterproof Rubber Blue Tooth Keyboard w/touchpad - 3 year manufacturer's warranty	\$ 312.50	\$ 1,250.00
4	RH-ISCAN	Internal 2D Law Enforcement eCitation Imaging Scanner	\$ 317.00	\$ 1,268.00
4	RH-CELL-SPRINT	Sprint 4G LTE Internal Cellular Modem Sierra Wireless MC7354 w/internal antenna	\$ 399.00	\$ 1,596.00
4	PPC-OS-WIN10-64	Windows 10 Pro 64Bit (You can downgrade to Win7)	\$ 198.00	\$ 792.00
4	TM-5112-PPC-RHINO-DS	Hint Low Profile Motor Mount for Patrol PC RHINOTAB with Docking Station.	\$ 259.00	\$ 1,036.00
4		Shipping	\$ 38.00	\$ 152.00

Notes: Fax Number (508) 699-2531

**TOTAL: \$ 20,994.00**



## Patrol PC Sole Source Letter

Advanced Electronic Design, Inc.

344 John Dietsch Blvd.

North Attleboro, MA 02763

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To: Captain John Mulla  
Miami Springs Police Department

Patrol PC, a division of Advanced Electronic Design, Inc., is a sole-source US manufacturer of ultra-rugged, advanced mobile data terminals/computers (MDT's/MDC's) that are customized for use in mobile Police, Fire and EMS vehicles. Our products are designed and manufactured at our headquarters facilities in North Attleboro, MA, and we certify that we meet all requirements of the "Buy America Act".

We are a "direct-from-the-factory" manufacturer with one mission, and that is to produce tablet computers that are "purpose-built" to support the unique mission and duties of mobile Police, Sheriff, Fire and EMS work. We do not build computers for the general public or for other industries. As a result, our computers are not generally available through traditional retail computer distribution channels in Florida.

We have two main product families, our RT-12i Fixed Mount Tablets, and our RhinoTab Portable Tablets. Our products are different from traditional laptop computers, with unique features and benefits that we design specifically for first responders, including:

- Ruggedized Aluminum Frames to Protect Your Investment
- Sealed 1200 NITS, Ultra-Brite Daylight-View-able Displays for Outdoor Use
- Impact-Resistant Windows Touch-Screens
- Built-In eCitation Scanners
- Built-In 4G LTE Data Modems
- Programmable Buttons For Ease Of Use
- Certified to Function From -15F to +149F
- Fully Expandable and Upgradeable to Eliminate Obsolescence
- Up To 7-Year Extended Warranty to Maximize Your Investment

Thank you for your consideration of Patrol PC products for your agency, and feel free to contact me if you have any questions/issues.

Best Regards,

David J. Swithers, President  
Patrol PC, a division of Advanced Electronic Design, Inc.  
344 John Dietsch Blvd.  
North Attleboro, MA 02763  
508-699-0458



# AGENDA MEMORANDUM

**Meeting Date:** February 13, 2017

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

**Via:** William Alonso, City Manager

**From:** Armando Guzman, Chief of Police *Armando Guzman 2/6/2017*

**Subject:** FY 16/17 Police Uniform Purchase

**Recommendation:** Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Lou's Police Distributors, Inc., utilizing the City of Hallandale Beach Bid #FY2012-2013-008, Uniform Purchase, in the amount of \$20,000.00 for a 12-month period for police uniforms, as funds were approved in the FY 16/17 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

**Discussion/Analysis:** For police shirts, pants, ties, jackets, hats, raincoats, and equipment for all sworn officers and civilian personnel. Attached is a letter from the City of Hallandale Beach to Lou's Police Distributors stating the extension of the Bid from 11/26/16 through 11/26/17, as well as the Bidder's Price sheet, reflecting a 2% increase in last year's prices.

**Submission Date and Time:** 2/6/2017 11:18 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <i>Armando Guzman 2/6/17</i>	Dept./ Desc.: <u>Police - Uniforms</u>
Prepared by: <u>Leah Cates</u> <i>LC</i>	Procurement: _____	Account No.: <u>001-2001-521.52-03</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. to City Mgr.: <i>L.R.</i>	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>FY15/16 15,000.00</u>
		Current request: \$ <u>20,000.00</u>
		Total vendor amount: \$ <u>20,000.00</u>



September 14, 2016

Lou's Police Distributors, Inc.  
Linda Riccobono, President  
7815 West 4<sup>th</sup> Avenue  
Hialeah, FL 33014

RE: City of Hallandale Beach Renewal Notices for Bid # FY2012-2013-008:  
Police Department Uniforms Purchase

Andrea Lues  
Director

Procurement Department

Dear Ms. Riccobono:

The City of Hallandale Beach Police Department would like to renew your firm's contract awarded through Bid # FY 2012-2013-008. The City will be entering into its 4<sup>th</sup> year renewal for the contract term. The effective date for the renewal November 26, 2016 through November 26, 2017.

There is a price adjustments clause on page 4 of 100 of the Bid solicitation which only allows up to a two (2%) percentage yearly renewal increase to continue the services.

Please notify the Procurement Department, in writing, if you wish to continue this contract with the City of Hallandale Beach at the same prices, terms and conditions. Your company's written response must be returned signed by the President of the company duly authorized to execute for your firm.

Additionally, per Article 5 of the above subject solicitation and agreement, Certificates of Insurance naming the City of Hallandale Beach as an additional insured for the renewal period will be required.

The City of Hallandale Beach is requesting that your response and insurance be sent via email to [jwiggins@cohb.org](mailto:jwiggins@cohb.org) and be received on or before **Tuesday, September 20, 2016.**

Please contact the Joann Wiggins, Senior Procurement Specialist with any questions at 954-457-1331.

Sincerely,

Andrea Lues  
Director, Procurement Department

cc: Dwayne Flournoy, Chief of Police  
Jonise Sainvil, Special Projects Coordinator

400 S. Federal Highway  
Hallandale Beach, FL 33009  
Ph. (954) 457-1333  
Fax (954) 457-1342

**Lou's Police Distributors, Inc.**

7815 West 4th Ave

Hialeah, FL 33014

Phone (305) 416-0000 Fax (305) 824-9205

**Quotation**

DATE December 20, 2016

Quotation #

Customer ID

**Bill To:**

MIAMI SPRINGS POLICE DEPT.
ATTN:LEAH CATES

**Quotation valid for: 30 Days****Prepared by:****Comments or special instructions:** PRICES VALID 11-26-16 TO 11-26-17

Item Number	Description	QTY	Price per Unit	Extension
UD34200	FECHHEIMER MALE NAVY PANTS (28-42)		\$ 40.06	\$ -
UD34200	FECHHEIMER MALE NAVY PANTS OV (44-50)		\$ 44.10	\$ -
UD34250	FECHHEIMER FEMALE NAVY PANTS (2-18)		\$ 40.06	\$ -
34W7886Z FECUD12020	FLYING CROSS OR EQUAL L/S NAVY MALE SHIRT (14-18.5)		\$ 38.25	\$ -
34W7886Z FECUD12020	FLYING CROSS OR EQUAL L/S NAVY MALE SHIRT OV (19-22)		\$ 43.70	\$ -
FECUD12021	FLYING CROSS OR EQUAL L/S WHITE MALE SHIRT (14-18.5)		\$ 38.25	\$ -
87R7886Z FECUD12000	FLYING CROSS OR EQUAL S/S NAVY MALE SHIRT (14-18.5)		\$ 29.44	\$ -
87R7886Z FECUD12000	FLYING CROSS OR EQUAL S/S NAVY MALE SHIRT OV (19-22)		\$ 38.37	\$ -
FECUD12001	FLYING CROSS OR EQUAL S/S WHITE MALE SHIRT (14-18.5)		\$ 29.44	\$ -
127R7886Z FECUD12030	FLYING CROSS OR EQUAL L/S NAVY FEMALE SHIRT (30-46)		\$ 33.56	\$ -
FECUD12031	FLYING CROSS OR EQUAL L/S WHITE FEMALE SHIRT (30-46)		\$ 33.56	\$ -
177R7886Z FECUD12010	FLYING CROSS OR EQUAL S/S NAVY FEMALE SHIRT (30-46)		\$ 29.44	\$ -
FECUD12011	FLYING CROSS OR EQUAL S/S WHITE FEMALE SHIRT (30-46)		\$ 28.87	\$ -
HER5416S	SERGEANT CHEVRONS (PAIR)		\$ 2.98	\$ -
LIB525/599MNV	LIBERTY NAVY JACKET W/LINER		\$ 59.98	\$ -
26950-50POL	BLAUER HI-VIS RAIN JACKET W/POLICE REFLEC.(MOTORS)		\$ 199.98	\$ -
BLAU134R	BLAUER BLACK RAIN PANTS		\$ 46.98	\$ -
NEE9100SC	NEESE 48"YELLOW RAINCOAT W/HOOD - POLICE ON BACK		\$ 69.98	\$ -
511-74273	5.11 TACLITE PANTS SIZES:28-44		\$ 40.00	\$ -
90010/90043/90063	SAMUEL BROOME 18"-22 BLACK TIES		\$ 7.98	\$ -
511-71049	5.11 PERFORMANCE POLO S/S DARK NAVY S-XL		\$ 34.96	\$ -
	5.11 PERFORMANCE POLO S/S DARK NAVY XXL		\$ 35.33	\$ -
STIEMB1	EMBROIDERY BADGE & DEPT. & NAME		\$ 15.98	\$ -
<b>TOTAL</b>				\$ -



# AGENDA MEMORANDUM

**Meeting Date:** 2/6/2017

**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 \$14,810.85, 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 at following address: 1501 Lenape Dr., 1230 N.R.P. Blvd, 1216 Ibis Ave., 600 Lawn Way, 565 South Dr., 632 South Dr., 599 Lee Dr., 1199 Oakwood Dr., and Middle School on Darkwood.

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

**Submission Date and Time:** 1/20/2017 9:31 AM

<p><b>Submitted by:</b></p> <p>Department: <u>Public Works</u></p> <p>Prepared by: <u>Nicolle Rodriguez</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>Approved by (sign as applicable):</b></p> <p>Dept. Head: <u>[Signature]</u></p> <p>Procurement: <u>[Signature]</u></p> <p>Asst. City Mgr.: <u>[Signature]</u></p> <p>City Manager: <u>[Signature]</u></p>	<p><b>Funding:</b></p> <p>Dept./Desc.: <u>CFPT</u></p> <p>Account No.: <u>135-0902-541-4600</u></p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ <u>14,810.85</u></p> <p>Total vendor amount: \$ <u>14,810.85</u></p>
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YOLANDA AGUILAR  
City Manager

December 05, 2016

Mr. Hilario Gonzalez  
H. G. Construction and Development Inc.  
10507 SW 78th Street  
Miami, FL 33173

Re: Notice of Award  
City of West Miami Garden Club Park  
Bid Number 2016-10032016

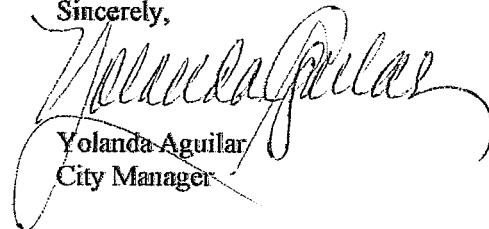
Dear Mr. Hilario Gonzalez,

I would like to congratulate you on the award of the bid for the City of West Miami Garden Club Park construction project in the amount of \$285,474.27. The contract between the City of West Miami and your firm on the above reference project will be fully executed as soon as you provide your Performance and Payment Bonds. Your company was awarded the bid at our City Commission Meeting of November 18<sup>th</sup>, 2016.

You have fourteen (14) days per contract specifications Section 00100-5, 1.6 to submit the required Performance and Payment Bond along with the insurance certificates for acceptance by the City. A development organizational meeting will be scheduled at your convenience once you have submitted the performance, payment bond and insurance certificates. We would like to begin the actual work by January 9th, 2017. Please contact Juan Pena, Director of Public Works to schedule the meeting at (305) 266-4214.

Please advise if you need any further information or paperwork. You will find that my staff will assist you in every way possible to expedite completion of this project.

Sincerely,



Yolanda Aguilar  
City Manager

Cc: Francisco Alonso, City Engineer  
Juan Pena, Director of Public Works  
Mercedes Leon, Finance Director  
Annery Gonzalez, City Clerk

CITY OF WEST MIAMI

901 S.W. 62nd Avenue • West Miami, FL 33144 • Phone: (305) 266-1122 • Fax: (786) 388-5284  
E-mail: yolandaaguilar@cityofwestmiami.org





12-Jan-17

<b>SIDEWALK REMOVE AND REPLACEMENT PROPOSAL 2</b>	<b>CLIENT: CITY OF MIAMI SPRINGS</b>
<b>Project: MIAMI SPRINGS SIDEWALK REPLACEMENT</b>	<b>ADDRESS: 345 N ROYAL POINCIANA MIAMI SPRINGS, FL</b>
<b>ADDRESS: MIAMI SPRINGS CITY WIDE</b>	<b>EMAIL: NASHT@MIAMISPRINGS-FL.GOV</b>
	<b>PHONE #305-805-5170</b>

Please accept HG Construction's Proposal for the removal & replacement of existing damaged sidewalk. Also included in this proposal is the grading of swales to match existing elevations and removal of any obstruction roots.

**SCOPES AS PER FIELD DIRECTIVE**

QUANTITY	UNIT	DESCRIPTION	PRICE/UNIT	EXTENSION
	ADD			
33	LF	1501 LENAPE DR. 4" SIDEWALK REM & REPLACE	\$ 27.00 / LF	\$ 891.00
16	LF	1501 LENAPE DR. 6" SIDEWALK REM & REPLACE	\$ 34.00 / LF	\$ 544.00
24	LF	1230 N.R.P. 4" SIDEWALK REM & REPLACE	\$ 27.00 / LF	\$ 648.00
5	LF	1216 IBIS AVE. 4" SIDEWALK REM & REPLACE	\$ 27.00 / LF	\$ 135.00
141	LF	600 LAWN WAY. 4" SIDEWALK REM & REPLACE	\$ 27.00 / LF	\$ 3,807.00
65	LF	600 LAWN WAY. 6" SIDEWALK REM & REPLACE	\$ 34.00 / LF	\$ 2,210.00
38	LF	565 SOUTH DR. 4" SIDEWALK REM & REPLACE	\$ 27.00 / LF	\$ 1,026.00
30	LF	632 SOUTH DR. 4" SIDEWALK REM & REPLACE	\$ 27.00 / LF	\$ 810.00
29	LF	MIDDLE SCHOOL ON DARKWOOD 4" SIDEWALK REM & REPLACI	\$ 27.00 / LF	\$ 783.00
15	LF	599 LEE DR. 4" SIDEWALK REM & REPLACE	\$ 27.00 / LF	\$ 405.00
60	LF	1199 OAKWOOD DR. 4" SIDEWALK REM & REPLACE	\$ 27.00 / LF	\$ 1,620.00
<b>SUBTOTAL:</b>				\$ 12,879.00
<b>OHP 15%:</b>				\$ 1,931.85
<b>TOTAL COST:</b>				<b>\$14,810.85</b>

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






# AGENDA MEMORANDUM

**Meeting Date:** 2/13/2017

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

**From:** William Alonso, City Manager 

**Subject:** Update on Quiet Zone Project

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During the past few months the Administration has been researching the possibility of providing a “Quiet Zone” at the railroad crossing in the City, since many residents in that area have expressed their displeasure with the noise during the middle of the night..

In reviewing the requirements for this type of project, the first step would be to hire an engineer to complete a study in order to determine the amount of work required and the number of crossings that will be affected. Our City Engineers, Craven and Thompson, referred us to R.J. Behar for this work and their quote, which is attached, is estimated to cost approx. \$13,254.50 for Phase I of the project. Phase I consists of eight tasks which will include providing the City with the number of crossings involved and the estimated costs of doing these crossings.

If Council is interested in pursuing this study, we would need approval to appropriate \$13,255 from reserves. In the meantime, Staff continues to search for grants and other funding sources to help pay for this project if approved.

I have also added on the last page the Federal Railroad Administration rules that specifically excludes railyards from the Quiet Zone project.

**CITY OF MIAMI SPRINGS**  
**Railroad Crossing Quite Zone Study**  
**Scope of Services – Fees Proposal**

August 22<sup>nd</sup>, 2016

**Introduction / Background**

The sounding of train horns as they approach a rail / roadway crossing, although very important with regards to public safety, can also be very disturbing to nearby residential neighborhoods as the result of the noise they emit, especially during night time. The United States Department of Transportation Federal Railroad Administration (FRA) has established regulations, procedures and guidelines known as the Locomotive Horn Rule (49 CFR Part 222), to address the train horn noise issue which covers the development, review, approval and implementation of Quite Zones (QZ) in the vicinity of Railroad crossings.

**Objective**

The City understands the concerns of its residents and therefore, wishes to conduct an initial phase Study to determine the feasibility of establishing Quite Zones at designated Railroad crossings. The study will be conducted to conform to the pertinent procedures and guidelines established by the FRA and the Florida Department of Transportation (FDOT).

**Phase I. Feasibility of Quite Zones (QZ).**

**Task 1**

From field observations, identify Railroad Crossings (RR xings) to be studied and obtain concurrence from the City.

**Task 2 – Inventory**

Perform inventory of selected RR xings. Inventory will include number of roadway lanes, number of RR tracks, existing RR xing gates, signal displays, related roadway signs, pavement markings, conditions of roadway surface and RR xing. Photographs of each crossing will illustrate existing conditions. This task includes a maximum of eight RR xings to be inventoried.

