



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Billy Bain

Vice Mayor Xavier Garcia
Councilwoman Maria Puente Mitchell

Councilman Bob Best
Councilman Walter Fajet

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, January 11, 2021 – 7:00 p.m.

Rebeca Sosa Theater, 1401 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 3-4 for additional information)

1. **Call to Order/Roll Call**
2. **Invocation:** Councilman Bob Best
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
3. **Agenda / Order of Business**
4. **Awards & Presentations: None.**
5. **Open Forum:** Due to COVID-19 requirements, persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
6. **Approval of Council Minutes:**
 - A) December 14, 2020 – Regular Meeting
7. **Reports from Boards & Commissions: None.**
8. **Public Hearings:**
 - A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 150, "Zoning Code" Of The City's Code Of Ordinances By Adding Section 150-145, "Vacation Rentals," Within New Article Xiv, "Additional Regulations" To Provide Regulations For Such Uses; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date (***Request will be made to defer Item to Council Meeting on January 25th***)

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

A) Recommendation by the Building and Code Compliance Department that Council authorizes the issuance of a Purchase Order to Alan Jay Fleet, by utilizing Sourcewell (formerly NJPA) Contract #2020-120716 NAF (attached), for the remainder of their contract term, including any extensions through 01/17/2022 in the amount of \$22,698.00 for one (1) 2021 Ford F-150 Regular Cab 2WD, as these funds are available in the FY 20/21 Budget, pursuant to Section § 31.11 (E)(5)(c) of the City Code

10. Old Business: None.

11. New Business:

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 34-15, “Holidays And Compensatory Leave” Of The City’s Code Of Ordinances To Update The Policy On Employee Birthday Holiday Usage; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date.

12. Other Business: None.

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, January 11, 2021 at 7:00 p.m. at
The Rebeca Sosa Theater, 1401 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Due to COVID-19 and social distancing requirements, there will be limited space for members of the public to attend the meeting at the physical meeting location.

Admission to the physical meeting location is on a first-come, first-serve basis.

Doors will open 30 minutes prior to the meeting start time.

Facial coverings are required for admission to the meeting at the physical meeting location and must be worn throughout the entirety of the meeting in accordance with State and County Orders.

Social distancing requirements as set forth in State and County Orders must be adhered to.

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152

(Alternatively, you may also dial the phone numbers below to join the meeting:

1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,

1 (346) 248 7799) then input the Meeting ID: 863-9512-4146, followed by #.

There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Subject to social distancing requirements, members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

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 when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE 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 TO BE BASED.

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, 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 and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, December 14, 2020 6:00 p.m.

Rebeca Sosa Theater, 1401 Westward Drive, Miami Springs, Florida/
Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:00 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor Vacant

Councilman Bob Best

Councilwoman Maria Mitchell

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Recreation Director Omar Luna

- 2. Invocation:** Led by Councilman Bob Best
Pledge of Allegiance: Audience led the Pledge of Allegiance and Salute to the Flag.

- 3. Agenda / Order of Business:**

Mayor Bain announced that 11D will be deferred to the next meeting. He stated that he will be taking Items 11B and 11C after the presentation, Item 4A.

- 4. Awards & Presentations:**

A) 2021 legislative priorities presentation by Jose Fuentes, City Lobbyist

Alex Alamo and Jose Fuentes provided an oral presentation on the upcoming legislative priorities for the new session. He stated that four projects were submitted for consideration, supplemental meals for the Senior Center, East Drive roadway and drainage improvements, canal erosion control off of Esplanade, and traffic improvement on S. Royal Poinciana Blvd. They are optimistic that many of these requests will get far in the approval process in the State.

- 5. Open Forum:** The following members of the public addressed the City Council: There were no speakers at this time.

6. Approval of Council Minutes:

A) November 9, 2020 – Regular Meeting

Councilman Best moved to approve the minutes of the Regular meeting of October 26, 2020. Councilman Fajet seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Mitchell, Councilman Fajet, and Mayor Bain voting Yes.

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

8. Public Hearings: None at this time.

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

A) Recommendation by Information Technology that Council waive the competitive bid process in the best interests of the City and approve an expenditure to Tyler Technologies, in an amount not to exceed \$11,892, for Executime payroll services and employee time keeping software, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code

B) Recommendation by Information Technology that Council authorize the issuance and/or execution of a purchase order to Superior, LLC., for an additional one year period, in the amount of \$120,391.00, per the Superior Solutions Agreement signed 12/13/2018 & Amendment 1 to the ASP Order Renewal (180051-1) (attached), for the remainder of their contract term, including any extensions through 12/13/2023, for offsite ASP hosting for our usage of Central Square H.T.E. software as funds were approved in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code and pursuant to the City's existing contract

C) Recommendation by the Police Department that Council approve an expenditure in the amount of \$11,300.00 to United States K-9 Academy, the best responsible quote after obtaining three written quotes (attached), for one Police K-9, as funds (\$12,000.00) were approved in the FY 20/21 Budget, pursuant to Section §31.11 (C)(2) of the City Code

D) Recommendation by Recreation that Council approve an expenditure in an amount not to exceed \$15,975.00, to Superior Park Systems, Inc., the lowest responsible quote after obtaining three written quotes (attached), for repairs to the four (5) Baseball Fields at Peavy Dove which exceeds the originally budgeted amount of \$ 12,000.00 in the FY20/21 Budget pursuant to Section §31.11 (C)(2) of the City Code

E) Recommendation by Recreation that Council approve an expenditure in an amount not to exceed \$7,849.07, to BrightView Landscape Services, Inc., the lowest responsible quote after obtaining three written quotes (attached), for repairs to the four (2) Baseball Fields at Prince Field as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (C)(2) of the City Code

F) Recommendation by Recreation that Council approve an expenditure in an amount not to exceed \$22,275.00, to Superior Park Systems, the lowest responsible quote after obtaining three written quotes (attached), for the resurfacing of the three back courts at the Tennis Center which exceeds the originally budgeted amount of \$ 20,000.00 in the FY20/21 Budget pursuant to Section §31.11 (C)(2) of the City Code

G) Recommendation by the Finance - Professional Services Department that Council approve an expenditure in the amount of \$20,352.00 to Howard Technology Solutions, the best responsible quote after obtaining three written quotes (attached), for the purchase of twelve (12) Body Temperature Thermal Scanners to be utilized throughout all City facilities, as funding will be provided through the CARES Act program from Miami-Dade County, so there would be no impact on the general fund, pursuant to Section §31.11 (C)(2) of the City Code

Assistant City Manager Tammy Romero read the items by title.

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

10. Old Business: None at this time.

11. New Business:

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 150, “Zoning Code” Of The City’s Code Of Ordinances By Adding Section 150-145, “Vacation Rentals,” Within New Article Xiv, “Additional Regulations” To Provide Regulations For Such Uses; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title. The following members of the public addressed the City Council: Jaqueline Regueira, 400 Palmetto Drive; Norys Aguila, 210 South Drive; Raul Cruz-Alvarez, 429 & 381 Deer Run; Luis Arana, 560 Curtiss Parkway; Vivian Rey, 125 Carlisle Drive; Ralph Orelle, 321 Deer Run; Marvin Crossland, 900 Plover Drive; Fernando Alfonso 443 Deer Run; and Juan Khory.

After much discussion, Councilman Best moved to approve the Ordinance. Councilwoman Mitchell seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Mitchell, Councilman Fajet, and Mayor Bain voting Yes.

B) **Resolution** – A Resolution of the Mayor and City Council of the City of Miami Springs, Florida, Establishing the City’s 2021 Legislative Priorities; and Providing for an Effective Date

City Manager William Alonso read the Resolution by title. This Item was moved after

the presentation made by Jose Fuentes and Alex Alamo.

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

C) **Resolution** - A Resolution of the Mayor and the City Council of the City of Miami Springs, Florida, Approving A Sixth Amendment to the Settlement Agreement with Meridian MGMT, LLC; Providing for Authorization; and Providing for and Effective Date

City Manager William Alonso read the Resolution by title.

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

D) Approval of State Attorney Annual Agreement for Prosecution of City Ordinances

This item was deferred to the next meeting.

12. Other Business:

A) Discussion on filling Council Group IV vacancy

City Attorney Haydee Sera introduced the item and provided an overview on the matter. After some discussion, Councilman Fajet moved to appoint former Councilman George Lob to Group IV until the next City election in April 2021. Councilwoman Mitchell seconded the motion, the motion failed 2-2 on roll call vote. The vote was as follows: Councilman Best and Councilwoman Mitchell voting Yes; Councilman Fajet and Mayor Bain voting No.