**Task 3 - Data Collection**

a. The following data will be requested by the City of Miami Springs from the Railroad Company and / or the FDOT at each selected RR xing:

- RR xing identification number.
- Number of trains per day.
- Train speeds.
- Most recent available three-year crash history.

b. Obtain 72-hour vehicular traffic counts, summarized by hourly intervals, at each selected RR xing. This task includes a maximum of eight traffic count locations.

**Task 4 - Analysis**

From the results of Tasks 1 through 3 above perform the analysis to conform to the applicable guidelines from the FRA's Locomotive Horn Rule (49 CFR Part 222) and FDOT Procedure No. 725-080-002.

**Task 5 - Quiet Zones (QZ) Recommendations**

- a. From the results of Tasks 1 through 4 above, determine proposed QZ and their corresponding measures, operational and safety improvements.
- b. Develop preliminary conceptual level cost estimates for each selected QZ.

**Task 6 - Study Report**

Based on the results of Tasks 1 through 5 above, a draft and a final report will be prepared and submitted to the City of Miami Springs for their review.

**Task 7 - Meetings / Presentation**

Total of five (3) meetings are anticipated.

- a. Two meetings with City staff.
- b. One Presentation to the City Council.

**Task 8 - Project Management**

Provide management and coordination for this study.

**Study Fees Phase I: \$ 13,254.50**

<http://www.fra.dot.gov/Page/P0689>

## Quiet Zones

### About Quiet Zones

A quiet zone is a section of a rail line at least one-half mile in length that contains one or more consecutive public highway-rail grade crossings at which locomotive horns are not routinely sounded when trains are approaching the crossings. The prohibited use of train horns at quiet zones only applies to trains when approaching and entering crossings and does not include train horn use within passenger stations or rail yards. Train horns may be sounded in emergency situations or to comply with other railroad or FRA rules even within a quiet zone. Quiet zone regulations also do not eliminate the use of locomotive bells at crossings. Communities wishing to establish quiet zones must work through the appropriate public authority that is responsible for traffic control or law enforcement at the crossings.

### How to Establish a Quiet Zone

The final rule provides an opportunity for localities nationwide to mitigate the effects of train horn noise by establishing new quiet zones. In a quiet zone, railroads have been directed to cease the routine sounding of their horns when approaching public highway-rail grade crossings. Train horns may still be used in emergency situations or to comply with other Federal regulations or railroad operating rules. Localities desiring to establish a quiet zone are first required to mitigate the increased risk caused by the absence of a horn. Learn how to create a Quiet Zone [here](#).



# AGENDA MEMORANDUM

**Meeting Date:** 2/13/2017

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

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

**Subject:** Presentation from LifeSpan on the new Senior Center/multi-purpose facility

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On November 14, 2016, Council approved the execution of a contract with LifeSpan Design Studio, LLC to provide consulting services to assist in the the layout and design of the new multi-purpose activities/Senior Center Facility.

At the Council meeting of January 23rd, Council approved our recommendation to work with LifeSpan on developing plans for a new facility only at the current Payne Drive site instead of the two sites previously authorized by Council. This would also result in a reduction of design costs and would generate a savings to the City.

We have had several follow up discussions with LifeSpan since our last meeting, and tonight Doug and Ellen Gallow of LifeSpan are here to provide Council with a presentation of the results of these discussions and what their proposal is for the interior layout of the facility as well as some proposed footprints for the building.

The next step in the process is for LifeSpan to assist the City in developing a Request for Qualifications (RFQ) package to be competitively advertised in order to hire an Architect/Engineer for the Design-Build specifications and plans for construction.

**RESOLUTION NO. 2017 – XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS PROVIDING FOR THE SECOND BUDGET AMENDMENT TO THE FY 2016-17 BUDGET; BY INCREASING THE GENERAL FUND AND CAPITAL PROJECTS FUND BUDGETS TO RECORD VARIOUS TRANSFERS OF FUNDS; PROVIDING INTENT; SPECIFYING COMPLIANCE WITH BUDGETARY PROCESSES AND PROCEDURES; EFFECTIVE DATE**

**WHEREAS**, the City Charter prohibits any City department from incurring expenditures in excess of the department's approved budget; and,

**WHEREAS**, the City Finance Director has deemed it proper and appropriate to record transfers of funds within the City General Fund to cover the installation of four Tiki-Huts, transfer funds from the Human Resources budget to the police budget to cover costs of sergeant exams, and to fund the emergency tree removal costs after the tornado of January 23, 2017; and,

**WHEREAS**, the City Finance Director has also deemed it proper and appropriate to record transfers of reserve funds from the General Fund to the Capital Projects Fund to fund the cost of contracting with LifeSpan to design the new Elderly Services facility; and,

**WHEREAS**, the City Council has determined that the budget increases, recordations, and appropriations previously set forth herein are both proper and appropriate, in accordance with generally accepted municipal accounting principles, and in the best interests of the City and its citizens;

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

**Section 1:** That the City Council of the City of Miami Springs hereby approves and authorizes the budgetary amendments and appropriations to the various revenues and expenditures of the budgets and funds set forth in Exhibit "A" attached hereto.

**Section 2:** That the City Council approvals and authorizations evidenced herein are intended to provide the City with the means to accomplish the purposes and projects identified in the recitals of this Resolution and the Exhibit attached hereto.

**Section 3:** That the City Council of the City of Miami Springs has authorized and approved the foregoing budgetary amendments, increases and appropriations in order to comply with generally accepted budgetary processes and procedures.

**Section 4:** That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.



**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida, this 13<sup>th</sup> day of February, 2017, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Vice Mayor Petralanda  
Councilman Best  
Councilman Bain  
Councilwoman Buckner  
Mayor Garcia

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

**ATTEST:**

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

**APPROVED AS TO LEGALITY AND FORM:**

\_\_\_\_\_  
Dan Espino, City Attorney

**EXHIBIT "A"**

**City of Miami Springs**  
**FY 2016-17 Budget Amendment**  
**All Operating Funds**

<b>Fund/Classification</b>	<b>Amended Budget</b>	<b>Amendment No. 2</b>	<b>Ref</b>	<b>Amended Budget</b>
<b>General Fund</b>				
<b>Revenues</b>				
Taxes	\$7,566,637			\$7,566,637
Excise Taxes	2,755,000			2,755,000
Licenses & Permits	183,000			183,000
Intergovernmental Revenues	2,052,318	-		2,052,318
Charges for Services	2,509,895			2,509,895
Fines & Forfeitures	490,000			490,000
Miscellaneous	277,300	877	5	278,177
Proceeds from debt	-	-		-
Transfers from other funds	230,087			230,087
Fund Balance	60,000	\$40,900	-	100,900
<b>Total General Fund</b>	<b>\$16,124,237</b>	<b>\$41,777</b>		<b>\$16,166,014</b>
<b>Expenditures</b>				
City Council	152,612			152,612
City Manager	325,873			325,873
City Clerk	281,938			281,938
City Attorney	166,000			166,000
Human Resources	236,462	(\$3,200)	2	233,262
Finance-Administration	410,947			410,947
Finance-Professional Services	206,995			206,995
Information Technology	346,200			346,200
Planning	74,819			74,819
Police	6,411,082	3,200	2	6,414,282
Code Enforcement	192,468			192,468
Public Works	1,744,899	41,777	1,4,5	1,786,676
Recreation & Culture	2,330,175			2,330,175
Golf Operations	1,870,921			1,870,921
Transfers to other funds	943,957			943,957
Budgeted Increase to reserves	428,979			428,979
<b>Total General Fund</b>	<b>16,124,327</b>	<b>41,777</b>		<b>16,166,104</b>
Sanitation Operations	2,553,586			2,553,586
Stormwater Operations	498,905			498,905
<b>Total Enterprise Funds</b>	<b>3,052,491</b>	<b>\$0</b>		<b>\$3,052,491</b>
<b>Special Revenue &amp; Capital Projects</b>				
Road & Transportation	698,514			\$698,514
Senior Center Operations	470,843			470,843
Capital Projects	854,340	48,831	3	903,171
Building Operations	738,568			738,568
Law Enforcement Trust	132,996			132,996
<b>Total Special Revenue &amp; Capital Projects Funds</b>	<b>2,895,261</b>	<b>\$48,831</b>		<b>\$2,944,092</b>
Debt Service	896,916	\$0		\$896,916
<b>Total Debt Service</b>	<b>896,916</b>			<b>\$896,916</b>
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$22,968,995</b>	<b>\$90,608</b>		<b>\$23,059,603</b>

**Legend:**

- 1) \$23,700 for installation of 4 TikiHuts approved by Council 11/14/16
- 2) Transfer \$3200 from HR budget to Police budget to cover oral exam costs for sargeant exams.
- 3) Record \$48,831 cost to LifeSpan for new Senior Center facility design
- 4) record \$17,200 tornado cleanup costs to One Two Tree inc.
- 5) \$877 Peavey Dove Renovation reimburse by insurance company



# AGENDA MEMORANDUM

**Meeting Date:** 2/13/2017  
**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 Tree Removal and Disposal

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a Purchase Order to One, Two, Tree, utilizing a cooperative purchase with South Florida Water Management under contract # 4500098042 (attached), in an amount not to exceed \$17,200.00, for emergency removal and disposal of downed trees due to tornado on 1/23/2017 under City Code of ordinances number 31-11 (E) (6) (e) for emergency procurement.

**DISCUSSION:** Emergency response to tornado damage. Removal and disposal of downed trees. Areas will be back filled and raked out to a level grade, ready for sod or tree replacement. As the City Manager informed you via email on January 26, work commenced on January 27 in order to expedite the cleanup.

**FISCAL IMPACT:** Funding will come from city reserves.

**Submission Date and Time:** 1/26/2017 1:40 PM

<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>Tornado 1-23-2017</u>
Prepared by: <u>Nicolle Rodriguez</u>	Procurement: <u>[Signature]</u>	Account No.: <u>001-5402-541-4660</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u>[Signature]</u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u>[Signature]</u>	Amount previously approved: \$ _____
		Current request: \$ <u>17,200.00</u>
		Total vendor amount: \$ <u>17,200.00</u>



January 26, 2017

*We'll handle all of your tree and garden needs.*

City Of Miami Springs/Public Works  
Attn.: Tom Nash

Via E-mail: [nasht@miamisprings-fl.gov](mailto:nasht@miamisprings-fl.gov) (5-pages)

**One Two Tree, Inc., proposes to complete the following tree services:**

*Emergency response to tornado damage, including but not limited to the following Tree, trunk, stump and root plate removals, hauling and disposal. All areas will be back filled and raked out to a level grade, ready for sod or tree replacement*

**Dove Av. Park perimeter along Dove Av.**

- Lg. Ficus trunk, lower branching & root plate
- Lg. Ficus trunk & stump
- 2 Ficus trees leaning on dugout with root plates exposed

**Dove Av. Park perimeter along Quail Av.**

- Lg. Ficus trunk, stump & root plate
- 650 Quail Av.: Lg. Ficus trunk, stump & root plate

**Nightingale**

- 840: Lg. Ficus tree
- 870: 4' stump & root plate
- 911: Md. Ficus tree

**910 Oriel Av.**

- 10' Eucalyptus trunk, stump & root plate

**1100 Wren Av.**

- 4' Oak stump

**Plover Av.**

- 1170: Lg. Ficus trunk, stump & root plate  
Sm. Ficus stump & root plate
- 1131: 2' Oak stump
- 1130: 4' Oak stump

**671 Raven Av.**

- 2 Ficus trees

**Equipment list**

Bucket truck  
40 CY Loader truck  
Wood chipper  
Log cart  
Lg. stump grinder

**License and Insurance**


- A. Miami-Dade County Occupational, #1745026
- B. International Society of Arboriculture, FL6342A
- C. General liability, Wesco Ins. Co. thru 8/29/17
- D. Worker's Comp., Lion Ins. Co. thru 1/1/18
- E. Vehicles, Hartford Casualty Ins. Co., thru 12/31/17

**Total Job Cost: \$17,200.00 (includes hauling & disposal at site designated by The City).**

**Payment terms: FULL PAYMENT UPON COMPLETION. No deposit. **Payment is due upon receipt of invoice.****


**STUMP & ROOT GRINDING DISCLAIMER:** Although reasonable care will be taken during the grinding process and even if underground markings are evident, One Two Tree, Inc. is not responsible for any unintentional damage to, or the repair or replacement of, underground utilities (water, gas, electric, cable, data, irrigation, Etc.). Additionally, One Two Tree, Inc. is not responsible for repair or replacement of surrounding lawn, landscaping, hardscaping (pavers, concrete, asphalt, wood decking, Etc.). Holes created by the grinding process will be back-filled with a mix of grinding debris and soil and raked-out to a rough grade. We do not remove any soil or are responsible for lowering the grade of an elevated stump.

**Approval:** I hereby accept the above costs, terms and conditions, as well as, authorize the work and will abide by the payment terms outlined.

  
Signature on behalf of The City Of Miami Springs

1-26-17  
Date

William Alonso  
Please print name

  
Rick Barocas, on behalf of One Two Tree, Inc.  
ISA Certified Arborist, FL6342A

1-26-17  
Date

*Please visit [www.onetwotree.com](http://www.onetwotree.com) for the latest in tree, lawn, landscaping & pest alerts, as well as, to familiarize you with all of our services!*

# CERTIFICATE OF LIABILITY INSURANCE

Date  
1/6/2017

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.**

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage	NAIC #
Insurer A: Lion Insurance Company	11075
Insurer B:	
Insurer C:	
Insurer D:	
Insurer E:	

## Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence \$ Aggregate \$																
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2017	01/01/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><b>X</b></td> <td style="width: 60%;">WC Statutory Limits</td> <td style="width: 10%; text-align: center;"><b>OTH-ER</b></td> <td style="width: 25%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<b>X</b>	WC Statutory Limits	<b>OTH-ER</b>			E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
<b>X</b>	WC Statutory Limits	<b>OTH-ER</b>																				
	E.L. Each Accident		\$1,000,000																			
	E.L. Disease - Ea Employee		\$1,000,000																			
	E.L. Disease - Policy Limits		\$1,000,000																			

Other

**Lion Insurance Company is A.M. Best Company rated A- (Excellent). A.M.B. # 12616**

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:** Client ID: 31-66-213  
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

**One Two Tree, Inc.**

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.  
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

**Project Name:**  
ISSUE 01-06-17 (PH)

Begin Date **10/3/2007**

**CERTIFICATE HOLDER**

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives

*John L. Bonner*



# CERTIFICATE OF LIABILITY INSURANCE

ONETW01

OP ID: CK

DATE (MM/DD/YYYY)

08/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tanenbaum Harber of Florida 2900 SW 149th Avenue Miramar, FL 33027-6805 Joseph J. Kiertekles	<b>CONTACT NAME:</b> Carol Kiertekles <b>PHONE (A/C, No, Ext):</b> 954-883-2996 <b>FAX (A/C, No):</b> 954-517-7496 <b>E-MAIL ADDRESS:</b> ckiertekles@thflorida.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> One Two Tree, Inc. Ana Morales 7250 SW 42 Terrace Miami, FL 33155	<b>INSURER A:</b> WESCO Insurance Company <b>NAIC #:</b> 25011	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			WPP111320103	08/29/2016	08/29/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			WPP111320103	08/29/2016	08/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$ n/a
	EXCESS LIAB						AGGREGATE \$ n/a
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ n/a
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ n/a
							E.L. DISEASE - POLICY LIMIT \$ n/a

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>EVIDCO1</b>  <b>"EVIDENCE OF COVERAGE"</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

Send all invoices in **PDF** format to  
**APInvoices@sfwmd.gov**

FL Sales Tax Exemption #85-8013149859C-9  
 Federal Tax Exempt #59-74-0072K

**Vendor 101041:**

ONE TWO TREE INC  
 7280 SW 42ND TER  
 MIAMI FL 33155-4532  
 TEL: 305-267-1426 FAX: 305-262-2256  
 Attention: MARC TERWILLIGER

<b>SHIP TO:</b> SOUTH FLORIDA WATER MANAGEMENT DISTRICT SFWMD: Headquarters 3301 Gun Club Road West Palm Beach FL 33406		<b>PURCHASE ORDER:</b> THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES AND CORRESPONDENCE  <b>4500098042</b>	
<b>PURCHASING AGENT:</b> J. Harris-Fitzroy 561-682-2298		<b>ORDER DATE:</b> 01/04/2017	
<b>CONFIRMING: NO</b>		<b>Page 1 of 3</b>	
<b>PAYMENT TERMS:</b> Within 30 days Due net		<b>FOB DESTINATION</b>	

- NOTE:**
- Prices displayed govern the purchase order transaction.
  - Early payment discount invoices receive priority handling
  - The attached Purchase Order terms & conditions, pages 1 through 2 apply

**IMPORTANT NOTES:**

**LINE ITEMS OF YOUR INVOICE MUST MATCH LINE ITEM NUMBERS ON THIS DOCUMENT**

Item	Material/Description	Delivery Date	Quantity	Unit	Unit Price	Extension
1	Tree Management FY 17 Maintenance Trimming Hazardous and exotic vegetation remove, and tree elevations, along the C-103N Canal in Homestead, FL	02/10/2017	1,000	AU	16,800.00	16,800.00
				EA	1.00	
<b>Grand Total</b>						<b>16,800.00</b>

PRICING PER QUOTATION DATED 11/18/16 FROM MARC TERWILLIGER. PO TOTAL AMOUNT SHALL NOT BE EXCEEDED WITHOUT DISTRICT'S PRIOR WRITTEN AUTHORIZATION.

COORDINATE WORK WITH MIKE KIRKLAND AT 561-682-6745.

  
 Authorized Agent

# PURCHASE ORDER TERMS AND CONDITIONS

This PURCHASE ORDER constitutes a binding contract between the South Florida Water Management District (DISTRICT) and the VENDOR as named on the PURCHASE ORDER when accepted by the VENDOR either by express acknowledgment or by commencement of work or shipment without reservations.

**INVOICES AND PAYMENTS.** The VENDOR shall submit a separate invoice for each purchase order or purchase release after each delivery. Invoices for other than lump sum payments shall be substantiated by adequate supporting documentation, including an itemization of the date, hours expended, description of the deliverable, and, if applicable, transportation charges, the bill of lading and the freight waybill. The VENDOR's invoice shall reference the DISTRICT's PURCHASE ORDER number and a pdf copy of this invoice shall be emailed to APInvoice@sfwmd.gov. The pdf shall be at a resolution of no less than 300 dpi and the pdf file shall be named with the VENDOR's name and the PO number. If email or pdf filing is not possible, the VENDOR may mail the invoice to ACCOUNTS PAYABLE, South Florida Water Management District, PO Box 24682, West Palm Beach, FL 33416-4682. A copy of all invoices shall also be sent to the attention of the Project Manager if listed on the Purchase Order. Invoices submitted to the attention of the Project Manager shall be clearly marked "copy" and may be submitted electronically via e-mail or fax. The time at which payment shall be due from the DISTRICT shall be thirty (30) days from receipt of a proper invoice and acceptance of deliverables.

**INDEMNIFICATION.** For value received, the VENDOR shall indemnify and hold the DISTRICT, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the VENDOR and other persons employed or utilized by the VENDOR in the performance of the PURCHASE ORDER. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this PURCHASE ORDER. This paragraph shall survive the expiration or termination of this PURCHASE ORDER.

**TERMINATION FOR DEFAULT.** In accordance with DISTRICT Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the PURCHASE ORDER. If the VENDOR materially fails to fulfill its obligations under this PURCHASE ORDER, the DISTRICT will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The VENDOR shall have thirty (30) days to cure the breach. If the VENDOR fails to cure the breach within the thirty (30) day period, the DISTRICT shall issue a Termination for Default Notice. Once the DISTRICT has notified the VENDOR that it has materially breached its PURCHASE ORDER with the DISTRICT, the DISTRICT's Governing Board shall determine whether the VENDOR should be suspended from doing future work with the DISTRICT, and if so, for what period of time. Should the DISTRICT terminate for default in accordance with this provision, the DISTRICT shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

**TERMINATION FOR CONVENIENCE.** The DISTRICT may terminate this PURCHASE ORDER with or without cause at any time for convenience upon 30 calendar days prior written notice to the VENDOR. In the event of termination for convenience, the DISTRICT shall compensate the VENDOR for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this PURCHASE ORDER. The DISTRICT may withhold all payments to the VENDOR for such work until such time as the DISTRICT determines the exact amount due to the VENDOR. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation.

**RECORDS RETENTION/AUDIT.** The VENDOR shall maintain all records, books and documents pertinent to the performance of this PURCHASE ORDER in accordance with generally accepted accounting principles consistently applied. The DISTRICT shall have inspection and audit rights to such records for a period of 5 years from final payment under this PURCHASE ORDER. Records relating to any legal disputes arising from performance under this PURCHASE ORDER shall be made available until final disposition.

**NONDISCRIMINATION.** The VENDOR hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The VENDOR shall take all measures necessary to effectuate these assurances.

**PUBLIC ENTITY CRIMES/SDN LIST.** The VENDOR, by its execution of this PURCHASE ORDER or by commencement of shipment with reservations, acknowledges and attests that neither it, nor any of its suppliers, subcontractors or consultants who shall perform work which is intended to benefit the DISTRICT is included on the U.S. Department of Treasury's List of Specially Designated Nationals and Blocked Persons, is a State of Florida convicted vendor or is included on State of Florida's discriminatory vendor list; and if the VENDOR or any affiliate of the VENDOR has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since placement on one of either of these lists. The VENDOR further understands and accepts that this PURCHASE ORDER shall be either void or subject to immediate termination by the DISTRICT, in the event there is any misrepresentation or lack of compliance with the laws and regulations of the U.S. Department of Treasury and/or the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

**PUBLIC ACCESS.** The VENDOR shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the VENDOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the VENDOR.

**DISTRICT'S TAX EXEMPTION.** The VENDOR shall not utilize the DISTRICT's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the DISTRICT. The VENDOR shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this PURCHASE ORDER.

**ASSIGNMENT/GUARANTEE.** The VENDOR shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this PURCHASE ORDER without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be null and void. The VENDOR shall not pledge the DISTRICT's credit or make the DISTRICT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the DISTRICT's credit shall also be construed to include the use of "factoring agents"

or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**FORCE MAJEURE.** Notwithstanding any provisions of this PURCHASE ORDER to the contrary, the parties shall not be held liable for any failure or delay in the performance of this PURCHASE ORDER that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this PURCHASE ORDER shall otherwise remain in effect.

**AMENDMENTS.** This Purchase Order may be amended or rescinded only with the written approval of the parties hereto.

**ORDER OF PRECEDENCE.** Any inconsistency in this PURCHASE ORDER shall be resolved by giving precedence in the following order: (1) PURCHASE ORDER terms and conditions; (2) Specifications; (3) all other documents, including, but not limited to, drawings, descriptions, sample(s).

**ENTIRE AGREEMENT.** This PURCHASE ORDER states the entire understanding and agreement between the parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this PURCHASE ORDER. The Florida Uniform Commercial Code (Chapters 671-679, Florida Statutes) shall control definitions. The acceptance or acquiescence of any course of performance rendered under this PURCHASE ORDER shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This PURCHASE ORDER shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

## ADDITIONAL TERMS AND CONDITIONS FOR COMMODITIES:

**COMPLIANCE.** The VENDOR, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

**APPLICABLE LAW/VENUE.** The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER, including but not limited to the provisions of the Florida Uniform Commercial Code, Chapters 671-679, Florida Statutes, for any terms and conditions not specifically stated in this PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

**DISTRICT'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING.** All materials, drawings or other items provided by the DISTRICT to the VENDOR remain the property of the DISTRICT and will be returned to the DISTRICT upon demand. All containers, reels or pallets shipped with goods by the VENDOR are to remain the property of the DISTRICT unless otherwise agreed to in writing.

**SHIPMENT UNDER RESERVATION PROHIBITED.** VENDOR is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

**DELIVERY TERMS & TRANSPORTATION CHARGES.** Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the PURCHASE ORDER. If the DISTRICT agrees in writing to reimburse the VENDOR for transportation costs, the DISTRICT shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the VENDOR until the goods are received and accepted by the DISTRICT. Rejected materials will be returned to the VENDOR at the VENDOR's risk and expense.

**VENDOR TO PACKAGE GOODS.** VENDOR will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) VENDOR's name and address; (2) consignee's name, address and Purchase Order or Purchase Release number; (3) container number and total number of containers, e.g., box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. VENDOR shall bear the cost of packaging unless otherwise specified in the PURCHASE ORDER.

**PRICES QUOTED.** The VENDOR's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified, without the express written authorization of the parties, as evidence by an amendment to the PURCHASE ORDER.

**DISTRICT'S RIGHT TO CANCEL.** The DISTRICT reserves the right to cancel all or part of this PURCHASE ORDER, without obligation, if acceptance is not expressed by the VENDOR either through written notice or by delivery of items ordered, within the specified time(s) and date(s).

**VENDOR NOT TO LIMIT WARRANTY.** The VENDOR shall not limit or exclude any express or implied warranties and any attempt to do so shall render this PURCHASE ORDER void, at the option of the DISTRICT. The VENDOR warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the offering document or to the sample(s) furnished.

**TERMS/PROVISIONS.** Should any term or provision of this PURCHASE ORDER be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this PURCHASE ORDER, that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law.

## ADDITIONAL TERMS AND CONDITIONS FOR SERVICES:

**STATEMENT OF SERVICES.** The VENDOR shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Work", attached to this PURCHASE ORDER and incorporated herein. As part of the services to be provided by the VENDOR under this PURCHASE ORDER, the VENDOR shall substantiate, in whatever forum reasonably requested by the DISTRICT, the methodology, lab analyses, scientific theories, data, reference

materials and research notes to formulate its opinions and testimony and this requirement shall survive the expiration or termination of this PURCHASE ORDER. The parties agree that time is of the essence in the performance of each and every obligation hereunder. In the event VENDOR employees or hired workers are authorized by the Statement of Work to perform services on-site at DISTRICT facilities, the VENDOR hereby agrees to be bound by the DISTRICT policies and standards of conduct listed in the attached "Contractor Policy Code Acknowledgement" and shall require each individual performing such on-site work to execute the form. It is the VENDOR's responsibility to advise its employees or hired workers of the nature of the project, as described in the PURCHASE ORDER and the Statement of Work attached hereto. The VENDOR shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The DISTRICT may provide additional guidance and instructions to the VENDOR's employees or hired workers where necessary or appropriate as determined by the DISTRICT.

**COMPENSATION/CONSIDERATION.** The total consideration for all work required by the DISTRICT pursuant to the PURCHASE ORDER shall not exceed the amount indicated on the PURCHASE ORDER. Such amount includes all expenses the VENDOR may incur and therefore no additional compensation shall be authorized. The VENDOR, by executing the PURCHASE ORDER or by commencement of work without reservations, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this PURCHASE ORDER is subject to multi-year funding allocations, funding for each applicable fiscal year of this PURCHASE ORDER will be subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this PURCHASE ORDER shall terminate upon expenditure of the current funding, notwithstanding other provisions in this PURCHASE ORDER to the contrary. The DISTRICT will notify the VENDOR in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this PURCHASE ORDER.

**INSURANCE.** The VENDOR shall procure and maintain, through the term of this PURCHASE ORDER, insurance coverage reflecting, at a minimum, general liability and automobile liability each with a limit of not less than \$300,000.00, and all Florida statutory workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR. The VENDOR must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the DISTRICT as added insured as required. No work is authorized until such time as the DISTRICT has received a Certificate of Insurance in compliance with the above requirements.

**OWNERSHIP.** The DISTRICT shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the VENDOR under this PURCHASE ORDER. The VENDOR shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use any proprietary software, if any. Any equipment purchased by the VENDOR with DISTRICT funding shall be returned and title transferred from the VENDOR to the DISTRICT upon expiration or termination of the PURCHASE ORDER.

**COMPLIANCE/LICENSES.** The VENDOR, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

**APPLICABLE LAW/VENUE.** The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

**INDEPENDENT CONTRACTOR.** The VENDOR shall be considered an independent contractor and nothing in this PURCHASE ORDER shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors or assigns, during or after the term of the PURCHASE ORDER. Both parties are free to enter into contracts with other parties for similar services. The DISTRICT assumes no duty with regard to the supervision of the VENDOR and the VENDOR shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the PURCHASE ORDER. In the event the VENDOR is a sole proprietor, the VENDOR is responsible for submitting legally required returns to the Federal Government.

**SEVERABILITY.** Should any term or provision of this PURCHASE ORDER be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this PURCHASE ORDER, to the extent that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law. Instructions for all notices are set forth on the PURCHASE ORDER.

**DISPUTES.** In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

**IMMIGRATION.** The VENDOR shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the VENDOR and made available for inspection on demand by the DISTRICT. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the PURCHASE ORDER. The VENDOR shall maintain records verifying the rate of pay for each employee working on this PURCHASE ORDER and make such records available for inspection on demand by the DISTRICT. Failure to comply with these provisions shall be a material breach of the PURCHASE ORDER and cause for termination of the VENDOR.

**CHANGE IN PERSONNEL.** The DISTRICT may at any time and at its sole discretion request that the VENDOR replace any VENDOR personnel provided by the VENDOR to work on this PURCHASE ORDER if the DISTRICT believes that it is in the best interest of the DISTRICT to do so. The DISTRICT may, but will not be required to provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the DISTRICT written request for a change of personnel. The VENDOR will place the above language in any contract that it has with subcontractors. The VENDOR will enforce the replacement of subcontractor personnel upon a request by the DISTRICT.

**BACKGROUND CHECKS.** The VENDOR shall conduct thorough background checks for all of the VENDOR's employees or hired workers who will be working on any DISTRICT site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION". After reviewing the results of the background check, the VENDOR shall determine whether the VENDOR's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the DISTRICT. The DISTRICT will rely on the VENDOR's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the DISTRICT, based on the background check conducted by the VENDOR. Prior to allowing any employees or hired workers to work on-site at DISTRICT facilities, the VENDOR will provide written verification to the DISTRICT that a complete background check, as described above, was conducted for any such employee or hired worker. The VENDOR will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

**FINGERPRINTING.** In the event the project or work under this PURCHASE ORDER requires that the VENDOR or subcontractor employees or other authorized agents have unrestricted access to one or more DISTRICT critical structures, those individuals will be required to complete a fingerprint-based criminal history check, pursuant to Chapter 373.6055, Florida Statutes in order to qualify for such unrestricted access. If a VENDOR or subcontractor's employees or other authorized agents will only have access to DISTRICT critical structures when accompanied by appropriate DISTRICT staff, a fingerprint-based criminal history check will not be required. The DISTRICT's Project Manager or designated DISTRICT representative will notify VENDOR when fingerprint-based criminal checks are required. Each individual subject to the criminal history check shall have a complete set of fingerprints taken at DISTRICT headquarters as soon as practicable after the VENDOR is informed that the fingerprinting is necessary. Fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the DISTRICT. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a DISTRICT critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055.

**MARKETING VENDOR** may use the DISTRICT's name in marketing materials for the purpose of publicizing contract awards, however, VENDOR is prohibited from obtaining affirmations from DISTRICT staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the VENDOR as well as the products and/or services offered by the VENDOR. The DISTRICT, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. VENDOR is strictly prohibited from releasing any statements to the media regarding work performed under this PURCHASE ORDER without the review and the express prior written approval of the DISTRICT. The DISTRICT's approval is at its sole discretion, however such approval will not be unreasonably withheld.

**EMPLOYMENT BENEFITS.** VENDOR EXPRESSLY UNDERSTANDS AND AGREES THAT VENDOR, ITS OFFICERS, AGENTS, AND EMPLOYEES, ARE NOT ENTITLED TO ANY EMPLOYMENT BENEFITS FROM THE DISTRICT. VENDOR EXPRESSLY AND VOLUNTARILY WAIVES AND AGREES NOT TO MAKE ANY CLAIM TO PARTICIPATE IN ANY OF THE DISTRICT'S EMPLOYEE BENEFITS OR BENEFIT PLANS SHOULD VENDOR OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE DISTRICT. IN THE EVENT VENDOR IS SELF EMPLOYED, VENDOR EXPRESSLY REPRESENTS THAT VENDOR IS AN INDEPENDENT VENDOR AND HEREBY WAIVES ANY ENTITLEMENT TO OVERTIME OR OTHER BENEFITS THAT VENDOR MAY BE ENTITLED TO RECEIVE SHOULD VENDOR BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE DISTRICT.

**STOP WORK ORDER.** The DISTRICT may order that all or part of the work stop if circumstances dictate that this action is in the DISTRICT's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the DISTRICT's Governing Board, a condition of immediate danger to DISTRICT employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the VENDOR to the DISTRICT. If this provision is invoked, the DISTRICT shall notify the VENDOR in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The VENDOR shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the DISTRICT is received. If deemed appropriate by the DISTRICT and in the event work is resumed, the DISTRICT may amend this Purchase Order to reflect any changes to the Statement of Work and/or the project schedule.



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

Send all invoices in PDF format to  
**APInvoices@stfwm.d.gov**

FL Sales Tax Exemption #85-8013149859C-9  
 Federal Tax Exempt #59-74-0072K

**Vendor 101041:**

ONE TWO TREE INC  
 7250 SW 42ND TER  
 MIAMI FL 33155-4532  
 TEL: 305-267-1426 FAX: 305-262-2256  
 Attention: MARC TERWILLIGER

<b>SHIP TO:</b> SOUTH FLORIDA WATER MANAGEMENT DISTRICT SFWMD: Headquarters 3301 Gun Club Road West Palm Beach FL 33406		<b>PURCHASE ORDER:</b> THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES AND CORRESPONDENCE  <b>4500098043</b>	
<b>PURCHASING AGENT:</b> J. Harris-Fitzroy 561-682-2298		<b>ORDER DATE:</b> 01/04/2017	
<b>CONFIRMING: NO</b>		<b>Page 1 of 3</b>	
<b>PAYMENT TERMS:</b> Within 30 days Due net		<b>FOB DESTINATION</b>	

**NOTE:**

- Prices displayed govern the purchase order transaction.
- Early payment discount invoices receive priority handling
- The attached Purchase Order terms & conditions, pages 1 through 2 apply

**IMPORTANT NOTES:**

**LINE ITEMS OF YOUR INVOICE MUST MATCH LINE ITEM NUMBERS ON THIS DOCUMENT**

Item	Material/Description	Delivery Date	Quantity	Unit	Unit Price	Extension
1	Tree Management FY 17 Maintenance Trimming Hazardous and exotic vegetation removal, and tree elevations, along the C-113 Canal in Homestead, FL.	02/21/2017	1.000	AU	27,500.00	27,500.00
			27,500.000	EA	1.00	
<b>Grand Total</b>						<b>27,500.00</b>

PRICING PER QUOTATION DATED 11/18/16 FROM MARC TERWILLIGER. PO TOTAL AMOUNT SHALL NOT BE EXCEEDED WITHOUT DISTRICT'S PRIOR WRITTEN AUTHORIZATION.

COORDINATE WORK WITH MIKE KIRKLAND AT 561-682-6745.