Discussion ensued, Councilman Best moved to appoint former Councilman Jaime Petralanda to Group IV until the next City election in April 2021. Councilwoman Mitchell seconded the motion, the motion failed 2-2 on roll call vote. The vote was as follows: Councilwoman Mitchell and Councilman Fajet voting Yes; Councilman Best and Mayor Bain voting No.

Councilman Best moved to appoint former Mayor Zavier Garcia to Group IV until the next City election in April 2021. Councilwoman Mitchell seconded the motion, the motion passed 3-1 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Mitchell, and Councilman Fajet voting Yes; Mayor Bain voting No.

B) Request by Councilman Fajet to discuss flooding eastside of the City

The following residents spoke on the Item, Genevieve Steffen 1450 LaBarron Drive,

Carlos Vazquez, 531 Forrest Drive, Greg Orsini, 570 Forrest Drive, and James Fulton 1410 LaBarron Drive.

The Mayor explained that the request to receive funding for the flooding issue from the State has been placed to our representatives, they will fight for the City and hopefully it will be approved.

Councilman Fajet stated he received requests from residents to discuss this item. He understands that flooding is a major issue in the area and understands that it is one of the priorities for the City to improve flooding in that area of town.

Councilwoman Mitchell stated that the flooding is definitely a concern and will continued to be monitored.

Councilman Best also reassured the residents that there concerns will not go unaddressed.

C) Discussion on the Lysbeth H. Toro Living Trust bequest to the Senior Center; naming a room in the Senior Center in her memory

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

After some discussion, Councilman Best moved to approve the naming the library after Sandy Leonard and the art room after Lysbeth H. Toro in the Adult Community Center. Councilwoman Mitchell seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Mitchell, and Councilman Fajet and Mayor Bain voting Yes.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera wished everyone a happy and safe holiday.

B) City Manager

City Manager William Alonso this coming Thursday the Blood Mobile will be at the Community Center, on December 19th will be the co-designation ceremony for former Councilman Jim Caudle, he stated that a food drive is being coordinated for December 22nd. He wished everyone a Merry Christmas and Happy New Year.

C) City Council

Councilwoman Mitchell stated it was a tough year, but the City is a strong community and we will get through it all. She wished everyone a happy holiday and a happy New Year.

Councilman Fajet wanted to give City Manager/Finance Director William Alonso and his team a shout out for the prestigious achievement of receiving the GFOA Financial Reporting Award. He wished everyone a happy holiday and New Year.

Councilman Best also thanked the City Manager and his staff for the financial award. He wished everyone a happy holiday and new year.

Mayor Bain stated it was a good year for the City in many ways. He thanked all of the Council members for a wonderful year. He wished everyone a Merry Christmas and Happy New Year.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:55 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 11th day of January, 2021.*

Billy Bain, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE 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.

38 including but not limited to excessive noise, excessive on-street parking, accumulation of
39 trash, and diminished public safety; and

40 **WHEREAS**, the other classifications of transient public lodging establishments are
41 subject to stricter development standards, undergo annual inspections, and have more
42 stringent operational and business requirements; and

43 **WHEREAS**, the City finds a substantial interest in furthering the public health,
44 safety, and welfare by controlling density, by protecting the residential character of areas
45 designated for residential use, implementing its comprehensive plan, and establishing
46 and enforcing minimum life safety standards; and

47 **WHEREAS**, at a duly noticed public hearing on _____, 2021,
48 the City Council, sitting in its capacity as the Local Planning Agency, reviewed this
49 Ordinance and recommended approval; and

50 **WHEREAS**, after reviewing the Local Planning Agency's recommendations, the
51 recommendations of City staff, and comments from the public, the City Council finds that
52 the proposed amendments to its Code of Ordinances and Land Development Regulations
53 are in compliance and consistent with Florida law and with its adopted Comprehensive
54 Plan; and

55 **WHEREAS**, the City Council finds that this Ordinance is in the best interest and
56 welfare of the residents of the City.

57 **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL**
58 **OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS: ¹**

59 **Section 1. Recitals.** That the above recitals are confirmed, adopted, and
60 incorporated herein and made a part hereof by reference.

61 **Section 2. Amending Code.** That the Code of Ordinances of Miami Springs,
62 Florida, is hereby amended by adding a section to be numbered 150-145, which said
63 section reads as follows:

64 Sec. 150-145 - Vacation rentals.

65 (a) *Definitions.* For purposes of this section, the following definitions shall apply:

66 *Enclosed* shall mean any space enclosed by a roof and four complete solid, floor to
67 roof walls, which may include glass windows. Screening shall not count as a wall.

68 *Responsible party* shall mean the owner or the person designated by the owner of
69 the property to be called upon to answer for the maintenance of the property and for the
70 conduct and acts of occupants of vacation rental properties.

71 *Transient occupants* shall mean any person, or guest or invitee of such person who
72 occupies or is in actual or apparent control or possession of residential property registered

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double-strikethrough~~ and double underline.

73 or used as a vacation rental. It shall be a rebuttable presumption that any person who
74 holds themselves out as being an occupant or guest of an occupant of a vacation rental,
75 or a property used as a vacation rental, is a transient occupant.

76 *Vacation rental* shall mean any unit or group of units in a condominium or cooperative
77 or any individually or collectively owned single-family, two-family, three-family, or four-
78 family house or dwelling unit that is rented to guests more than three times in a calendar
79 year for periods of less than 30 days or one calendar month, whichever is less, or which
80 is advertised or held out to the public as a place regularly rented to guests, but that is not
81 a timeshare project.

82 (b) *Registration required.* It is unlawful for any person to allow another person to occupy
83 any residential property as a vacation rental within the City, or offer such rental
84 services within the City, unless the person has registered the vacation rental property
85 with the City in accordance with the provisions of this section.

86 (c) *Application for registration.* The application for registration of a vacation rental shall
87 be made to the City manager or his or her designee on a form provided by the City.
88 Submission of an incomplete registration application form shall result in rejection of
89 the application. The application must be signed under oath or affirmation by the
90 property owner and the Responsible Party, and shall set forth at a minimum the
91 following:

92 (1) The address and legal description of the property offered for rental.

93 (2) Proof of ownership of the property, including the name, address and phone
94 number of each person or entity with an ownership interest in the property.

95 (3) The gross square footage of the property and of that portion of the dwelling unit
96 to be used for the vacation rental, including the number of rooms, bedrooms,
97 kitchens and on-site parking spaces attributable to the vacation rental use.

98 (4) A valid and current federal employer tax identification number for the owner(s)
99 of the property, when owned by a corporate entity.

100 (5) Proof of licensure with, or exemption from, the state department of business
101 and professional regulation for a transient public lodging establishment.

102 (6) The name, address, e-mail address, and 24-hour phone number of the person
103 who will act as the responsible party operating the vacation rental property. The
104 responsible party phone number shall be answered at all times, 24 hours a day,
105 seven days a week.

106 (7) The name and contact information for any listing services on or through which
107 the vacation rental is to be offered for rent.

108 (8) The application shall bear the signatures of all owners, authorized agents,
109 authorized property managers and the responsible party.

110 (9) The owner of the property and the responsible party must individually
111 acknowledge the affirmative duty to ensure compliance with the requirements of
112 this section, including the owner and responsible party requirements of this
113 section.

- 114 (10) Acknowledgement that the application and any related approvals are specific
 115 to the property identified in the application and approval; other properties are not
 116 jointly shared commodities and shall not be considered available for use by
 117 transient occupants of the property which is the subject of the application.
- 118 (11) A statement that insurance coverage will be in effect at all times while the
 119 property is use as a vacation rental to cover liability for injury or harm to transient
 120 occupants or other invitees, and acknowledging that a standard homeowners' or
 121 renter's insurance policy may not necessarily provide such liability coverage while
 122 the property is used as a vacation rental.
- 123 (d) *Responsible party required.* Whenever any property is required to be registered
 124 under this section, the owner shall act as, or retain at all times, an appointed person
 125 capable of meeting the duties and requirements provided in subsection (f). The
 126 designated responsible party must reside within 30 miles of the vacation rental
 127 property to serve as the responsible party for service of notices as are specified
 128 herein. Notices given to the responsible party shall be sufficient to satisfy any
 129 requirement for notice to the owner. An initial responsible party shall be designated
 130 and shall participate in the application for registration, and the City manager or his or
 131 her designee shall thereafter be notified of any change of responsible party within 15
 132 days of such change.
- 133 (e) *Fees for registration.* The City may charge reasonable fees for registration to
 134 compensate for administrative expenses which shall be set by resolution of the City
 135 council.
- 136 (f) *Owner and responsible party requirements.* In addition to general compliance with
 137 all federal, state, county and local laws, it is the affirmative duty and responsibility of
 138 the owner and the responsible party, individually and collectively, to adhere to the
 139 following:
- 140 (1) Inform all guests, in writing, prior to occupancy of the property, of all applicable
 141 City ordinances concerning noise, vehicle parking, solid waste collection, and
 142 common area usage. This information shall also be made available to each
 143 transient occupant inside the property;
- 144 (2) Maintain the property under their control in compliance with the occupancy
 145 limits, as specified in this section, the minimum housing standards of the county,
 146 fire codes, specific requirements of the state building code and the City Code, as
 147 determined by the City manager, building official or respective designee;
- 148 (3) Ensure that, at all times:
- 149 a. All vehicles associated with the vacation rental are parked in compliance
 150 with the City Code; and
- 151 b. The entire property, including the front, back, and side yards, is maintained
 152 free of garbage and litter, provided however, that this subsection shall not
 153 prohibit the storage of garbage and litter in authorized receptacles for
 154 collection; and

- 155 c. All transient occupants are aware that it shall be unlawful to allow or make
156 any noise or sound that exceeds the limits set forth in section 99-03 of the
157 City Code; and
- 158 d. All transient occupants are aware that unauthorized occupants of any
159 structure or conveyance of the property that have been warned by the owner
160 or lessee to leave and refuse to do so commit the offense of trespass of a
161 structure or conveyance and will be charged under the State of Florida and
162 local law; and
- 163 e. The provisions of this section are complied with and promptly address any
164 violations of this section or any violations of law which may come to the
165 attention of the responsible party; and
- 166 f. He or she is available with authority to address and coordinate solutions to
167 problems with the rental of the property at all times, 24 hours a day, seven
168 days a week and be physically present at the property within two hours of
169 notification to respond to emergencies, noise complaints, events that are
170 being held without required permits, maximum occupancy violations, and
171 other occurrences determined by the Police to require the presence of the
172 owner or responsible party; and
- 173 g. He or she keeps available a register of all transient occupants, which shall
174 be open to inspection by the City; and
- 175 h. No rental is made, or occupancy allowed by, any person on the Florida
176 Sexual Offenders and Predators (FDLE) database or any other state sex
177 offender database consistent with the requirements of section 130-06
178 "Sexual offenders and sexual predators" of the City Code.
- 179 (g) *Standards and requirements for vacation rentals.*
- 180 (1) *Registration.* The City manager or his or her designee may issue a registration
181 to an applicant upon proof that the owner or responsible party has:
- 182 a. Submitted a complete vacation rental registration application form including
183 appropriate documentation of compliance with applicable state department
184 of revenue and state department of business and professional regulation
185 requirements; and
- 186 b. Submitted the applicable registration fee; and
- 187 c. Provided an affidavit, demonstrating initial and on-going compliance with
188 vacation rental standards contained herein, plus any other applicable local,
189 state and federal laws, regulations and standards to include, but not be
190 limited to F.S. ch. 509, and Rules, Chapter 61C and 69A, Florida
191 Administrative Code; and
- 192 d. Provided a copy of the rental/lease agreement form to be used when
193 contracting with transient occupants which includes the minimum transient
194 occupant information required by subsection 150-145(g)(2)b., below; and

- 195 e. No pending or outstanding code enforcement violations or liens against the
196 property;
- 197 f. Subsequent to the issuance of a registration, a business tax receipt from the
198 City pursuant to chapter 113 of the City Code shall be obtained.
- 199 (2) *Vacation rental standards.* The following standards shall govern the use of any
200 vacation rental as a permitted use:
- 201 a. *Maximum occupancy.* Maximum overnight occupancy for vacation rentals
202 shall be up to a maximum of two persons per bedroom, plus two additional
203 persons per property, up to a maximum of 10 persons, excluding children
204 under three years of age. At all other times, maximum occupancy for
205 vacation rentals shall not exceed the maximum overnight occupancy of the
206 vacation rental plus four additional persons per property, up to a maximum
207 of 14 persons, excluding children under three years of age. For purposes of
208 this subsection, "overnight" shall mean from 11:00 p.m. until 7:00 a.m. the
209 following day. Notwithstanding the foregoing, at no time may the occupancy
210 of a vacation rental exceed the maximum occupant load for the property
211 under the Florida Building Code.
- 212 b. *Minimum vacation rental transient occupant information.* The following
213 information shall be posted conspicuously within the property and shall be
214 provided to each vacation rental lessee as part of their lease:
- 215 1. The maximum occupancy permitted under the certificate of registration;
- 216 2. A statement advising the occupant that it is unlawful to allow or make
217 any noise or sound that exceeds the limits set forth in chapter 99, "Noise,"
218 of the City Code and such violation is subject to City code enforcement,
219 including but not limited to fines of up to \$500.00 per violation;
- 220 3. A notice that all unauthorized occupants of any structure or conveyance
221 of the property that have been warned by the vacation rental agent,
222 owner or registered transient occupants to leave and refuse to do so
223 commit the offense of trespass of a structure or conveyance and will be
224 charged under the state and local law;
- 225 4. A sketch of the location of the off-street parking spaces available to the
226 property;
- 227 5. The days and times of trash pickup and the solid waste handling and
228 containment requirements of this division;
- 229 6. A list of uses prohibited on the property which shall include use of the
230 property as a party, event or entertainment venue;
- 231 7. The location of the nearest hospital; and
- 232 8. The local non-emergency police phone number.
- 233 c. Use. The following limitations apply to the use of the property:

- 234 1. The provisions of chapter 99, "Noise" of the City Code shall apply at all
235 times which prohibits loud, unnecessary, excessive, or unusual noise.
236 In addition, outdoor amplified sound at a vacation rental shall not be
237 permitted at any time.
- 238 2. No more than four unregistered guests may be present on the property
239 at any given time and no unregistered guests may remain on the property
240 after 11:00 p.m.
- 241 3. The vacation rental may not be used or advertised for any commercial
242 or non-residential use, including use of the property as a party, event or
243 entertainment venue.
- 244 d. *Advertising.* Any advertising of the vacation rental unit by the owner on any
245 service shall conform to information included in the vacation rental certificate
246 of registration and the property's approval, and shall include at a minimum,
247 identification of the maximum occupancy permitted on the property. The
248 owner or responsible party shall ensure that the name and contact
249 information for any listing services on or through which the vacation rental is
250 to be offered for rent which was provided in the application is updated with
251 the City to reflect any changes and maintain with the City at all times a list of
252 current listing services.
- 253 e. *Posting of certificate of registration.* The certificate of registration shall be
254 posted on the back of or next to the main entrance door and shall include at
255 a minimum the name, address and phone number of the responsible party
256 and the maximum occupancy of the vacation rental.
- 257 f. *Other standards.* The occupant shall be advised that all standards contained
258 within the Code of Ordinances and land development regulations of the City
259 including, but not limited to: noise, parking, and property maintenance, are
260 applicable to the vacation rental and may be enforced against the occupant.
- 261 (h) *Sale or transfer of dwelling unit used for vacation rentals.* Whenever a dwelling
262 used for vacation rentals is sold or otherwise changes ownership and the new owner
263 desires to use the dwelling for vacation rentals, the new owner must, prior to allowing
264 any vacation rental use submit a new vacation rental registration application.
- 265 (i) *Administration, penalties, and enforcement.*
- 266 (1) *Annual registration of vacation rentals.* All vacation rental registrations shall be
267 renewed annually with the City upon payment of the renewal fee and verification
268 that there are no outstanding code violations or liens on the property. Any
269 violations must be corrected and any fines or liens paid prior to renewal of the
270 registration. Failure to correct outstanding violations in the timeframes provided
271 shall result in the denial of an initial application or suspension of the vacation
272 rental registration until such time as the violations are corrected and inspected.
273 When reviewing an application for registration, the City Manager or designee
274 shall consider the violation history of the property identified in the application. If
275 the violation history shows three or more violations of this section within the
276 preceding twelve months, a certificate of registration shall not be issued or

277 renewed unless and until all pending and outstanding violations or liens are first
278 satisfied and corrected.

279 (2) *Registration not transferable.* No registration issued under this section shall be
280 transferred or assigned or used by any person other than the person to whom it
281 is issued, or at any location other than the location for which it is issued.

282 (3) *Expiration of registration.* All registrations issued under the provisions of this
283 section shall be valid for no more than one year, and all registrations shall expire
284 on September 30 of each year. Fees for renewal shall be established by
285 resolution of the City council. In the event of a failure to renew the vacation rental
286 registration prior to the expiration date, a new application for registration of a
287 vacation rental shall be required.

288 (4) *Revocation.* In addition to, or as an alternative to, the penalties of subsection
289 (5) below, any vacation rental registration issued pursuant to this section may be
290 denied, revoked, or suspended by the City manager upon the adjudication of a
291 violation of this section, any City ordinance, or state law by the responsible party,
292 owner, or transient occupant attributable to the property for which the vacation
293 rental registration is issued. Such denial, revocation or suspension is in addition
294 to any other penalty or remedy available at law.