*[Signature]*

Authorized Agent

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 An Equal Opportunity Employer # M/F/H/V

# PURCHASE ORDER TERMS AND CONDITIONS

This PURCHASE ORDER constitutes a binding contract between the South Florida Water Management District (DISTRICT) and the VENDOR as named on the PURCHASE ORDER when accepted by the VENDOR either by express acknowledgment or by commencement of work or shipment without reservations.

**INVOICES AND PAYMENTS.** The VENDOR shall submit a separate invoice for each purchase order or purchase release after each delivery. Invoices for other than lump sum payments shall be substantiated by adequate supporting documentation, including an itemization of the date, hours expended, description of the deliverable, and, if applicable, transportation charges, the bill of lading and the freight waybill. The VENDOR's invoice shall reference the DISTRICT's PURCHASE ORDER number and a pdf copy of this invoice shall be emailed to APInvoice@sfwmd.gov. The pdf shall be at a resolution of no less than 300 dpi and the pdf file shall be named with the VENDOR's name and the PO number. If email or pdf filing is not possible, the VENDOR may mail the invoice to ACCOUNTS PAYABLE, South Florida Water Management District, PO Box 24882, West Palm Beach, FL 33416-4662. A copy of all invoices shall also be sent to the attention of the Project Manager if listed on the Purchase Order. Invoices submitted to the attention of the Project Manager shall be clearly marked "copy" and may be submitted electronically via e-mail or fax. The time at which payment shall be due from the DISTRICT shall be thirty (30) days from receipt of a proper invoice and acceptance of deliverables.

**INDEMNIFICATION.** For value received, the VENDOR shall indemnify and hold the DISTRICT, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the VENDOR and other persons employed or utilized by the VENDOR in the performance of the PURCHASE ORDER. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this PURCHASE ORDER. This paragraph shall survive the expiration or termination of this PURCHASE ORDER.

**TERMINATION FOR DEFAULT.** In accordance with DISTRICT Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the PURCHASE ORDER. If the VENDOR materially fails to fulfill its obligations under this PURCHASE ORDER, the DISTRICT will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The VENDOR shall have thirty (30) days to cure the breach. If the VENDOR fails to cure the breach within the thirty (30) day period, the DISTRICT shall issue a Termination for Default Notice. Once the DISTRICT has notified the VENDOR that it has materially breached its PURCHASE ORDER with the DISTRICT, the DISTRICT's Governing Board shall determine whether the VENDOR should be suspended from doing future work with the DISTRICT, and if so, for what period of time. Should the DISTRICT terminate for default in accordance with this provision, the DISTRICT shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

**TERMINATION FOR CONVENIENCE.** The DISTRICT may terminate this PURCHASE ORDER with or without cause at any time for convenience upon 30 calendar days prior written notice to the VENDOR. In the event of termination for convenience, the DISTRICT shall compensate the VENDOR for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this PURCHASE ORDER. The DISTRICT may withhold all payments to the VENDOR for such work until such time as the DISTRICT determines the exact amount due to the VENDOR. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation.

**RECORDS RETENTION/AUDIT.** The VENDOR shall maintain all records, books and documents pertinent to the performance of this PURCHASE ORDER in accordance with generally accepted accounting principles consistently applied. The DISTRICT shall have inspection and audit rights to such records for a period of 5 years from final payment under this PURCHASE ORDER. Records relating to any legal disputes arising from performance under this PURCHASE ORDER shall be made available until final disposition.

**NONDISCRIMINATION.** The VENDOR hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The VENDOR shall take all measures necessary to effectuate these assurances.

**PUBLIC ENTITY CRIMES/SDN LIST.** The VENDOR, by its execution of this PURCHASE ORDER or by commencement of shipment with reservations, acknowledges and attests that neither it, nor any of its suppliers, subcontractors or consultants who shall perform work which is intended to benefit the DISTRICT is included on the U.S. Department of Treasury's List of Specially Designated Nationals and Blocked Persons, is a State of Florida convicted vendor or is included on State of Florida's discriminatory vendor list; and if the VENDOR or any affiliate of the VENDOR has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since placement on one of either of these lists. The VENDOR further understands and accepts that this PURCHASE ORDER shall be either void or subject to immediate termination by the DISTRICT, in the event there is any misrepresentation or lack of compliance with the laws and regulations of the U.S. Department of Treasury and/or the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

**PUBLIC ACCESS.** The VENDOR shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the VENDOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the VENDOR.

**DISTRICT'S TAX EXEMPTION.** The VENDOR shall not utilize the DISTRICT's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the DISTRICT. The VENDOR shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this PURCHASE ORDER.

**ASSIGNMENT/GUARANTOR.** The VENDOR shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this PURCHASE ORDER without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be null and void. The VENDOR shall not pledge the DISTRICT's credit or make the DISTRICT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the DISTRICT's credit shall also be construed to include the use of "factoring agents"

or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**FORCE MAJEURE.** Notwithstanding any provisions of this PURCHASE ORDER to the contrary, the parties shall not be held liable for any failure or delay in the performance of this PURCHASE ORDER that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this PURCHASE ORDER shall otherwise remain in effect.

**AMENDMENTS.** This Purchase Order may be amended or rescinded only with the written approval of the parties hereto.

**ORDER OF PRECEDENCE.** Any inconsistency in this PURCHASE ORDER shall be resolved by giving precedence in the following order: (1) PURCHASE ORDER terms and conditions; (2) Specifications; (3) all other documents, including, but not limited to, drawings, descriptions, sample(s).

**ENTIRE AGREEMENT.** This PURCHASE ORDER states the entire understanding and agreement between the parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this PURCHASE ORDER. The Florida Uniform Commercial Code (Chapters 671-679, Florida Statutes) shall control definitions. The acceptance or acquiescence of any course of performance rendered under this PURCHASE ORDER shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This PURCHASE ORDER shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

## ADDITIONAL TERMS AND CONDITIONS FOR COMMODITIES:

**COMPLIANCE.** The VENDOR, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

**APPLICABLE LAW/VENUE.** The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER, including but not limited to the provisions of the Florida Uniform Commercial Code, Chapters 671-679, Florida Statutes, for any terms and conditions not specifically stated in this PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

**DISTRICT'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING.** All materials, drawings or other items provided by the DISTRICT to the VENDOR remain the property of the DISTRICT and will be returned to the DISTRICT upon demand. All containers, reels or pallets shipped with goods by the VENDOR are to remain the property of the DISTRICT unless otherwise agreed to in writing.

**SHIPMENT UNDER RESERVATION PROHIBITED.** VENDOR is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

**DELIVERY TERMS & TRANSPORTATION CHARGES.** Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the PURCHASE ORDER. If the DISTRICT agrees in writing to reimburse the VENDOR for transportation costs, the DISTRICT shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the VENDOR until the goods are received and accepted by the DISTRICT. Rejected materials will be returned to the VENDOR at the VENDOR's risk and expense.

**VENDOR TO PACKAGE GOODS.** VENDOR will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) VENDOR's name and address; (2) consignee's name, address and Purchase Order or Purchase Release number; (3) container number and total number of containers, e.g., box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. VENDOR shall bear the cost of packaging unless otherwise specified in the PURCHASE ORDER.

**PRICES QUOTED.** The VENDOR's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified, without the express written authorization of the parties, as evidence by an amendment to the PURCHASE ORDER.

**DISTRICT'S RIGHT TO CANCEL.** The DISTRICT reserves the right to cancel all or part of this PURCHASE ORDER, without obligation, if acceptance is not expressed by the VENDOR either through written notice or by delivery of items ordered, within the specified time(s) and date(s).

**VENDOR NOT TO LIMIT WARRANTY.** The VENDOR shall not limit or exclude any express or implied warranties and any attempt to do so shall render this PURCHASE ORDER void, at the option of the DISTRICT. The VENDOR warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the offering document or to the sample(s) furnished.

**TERMS/PROVISIONS.** Should any term or provision of this PURCHASE ORDER be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not effect any other term or provision of this PURCHASE ORDER, that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law.

## ADDITIONAL TERMS AND CONDITIONS FOR SERVICES:

**STATEMENT OF SERVICES.** The VENDOR shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Work", attached to this PURCHASE ORDER and incorporated herein. As part of the services to be provided by the VENDOR under this PURCHASE ORDER, the VENDOR shall substantiate, in whatever forum reasonably requested by the DISTRICT, the methodology, lab analyses, scientific theories, data, reference

materials and research notes to formulate its opinions and testimony and this requirement shall survive the expiration or termination of this PURCHASE ORDER. The parties agree that time is of the essence in the performance of each and every obligation hereunder. In the event VENDOR employees or hired workers are authorized by the Statement of Work to perform services on-site at DISTRICT facilities, the VENDOR hereby agrees to be bound by the DISTRICT policies and standards of conduct listed in the attached "Contractor Policy Code Acknowledgement" and shall require each individual performing such on-site work to execute the form. It is the VENDOR's responsibility to advise its employees or hired workers of the nature of the project, as described in the PURCHASE ORDER and the Statement of Work attached hereto. The VENDOR shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The DISTRICT may provide additional guidance and instructions to the VENDOR's employees or hired workers where necessary or appropriate as determined by the DISTRICT.

**COMPENSATION/CONSIDERATION.** The total consideration for all work required by the DISTRICT pursuant to the PURCHASE ORDER shall not exceed the amount indicated on the PURCHASE ORDER. Such amount includes all expenses the VENDOR may incur and therefore no additional compensation shall be authorized. The VENDOR, by executing the PURCHASE ORDER or by commencement of work without reservations, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this PURCHASE ORDER is subject to multi-year funding allocations, funding for each applicable fiscal year of this PURCHASE ORDER will be subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this PURCHASE ORDER shall terminate upon expenditure of the current funding, notwithstanding other provisions in this PURCHASE ORDER to the contrary. The DISTRICT will notify the VENDOR in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this PURCHASE ORDER.

**INSURANCE.** The VENDOR shall procure and maintain, through the term of this PURCHASE ORDER, insurance coverage reflecting, at a minimum, general liability and automobile liability each with a limit of not less than \$300,000.00, and all Florida statutory workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR. The VENDOR must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the DISTRICT as added insured as required. No work is authorized until such time as the DISTRICT has received a Certificate of Insurance in compliance with the above requirements.

**OWNERSHIP.** The DISTRICT shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the VENDOR under this PURCHASE ORDER. The VENDOR shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use any proprietary software, if any. Any equipment purchased by the VENDOR with DISTRICT funding shall be returned and title transferred from the VENDOR to the DISTRICT upon expiration or termination of the PURCHASE ORDER.

**COMPLIANCE/LICENSES.** The VENDOR, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

**APPLICABLE LAW/VENUE.** The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

**INDEPENDENT CONTRACTOR.** The VENDOR shall be considered an independent contractor and nothing in this PURCHASE ORDER shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors or assigns, during or after the term of the PURCHASE ORDER. Both parties are free to enter into contracts with other parties for similar services. The DISTRICT assumes no duty with regard to the supervision of the VENDOR and the VENDOR shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the PURCHASE ORDER. In the event the VENDOR is a sole proprietor, the VENDOR is responsible for submitting legally required returns to the Federal Government.

**SEVERABILITY.** Should any term or provision of this PURCHASE ORDER be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this PURCHASE ORDER, to the extent that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law. Instructions for all notices are set forth on the PURCHASE ORDER.

**DISPUTES.** In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

**IMMIGRATION.** The VENDOR shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the VENDOR and made available for inspection on demand by the DISTRICT. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the PURCHASE ORDER. The VENDOR shall maintain records verifying the rate of pay for each employee working on this PURCHASE ORDER and make such records available for inspection on demand by the DISTRICT. Failure to comply with these provisions shall be a material breach of the PURCHASE ORDER and cause for termination of the VENDOR.

**CHANGE IN PERSONNEL.** The DISTRICT may at any time and at its sole discretion request that the VENDOR replace any VENDOR personnel provided by the VENDOR to work on this PURCHASE ORDER if the DISTRICT believes that it is in the best interest of the DISTRICT to do so. The DISTRICT may, but will not be required to provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the DISTRICT written request for a change of personnel. The VENDOR will place the above language in any contract that it has with subcontractors. The VENDOR will enforce the replacement of subcontractor personnel upon a request by the DISTRICT.

**BACKGROUND CHECKS.** The VENDOR shall conduct thorough background checks for all of the VENDOR's employees or hired workers who will be working on any DISTRICT site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION". After reviewing the results of the background check, the VENDOR shall determine whether the VENDOR's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the DISTRICT. The DISTRICT will rely on the VENDOR's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the DISTRICT, based on the background check conducted by the VENDOR. Prior to allowing any employees or hired workers to work on-site at DISTRICT facilities, the VENDOR will provide written verification to the DISTRICT that a complete background check, as described above, was conducted for any such employee or hired worker. The VENDOR will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

**FINGERPRINTING.** In the event the project or work under this PURCHASE ORDER requires that the VENDOR or subcontractor employees or other authorized agents have unrestricted access to one or more DISTRICT critical structures, those individuals will be required to complete a fingerprint-based criminal history check, pursuant to Chapter 373.6055, Florida Statutes in order to qualify for such unrestricted access. If a VENDOR or subcontractor's employees or other authorized agents will only have access to DISTRICT critical structures when accompanied by appropriate DISTRICT staff, a fingerprint-based criminal history check will not be required. The DISTRICT's Project Manager or designated DISTRICT representative will notify VENDOR when fingerprint-based criminal checks are required. Each individual subject to the criminal history check shall have a complete set of fingerprints taken at DISTRICT headquarters as soon as practicable after the VENDOR is informed that the fingerprinting is necessary. Fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the DISTRICT. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a DISTRICT critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055.

**MARKETING/VENDOR** may use the DISTRICT's name in marketing materials for the purpose of publicizing contract awards, however, VENDOR is prohibited from obtaining affirmations from DISTRICT staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the VENDOR as well as the products and/or services offered by the VENDOR. The DISTRICT, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. ~~VENDOR is strictly prohibited from releasing any statements to the media regarding work performed under this PURCHASE ORDER without the review and the express prior written approval of the DISTRICT. The DISTRICT's approval is at its sole discretion, however, such approval will not be unreasonably withheld.~~

**EMPLOYMENT BENEFITS.** VENDOR EXPRESSLY UNDERSTANDS AND AGREES THAT VENDOR, ITS OFFICERS, AGENTS, AND EMPLOYEES, ARE NOT ENTITLED TO ANY EMPLOYMENT BENEFITS FROM THE DISTRICT. VENDOR EXPRESSLY AND VOLUNTARILY WAIVES AND AGREES NOT TO MAKE ANY CLAIM TO PARTICIPATE IN ANY OF THE DISTRICT'S EMPLOYEE BENEFITS OR BENEFIT PLANS SHOULD VENDOR OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE DISTRICT. IN THE EVENT VENDOR IS SELF EMPLOYED, VENDOR EXPRESSLY REPRESENTS THAT VENDOR IS AN INDEPENDENT VENDOR AND HEREBY WAIVES ANY ENTITLEMENT TO OVERTIME OR OTHER BENEFITS THAT VENDOR MAY BE ENTITLED TO RECEIVE SHOULD VENDOR BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE DISTRICT.

**STOP WORK ORDER.** The DISTRICT may order that all or part of the work stop if circumstances dictate that this action is in the DISTRICT's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the DISTRICT's Governing Board, a condition of immediate danger to DISTRICT employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the VENDOR to the DISTRICT. If this provision is invoked, the DISTRICT shall notify the VENDOR in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The VENDOR shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the DISTRICT is received. If deemed appropriate by the DISTRICT and in the event work is resumed, the DISTRICT may amend this Purchase Order to reflect any changes to the Statement of Work and/or the project schedule.



# AGENDA MEMORANDUM

**Meeting Date:** 2/13/2017  
**To:** The Honorable Mayor Zavier M. Garcia and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Omar L. Luna, Recreation Director  
**Subject:** Bleachers and Dug Out Benches


## RECOMMENDATION:

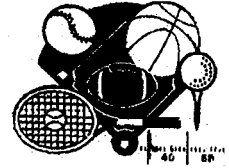
Recommendation by Recreation that Council authorize the issuance and/or execution of a Purchase Order to Superior Park Systems, Inc., in an amount not to exceed \$9,560.00, for replacement of damaged bleachers and dug out benches at Peavy Dove Park under City Code of ordinances number 31-11 (E) (6) (e). Funding will come from city reserves.

**DISCUSSION:** Emergency response to tornado damage. Replace damaged bleachers and dug out benches. Cost includes all heavy equipment, materials, hardware and freight.