295 (5) *Offenses/violations.*

296 a. *Fine.* A violation of any of the provisions of this section is punishable by a
297 fine of up to \$250.00 per violation. Each day a violation occurs shall constitute
298 a separate violation. Repeat violations shall be punishable by a fine of up to
299 \$500.00 per violation.

300 b. *Suspension of vacation rental registration.* In addition to any fines and any
301 other remedies described herein or provided for by law, a vacation rental
302 registration shall be suspended for multiple violations of the maximum
303 occupancy, parking requirements, noise ordinance, failure to advertise the
304 maximum occupancy, or any other requirements of this section, in any
305 continuous 48-month period, in accordance with the following suspension
306 timeframes:

307 1. Upon finding of a second violation, the vacation rental registration shall
308 be suspended for a period of 30 calendar days.

309 2. Upon finding of a third violation, the vacation rental registration shall be
310 suspended for a period of 12 calendar months.

311 3. For each additional violation, the vacation rental registration shall be
312 suspended for an additional 12 calendar months.

313 c. *Suspension restrictions.* A vacation rental may not provide transient
314 occupancy during any period of suspension of a vacation rental registration.
315 The suspension shall begin immediately following notice of the suspension
316 commencing either at the end of the then current vacation rental lease period;
317 or within 30 calendar days, whichever is earlier, or as otherwise determined
318 by the City's Code Compliance Board.

319 d. Operation during any period of suspension shall be deemed a violation
320 pursuant to this section and shall be subject to a daily fine, up to the maximum
321 amount as otherwise provided in Florida Statutes for repeat violations, for
322 each day that the vacation rental operates during a period of violation.

323 (j) *Vesting.*

324 (1) Vacation rentals existing as of [INSERT EFFECTIVE DATE OF ORDINANCE],
325 shall be considered vested vacation rentals only as related to contracts entered
326 prior to [INSERT EFFECTIVE DATE OF ORDINANCE]. Rental/lease agreements
327 that were entered into prior to [INSERT EFFECTIVE DATE OF ORDINANCE], as
328 evidenced by a written and validly executed rental/lease agreement or contract
329 provided to the City manager no later than [INSERT THREE MONTHS AFTER
330 EFFECTIVE DATE OF ORDINANCE], shall be considered vested.

331 (2) Vesting shall:

332 a. Apply only to date specific rental agreements; and

333 b. Not apply to renewals of existing rental agreements or contracts which are
334 at the option of either of the parties.

335 (3) All rental agreements entered into after [INSERT EFFECTIVE DATE OF
336 ORDINANCE], shall comply with the provisions of this section. No vacation rental
337 shall be occupied pursuant to a contract/lease entered into after [INSERT
338 EFFECTIVE DATE OF ORDINANCE], until the owner has registered the property
339 as a vacation rental.

340 (4) A vested contract/lease transferred to a subsequent owner shall continue to be
341 vested, but shall not be transferred to a different vacation rental property,
342 provided the new owner complies with the registration requirements of this
343 section.

344 **Section 3. Conflicts.** All Sections or parts of Sections of the Code of
345 Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of
346 Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

347 **Section 4. Severability.** That the provisions of this Ordinance are declared to
348 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
349 any reason be held to be invalid or unconstitutional, such decision shall not affect the
350 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
351 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
352 notwithstanding the invalidity of any part.

353 **Section 5. Codification.** That it is the intention of the City Council and it is
354 hereby ordained that the provisions of this Ordinance shall become and be made a part
355 of the City Code, that the sections of this Ordinance may be renumbered or relettered to
356 accomplish such intentions, and that the word Ordinance shall be changed to Section or
357 other appropriate word.

358 **Section 6. Effective Date.** That this Ordinance shall become effective
359 immediately upon adoption on second reading.

360 **PASSED ON FIRST READING** on the __ day of _____, 2020, on a
361 motion made by _____ and seconded by _____.

362 **PASSED AND ADOPTED ON SECOND READING** this __ day of ____
363 _____, 2021, on a motion made by _____ and seconded by _____. Upon
364 being put to a roll call vote, the vote was as follows:

365
366 Vice Mayor (*vacant*) _____
367 Councilman Bob Best _____
368 Councilman Walter Fajet _____
369 Councilwoman Maria Puente Mitchell _____
370 Mayor Billy Bain _____

371
372
373
374
375 _____
376 BILLY BAIN, MAYOR

377
378
379
380 _____
381 ERIKA GONZALEZ-SANTAMARIA, MMC
382 CITY CLERK


383 APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
384
385
386 _____
387 WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.
388 CITY ATTORNEY



AGENDA MEMORANDUM

Meeting Date: January 11, 2021

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

Via: William Alonso, City Manager 

From: Ulises A. Fernandez, Building and Code Compliance Director

Subject: Building and Code Compliance Vehicle Purchase

Recommendation: Recommendation by the Building and Code Compliance Department that Council authorizes the issuance of a Purchase Order to Alan Jay Fleet, by utilizing Sourcewell (formerly NJPA) Contract #2020-120716 NAF (attached), for the remainder of their contract term, including any extensions through 01/17/2022 in the amount of \$22,698.00 for one (1) 2021 Ford F-150 Regular Cab 2WD, as these funds are available in the FY 20/21 Budget, pursuant to Section § 31.11 (E)(5)(c) of the City Code.

Discussion/Analysis: Purchase one (1) 2021 Ford F-150 Regular Cab 2WD to replace a 2009 Toyota Prius Gas/Electric Hybrid Vehicle No. 627, which has been under constant repair and maintenance. Total expenditure for vehicle maintenance totaling \$11,298.27, from March 2010 to December 2020. The vehicle needs diagnostics from the Toyota dealer as it is experiencing mechanical/electrical issues causing it to turn off while stopped. See attached documentation; Alan Jay Fleet Sales Quick Quote Sheed dated December 9, 2020, Sourcewell Contract #2020-120716 NAF, and Equipment Inventory Life-to-Date Transaction List as provided by the Public Works Department fleet maintenance. **Funding will be from the building department fund and will have no effect on the general fund.**

Submission Date and Time: 1/4/2021 3:33 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Building & Code Compliance</u>	Dept. Head: 	Dept./ Desc.: <u>Building & Code Comp. Department</u>
Prepared by: <u>Roberto Quintero</u>	Procurement: 	Account No.: <u>145-2401-524-64-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
	City Manager: 	Amount previously approved: \$ <u>N/A</u>
		Current request: \$ <u>22,698.00</u>
		Total vendor amount: \$ <u>22,698.00</u>



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	28997-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
12/9/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/4/2021

REQUESTING AGENCY	MIAMI SPRINGS, CITY OF		
CONTACT PERSON	ZUZELL MURGUIDO	EMAIL	MurguidoZ@miamisprings-fl.gov
PHONE	305-805-5054	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	F1C 100A	MSRP	\$28,940.00
2021 FORD F-150 REGULAR CAB 2WD XL 6.5' BED 122" WB			
CUSTOMER ID		NJPA PRICE	\$20,723.00

BED LENGTH

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	\$0.00
99B 44G	Engine: 3.3L V6 PFDI, Transmission: Electronic 10-Speed Automatic	\$0.00
85A	XL Power Equipment Group (Requires valid FIN code.) -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm.	\$965.00
153	FRONT LICENSE PLATE BRACKET	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
ATB-18-LP	HD Aluminum tool box with low-profile single lid and 18" depth.		\$470.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.		\$540.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00

CONTRACT OPTIONS \$1,010.00

TRADE IN		TOTAL COST	\$22,698.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$22,698.00

Estimated Annual payments for 60 months paid in advance: \$5,083.42
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **SCOTT WILSON** FLEET SALES MANAGER scott.wilson@alanjay.com
"I Want to be Your Fleet Provider"
 I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Sourcewell 
Formerly NJPA

Awarded Contract



2020 Model Year Florida Price Schedule

CONTRACT # 120716-NAF

ALAN JAY
FLEET SALES



5330 US HWY 27 SOUTH, SEBRING FL 33870

863-402-4234

CHRIS.WILSON@ALANJAY.COM

SCOTT.WILSON@ALANJAY.COM

CHRISTY.SELF@ALANJAY.COM



**NOTICE OF AWARD TO 72 HOUR LLC, DBA NATIONAL AUTO FLEET GROUP
Request for Proposal #120716
VEHICLES, CARS, VANS, SUV'S, AND LIGHT TRUCKS WITH
RELATED EQUIPMENT, ACCESSORIES AND SERVICES**

January 16, 2017

72 Hour LLC, dba National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Dear Mr. Cooper:

Congratulations! You have been awarded an NJPA national contract for procurement of "Vehicles, Cars, Vans, SUV's, and Light Trucks with Related Equipment, Accessories and Services." Your proposal was accepted, deemed responsive, evaluated, and recommended for award by NJPA's Evaluation Committee as a solution to meet our members' needs. NJPA's Chief Procurement Officer and the Executive Director have approved a contract award to 72 Hour LLC, dba National Auto Fleet Group, and this award will be effective on the date stated in the Acceptance and Award document.

This award means that you are now an "NJPA Awarded Contract Vendor" and are part of a select group of world-class vendors. We have attached the NJPA Acceptance and Award. Please check to make sure that your organization's authorized representative has signed this document and has provided a fully executed copy to NJPA.

Mike Domin is your NJPA Contract Administrator and will be contacting you soon to discuss plans to make this contract a success for you and our members. Here is Mike's contact information.

Office Phone: 218-895-4148
Cell Phone: 218-838-4545
Email: mike.domin@njpacoop.org

Sincerely,

Jonathan Yahn
Contracts and Compliance Manager

cc: Mike Domin

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: 72 Hoot LLC, DBA National Aero Fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
N/A		None taken	

Proposer's Signature: [Signature] Date: 12-5-16

NJPA's clarification on exceptions listed above:



FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOCH LLC, DBA

Company Name: NATIONAL AUTO FLEET GROUP Date: 12-5-16

Company Address: 490 AUTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: FLEET MANAGER

Authorized Signature:  JESSE COOPER
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

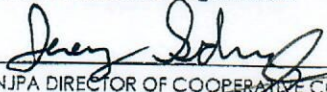
NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017


NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Coquet
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOOT LLC, DBA NATIONAL AUTO FLEET GROUP

Address: 490 AUTO CENTER DRIVE

City/State/Zip: WATSONVILLE, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCOOPER@NATIONALAUTOFLEETGROUP.COM

Authorized Signature: *Jesse Cooper*

Authorized Name (printed): JESSE COOPER

Title: FLEET MANAGER

Date: 12-2-16

Notarized

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: *SK*





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: National Auto Fleet Group

Questionnaire completed by: Jesse Cooper

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at www.nationalautofleetgroup.com, builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet or the use of our website, is where the member calls our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails it to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
- Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely needs to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, thus there is no travel time for technicians. Warranty repairs are all performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

- 6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage." or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items
- 2) Total amount in any 12-month period will not exceed \$4,500,000.00 in Administration Fees
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature: _____

Date: _____

12-6-16

Mr. Chris Wilson
Alan Jay Automotive Network
441 US Hwy. 27 North
Sebring, FL 33871

Authorization # 7300 Renewed

Recitals: National Auto Fleet Group, a wholly owned subsidiary of Chevrolet of Watsonville was the successful bidder on the National Joint Powers Alliance bid number 120716 "VEHICLES, CARS, VANS, SUV'S AND LIGHT TRUCKS WITH RELATED ACCESSORIES".

The subsequent contract resulting from bid number 120716 does not expire until January 17, 2021. In an effort to provide passenger cars, light duty medium duty and heavy duty trucks with accessories, National Auto Fleet Group elected to create Alan Jay Automotive Management, Inc. an APPROVED ASSOCIATE DEALER.


Your proposal offering is hereby accepted and is awarded for Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac, Alan Jay Ford Lincoln Mercury, Inc. d/b/a Alan Jay Ford Lincoln, Alan Jay Import Center Inc. d/b/a Alan Jay Toyota, Alan Jay Enterprises of Wauchula, Inc., d/b/a Alan Jay Chrysler Dodge Jeep of Wauchula d/b/a Alan Jay Chevrolet of Wauchula, Alan Jay Ford of Wauchula, Inc., Alan Jay Chrysler Jeep, Inc. d/b/a Alan Jay Kia, Tropical Chevrolet, Inc. As an ASSOCIATE DEALER, you are now bound to terms and conditions of the ASSOCIATE DEALER AGREEMENT.

National Auto Fleet Group has selected Alan Jay Automotive Management, Inc. to conduct business within the states of Florida, Alabama, Georgia, North Carolina, and South Carolina to sell service and deliver Passenger Cars, Light, Medium & Heavy Duty Trucks under our national contract 120716, to any city or county, political sub-division.

VALID FROM 1-17 2016 THROU GH 1/17/2021

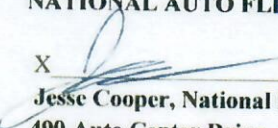
ALAN JAY AUTOMOTIVE NETWORK

X


Chris Wilson, Fleet Sales Manager
441 US Hwy. 27 North
Sebring, FL 33870

NATIONAL AUTO FLEET GROUP

X


Jesse Cooper, National Manager
490 Auto Center Drive
Watsonville, CA 95076



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

National Auto Fleet Group contract #120716-NAF pricing utilizes a percentage off MSRP/List. National Auto Fleet Group offers pricing discounts ranging from 25.86% down to 1% across 15 manufacturers depending on the model. All vehicles can come with or without up-fitting from our national supplier or your local up fitter. Inquire within.

Pricing can be obtained using two methods:

1. Online ordering process using www.NationalAutoFleetGroup.com. Once the Sourcwell member registers on the NAFG website, they then can build the desired vehicle to their specifications. The member then builds the vehicle and obtains an online quote for that specific vehicle.
**Sourcwell pricing is built right into the NAFG site.*
2. The Sourcwell member can also reach out to National Auto Fleet Group directly (1-855-289-6572) to have an associate help guide your agency with the appropriate vehicle's to fit your need.

Jesse Cooper

National Auto Fleet Group





ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box

MSRP: \$28,940.00

Interior: Black Medium Dark Slate, Vinyl 40/20/40 Front Seat

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 3.3L V6 PFDI

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F1C	[Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box	\$28,940.00
OPTIONS		
100A	Equipment Group 100A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
64C	Wheels: 17" Silver Steel	\$0.00
85A	XL Power Equipment Group	\$970.00
99B	Engine: 3.3L V6 PFDI	\$0.00
AS	Black Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
X19	3.55 Axle Ratio	\$0.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 12727. Data Updated: Jan 3, 2021 11:51:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (✔ Complete)

YZ	Oxford White	\$0.00
---	Tires: 245/70R17 BSW A/S	\$0.00
SUBTOTAL		\$29,910.00
Adjustments Total		\$0.00
Destination Charge		\$1,695.00
TOTAL PRICE		\$31,605.00

FUEL ECONOMY

Est City:20 MPG
 Est Highway:24 MPG
 Est Highway Cruising Range:552.00 mi

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 12727. Data Updated: Jan 3, 2021 11:51:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)

3.55 Axle Ratio (STD)

Transmission w/SelectShift Sequential Shift Control

Rear-Wheel Drive

70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection

200 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

1985# Maximum Payload

GVWR: 6,100 lbs Payload Package

Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Steering

23 Gal. Fuel Tank

Single Stainless Steel Exhaust

Double Wishbone Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Silver Steel (STD)

Tires: 245/70R17 BSW A/S (STD)

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12727. Data Updated: Jan 3, 2021 11:51:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (✔ Complete)

Exterior

- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Manual Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Manual Tailgate/Rear Door Lock
- Ford Co-Pilot360 - Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Auto High Beam

Entertainment

- Radio w/Seek-Scan, Speed Compensated Volume Control, Radio Data System and SYNC 4 External Memory Control
- Radio: AM/FM Stereo w/4 Speakers -inc: auxiliary audio input jack
- Fixed Antenna

Interior

- Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer
- FordPass Connect 4G Mobile Hotspot Internet Access
- Front Cupholder
- Compass
- Manual Air Conditioning

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 12727. Data Updated: Jan 3, 2021 11:51:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (✔ Complete)

Interior

- Locking Glove Box
- Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- Full Overhead Console w/Storage and 1 12V DC Power Outlet
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
- Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins
- Manual 1st Row Windows
- Outside Temp Gauge
- Analog Display
- Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
- Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
- Rear View Camera
- Manual Adjustable Front Head Restraints
- Front Center Armrest
- Securilock Anti-Theft Ignition (pats) Engine Immobilizer
- 1 12V DC Power Outlet

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 12727. Data Updated: Jan 3, 2021 11:51:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (Complete)

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Safety Canopy System Curtain 1st Row Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12727. Data Updated: Jan 3, 2021 11:51:00 PM PST.

Letter of Agreement To Extend the Contract

Between

72 Hour LLC, dba National Auto Fleet Group
490 Auto Center Dr.
Watsonville, CA 95076-3726

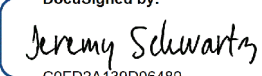
And

Sourcewell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #120716-NAF) for the procurement of Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories and Services. This Agreement has an expiration date of January 17, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on January 17, 2022. All other terms and conditions of the Agreement remain in force.