**FISCAL IMPACT:** Funding will come from city reserves.

**Submission Date and Time:** 2/6/2017 9:28 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>		Dept./ Desc.: <u>Tornado 1-23-2017</u>
Prepared by: <u>Patti Bradley</u>	Dept. Head: <u></u>	Account No.: <u>001-5705-572-46 -61</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Procurement: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Amount previously approved: \$ _____
	City Manager: _____	Current request: \$ <u>9,560.00</u>
		Total vendor amount: \$ <u>9,560.00</u>



# SUPERIOR PARK SYSTEMS, INC.

"A CERTIFIED LOCAL MBE/SBE OWNED BUSINESS #22214"

"For All of Your Parks and Recreational Needs"

January 31, 2017

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## **Quote No. 0131217**

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### **Send To:**

City of Miami Springs  
Parks & Recreation Department  
1401 Westward Drive  
Miami Springs, Florida 33166  
Attn: Omar Luna, Director

Re: "Peavy Park" onsite amenities bleachers & dugout benches Quote No. 0131217

Superior Park Systems, Inc. quotes the following Kaypark on-site amenities:

### **"Peavy Dove Park"**

(4) BLG3A 3 row 15' bleacher with galvanized frame & aluminum planks @ \$915.00 ea	\$3,660.00
(2) 152SGASM 15' aluminum SM dugout benches w/ back @ \$630.00 ea	\$1,260.00
Installation including all heavy equipment, materials & hardware	\$3,500.00
Freight	\$1,140.00
<b>Total</b>	<b>\$9,560.00</b>

**Comments:** Project to commence 2-3 weeks after receipt of purchase order.

Submitted by,

Mitchell Leitner, President

File: "Miami Springs" "Peavy Dove Park" on-site amenities, bleachers & benches quote 01/31/17

Mobile (954) 445-7000 Office (954) 920-3352 Fax (954) 921-9563  
1418 Scott St. Hollywood, FL 33020 E-Mail - [mitch@superiorparksystems.com](mailto:mitch@superiorparksystems.com)





# AGENDA MEMORANDUM

**Meeting Date:** 2/13/2017  
**To:** The Honorable Mayor Xavier M. Garcia and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Omar L. Luna, Recreation Director  
**Subject:** Emergency Fence Replacement

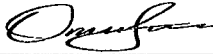
## RECOMMENDATION:

Recommendation by Recreation that Council authorize the issuance and/or execution of a Purchase Order to Island Fence of Dade, in an amount not to exceed \$11,720.00, for emergency repairs and replacement of damaged fencing at Peavy Dove Park under City Code of ordinances number 31-11 (E) (6) (e) for emergency procurement.

**DISCUSSION:** Emergency response to tornado damage. Repair or replace damaged fencing around Dog Park, main Baseball Field, small baseball Field and Dug Out pipe frames. Park can not open until fencing is repaired or replaced.

**FISCAL IMPACT:** Funding will come from city reserves.

**Submission Date and Time:** 2/6/2017 9:29 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Tornado 1-23-2017</u>
Prepared by: <u>Patti Bradley</u>	Procurement: _____	Account No.: <u>001-5705-572-46 -61</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>11,720.00</u>
		Total vendor amount: \$ <u>11,720.00</u>



# ISLAND FENCE OF DADE

CALL US FOR ALL YOUR FENCING NEEDS!

711 Okeechobee Rd., Hialeah, FL 33010

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

BROWARD: (954) 450-6105

Email: [islandfence@islandfence.com](mailto:islandfence@islandfence.com)

[www.islandfence.com](http://www.islandfence.com)

DADE: CC# 88-BS00247  
BROWARD: CC#90-5718FX

## PROPOSAL - CONTRACT

CUSTOMER'S NAME <b>City of Miami Springs (OMAR)</b>		DATE <b>2/1/17</b>			
STREET		CITY <b>Miami Springs</b>	STATE <b>FL</b>		
PHONE		CELL PHONE <b>786-402-9041</b>	FAX <b></b>		
E-MAIL <b>LUNA@MiamiSprings.FL</b>		JOB SITE ADDRESS: <b>700 Dove Ave Miami Springs 90V</b>			
<b>CHAIN LINK</b>					
Overall Length	Overall Height	<p><b>Dog Park \$1600.00</b></p> <p><b>1 Single Gate 56" X 5'</b></p> <p><b>5 Main Posts</b></p> <p><b>100' Fences 5' High</b></p> <p><b>PETITE FENCE</b></p> <hr/> <p><b>Main Baseball Field Dove</b></p> <p><b>80' Fences 7' High \$5900.00</b></p> <p><b>2 Main Post</b></p> <p><b>160' Fences 6' High</b></p> <p><b>10 Main Post</b></p> <hr/> <p><b>2 Small Petrus Dove \$250.00</b></p> <p><b>ADJUST GATES</b></p> <hr/> <p><b>FIELD 4 &amp; 5 ON QUAIL</b></p> <p><b>3) DUGOUT PIPE FRAMES</b></p> <p><b>\$3970</b></p>			
Gauge C/L Wire	Fabric Color				
Frame Color	K Up B Up				
Line Posts	Term/Corner Posts				
Top Rail	Bottom Rail				
Drive Gate	Walk Gate				
Gate Post	Tension Wire				
Post Spacing	Screen/Slats				
<b>WOOD/METAL/PVC</b>					
Overall Length	Overall Height			<p><b>2 Small Petrus Dove \$250.00</b></p> <p><b>ADJUST GATES</b></p> <hr/> <p><b>FIELD 4 &amp; 5 ON QUAIL</b></p> <p><b>3) DUGOUT PIPE FRAMES</b></p> <p><b>\$3970</b></p>	
Style Fence	Board Size				
Poste	Post Spacing				
Horizontal	GSI / GSO				
Drive Gate	Walk Gate				
<b>ORNAMENTAL</b>					
Overall Length	Overall Height				
Metal Type	Fence Color				
Picket Size	Picket Spacing				
Drive Gate	Walk Gate				
Line/Term Post	Post Spacing				
Privacy	Ornaments				
Style					
<b>PROPOSAL/CONTRACT SALE PRICE</b>		<b>OPTION "A"</b>	<b>OPTION "B"</b>		
<b>CONTRACT PRICE</b>		<b>11,720.00</b>			
<b>PERMIT COST</b>					
<b>TOTAL</b>					
<b>50% DEPOSIT</b>					
<b>BALANCE AT COMPLETION</b>					

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

CUSTOMER'S SIGNATURE

SEE REVERSE SIDE FOR WARRANTY INFORMATION

APPROVED AND ACCEPTED DATE \_\_\_\_\_

SALES REP \_\_\_\_\_

*Manuel Cruz*



# AGENDA MEMORANDUM

**Meeting Date:** 2/13/2017

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

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

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

**Subject:** Trash Receptacles


## RECOMMENDATION:

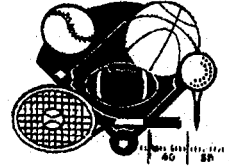
Recommendation by Recreation that Council authorize the issuance and/or execution of a Purchase Order to Superior Park Systems, Inc., in an amount not to exceed \$5,137.00, for replacement of damaged trash receptacles at Peavy Dove Park under City Code of ordinances number 31-11 (E) (6) (e). Funding will come from city reserves.

**DISCUSSION:** Emergency response to tornado damage. Replace damaged trash receptacles. Cost includes installation, all materials, concrete foundations and freight.

**FISCAL IMPACT:** Funding will come from city reserves.

**Submission Date and Time:** 2/6/2017 9:29 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Tornado 1-23-2017</u>
Prepared by: <u>Patti Bradley</u>	Procurement: _____	Account No.: <u>001-5705-572-46 -61</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>5,137.00</u>
		Total vendor amount: \$ <u>5,137.00</u>



# SUPERIOR PARK SYSTEMS, INC.

"A CERTIFIED LOCAL MBE/SBE OWNED BUSINESS #22214"

"For All of Your Parks and Recreational Needs"

January 30, 2017

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## **Quote No. 013017**

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### **Send To:**

City of Miami Springs  
Parks & Recreation Department  
1401 Westward Drive  
Miami Springs, Florida 33166  
Attn: Omar Luna, Director

Re: "Peavy Park onsite amenities" Quote No. 013017

Superior Park Systems, Inc. quotes the following Webcoat on-site amenities:

### **"Peavy Dove Park"**

(6) TR32 32 gal. trash receptacle, direct embedment ¾" #9 expanded metal @ \$282.00 ea	\$1,692.00
(6) LINER 32-black 32 gal. rigid plastic liner @ \$39.95 ea	\$ 239.70
(6) Dome 32 Black dome top for 32 gal receptacle @ \$112.95 ea	\$ 677.70
(6) TR-ING W Hardware- inground mount assembly @ \$58.00 ea	\$ 348.00
Installation including materials & concrete foundations	\$1,200.00
<u>Freight</u>	<u>\$ 980.00</u>
<b>Total price</b>	<b>\$5,137.00</b>

**Comments:** Project to commence 2-3 weeks after receipt of purchase order.

Submitted by,

Mitchell Leitner, President

File: "Miami Springs" Peavy Dove Park" on-site amenities quote 01/30/17

Mobile (954) 445-7000 Office (954) 920-3352 Fax (954) 921-9563  
1418 Scott St. Hollywood, FL 33020 E-Mail - [mitch@superiorparksystems.com](mailto:mitch@superiorparksystems.com)



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

**TO:** Honorable Mayor Garcia and Members of the City Council  
**FROM:** Erika Gonzalez, MMC, City Clerk  
**VIA:** Elora R. Riera, CMC, Deputy City Clerk  
**DATE:** February 3, 2017  
**SUBJECT: Board of Parks and Parkways Recommendation**

\*\*\*\*\*

At their last meeting on February 1, 2017, the Board of Parks and Parkways recommended the following to Council:

- a) Yard of the Month - April, 2017

**By consensus, the Board agreed to recommend 250 Lawn Way as the April, 2017 yard of the month**

- b) Yard of the Month - May, 2017

**By consensus, the Board agreed to recommend 381 Navarre Drive as the May, 2017 yard of the month**

# CITY OF MIAMI SPRINGS



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

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

FR: William Alonso, CPA, CGFO, Finance Director 

Date: January 25, 2016

Re: FY2016-2017 1st Quarter Budget Status Report (Unaudited)

Attached, please find the above referenced report based on revenues received and appropriations expended through December 31, 2016. The purpose of this report is to apprise the City's governing body of the FY2016-2017 budgetary status and projected year-end revenues, expenditures, and fund balances

## I. OVERVIEW

**Since we have only completed the first quarter of the current fiscal year, we cannot estimate with any degree of certainty what the ending fund balance will be. We will wait until the second quarter so that we can determine what the revenue and expenditure trends are so that we can make an informed projection.**

**The revenues and expenditures as of the end of the first quarter of FY2016-17 are within budgeted amounts and in line with the amounts reported for the same period of last fiscal year.**

**As you can see from page 18, the golf course reported a loss which is about \$12,000 lower than the first quarter of last year. This was due to increased revenues for the quarter. Revenues increased due to more rounds being played as well as the food and beverage function being operated by the City since September 2016.**

As in previous interim reports, this report is organized as follows:

- I. Overview/Financial Dashboard - Pages 1-3
- II. General Fund Revenues – Page 4-5
- III. General Fund Expenditures – Page 6-6A
- IV. General Fund Subsidized Departments
  - a) Senior center - Page 7
- V. Enterprise Funds - Pages 8-9

- VII. Analysis of Charges for Services
  - a) Recreation Department – Page 11
- VIII. Other Funds
  - a) Road and Transportation Fund – Page 12
  - b) Building Operations-Page 13
  - c) Law Enforcement Trust Fund – Page 14
  - d) Capital Fund – Page 15
  - e) Debt Service Fund – Page 16
- IX Status of Designated Fund Balance Page 17
- X. Golf Course Financial Report – Pages 18,19 and A-1 thru C-1

The following chart is a projection of the City's projected revenues, expenditures, and general fund balance as of the end of the 1<sup>st</sup> Qtr FY2017:

**Chart A – General Fund Balance Projection as of 1<sup>st</sup> quarter FY2016-2017**

**Chart A- General Fund Budget Summary-FY 2016-2017**

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Projected Year-End</u>	<u>Variance</u>
<b>Sources:</b>				
General Fund beginning balance	3,205,336	3,205,336	3,205,336	-
Current revenues	15,534,237	15,534,237	15,378,895	(155,342)
Transfers in	<u>530,000</u>	<u>530,000</u>	<u>530,000</u>	<u>-</u>
<b>Total Sources</b>	<u>19,269,573</u>	<u>19,269,573</u>	<u>19,114,231</u>	<u>(155,342)</u>
<b>Uses:</b>				
Operating expenditures	14,691,300	14,775,077	14,553,451	(221,626)
Transfers out	<u>943,957</u>	<u>943,957</u>	<u>943,957</u>	<u>-</u>
<b>Total Uses</b>	<u>15,635,257</u>	<u>15,719,034</u>	<u>15,497,408</u>	<u>(221,626)</u>
<b>General Fund ending balance</b>	<u>3,634,316</u>	<u>3,550,539</u>	<u>3,616,823</u>	<u>66,284</u>
<b>Projected change in fund balance</b>		<u><b>411,487</b></u>		

## FINANCIAL DASHBOARD

### FINANCIAL INDICATORS-GENERAL FUND

	<u>Budgeted</u>	<u>Actual</u>	<u>% of budget</u>
General Fund Revenues as of 12/31/16	\$16,064,237	\$7,532,333	47% (1)
General Fund Revenues as of 12/31/15	\$15,536,154	\$7,166,780	46% (1)

General Fund Expenditures as of 12/31/16	\$15,719,034	\$3,527,191	22% (2)
General Fund Expenditures as of 12/31/15	\$15,719,631	\$3,553,770	23% (2)

	<u>As of 9/30/16</u>	<u>Projected 9/30/17</u>	<u>\$ Increase/Decrease</u>
General Fund Reserve	\$3,208,336	\$3,616,823	\$411,487

### INVESTMENT INDICATOR

	<u>As of 12/31/15</u>	<u>As of 12/31/16</u>	<u>\$ Increase/(Decrease)</u>
Investments	\$ 9,872,162	\$ 6,959,032	\$ (2,913,130)

### FINANCIAL INDICATORS-OTHER

	<u>Revenues as of 12/31/16</u>	<u>Expenditures as of 12/31/16</u>	<u>Deficit at 12/31/16</u>	<u>Deficit at 12/31/15</u>
Golf Course fund operating deficit requiring General Fund subsidy	\$372,370	\$535,804	\$(163,434)	\$(175,798)

	<u>Revenues as of 12/31/16</u>	<u>Expenditures as of 12/31/16</u>	<u>Surplus at 12/31/16</u>	<u>Deficit at 12/31/15</u>
Building Operation	\$ 318,809	\$ 137,050	\$ 181,759	\$ -0-

	<u>As of 9/30/15</u>	<u>As of 12/31/16</u>	<u>\$ Increase/(Decrease)</u>
Long-Term Debt	\$10,412,110	\$10,093,218	\$ (318,892)

	<u>At 12/31/16</u>	<u>At 12/31/15</u>
% of Recreation Expenditures Collected in Fees	16%	17.3%

**Notes:**

(1) You can see that for the current year our revenues are being received at a 47% rate compared to 46% for the same period last year.

(2) Actual expenditures are running slightly lower than last year 22% vs. 23% when compared to budgeted expenditures. This is due to certain capital expenditures having been purchased during the first quarter last year.



II) REVENUES

Chart B-Schedule of General Fund Budgeted and Actual Revenues  
For the Period Ending December 31, 2016  
(25% OF YEAR COMPLETED)

Department	2015-16	FISCAL YEAR 2016-17					Note
	FULL YEAR ACTUAL	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AS of 12/31/16	% OF BUDGET	PRIOR YEAR AS of 12/31/15	
Ad Valorem Taxes - Current	\$ 7,072,800	\$ 7,486,637	\$ 7,486,637	\$ 5,953,316	80%	\$ 5,543,634	1
Ad Valorem Taxes - Delinquent	150	80,000	80,000	-	0%	150	1
Utility and Franchise Taxes	2,743,671	2,755,000	2,755,000	402,568	15%	440,913	
Occupational Licenses - City	73,496	75,000	75,000	62,469	83%	55,386	
Occupational Licenses - County	24,999	20,000	20,000	1,977	10%	4,541	
Misc Plan Reviews	570	6,000	6,000	25	0%		
Zoning Review Fees	38,150	30,000	30,000	8,550	29%	10,500	
General Planning & Zoning Fees	2,970	12,000	12,000	160	1%	1,450	
Local Option Gas Tax	380,787	380,104	380,104	97,918	26%	98,142	
Revenue sharing	463,153	481,860	481,860	111,510	23%	111,144	
Alcoholic Beverage License	8,900	15,000	15,000	224	1%	175	
1/2-cent Sales Tax	1,075,102	1,120,354	1,120,354	167,154	15%	168,471	
Gas Tax Rebate	6,470	10,000	10,000	4,692	47%		
School Crossing Guards	17,213	18,000	18,000	3,382	19%	4,373	
After School Programs	54,981	41,000	41,000	15,165	37%	16,012	
SWIM MEETS/TEAM RENTAL		3,000	3,000	-	0%		
Swimming Pool Admissions	53,777	25,000	25,000	3,339	13%		
Swim Lessons		50,000	50,000	1,430	3%		
Annual Daddy/Daughter Dance	6,206	7,500	7,500		0%		
Pelican theatre	5,333	5,000	5,000	3,030	61%	1,200	
Vending Machines	2,062	3,500	3,500	574	16%	496	
Fireworks-VG	3,000	3,000	3,000	-	0%		
Summer Camp	122,285	150,000	150,000	30	0%	45	
Summer Camp Activity Fee	27,305	36,000	36,000	370	1%	255	
Aquatic Multipurpose Room Rental	3,505	19,200	19,200	2,120	11%		
Fitness Room Membership	29,471	24,320	24,320	4,806	20%	5,600	
Gym Admission Fees		1,800	1,800	-	0%		
Shade Area/Umbrella Rentals	6,125	46,800	46,800	975	2%		
Yoga Classes	89				0%		
Get Fit Summer Camp	14,700	24,000	24,000	-	0%		
Basketball Fees	36,735	46,500	46,500	17,880	38%	19,450	
Other activities	3,509	9,180	9,180	4,890	53%	1,854	
Pool Rental	1,450	9,000	9,000	-	0%		
Pool Memberships	17,494	3,500	3,500	1,084	31%	36	
Jazzercise	3,318	4,800	4,800	841	18%	841	
Green Fees	825,451	1,028,125	1,028,125	226,944	22%	191,537	
Golf Memberships	55,447	69,125	69,125	7,069	10%	7,850	
Cart Rentals	42,936	72,145	72,145	9,926	14%	10,640	
Range Fees	127,985	173,200	173,200	37,600	22%	27,553	
Golf Merchandise Sales	60,339	60,000	60,000	20,087	33%	15,897	
Gift Certificate Redeemed	1,292	-	-	1,174	100%	1,253	
Golf Course Rentals	25,550	23,400	23,400	7,361	31%	7,290	
Food and Beverage	77,591	40,800	40,800	62,209	152%	10,927	
Copies & Other Charges	4,440	3,000	3,000	939	31%	937	
Tree Replacement	3,335			280	100%	4,750	
Lien Search	23,700	15,000	15,000	5,500	37%	4,345	
Re-occupancy inspection fee	23,625	22,000	22,000	3,250	15%	5,500	
Clerk of the Court - Fines	77,440	90,000	90,000	8,737	10%	11,703	
Code Enforcement tickets	235,550	20,000	20,000	(63,105)	-316%	1,700	
Disabled Parking tickets	3,708	-	-	-	0%	-	
Administrative Fee-Red Light hearings	22,097	22,000	22,000	5,822	26%	4,358	
Interest-CD's	7,596	10,000	10,000	3,715	37%	2,607	
Interest - Tax Collections	8,863	2,000	2,000	8	0%	255	
Rent - Metro Fire	13,192	13,000	13,000	3,390	26%	3,184	
Rent - Dade Co. Library	8,253	8,300	8,300	2,113	25%	2,063	
Rent - Bus Benches	4,539	4,500	4,500	1,135	25%	1,135	
Recreational Activities	29,100	15,000	15,000	9,645	64%	9,260	
Sprint Tower	104,218	100,000	100,000	10,479	10%	29,025	
Surplus sale of equipment	14,052	30,000	30,000	6,730	22%		
Other Miscellaneous	31,130	90,000	90,000	5,750	6%	75	
Insurance Reimbursement	12,484	-	-	21,062	100%	27,267	
Code Enforcement Liens	5,050	4,000	4,000	-	0%	1,800	
Returned check charges	129	500	500	40	8%	20	
Byrne Grant		5,000	5,000		0%		
Other Grants	9,485	-	-	-	0%		
Red Light Fines	223,962	380,000	380,000	67,424	18%	71,852	
Proceeds from Lease	45,893				0%	30,364	
ITF -Building Fund	203,773	230,087	230,087	64,070	28%	64,070	
ITF - Sanitation Admin Fee	470,000	470,000	470,000	117,500	25%	117,500	
ITF- Stormwater Admin Fee	60,000	60,000	60,000	15,000	25%	15,000	
Appropriated fund balance					0%		
<b>TOTALS &gt;&gt;&gt;</b>	<b>\$ 15,259,981</b>	<b>\$ 16,064,237</b>	<b>\$ 16,064,237</b>	<b>\$ 7,532,333</b>	<b>47%</b>	<b>\$ 7,166,385</b>	