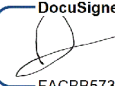
Sourcewell

DocuSigned by:
By:  _____, Its: **Director of Operations & Procurement/CPO**
C0FD2A139D06489...

Name printed or typed: Jeremy Schwartz

Date 6/17/2020 | 1:32 PM CDT

72 Hour LLC, dba National Auto Fleet Group

DocuSigned by:
By:  _____, Its: Fleet Manager
FACBB5730C1E467...

Name printed or typed: Jesse Cooper

Date 7/8/2020 | 4:22 PM CDT

From equipment number. : 627
To equipment number. . : 627
Reference number . . . :
All transactions . . . : No
P/I Parts. : Yes
P/I Fuel : No
Fleet Parts. : Yes
Fleet Fuel : No
Labor. : Yes
Commercial : Yes
Miscellaneous. : Yes
Equipment status . . . : *All
Sorted sequence. . . . : Equipment number

Program: FM108L
CITY OF MIAMI SPRINGS

Equip Reference No.	Description	Dpt Sub	Account	Current Mileage			
Part No.	Description/Vendor	Post Date	Quantity	Unit Cost	Extended Cost	Cost Chg.	Trn. Type
627	CODE ENF 2009 TOYOTA PRIUS GAS/ELEC HYBRID		524 000	BUILDING & ZONING DEPT			1
	COMPUTER ALIGNMENT V-627 TIRES MAX CORP	COMMERCIAL	12/23/20		59.00		CL
	REPAIR ON V-627 J/O:35606HEADQUARTER TOYOTA	COMMERCIAL	6/11/18		438.17		CL
	DECAL VEHICLE MAKES FREQU SIGN PALACE	COMMERCIAL	10/25/17		18.00		CL
	V-627 STOP RUNNING NEED TKAUFFS TRANSPORTATION SY	COMMERCIAL	10/11/17		184.81		CL
	WINDOWS TINTING V-627 J/OELITE PRO WINDOW TINTERS	COMMERCIAL	4/24/17		50.00		CL
	REPAIR FRONT END DAMAGE V3 POINTS PAINT & BODY WOR	COMMERCIAL	1/05/16		1,558.14		CL
	BATTERY V-627 J/O 39243 NAPA AUTO PARTS	COMMERCIAL	12/11/20		159.49		CP
	WINDSHIELD WIPER V-627 J/ADVANCE AUTO PARTS	COMMERCIAL	7/09/20		9.37		CP
	OIL FILTER V-627 J/O 3779TPH HOLDINGS, LLC	COMMERCIAL	12/12/19		2.83		CP
	AIR FILTER V-627 J/O 3779TPH HOLDINGS, LLC	COMMERCIAL	12/12/19		10.45		CP
	CABIN FILTER V-627 J/O 37TPH HOLDINGS, LLC	COMMERCIAL	12/12/19		6.56		CP
	ANTIFREEZE FOR A/C V-627 NAPA AUTO PARTS	COMMERCIAL	9/28/18		6.99		CP
	A/C COOLANT PUMP V-627 J/ADVANCE AUTO PARTS	COMMERCIAL	7/03/18		123.24		CP
	FLOOR MATS V-627 J/O:3406ADVANCE AUTO PARTS	COMMERCIAL	3/31/17		27.59		CP
	AIR FILTER V-627 J/O:3374ADVANCE AUTO PARTS	COMMERCIAL	1/18/17		7.56		CP
	CABIN AIR FILTER V-627 J/ADVANCE AUTO PARTS	COMMERCIAL	1/18/17		15.63		CP
	REAR WIPER BLADE 16" V-627CARQUEST AUTO PARTS	COMMERCIAL	4/14/15		7.69		CP
	AIR FILTER V-627 J/O:3127CARQUEST AUTO PARTS	COMMERCIAL	4/14/15		7.39		CP
	FLEX WIPER 26" V-627 J/O:CARQUEST AUTO PARTS	COMMERCIAL	4/14/15		13.29		CP
	FLEX WIPER BLADE 18" V-627CARQUEST AUTO PARTS	COMMERCIAL	4/14/15		10.49		CP
	CABIN FILTER V-627 J/O:30AUTO ZONE	COMMERCIAL	9/30/14		14.38		CP
	V-RIBBED BELT V-627 J/O:3AUTO ZONE	COMMERCIAL	9/30/14		12.99		CP
	COOLANT TEMP SWITCH V-627AUTO ZONE	COMMERCIAL	9/30/14		49.99		CP
	COOLANT TEMP SWITCH V-627AUTO ZONE	COMMERCIAL	9/30/14		49.99		CP
	18" WIPER BLADE V-627 J/OAUTO ZONE	COMMERCIAL	6/16/14		11.62		CP
	26" WIPER BLADE V-627 J/OAUTO ZONE	COMMERCIAL	6/16/14		17.66		CP
	16" WIPER BLADE V-627 J/OAUTO ZONE	COMMERCIAL	6/16/14		8.99		CP
	AIR FILTER V-627 J/O:2913AUTO ZONE	COMMERCIAL	8/14/13		15.03		CP
	WIPER BLADE 18" VEH 527 JAUTO ZONE	COMMERCIAL	3/23/12		17.99		CP
	WIPER BLADE 26" VEH 527 JAUTO ZONE	COMMERCIAL	3/23/12		22.99		CP
	WIPER BLADE 16" VEH 527 JAUTO ZONE	COMMERCIAL	3/23/12		9.99		CP
	REAR WIPER BLADE 16" VEH6AUTO ZONE	COMMERCIAL	5/17/11		7.99		CP
	LABOR		11/30/20	1.00	46.78		L
	LABOR		11/28/20	1.00	46.78		L
	LABOR		7/16/20	.25	11.69		L
	LABOR		7/16/20	.25	11.69		L
	LABOR		7/16/20	1.00	46.78		L
	LABOR		7/16/20	1.00	46.78		L
	LABOR		7/16/20	1.00	46.78		L
	LABOR		12/16/19	2.50	116.95		L
	LABOR		12/11/19	4.00	187.12		L
	LABOR		6/21/18	3.50	163.73		L
	LABOR		6/21/18	2.50	116.95		L
	LABOR		5/21/18	.50	23.39		L
	LABOR		4/26/18	1.00	46.78		L
	LABOR		3/14/18	3.00	140.34		L
	LABOR		2/21/18	1.00	46.78		L
	LABOR		12/26/17	1.50	70.17		L

Equip Reference						Current	
No.	Number	Description	Dpt	Sub	Account	Mileage	
Part No.	Description/Vendor	Post Date	Quantity	Unit Cost	Extended Cost	Cost Chg.	Trn. Type
627	CODE ENF	2009 TOYOTA PRIUS GAS/ELEC HYBRID			524 000 BUILDING & ZONING DEPT		0
		LABOR	11/16/17	8.00	374.24	L	
		LABOR	10/27/17	1.00	46.78	L	
		LABOR	9/24/17	1.50	70.17	L	
		LABOR	6/23/17	1.00	46.78	L	
		LABOR	4/23/17	3.00	140.34	L	
		LABOR	3/31/17	2.00	93.56	L	
		LABOR	3/31/17	.50	23.39	L	
		LABOR	1/31/17	4.00	187.12	L	
		LABOR	9/06/16	1.00	46.78	L	
		LABOR	8/31/16	1.00	46.78	L	
		LABOR	7/31/16	4.00	187.12	L	
		LABOR	7/31/16	.50	23.39	L	
		LABOR	7/29/16	1.50	70.17	L	
		LABOR	3/31/16	4.00	187.12	L	
		LABOR	3/31/16	.50	23.39	L	
		LABOR	3/23/16	1.50	70.17	L	
		LABOR	3/23/16	2.00	93.56	L	
		LABOR	1/31/16	3.50	163.73	L	
		LABOR	1/31/16	.50	23.39	L	
		LABOR	1/31/16	.50	23.39	L	
		LABOR	10/08/15	2.50	116.95	L	
		LABOR	10/08/15	.50	23.39	L	
		LABOR	4/14/15	2.50	116.95	L	
		LABOR	9/23/14	.50	23.39	L	
		LABOR	9/23/14	.50	23.39	L	
		LABOR	9/19/14	3.00	140.34	L	
		LABOR	9/19/14	1.00	46.78	L	
		LABOR	9/19/14	1.50	70.17	L	
		LABOR	9/17/14	2.00	93.56	L	
		LABOR	9/17/14	2.50	116.95	L	
		LABOR	9/10/14	3.00	140.34	L	
		LABOR	8/15/14	1.00	46.78	L	
		LABOR	8/15/14	1.00	46.78	L	
		LABOR	8/15/14	.50	23.39	L	
		LABOR	5/21/14	1.00	46.78	L	
		LABOR	5/21/14	2.00	93.56	L	
		LABOR	5/21/14	1.50	70.17	L	
		LABOR	7/29/13	1.00	46.78	L	
		LABOR	7/29/13	1.50	70.17	L	
		LABOR	1/30/13	1.50	70.17	L	
		LABOR	1/30/13	1.00	46.78	L	
		LABOR	1/30/13	1.00	46.78	L	
		LABOR	8/17/12	.50	23.39	L	
		LABOR	8/17/12	2.50	116.95	L	
		LABOR	2/29/12	.50	23.39	L	
		LABOR	2/17/12	4.00	187.12	L	
		LABOR	10/05/11	1.00	46.78	L	
		LABOR	8/26/11	2.85	121.98	L	