## II. REVENUES

### Notes to Revenue Schedule:

- (1) Approximately 75-90% of the annual property tax assessment is collected during the months of October thru January of each fiscal year, the City invests all excess amounts until the funds are required to pay normal operating expenditures of the City.

III) EXPENDITURES

Chart C-Schedule of General Fund Budgeted and Projected Expenditures  
For the Period Ending December 31, 2016  
(25% OF YEAR COMPLETED)

Department	FY2015-16 ACTUAL	FISCAL YEAR 2016-17			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 12/31/2016		
<b>General Government:</b>						
Mayor & City Council	124,240	152,613	152,613	22,444	15%	
Office of the City Manager	380,485	325,872	325,872	88,274	27%	
Office of the City Clerk	249,180	281,937	281,937	57,307	20%	
Office of the City Attorney	156,277	166,000	166,000	25,630	15%	
Human Resource Department	234,114	236,462	233,262	59,730	26%	
Finance-Administration	518,916	410,904	410,948	118,861	29%	
Finance-Professional Services	234,398	206,115	206,993	43,306	21%	
IT Department	332,374	346,200	346,200	73,802	21%	
Planning Department	61,374	74,819	74,819	12,729	17%	
Non-Departmental	15,900	-	-	-	0%	
Total General Government	2,307,258	2,200,922	2,198,644	502,083	23%	1
<b>Public Safety:</b>						
Police Department	6,213,916	6,406,126	6,414,282	1,401,993	22%	
Code Enforcement	216,925	192,450	192,468	71,521	37%	
Total Public Safety	6,430,841	6,598,576	6,606,750	1,473,514	22%	1
<b>Public Works:</b>						
Public Works - Administration	421,309	388,375	388,368	92,979	24%	
Public Works - Streets	390,215	437,739	437,736	79,604	18%	
Public Works - Properties	597,097	608,922	632,623	126,123	20%	
Public Works - Building Maintenance	320,690	263,429	270,862	51,191	19%	
Public Works - Fleet Maintenance	(757)	39,000	39,000	11,371	29%	
Total Public Works	1,728,554	1,737,465	1,768,589	361,268	20%	1
<b>Parks and Recreation:</b>						
Recreation	1,665,138	1,399,664	1,410,733	261,203	19%	
Aquatics	205,303	584,195	585,214	88,856	15%	
Tennis	18,767	25,813	25,813	8,935	35%	
Park Maintenance	255,788	293,935	308,413	54,780	18%	
Golf Administration	18,187	16,122	16,122	4,217	26%	
Golf Pro Shop	609,068	593,347	593,348	216,718	37%	
Golf Maintenance	1,169,432	1,241,261	1,261,451	314,871	25%	
Total Parks and Recreation	3,941,683	4,154,337	4,201,094	949,580	23%	
<b>TOTAL GENERAL FUND EXPS.</b>	<b>14,408,336</b>	<b>14,691,300</b>	<b>14,775,077</b>	<b>3,286,445</b>	<b>22%</b>	<b>1</b>
Transfers to other funds						
Debt Service fund	1,799,006	766,723	766,723	211,681	28%	
Capital Fund	61,609	-	-	-	0%	
Senior Center Fund	176,736	177,234	177,234	29,065	16%	
Total Transfers Out:	2,037,351	943,957	943,957	240,746	26%	1
Increase (decrease) in fund balance	(1,185,706)	428,979	428,979	-		
<b>TOTAL GENERAL FUND USES</b>	<b>15,259,981</b>	<b>16,064,236</b>	<b>16,148,013</b>	<b>3,527,191</b>	<b>22%</b>	

### III. EXPENDITURES

#### Notes to Expenditure Schedule:

- (1) All departments are within budget as of the end of the fiscal year. There are variances within some departments greater/less than 25%, however these fluctuations are based on seasonality and not on definite trends that will cause the department to be over budget later in the year. Any variances greater than 35% (if any) will be addressed by us herein.

IV) FUNDS SUBSIDIZED BY GENERAL FUND

CHART D-CITY OF MIAMI SPRINGS  
 ACTUAL VS BUDGET REPORT-SENIOR CENTER  
 (25% OF YEAR COMPLETED)

	FY2015-16 ACTUAL	FISCAL YEAR 2016-17			% OF ACTUAL VS. BUDGET
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 12/31/2016	
<b>Revenues:</b>					
USDA C-1	\$ 11,856	\$ 18,000	\$ 18,000	\$ 3,537	20%
USDA C-2	18,507	9,800	9,800	4,414	45%
Local Grants C-1	91,013	97,000	97,000	26,310	27%
Local Grants C-2	52,345	52,000	52,000	13,845	27%
Local Grants III-B	24,757	21,000	21,000	5,400	26%
LSP Grant	-	47,201	47,201	-	100%
Sales to Va Gardens	14,993	20,000	20,000	4,098	20%
Donations	4,305	-	-	952	100%
Misc Revenues	-	-	-	-	0%
Total revenues	<u>217,776</u>	<u>265,001</u>	<u>265,001</u>	<u>58,556</u>	22%
<b>Expenditures:</b>					
Administrative Costs	196,742	157,227	157,227	42,616	27%
Catering and operating supplies	150,362	206,809	206,809	35,604	17%
Operating Costs	47,273	73,099	101,707	9,401	9%
Capital Outlay	-	5,100	5,100	-	0%
Total expenditures	<u>394,377</u>	<u>442,235</u>	<u>470,843</u>	<u>87,621</u>	19%
Excess (deficiency) of revenues over expenditures	<u>(176,601)</u>	<u>(177,234)</u>	<u>(205,842)</u>	<u>(29,065)</u>	14%
<b>Other financing sources</b>					
Transfers in	<u>176,736</u>	<u>177,234</u>	<u>177,234</u>	<u>29,065</u>	16%
Total other financing sources	<u>176,736</u>	<u>177,234</u>	<u>177,234</u>	<u>29,065</u>	16%
<b>Net change in fund balance</b>	<u>135</u>	<u>-</u>	<u>(28,608)</u>	<u>-</u>	0%
Beginning fund balance	<u>-</u>	<u>135</u>	<u>135</u>	<u>135</u>	
<b>Ending fund balance</b>	<u>\$ 135</u>	<u>\$ 135</u>	<u>\$ (28,473)</u>	<u>\$ 135</u>	

**CHART H-CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-SANITATION  
(25% OF YEAR COMPLETED)**

	FY2015-16 <u>ACTUAL</u>	FISCAL YEAR 2016-17			% OF ACTUAL VS. BUDGET	NOTES
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 12/31/2016</u>		
Operating revenues:						
Sanitation revenues	\$ 2,277,528	\$ 2,348,000	\$ 2,348,000	\$ 1,708,045	73%	1
Total operating revenues	<u>2,277,528</u>	<u>2,348,000</u>	<u>2,348,000</u>	<u>1,708,045</u>	73%	
Operating expenses:						
Administrative costs	1,308,533	1,348,924	1,348,924	306,346	23%	
Operations and maintenance	370,227	376,033	376,033	68,545	18%	
Disposal costs	677,131	783,762	783,762	132,172	17%	
Depreciation and amortization	101,090	93,000	93,000	29,204	31%	
Total operating expenses	<u>2,456,981</u>	<u>2,601,719</u>	<u>2,601,719</u>	<u>536,267</u>	21%	
Operating income (loss)	<u>(179,454)</u>	<u>(253,719)</u>	<u>(253,719)</u>	<u>1,171,778</u>	-462%	
Nonoperating revenues (expenses):						
Interest income	3,667	-	-	(29)		
Interest expense and fees	<u>(9,054)</u>	<u>(10,629)</u>	<u>(10,629)</u>	<u>(2,945)</u>	28%	
Total nonoperating revenues (expenses)	<u>(5,387)</u>	<u>(10,629)</u>	<u>(10,629)</u>	<u>(2,974)</u>	28%	
Income (Loss) before transfers	<u>(184,841)</u>	<u>(264,348)</u>	<u>(264,348)</u>	<u>1,168,804</u>	-442%	
Change in net assets	<u>(184,841)</u>	<u>(264,348)</u>	<u>(264,348)</u>	<u>1,168,804</u>	-442%	1
<b>Total net assets, October 1</b>	<u>264,545</u>	<u>79,704</u>	<u>79,704</u>	<u>79,704</u>		
<b>Total net assets, September 30</b>	<u>\$ 79,704</u>	<u>\$ (184,644)</u>	<u>\$ (184,644)</u>	<u>\$ 1,248,508</u>		

**Note:**

Collection of 73% of revenues is a result of the trash bills now being a part of the property tax bill which is mostly collected between October and March of each fiscal year.

**CHART I-CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-STORMWATER  
FOR THE PERIOD ENDING DECEMBER 31, 2016  
(25% OF YEAR COMPLETED)**

	FY2015-16 <u>ACTUAL</u>	FISCAL YEAR 2016-17			% OF ACTUAL VS. BUDGET	NOTES
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 12/31/2016</u>		
Operating revenues:						
Residential Class I	\$ 720,994	\$ 250,000	\$ 250,000	\$ 26,145	10%	
Total operating revenues	<u>720,994</u>	<u>250,000</u>	<u>250,000</u>	<u>26,145</u>	10%	
Operating expenses:						
Administrative costs	169,109	173,702	173,702	29,782	17%	
Operations and maintenance	114,957	154,734	154,734	29,650	19%	
Depreciation and amortization	<u>184,623</u>	<u>178,000</u>	<u>178,000</u>	<u>49,324</u>	28%	
Total operating expenses	<u>468,688</u>	<u>506,436</u>	<u>506,436</u>	<u>108,756</u>	21%	
Operating income (loss)	<u>252,306</u>	<u>(256,436)</u>	<u>(256,436)</u>	<u>(82,611)</u>	32%	
Nonoperating revenues (expenses):						
Interest & other income	-	500	500	(61)	-12%	
Interest expense and fees	<u>(153)</u>	<u>(300)</u>	<u>(300)</u>	<u>-</u>	0%	
Total nonoperating revenues (exp)	<u>(153)</u>	<u>200</u>	<u>200</u>	<u>(61)</u>	-31%	
Income (Loss) before transfers	252,153	(256,236)	(256,236)	(82,672)	32%	
Change in net assets	<u>252,153</u>	<u>(256,236)</u>	<u>(256,236)</u>	<u>(82,672)</u>	32%	
<b>Total net assets, October 1</b>	<u>2,174,445</u>	<u>2,426,598</u>	<u>2,426,598</u>	<u>2,426,598</u>		
<b>Total net assets, September 30</b>	<u>\$ 2,426,598</u>	<u>\$ 2,170,362</u>	<u>\$ 2,170,362</u>	<u>\$ 2,343,926</u>		

**Notes:**

**CITY OF MIAMI SPRINGS  
INVESTMENT SCHEDULE  
Dec-16**

<u>Institution</u>	<u>Acct#</u>	<u>Principal Amount</u>
Sabadell United Bank		\$ 3,266,458.00
<b>Subtotal Sabadell United Bank</b>		<b>\$ 3,266,458.00</b>
BB&T Money Market		\$ 2,763,447.00
<b>Subtotal BB&amp;T</b>		<b>\$ 2,763,447.00</b>
<b>Total all investments</b>		<b>\$ 6,029,905.00</b>

**CASH ON HAND-OPERATING ACCOUNTS:**

<i>BB&amp;T Cash on hand-Operating Acct</i>	929,127.00
<b>Total Cash on hand as of 12/31/2016</b>	<b>\$929,127.00</b>
<b>Total Investments and cash on hand</b>	<b>\$ 6,959,032.00</b>

**RESTRICTED CASH:**

BB&T LETF OPERATING ACCOUNT	\$ 373,034.00
(Law Enforcement Trust-restricted)	<b>\$ 373,034.00</b>



**Chart K-Schedule of Recreation Department Operations  
Period Ending December 31, 2016  
(25% OF YEAR COMPLETED)**

	Administrative	Pool	Tennis	Maintenance	YTD as of 12/31/2016	YTD as of 12/31/2015
<b>Charges for Services:</b>						
Summer Camp	\$ 400	-	-	-	\$ 400	\$ 300
After School Care	15,165	-	-	-	15,165	16,012
Water Polo/Aquatics Teams	-	-	-	-	-	-
Swimming Pool Admissions	-	3,338	-	-	3,338	-
Pool rental	-	-	-	-	-	-
Swim lessons	-	1,430	-	-	1,430	-
Annual Daddy/Daughter Dance	-	-	-	-	-	-
Vending Machines	574	-	-	-	574	496
Fitness room membership	4,806	-	-	-	4,806	5,600
Pool memberships	-	1,084	-	-	1,084	36
Annual Turkey trot	1,400	-	-	-	1,400	13
Football	-	-	-	-	-	1,348
Pelican Playhouse	3,030	-	-	-	3,030	1,200
Rental-recreational Facilities	9,645	-	-	-	9,645	9,260
Basketball Program	17,880	-	-	-	17,880	19,450
Jazzercise Classes	841	-	-	-	841	841
Multipurpose Room Rental	-	2,120	-	-	2,120	-
16x16 Shade Area rental	-	930	-	-	930	-
Xmas at the gazebo	3,390	-	-	-	3,390	506
Umbrella Rental	-	45	-	-	45	-
Little Smart Arts	100	-	-	-	100	-
<b>Total Fees Collected</b>	<b>57,231</b>	<b>8,947</b>	<b>-</b>	<b>-</b>	<b>66,178</b>	<b>55,062</b>
<b>Expenditures:</b>						
Personnel	133,962	66,202	-	10,966	211,130	159,273
Operating costs	127,241	22,654	5,659	43,814	199,368	138,671
Capital outlay	-	-	3,276	-	3,276	21,088
<b>Total expenditures</b>	<b>261,203</b>	<b>88,856</b>	<b>8,935</b>	<b>54,780</b>	<b>413,774</b>	<b>319,032</b>
<b>Excess exp. over charges for services</b>	<b>\$ (203,972)</b>	<b>\$ (79,909)</b>	<b>\$ (8,935)</b>	<b>\$ (54,780)</b>	<b>\$ (347,596)</b>	<b>\$ 263,970</b>

Percentage of expenditures collected in fees

**16.0%**

**17.3%**

**NOTES TO STATEMENTS:**

% collected in fees is lower than prior year due to the cost of the pool shoring project during current fiscal year.