Program: FM108L
CITY OF MIAMI SPRINGS

Equip Reference No.	Description	Dpt Sub	Account	Current Mileage			
Part No.	Description/Vendor	Post Date	Quantity	Unit Cost	Extended Cost	Cost Chg.	Trn. Type
627	CODE ENF 2009 TOYOTA PRIUS GAS/ELEC HYBRID		524 000	BUILDING & ZONING DEPT		0	
	LABOR	4/26/11	2.38		101.86	L	
	LABOR	3/31/11	.62		26.53	L	
	LABOR	12/22/10	.50		8.85	L	
	LABOR	12/06/10	1.00		42.80	L	
	LABOR	10/12/10	2.07		88.59	L	
05505700007	LIGHTS &ACCESS,FLSH,WRNG	P/I PARTS 12/16/19	1.00	.0337	.03	P	
06000900037	BATTERIES - BATTERY MT-5PRIUS	P/I PARTS 5/10/18	1.00	154.4960	154.49	P	
TERMINAL AND GROUND WIRE	HEADQUARTER TOYOTA	FLT PARTS 5/10/18	1.00	48.8100	48.81	P	EX
TAX CREDIT	HEADQUARTER TOYOTA	FLT PARTS 11/16/17	1.00	16.1000-	16.10-	P	EX
SECOND TAX CHARGE	HEADQUARTER TOYOTA	FLT PARTS 11/16/17	1.00	8.0500	8.05	P	EX
TAX CREDIT	HEADQUARTER TOYOTA	FLT PARTS 11/16/17	1.00	8.0500-	8.05-	P	EX
SERVICE FORRADIO DAMAGE	HEADQUARTER TOYOTA	FLT PARTS 11/16/17	1.00	123.0000	123.00	P	EX
SERVICE JOB	HEADQUARTER TOYOTA	FLT PARTS 10/27/17	1.00	123.0500	123.05	P	EX
06004400068	FILTERS, OIL - OIL FILTESTP S496	P/I PARTS 1/04/17	1.00	3.4953	3.49	P	
06004400073	FILTERS, OIL - FILTER OISTP S103	P/I PARTS 1/04/17	1.00-	3.0700	3.07-	P	
06009700024	WIPER BLADES,MOTOR,REFILL FLEX BLA	P/I PARTS 1/04/17	1.00	14.9900	14.99	P	
06009700023	WIPER BLADES,MOTOR,REFILL FLEX BLA	P/I PARTS 1/04/17	1.00	8.4600	8.46	P	
06009700014	WIPER BLADES,MOTOR,REFILL COMPLETE	P/I PARTS 1/04/17	1.00	3.8382	3.83	P	
06004400073	FILTERS, OIL - FILTER OISTP S103	P/I PARTS 1/04/17	1.00	3.0700	3.07	P	
28701200014	BATTERIES/ELECTRONIC EQPT	P/I PARTS 8/30/16	1.00	3.7900	3.79	P	
06005700001	GLASS,DOOR,WINDSHIELD ETC 1 GAL	P/I PARTS 7/29/16	1.00	2.3800	2.38	P	
06004400068	FILTERS, OIL - OIL FILTESTP S496	P/I PARTS 7/29/16	1.00	3.4953	3.49	P	
06009700024	WIPER BLADES,MOTOR,REFILL FLEX BLA	P/I PARTS 7/29/16	1.00	12.8100	12.81	P	
06009700023	WIPER BLADES,MOTOR,REFILL FLEX BLA	P/I PARTS 7/29/16	1.00	17.3800	17.38	P	
06009700014	WIPER BLADES,MOTOR,REFILL COMPLETE	P/I PARTS 7/29/16	1.00	3.8931	3.89	P	
28701200013	BATTERIES/ELECTRONIC EQPT KEY REMO	P/I PARTS 1/26/16	1.00	4.2700	4.27	P	
06009700023	WIPER BLADES,MOTOR,REFILL FLEX BLA	P/I PARTS 10/06/15	1.00-	16.7400	16.74-	P	
06009700024	WIPER BLADES,MOTOR,REFILL FLEX BLA	P/I PARTS 10/06/15	1.00-	.0000		P	
06004400073	FILTERS, OIL - FILTER OISTP S103	P/I PARTS 10/06/15	1.00	.0000		P	
06009700023	WIPER BLADES,MOTOR,REFILL FLEX BLA	P/I PARTS 10/06/15	1.00	16.7400	16.74	P	
06009700024	WIPER BLADES,MOTOR,REFILL FLEX BLA	P/I PARTS 10/06/15	1.00	.0000		P	
06004400073	FILTERS, OIL - FILTER OISTP S103	P/I PARTS 10/06/15	1.00-	.0000		P	
06009700014	WIPER BLADES,MOTOR,REFILL COMPLETE	P/I PARTS 4/07/15	2.00-	4.1825	8.36-	P	
06004400068	FILTERS, OIL - OIL FILTESTP S496	P/I PARTS 4/07/15	1.00	3.4953	3.49	P	
06009700014	WIPER BLADES,MOTOR,REFILL COMPLETE	P/I PARTS 4/07/15	2.00	4.1825	8.36	P	
BATTERY TERMINAL	LINPER DISCOUNT AUTO PART	FLT PARTS 9/18/14	1.00	4.0000	4.00	P	EX
CAR BATTERY	LINPER DISCOUNT AUTO PART	FLT PARTS 9/18/14	1.00	119.0000	119.00	P	EX
COMPUTER RESET	TOYOTA OF SOUTH FLA.	FLT PARTS 9/17/14	1.00	80.0000	80.00	P	EX
LONG LIFE COOLANT	TOYOTA OF SOUTH MIA.	FLT PARTS 9/11/14	2.00	44.8200	44.82	P	EX
THERMOSTAT GASKET	TOYOTA OF SOUTH MIA.	FLT PARTS 9/11/14	1.00	6.2200	6.22	P	EX
THERMOSTAT	TOYOTA OF SOUTH MIA.	FLT PARTS 9/11/14	1.00	22.6500	22.65	P	EX
VALVE ASSY, WATER	TOYOTA OF SOUTH MIA.	FLT PARTS 9/11/14	1.00	189.9900	189.99	P	EX
DIAGNOSTIC	HEADQUARTER TOYOTA	FLT PARTS 8/29/14	1.00	98.9000	98.90	P	EX
06004400068	FILTERS, OIL - OIL FILTESTP S496	P/I PARTS 5/16/14	1.00	3.4953	3.49	P	
06004400068	FILTERS, OIL - OIL FILTESTP S496	P/I PARTS 7/25/13	1.00	3.4953	3.49	P	
060042	AIR FILTER V-627 J/O:28462-1	P/I PARTS 2/13/13	1.00	14.7100	14.71	P	
06005700001	GLASS,DOOR,WINDSHIELD ETC 1 GAL	P/I PARTS 1/25/13	1.00	1.9900	1.99	P	
06004400068	FILTERS, OIL - OIL FILTESTP S496	P/I PARTS 1/25/13	1.00	3.4953	3.49	P	