VIII) OTHER FUNDS

CHART L-CITY OF MIAMI SPRINGS  
 ACTUAL VS BUDGET REPORT-ROAD & TRANSPORTATION  
 (25% OF YEAR COMPLETED)

	FY2015-16 ACTUAL	FISCAL YEAR 2016-17			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 12/31/2016		
Revenues:						
Peoples Transportation Tax	568,229	545,000	545,000	3,110	1%	
Charges for services	<u>20,706</u>	<u>17,200</u>	<u>17,200</u>	<u>4,718</u>	100%	
Total revenues	<u>588,935</u>	<u>562,200</u>	<u>562,200</u>	<u>7,828</u>	1%	
Expenditures:						
Administrative	96,476	82,863	82,863	18,902	23%	
Contractual/Professional Services	142,275	139,407	139,407	24,652	18%	
Repairs and maintenance	353,426	316,163	316,163	92,828	29%	
Operating Supplies/Road Materials	1,787	10,082	10,082	2,074	21%	
Capital Outlay-Machinery	<u>23,305</u>	<u>150,000</u>	<u>150,000</u>	-	0%	
Total expenditures	<u>617,269</u>	<u>698,515</u>	<u>698,515</u>	<u>138,456</u>	20%	
Excess (deficiency) of revenues over expenditures	<u>(28,334)</u>	<u>(136,315)</u>	<u>(136,315)</u>	<u>(130,628)</u>	96%	
Net change in fund balance	(28,334)	(136,315)	(136,315)	<b>(130,628)</b>		
Beginning fund balance	<u>62,568</u>	<u>34,234</u>	<u>34,234</u>	<u>34,234</u>		
Ending fund balance	<u>\$ 34,234</u>	<u>\$ (102,081)</u>	<u>\$ (102,081)</u>	<u>\$ (96,394)</u>		

VIII) OTHER FUNDS

CHART M-CITY OF MIAMI SPRINGS  
 ACTUAL VS BUDGET REPORT-BUILDING OPERATIONS  
 (25% OF YEAR COMPLETED)

	FY2015-16 ACTUAL	FISCAL YEAR 2016-17			% OF ACTUAL VS. BUDGET	NOTES
		ORIGINAL BUDGET	AMENDED BUDGET	AS OF 12/31/2016		
Revenues:						
Building Permits	\$ 135,600	\$ 300,000	\$ 300,000	\$ 120,297	40%	
Electrical Permits	47,115	80,000	80,000	50,151	63%	
Plumbing Permits	30,702	45,000	45,000	32,197	72%	
Roofing Permits	92,186	65,000	65,000	19,094	29%	
Mechanical Permits	48,703	40,000	40,000	33,740	84%	
Certification of Completions	1,780	2,000	2,000	375	19%	
Structural Permits	28,602	20,000	20,000	4,900	25%	
Other Permits	233,506	216,000	216,000	58,055	27%	
Total revenues	<u>618,194</u>	<u>768,000</u>	<u>768,000</u>	<u>318,809</u>	42%	
Expenditures:						
Administrative	510,625	611,946	611,946	114,983	19%	
Contractual/Professional Services	77,098	87,684	87,684	15,844	18%	
Operating expenses	30,471	32,949	36,137	6,223	17%	
Capital Outlay-Machinery	-	2,800	2,800	-	0%	
Total expenditures	<u>618,194</u>	<u>735,379</u>	<u>738,567</u>	<u>137,050</u>	19%	
Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>32,621</u>	<u>29,433</u>	<u>181,759</u>	618%	
Net change in fund balance	-	32,621	29,433	<b>181,759</b>		
Beginning fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		
Ending fund balance	<u>\$ -</u>	<u>\$ 32,621</u>	<u>\$ 29,433</u>	<u>\$ 181,759</u>		

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-LAW ENFORCEMENT TRUST FUND  
(25% OF YEAR COMPLETED)**

	FY2015-16 <u>ACTUAL</u>	FISCAL YEAR 2016-17			% OF ACTUAL VS. BUDGET	<u>NOTES</u>
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 12/31/2016</u>		
Revenues:						
Fines and Forfeitures	72,943	-	-	6,312	100%	
Interest Income	-	1,500	1,500	61	4%	
Total revenues	<u>72,943</u>	<u>1,500</u>	<u>1,500</u>	<u>6,373</u>	425%	
Expenditures:						
Administration Expenses	98,542	100,839	101,496	16,896	17%	
Police education	16,704	30,000	30,000	250	1%	
Capital Outlay	-	1,500	1,500	-	0%	
Total expenditures	<u>115,246</u>	<u>132,339</u>	<u>132,996</u>	<u>17,146</u>	13%	
Excess (deficiency) of revenues over expenditures	<u>(42,303)</u>	<u>(130,839)</u>	<u>(131,496)</u>	<u>(10,773)</u>	8%	
Net change in fund balance	(42,303)	(130,839)	(131,496)	(10,773)		
Beginning fund balance	<u>430,063</u>	<u>387,760</u>	<u>387,760</u>	<u>387,760</u>		
<b>Ending fund balance</b>	<u>\$ 387,760</u>	<u>\$ 256,921</u>	<u>\$ 256,264</u>	<u>\$ 376,987</u>		

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-CAPITAL FUND  
(25% OF YEAR COMPLETED)**

	FY2015-16 <u>ACTUAL</u>	FISCAL YEAR 2015-16		AS OF 12/31/2016	% OF ACTUAL VS. BUDGET	NOTES
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>			
<b>Revenues:</b>						
Intergovernmental	\$ 213,580	\$ -	\$ -	\$ 115,151	0%	
Interest and Other Income	2,140	-	-	25	0%	
Total revenues	<u>215,720</u>	<u>-</u>	<u>-</u>	<u>115,176</u>	100%	
<b>Expenditures:</b>						
General government	9,080	-	-	-	0%	
Capital Outlay	4,032,539	-	903,171	168,507	19%	
Total expenditures	<u>4,041,619</u>	<u>-</u>	<u>903,171</u>	<u>168,507</u>	19%	
Excess (deficiency) of revenues over expenditures	<u>(3,825,899)</u>	<u>-</u>	<u>(903,171)</u>	<u>(53,331)</u>	6%	
<b>Other financing sources</b>						
Transfers out	(98,000)	-	-	-	0%	
Transfers in	61,609	-	-	-	0%	
Total other financing sources	<u>(36,391)</u>	<u>-</u>	<u>-</u>	<u>-</u>	0%	
Net change in fund balance	<u>(3,862,290)</u>	<u>-</u>	<u>(903,171)</u>	<u>(53,331)</u>	6%	
Beginning fund balance	<u>4,097,181</u>	<u>234,891</u>	<u>234,891</u>	<u>234,891</u>		
<b>Ending fund balance</b>	<u>234,891</u>	<u>234,891</u>	<u>(668,280)</u>	<u>\$ 181,560</u>		

VIII) OTHER FUNDS

**CITY OF MIAMI SPRINGS  
ACTUAL VS BUDGET REPORT-DEBT SERVICE FUND  
(25% OF YEAR COMPLETED)**

	FY2015-16 <u>ACTUAL</u>	FISCAL YEAR 2016-17			% OF ACTUAL VS. BUDGET	<u>NOTES</u>
		<u>ORIGINAL BUDGET</u>	<u>AMENDED BUDGET</u>	<u>AS OF 12/31/2016</u>		
Expenditures:						
Principal Payments	1,620,766	626,559	626,559	75,236	12%	
Interest Payments	311,927	270,357	270,357	20,003	7%	
Administrative	<u>350</u>	<u>-</u>	<u>-</u>	<u>-</u>	0%	
Total expenditures	<u>1,933,043</u>	<u>896,916</u>	<u>896,916</u>	<u>95,239</u>	11%	
Excess (deficiency) of revenues over expenditures	<u>(1,933,043)</u>	<u>(896,916)</u>	<u>(896,916)</u>	<u>(95,239)</u>	11%	
Other financing sources						
Transfers in	<u>1,929,199</u>	<u>896,916</u>	<u>896,916</u>	<u>244,229</u>	27%	
Total other financing sources	<u>1,929,199</u>	<u>896,916</u>	<u>896,916</u>	<u>244,229</u>	27%	
Net change in fund balance	<u>(3,844)</u>	<u>-</u>	<u>-</u>	<u>148,990</u>	100%	
Beginning fund balance	<u>3,844</u>	<u>-</u>	<u>-</u>	<u>-</u>		
Ending fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ 148,990</u>	100%	

**CITY OF MIAMI SPRINGS  
 PROPOSED GENERAL FUND BALANCE DESIGNATIONS  
 PROJECTED FISCAL YEAR 2016-2017**

<u>DESIGNATION</u>	<u>Actual Balance 9/30/2016</u>	<u>FY2016-17 Additions    Reductions</u>		<u>Projected Balance 9/30/2017</u>
1) New Senior Center Building	150,000	-	-48831	101,169
	-			-
	-	-	-	-
<b>Total proposed designations</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ (48,831)</b>	<b>\$ 101,169</b>
<b>Total Available Fund Balance</b>	<b>3,205,535</b>	<b>-</b>	<b>(48,831)</b>	<b>3,156,704</b>
<b>Unrestricted, Undesignated fund Balance</b>	<b><u>3,055,535</u></b>			<b><u>3,055,535</u></b>
				<b><u>\$ 3,500,000</u></b>
25% of FY16-17 Operating expenditures.....				
				<b><u>\$ (444,465)</u></b>

# CITY OF MIAMI SPRINGS



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

**TO:** The Honorable Mayor Zavier Garcia and Members of the City Council  
**FR:** William Alonso, City Manager/ Finance Director  
**DATE:** February 13, 2017  
**SUBJECT:** Golf Course (UNAUDITED) Financials for the quarter ending December 31, 2016.

Attached hereto are the unaudited financial reports for the Golf Course Fund for the quarter ending December 31, 2016. As in the past, the report is divided into three sections as follows: 1) Section A is a comparative profit and loss statement for the quarters ending December 31st for fiscal years 2017, 2016, and 2015. 2) Section B is a fiscal year-to-date actual to budget comparison for FY2017. 3) Section C is the FY 2017 year-to-date rounds report.

**Key Financial Indicators**

The following are key year-to-date indicators from pages A-1, A-2, and C-1 of the attached report.

	Three Months Ending 12/31/2016	Three Months Ending 12/31/2015	% Change From 12/31/5	Three Months Ending 12/31/2014	% Change From 12/31/14
<b><u>Golf Operations:</u></b>					
Total Revenues	372,370	272,847	36.5%	298,890	24.6%
Operating Profit (Loss)	(78,318)	(138,483)	-43.4%	(159,507)	-50.9%
Profit(Loss)including non-golf costs	(163,434)	(175,798)	-7.0%	(196,396)	-16.8%
Pro Shop Costs	212,556	159,643	33.1%	161,985	31.2%
Maintenance Costs	238,132	251,687	-5.4%	296,412	-19.7%
Total Rounds Played	6,806	6,274	8.5%	6,500	4.7%
Total Greens Revenues	246,824	211,280	16.8%	238,128	3.7%
Average per Round	36.27	33.68	7.7%	36.62	-1.0%
Memberships Sold	35,957	39,048	-7.9%	51,443	-30.1%
Driving Range revenues	37,600	27,553	36.5%	31,244	20.3%



**Key Financial Indicators (continued)**

As you can see from this matrix, the golf revenues increased by 36.5% from the prior year and increased 24.6% from FY2014, rounds are up by 8.5%, and driving range revenues are up 36.5%. Memberships sold are approx. 7.9% less than the prior year. These increases in revenue are mainly due to the excellent condition of the course as well as the revenues generated by the food and beverage operation the City took over in September 2016.

On the cost side, YTD maintenance costs are down 5.4% from last year. Pro shop costs are up 33.1% from last year due to the additional costs of the food and beverage operation. The operating loss is \$78,318 compared to a loss of \$138,483 last year.

The total bottom line YTD loss is \$163,434 compared to a loss of \$175,798 last year and a loss of \$196,396 for the same period of FY2014.

Page A-1 is a comparative profit and loss for the three months ended 12/31/16, 12/31/15, and 12/31/14.

Page A-2 is a comparative profit and loss for three months ended 12/31/16, 12/31/15, and 12/31/14 for the pro shop operation only. The total YTD loss for the current year is \$159,218 compared to losses of \$171,031 as of 12/31/15 and \$192,156 as of 12/31/14.

Page B-1 provides an actual to budget comparison for the current fiscal year.

Page C-1 is an analysis of rounds played for the first quarter shows an 8.5% increase in rounds played and a corresponding 16.8% increase in greens revenues. Our average per round is \$36.27 compared to \$33.68 for the same period last year. We have a total of 6,806 rounds played in the quarter compared to 6,274 for the prior period.

**CITY OF MIAMI SPRINGS, FLORIDA  
ACTUAL VS ACTUAL-PRO SHOP OPERATIONS  
FOR THE PERIOD ENDING:**

	<u>12/31/2016</u>	<u>12/31/2015</u>	<u>12/31/2014</u>
<b>TOTAL PRO-SHOP AND GOLF COURSE- REVENUES</b>	<u>372,370</u>	<u>272,847</u>	<u>298,890</u>
<b>TOTAL PERSONNEL SERVICES</b>	95,767	78,612	82,707
<b>TOTAL OPERATING EXPENDITURES</b>	<u>354,921</u>	<u>322,718</u>	<u>375,690</u>
<b>TOTAL MANAGEMENT OPERATING EXPENDITURES</b>	<u>450,688</u>	<u>411,330</u>	<u>458,397</u>
<b>NET MANAGEMENT EXCESS OF EXP. OVER REV.</b>	<u>(78,318)</u>	<u>(138,483)</u>	<u>(159,507)</u>

**OTHER COSTS ASSOCIATED WITH OPERATIONS OF THE GOLF COURSE:**

<b>IMPROVEMENTS O/T BUILDINGS</b>	4,162	-	-
<b>CITY ADMINISTRATIVE EXPENSES</b>	4,216	4,767	4,240
<b>PROCEEDS FROM DEBT - MAINTENANCE</b>	-	(30,364)	-
<b>IMPROVEMENT O/T BUILDINGS-MAINTENANCE</b>	20,190		
<b>DEBT SERVICE PAYMENT-MAINTENANCE</b>	32,548	32,548	32,649
<b>MACHINERY &amp; EQUIPMENT-MAINTENANCE</b>	<u>24,000</u>	<u>30,364</u>	<u>-</u>
<b>TOTAL OTHER COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP</b>	<u>85,116</u>	<u>37,315</u>	<u>36,889</u>
<b>EXCESS EXPENDITURES OVER REVENUES</b>	<u>\$ (163,434)</u>	<u>\$ (175,798)</u>	<u>\$ (196,396)</u>

**CITY OF MIAMI SPRINGS, FLORIDA  
ACTUAL VS ACTUAL-PRO SHOP OPERATIONS  
FOR THE PERIOD ENDING:**

	<u>12/31/2016</u>	<u>12/31/2015</u>	<u>12/31/2014</u>
<b>REVENUES</b>			
GREEN FEES	\$ 228,118	\$ 192,790	\$ 214,585
MEMBERSHIPS	7,069	7,850	10,520
CART REVENUES	9,926	10,640	13,023
RANGE FEES	37,600	27,553	31,244
GOLF - OTHER REVENUES	7,361	7,290	16,052
MERCHANDISE SALES	<u>82,296</u>	<u>26,724</u>	<u>13,466</u>
<b>TOTAL PRO SHOP REVENUES</b>	<b><u>372,370</u></b>	<b><u>272,847</u></b>	<b><u>298,890</u></b>
<b>PERSONNEL EXPENSES</b>			
REGULAR SALARIES	27,268	24,275	24,055
PART TIME SALARIES	51,338	38,170	41,440
OVERTIME	-	-	4
SEASONAL & OTHER	-	-	-
FICA TAXES	6,365	4,762	5,010
PENSION	4,439	4,098	4,159
MEDICAL INSURANCE	4,491	5,348	6,101
WORKER'S COMPENSATION	<u>1,866</u>	<u>1,959</u>	<u>1,938</u>
<b>TOTAL PERSONNEL SERVICES</b>	<b><u>95,767</u></b>	<b><u>78,612</u></b>	<b><u>82,707</u></b>
<b>OPERATING EXPENSES</b>			
CONTRACTUAL SERVICES	8,684	924	474
RENTALS AND LEASES	22,840	19,137	21,292
REPAIRS AND MAINTENANCE	7,467	987	673
PROMOTIONS & ADVERTISING	17,400	16,300	17,708
OTHER CHARGES - BANK & CREDIT CARD CHARGES	7,163	1,758	5,755
OPERATING SUPPLIES	1,417	1,392	1,323
UTILITY SERVICES-ELECTRICITY	5,195	4,379	3,009
UTILITY SERVICES-WATER	1,998	95	90
LIABILITY INSURANCE	3,969	4,029	4,107
TELECOMMUNICATIONS	2,524	2,234	2,220
MERCHANDISE	35,052	23,455	19,954
DRIVING RANGE	827	1,025	717
OFFICE SUPPLIES	368	1,371	-
DUES AND MEMBERSHIPS	260	945	835
<b>MAINTENANCE (Department Total)</b>	<u>238,132</u>	<u>251,687</u>	<u>296,412</u>
<b>TOTAL OPERATING EXPENDITURES</b>	<b><u>354,921</u></b>	<b><u>332,718</u></b>	<b><u>375,690</u></b>
<b>TOTAL PRO SHOP OPERATION EXPENDITURES</b>	<b><u>450,688</u></b>	<b><u>411,330</u></b>	<b><u>458,397</u></b>
<b>OPERATING PROFIT (LOSS) BEFORE OTHER COSTS</b>	<b><u>(78,318)</u></b>	<b><u>(138,483)</u></b>	<b><u>(159,507)</u></b>
<b>OTHER COSTS ASSOCIATED WITH OPERATIONS OF THE PRO-SHOP</b>			
DEBT SERVICE PAYMENT-MAINTENANCE	32,548	32,548	32,649
IMPROVEMENTS O/T BUILDINGS	4,162		
MACHINERY & EQUIPMENT-MAINTENANCE	24,000	30,364	-
PROCEEDS FROM DEBT -MAINTENANCE	-	(30,364)	-
IMPROVEMENT O/T BUILDINGS - MAINTENANCE	<u>20,190</u>	<u>-</u>	<u>-</u>
<b>TOTAL OTHER COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP</b>	<b><u>80,900</u></b>	<b><u>32,548</u></b>	<b><u>32,649</u></b>
<b>NET PROFIT (LOSS)</b>	<b><u>\$ (159,218)</u></b>	<b><u>\$ (171,031)</u></b>	<b><u>\$ (192,156)</u></b>

**CITY OF MIAMI SPRINGS, FLORIDA  
GOLF COURSE  
ACTUAL VS ACTUAL- MAINTENANCE EXPENSES  
FOR THE PERIOD ENDING:**

**MAINTENANCE**

	<u>12/31/2016</u>	<u>12/31/2015</u>	<u>12/31/2014</u>
<b>PERSONAL SERVICES</b>			
REGULAR SALARIES	\$ 37,008	\$ 23,350	\$ 15,476
PAYROLL TAXES	3,126	1,703	1,108
PENSION	5,857	3,667	2,505
MEDICAL INSURANCE	7,606	3,485	3,185
WORKER'S COMPENSATION	1,440	1,239	591
<b>TOTAL PERSONAL SERVICES</b>	<u>55,037</u>	<u>33,444</u>	<u>22,865</u>
<b>OPERATING EXPENSES</b>			
PROFESSIONAL SERVICES	8,352	9,693	3,625
CONTRACTUAL SERVICES	69,160	97,293	112,296
REPAIRS AND MAINTENANCE	15,664	27,467	23,844
UTILITY SERVICES-ELECTRICITY	5,617	6,375	4,179
UTILITY SERVICES-WATER	-	1,553	781
OPERATING SUPPLIES	66,058	55,069	97,257
FUEL, OILS, LUBRICANTS	11,108	14,723	11,530
LIABILITY INSURANCE	3,648	3,555	3,153
TELECOMMUNICATIONS	168	112	198
RENTALS AND LEASES	2,277	-	14,789
<b>TOTAL OPERATING EXPENSES :</b>	<u>183,095</u>	<u>218,243</u>	<u>273,547</u>
 MACHINERY AND EQUIPMENT	 <u>24,000</u>	 <u>30,364</u>	 <u>-</u>
<b>TOTAL CAPITAL OUTLAY :</b>	<u>44,190</u>	<u>30,364</u>	<u>-</u>
 PRINCIPAL PAYMENTS	 32,548	 32,548	 32,649
PROCEEDS FROM DEBT -MAINTENANCE	-	(30,364)	-
<b>TOTAL DEBT SERVICE</b>	<u>32,548</u>	<u>2,184</u>	<u>32,649</u>
<b>TOTAL MAINTENANCE</b>	<b><u>\$ 314,870</u></b>	<b><u>\$ 284,235</u></b>	<b><u>\$ 329,061</u></b>

CITY OF MIAMI SPRINGS, FLORIDA  
 GOLF COURSE  
 ACTUAL VS ACTUAL- ADMINISTRATION EXPENSES  
 FOR THE PRIOD ENDING:

**ADMINISTRATION**

	<u>12/31/2016</u>	<u>12/31/2015</u>	<u>12/31/2014</u>
<b>OPERATING EXPENSES</b>			
UTILITY SERVICES-ELECTRICITY	1,690	2,076	1,549
RISK MANAGEMENT	<u>2,526</u>	<u>2,691</u>	<u>2,691</u>
<b>TOTAL OPERATING EXPENSES :</b>	<u>4,216</u>	<u>4,767</u>	<u>4,240</u>
<b>TOTAL ADMINISTRATION</b>	<b><u>\$ 4,216</u></b>	<b><u>\$ 4,767</u></b>	<b><u>\$ 4,240</u></b>

CITY OF MIAMI SPRINGS, FLORIDA  
 GOLF & COUNTRY CLUB  
 ACTUAL VERSUS BUDGET  
 FOR THE PERIOD ENDING 12/31/16

	YTD <u>Actual</u>	YTD <u>Budget</u>	Variance Positive <u>(Negative)</u>
TOTAL PRO-SHOP- REVENUES	<u>372,370</u>	<u>1,466,795</u>	<u>(1,094,425)</u>
TOTAL OPERATING EXPENDITURES	<u>450,688</u>	<u>1,680,416</u>	<u>1,229,728</u>
OPERATING PROFIT (LOSS) BEFORE CAPITAL EXPENDITURES AND DEBT SERVICE PAYMENTS	<u>(78,318)</u>	<u>(213,621)</u>	<u>135,303</u>
<b><u>OTHER REVENUES, TRANSFERS, AND EXPENDITURES:</u></b>			
DEBT SERVICE PAYMENT-MAINTENANCE	32,548	130,193	97,645
MACHINERY & EQUIPMENT-MAINTENANCE	24,000	24,000	-
IMPROVEMENTS O/T BUILDINGS	4,162	-	(4,162)
IMPROVEMENTS O/T BUILDINGS - MAINTENANCE	<u>20,190</u>	<u>20,190</u>	<u>-</u>
TOTAL CAPITAL EXPENDITURES AND DEBT SERVICE PAYMENTS	<u>80,900</u>	<u>174,383</u>	<u>93,483</u>
OPERATING PROFIT (LOSS) BEFORE NON-OPERATING COSTS	<u>(159,218)</u>	<u>(388,004)</u>	<u>228,786</u>
<b><u>NON-OPERATING COSTS:</u></b>			
CITY ADMINISTRATIVE EXPENSES	<u>4,216</u>	<u>16,122</u>	<u>11,906</u>
TOTAL OTHER NON-OPERATING COSTS	<u>4,216</u>	<u>16,122</u>	<u>11,906</u>
OPERATING PROFIT (LOSS)	<u>\$ (163,434)</u>	<u>\$ (404,126)</u>	<u>\$ 240,692</u>

**CITY OF MIAMI SPRINGS, FLORIDA  
ACTUAL VS BUDGET-PRO SHOP OPERATIONS  
FOR THE PERIOD ENDING 12/31/16**

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>Variance Positive (Negative)</u>
<b>REVENUES</b>			
GREEN FEES	\$ 228,118	\$ 1,028,125	\$ (800,007)
MEMBERSHIPS	7,069	69,125	(62,056)
CART REVENUES	9,926	72,145	(62,219)
RANGE FEES	37,600	173,200	(135,600)
GOLF - OTHER REVENUES	7,361	23,400	(16,039)
MERCHANDISE SALES	82,296	100,800	(18,504)
<b>TOTAL PRO SHOP REVENUES</b>	<u><b>372,370</b></u>	<u><b>1,466,795</b></u>	<u><b>(1,094,425)</b></u>
<b>PERSONNEL EXPENSES</b>			
REGULAR SALARIES	27,268	120,110	92,842
PART TIME SALARIES	51,338	128,806	77,468
FICA TAXES	6,365	17,660	11,295
PENSION	4,439	15,463	11,024
MEDICAL INSURANCE	4,491	25,882	21,391
WORKER'S COMPENSATION	1,866	7,467	5,601
<b>TOTAL PERSONNEL SERVICES</b>	<u><b>95,767</b></u>	<u><b>315,388</b></u>	<u><b>219,621</b></u>
<b>OPERATING EXPENSES</b>			
CONTRACTUAL & PROFESSIONAL SERVICES	8,684	2,500	(6,184)
RENTALS AND LEASES	22,840	61,950	39,110
REPAIRS AND MAINTENANCE	7,467	9,800	2,333
FUEL, OILS, LUBRICANTS	-	3,000	3,000
PRINTING AND BINDING	1,625	5,500	3,875
PROMOTIONS & ADVERTISING	17,400	35,000	17,600
OTHER CHARGES - BANK & CREDIT CARD CHARGES	7,163	25,000	17,837
OPERATING SUPPLIES	1,417	5,300	3,883
UTILITY SERVICES-ELECTRICITY	5,195	14,111	8,916
UTILITY SERVICES-WATER	1,998	581	(1,417)
LIABILITY INSURANCE	3,969	15,871	11,902
TELECOMMUNICATIONS	2,524	12,147	9,623
MERCHANDISE	35,052	71,200	36,148
DRIVING RANGE	827	9,500	8,673
OFFICE SUPPLIES	368	3,000	2,632
DUES AND MEMBERSHIPS	260	3,500	3,240
<b>MAINTENANCE (Department Total)</b>	238,132	1,087,068	848,936
<b>TOTAL OPERATING EXPENDITURES</b>	<u><b>354,921</b></u>	<u><b>1,365,028</b></u>	<u><b>1,010,107</b></u>
<b>TOTAL PRO SHOP OPERATION EXPENDITURES</b>	<u><b>450,688</b></u>	<u><b>1,680,416</b></u>	<u><b>1,229,728</b></u>
<b>OPERATING PROFIT (LOSS) BEFORE OTHER COSTS</b>	<u><b>(78,318)</b></u>	<u><b>(213,621)</b></u>	<u><b>135,303</b></u>
<b>OTHER (REVENUES) COSTS ASSOCIATED WITH OPERATIONS OF THE PRO-SHOP</b>			
TRANSFERS TO DEBT SERVICE FUND	32,548	130,193	97,645
MACHINERY & EQUIPMENT-MAINTENANCE	24,000	24,000	-
IMPROVEMENT O/T BUILDINGS	4,162	-	(4,162)
IMPROVEMENT O/T BUILDINGS-MAINTENANCE	20,190	20,190	-
<b>TOTAL OTHER (REVENUES) COSTS ASSOCIATED WITH- OPERATIONS OF THE PRO-SHOP</b>	<u><b>80,900</b></u>	<u><b>174,383</b></u>	<u><b>93,483</b></u>
<b>NET PROFIT (LOSS)</b>	<u><b>\$ (159,218)</b></u>	<u><b>\$ (388,004)</b></u>	<u><b>\$ 228,786</b></u>

**CITY OF MIAMI SPRINGS, FLORIDA  
GOLF COURSE  
ACTUAL VS BUDGET- MAINTENANCE EXPENSES  
FOR THE PERIOD ENDING 12/31/16**

<b><u>MAINTENANCE</u></b>	<b>YTD <u>ACTUAL</u></b>	<b>YTD <u>BUDGET</u></b>	<b>Variance Positive <u>(Negative)</u></b>
<b>PERSONAL SERVICES</b>			
REGULAR SALARIES	\$ 37,008	\$ 191,899	\$ 154,891
PAYROLL TAXES	3,126	12,239	9,113
PENSION	5,857	20,659	14,802
MEDICAL INSURANCE	7,606	33,078	25,472
WORKER'S COMPENSATION	1,440	5,757	4,317
<b>TOTAL PERSONAL SERVICES</b>	<b><u>55,037</u></b>	<b><u>263,632</u></b>	<b><u>208,595</u></b>
<b>OPERATING EXPENSES</b>			
PROFESSIONAL SERVICES	8,352	20,000	11,648
CONTRACTUAL SERVICES	69,160	340,000	270,840
REPAIRS AND MAINTENANCE	15,664	114,800	99,136
UTILITY SERVICES-ELECTRICITY	5,617	21,135	15,518
UTILITY SERVICES-WATER	-	9,341	9,341
OPERATING SUPPLIES	66,058	218,500	152,442
FUEL, OILS, LUBRICANTS	11,108	60,000	48,892
LIABILITY INSURANCE	3,648	14,588	10,940
TELECOMMUNICATIONS	168	672	504
DUES AND SUBSCRIPTIONS	50	900	850
EDUCATION AND TRAINING	993	4,500	3,507
UNIFORMS	-	2,500	2,500
RENTALS AND LEASES	2,277	16,500	14,223
<b>TOTAL OPERATING EXPENSES :</b>	<b><u>183,095</u></b>	<b><u>823,436</u></b>	<b><u>640,341</u></b>
IMPROVEMENT O/T BUILDINGS	20,190	20,190	-
MACHINERY AND EQUIPMENT	24,000	24,000	-
<b>TOTAL CAPITAL OUTLAY :</b>	<b><u>44,190</u></b>	<b><u>44,190</u></b>	<b><u>-</u></b>
TRANSFERS TO DEBT SERVICE FUND	32,548	130,193	97,645
<b>TOTAL DEBT SERVICE</b>	<b><u>32,548</u></b>	<b><u>130,193</u></b>	<b><u>97,645</u></b>
<b>TOTAL MAINTENANCE</b>	<b><u>\$ 314,870</u></b>	<b><u>\$ 1,261,451</u></b>	<b><u>\$ 946,581</u></b>



CITY OF MIAMI SPRINGS, FLORIDA  
 GOLF COURSE  
 ACTUAL VS BUDGET- ADMINISTRATION EXPENSES  
 FOR THE PERIOD ENDING 12/31/16

<u>ADMINISTRATION</u>	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>Variance Positive (Negative)</u>
<b>OPERATING EXPENSES</b>			
UTILITY SERVICES-ELECTRICITY	1,690	6,023	4,333
RISK MANAGEMENT	2,526	10,099	7,573
<b>TOTAL OPERATING EXPENSES :</b>	<u>4,216</u>	<u>16,122</u>	<u>11,906</u>
<b>TOTAL ADMINISTRATION</b>	<u>\$ 4,216</u>	<u>\$ 16,122</u>	<u>\$ 11,906</u>

**CHART E**

**MIAMI SPRINGS GOLF & COUNTRY CLUB  
ANALYSIS OF ROUNDS PLAYED  
FOR THE QUARTER ENDING:**

**GREEN & CART FEES**

<b>TYPE</b>
<b>RACK RATES</b>

	12/31/2015					12/31/2015		
	Number	%	Revenues	%	Avg Per Round	Number	Revenues	Avg Per Round
Weekend Non-Resident	42	0.6%	2,415	1.0%	57.50	7	378	54.06
Weekday Non-Resident	19	0.3%	867	0.4%	45.64	24	1,763	73.44
Weekend MS?VG Resident	426	6.3%	16,869	6.8%	39.60	316	11,745	37.17
Weekday MS/VG Resident	350	5.1%	12,919	5.2%	36.91	571	21,001	36.78
Weekday Dade Resident	715	10.5%	30,158	12.2%	42.18	203	9,440	46.50
Weekend dade Resident	663	9.7%	31,985	13.0%	48.24	440	22,210	50.48
Weekday Resident	10	0.1%	492	0.2%	49.20	247	11,237	45.49
<b>TOTALS FOR TOP RACK RATES</b>	<b>2,225</b>	<b>32.7%</b>	<b>\$ 95,705</b>	<b>38.8%</b>	<b>\$ 43.01</b>	<b>1,808</b>	<b>\$ 77,774</b>	<b>\$ 43.02</b>
<b>SEASONAL(A); DISCOUNT(B); PROMOTIONAL RATES(C)</b>								
Twi-Light-Weekday	984	14.5%	34,109	13.8%	34.66	556	20,405	36.70
Twi-Light-Weekend	487	7.2%	17,264	7.0%	35.45	512	17,940	35.04
Shootout (C)	186	2.7%	6,248	2.5%	33.59	147	4,846	32.96
Group Rate Weekend	-	0.0%	-	0.0%	-	64	2,560	40.00
Public Service Employees	193	2.8%	6,088	2.5%	31.54	246	7,330	29.80
Spectator	417	6.1%	9,926	4.0%	23.80	449	10,640	23.70
Premier Card Weekend	245	3.6%	8,575	3.5%	35.00	286	8,566	29.95
GolfNow	752	11.0%	22,580	9.1%	30.03	638	25,825	40.48
Junior	31	0.5%	560	0.2%	18.06	62	1,085	17.50
Premier Card-Weekday	475	7.0%	11,875	4.8%	25.00	310	7,750	25.00
Can-Am Golf (B)	60	0.9%	2,258	0.9%	37.63	56	2,099	37.48
Tax Exempt Tournament	346	5.1%	21,527	8.7%	62.22	369	14,255	38.63
Public Guest/Dade resident		0.0%		0.0%	-	1	30	30.00
<b>TOTALS FOR OTHER DISCOUNTED RACK RATES</b>	<b>4,176</b>	<b>61.4%</b>	<b>\$ 141,010</b>	<b>57.1%</b>	<b>\$ 33.77</b>	<b>3,696</b>	<b>\$ 123,331</b>	<b>\$ 33.37</b>
<b>TOTALS FOR ALL RACK RATES</b>	<b>6,401</b>	<b>94.0%</b>	<b>\$ 236,715</b>	<b>95.9%</b>	<b>\$ 36.98</b>	<b>5,504</b>	<b>\$ 201,105</b>	<b>\$ 36.54</b>
<b>Membership Activity:</b>								
Trail Fee	4	0.1%	3,040	1.2%	-	3	2,325	0
Membership pro rated income		0.0%	7,069	2.9%	0		7,850	0
Member walk	401	5.9%		0.0%	0	767		0
<b>TOTALS FOR ALL MEMBER ROUNDS</b>	<b>405</b>	<b>6.0%</b>	<b>\$ 10,109</b>	<b>4.1%</b>	<b>\$ 24.96</b>	<b>770</b>	<b>\$ 10,175</b>	<b>\$ 13.21</b>
<b>TOTALS FOR ALL PAID ROUNDS THRU 12/31/09</b>	<b>6,806</b>	<b>100.0%</b>	<b>\$ 246,824</b>	<b>100.0%</b>	<b>\$ 36.27</b>	<b>6,274</b>	<b>\$ 211,280</b>	<b>\$ 33.68</b>
Employee Rounds	2		-			65	-	
Comp rounds	41		-			3	-	

**Note:**

Data from GolfTrac application with exception of Membership Pro Rated Income from HTE.