Program: FM108L
CITY OF MIAMI SPRINGS

Equip Reference No.	Description	Dpt Sub	Account	Current Mileage			
Part No.	Description/Vendor	Post Date	Quantity	Unit Cost	Extended Cost	Cost Chg.	Trn. Type
627	CODE ENF 2009 TOYOTA PRIUS GAS/ELEC HYBRID		524 000	BUILDING & ZONING DEPT			0
06005700001	GLASS,DOOR,WINDSHIELD ETC 1 GAL	P/I PARTS 8/16/12	1.00	1.9900	1.99	P	
06004400068	FILTERS, OIL - OIL FILTESTP S496	P/I PARTS 8/16/12	1.00	3.4953	3.49	P	
06005700001	GLASS,DOOR,WINDSHIELD ETC 1 GAL	P/I PARTS 2/16/12	1.00	1.9900	1.99	P	
06004400068	FILTERS, OIL - OIL FILTESTP S496	P/I PARTS 2/16/12	1.00	3.4953	3.49	P	
06004400067	FILTERS, OIL -	P/I PARTS 8/25/11	1.00	2.6300	2.63	P	
060097	26" WIPER BLADE VEH627 JO#26073-1	P/I PARTS 5/09/11	1.00	18.3900	18.39	P	
060097	18" WIPER BLADE VEH627 JO#26073-1	P/I PARTS 5/09/11	1.00	14.3900	14.39	P	
06009700014	WIPER BLADES,MOTOR,REFILL COMPLETE	P/I PARTS 4/22/11	1.00-	4.6226	4.62-	P	
06009700014	WIPER BLADES,MOTOR,REFILL COMPLETE	P/I PARTS 4/21/11	1.00	4.6226	4.62	P	
06004400067	FILTERS, OIL -	P/I PARTS 4/21/11	1.00	2.6300	2.63	P	
06005700001	GLASS,DOOR,WINDSHIELD ETC 1 GAL	P/I PARTS 4/18/11	1.00	1.5900	1.59	P	
AIR FILTER	AUTO ZONE	FLT PARTS 10/08/10	1.00	12.4700	12.47	P	EX
CABIN AIR FILTER	AUTO ZONE	FLT PARTS 10/08/10	1.00	13.1900	13.19	P	EX
06005700001	GLASS,DOOR,WINDSHIELD ETC 1 GAL	P/I PARTS 10/26/10	1.00	1.5900	1.59	P	
06004400067	FILTERS, OIL -	P/I PARTS 10/08/10	1.00	2.6300	2.63	P	
40502400001	GREASE,LUB TYPE - GREASEMULIT PU	P/I PARTS 3/23/10	.25	1.8543	.46	P	
06004400067	FILTERS, OIL -	P/I PARTS 3/05/10	1.00	2.6300	2.63	P	
06004400067	FILTERS, OIL -	P/I PARTS 8/07/09	1.00	2.6300	2.63	P	
06003600019	ELECTRICAL ACCESSORIES -	P/I PARTS 7/14/09	1.00	112.7485	112.74	P	
06003600019	ELECTRICAL ACCESSORIES -	P/I PARTS 5/28/09	1.00	112.7485	112.74	P	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 11/19/20	2.00	65.7960	131.59	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 8/03/20	2.00	63.0600	126.12	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 12/11/19	1.00	67.6192	67.61	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 12/16/19	1.00	67.6192	67.61	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 12/16/19	1.00-	67.6192	67.61-	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 3/09/18	1.00	67.6192	67.61	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 8/31/16	1.00	70.5060	70.50	T	
86302500080	TIRES, NEW, ALL TYPES -	P/I PARTS 8/30/16	1.00	91.3400	91.34	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 8/30/16	1.00-	70.5060	70.50-	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 8/30/16	1.00	70.5060	70.50	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 3/28/16	4.00	70.0900	280.36	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 9/19/14	1.00	.0000		T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 9/19/14	1.00-	.0000		T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 9/30/14	1.00	70.0900	70.09	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 5/15/14	2.00	63.3800	126.76	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 1/25/13	3.00	54.3175	162.95	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 2/16/12	3.00	50.9500	152.85	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 4/21/11	2.00	50.9500	101.90	T	
86302500079	TIRES, NEW, ALL TYPES - INTEGRITY	P/I PARTS 12/03/10	1.00	50.9500	50.95	T	
863025	TIRE P185/65R15 INTEGRITY V627 JO#	P/I PARTS 3/16/10	2.00	50.9500	101.90	T	

Equipment total:

11,298.27

Report total:

11,298.27



AGENDA MEMORANDUM

Meeting Date: January 11, 2021

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

Via: William Alonso, City Manager

From: Bill Collins, HR Director/Risk Manager

Subject: Ordinance to amend Code of Ordinances, Section 34-15 - Holidays and Compensatory Leave

Recommendation:

Staff recommends that the Council approve the proposed ordinance that amends the Code of Ordinances Section 34-15 - Holidays and Compensatory Leave to update the policy on employee birthday holiday usage. The intent is to modify the existing birthday holiday policy to provide for more efficient administration consistent with other employers while maintaining the benefit for all City full-time employees.

Discussion/Analysis:

The City currently offers a birthday holiday benefit that can "either be taken on the employee's birthday, or on another day within a 12-month period added as one additional day of vacation at the discretion of the department head for the convenience of the City." The City's payroll system maintains a birthday holiday accrual field separate from a vacation accrual field. The City has traditionally informed employees that they should use their birthday holiday before their next birthday, and the City has not customarily converted the birthday to vacation leave.

A survey of Miami-Dade County municipalities that provide employees with a birthday holiday benefit shows that all such cities require their employees to use the benefit within a specified time frame not to exceed one year. Also, none of those municipalities allow the birthday holiday to be converted to vacation leave. The results of the survey are attached.

The proposed amendment authorizes the birthday holiday benefit for use by employees for one full year, provides that the birthday holiday is forfeited if unused prior to the employee's next birthday, provides a practice that is consistent with other employers, codifies existing City procedures, and creates a policy that allows for the efficient administration of the benefit.

Fiscal Impact:

There is no fiscal impact anticipated from this change. If there is any impact, it would be a reduction of City liabilities by preventing additional unfunded vacation leave.

Submission Date and Time: 1/6/2021 1:48 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<p>Department: <u>Human Resources</u></p> <p>Prepared by: <u>Bill Collins</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes No</p>	<p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p>Dept./ Desc.: _____</p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request of use: \$ _____</p> <p>Total vendor amount: \$ _____</p>

**Survey of Local Governments in Miami-Dade County
January 2021**

MUNICIPALITY	BIRTHDAY HOLIDAY?	TIME FRAME FOR USE?	CONVERT TO VACATION?	NOTES
Doral	YES	Six Months	NO	
Miami Beach	YES	Calendar Year	NO	
Miami-Dade County	YES	Six Months	NO	
North Miami	YES	Birthday Month	NO	
North Miami Beach	YES	Calendar Year	NO	
South Miami	YES	One Year	NO	
Sweetwater	YES	Actual Birthday	NO	Employees must take their birthday on the actual birth date. If it falls on a weekend, employees can take either the adjacent Friday or Monday off.
Homestead	Police CBA Only	One Year	NO	
Aventura	NO	N/A	N/A	
Key Biscayne	NO	N/A	N/A	Four personal days per calendar year, one of which is meant to be for employee birthday.
North Bay Village	NO	N/A	N/A	No Birthday. Three personal days that expire at the end of each calendar year. Cannot be converted.
Surfside	NO	N/A	N/A	Surfside eliminated its birthday holiday and changed it to a personal day. We offer our employees three personal days (24 hours) annually, which they use or lose if not taken by December 31st.

- 40 (a) New Year's Day.
- 41 (b) Martin Luther King Jr. Birthday.
- 42 (c) Memorial Day.
- 43 (d) Independence Day.
- 44 (e) Labor Day.
- 45 (f) Veteran's Day.
- 46 (g) Thanksgiving Day.
- 47 (h) Day after Thanksgiving.
- 48 (i) Christmas Day.
- 49 (j) Employee's birthday. To either be taken on the employee's birthday, or
50 ~~added as one additional day of vacation on another day within the~~
51 subsequent 12-month period at the discretion of the department head for the
52 convenience of the City. The birthday holiday shall be forfeited if it is unused
53 prior to the employee's next birthday. The foregoing shall not apply to
54 bargaining unit employees.
- 55 (k) Floating holidays. The accrual, vesting, and use of floating holidays shall be
56 in accordance with the following provisions:
- 57 1. Employees on the City employment rolls as of December 31st of each
58 year shall accrue and be credited with three floating holidays on January
59 1st of each succeeding year in which they remain employed by the City.
- 60 2. Employees hired on or after January 1st of each year shall accrue and
61 be credited with floating holidays in accordance with the following:
- 62 ■ Employees hired between January and March of any year shall accrue and be
63 credited with three floating holidays which will not vest nor be used until the employee
64 has completed three months of employment with the City.
- 65 ■ Employees hired between April and June of any year shall accrue and be credited
66 with two floating holidays which will not vest nor be used until the employee has
67 completed three months of employment with the City.
- 68 ■ Employees hired between July and September of any year shall accrue and be
69 credited with one floating holiday which will not be used until the employee has
70 completed three months of employment with the City.
- 71 ■ Employees hired between October and December of any year shall not be credited
72 with any floating holidays.
- 73 3. All floating holidays must be used during the calendar year in which they
74 were accrued and credited or they will be lost and forfeited.
- 75 (2) When a holiday falls on Saturday, it will be observed the preceding Friday; and
76 when the holiday falls on Sunday, it will be observed on the following Monday.

77 (B) *Compensatory leave.*

78 (1) An authorized holiday occurring during an earned and authorized leave with pay
79 shall be credited to an employee's leave accumulation.

80 **Section 3. Conflicts.** All Sections or parts of Sections of the Code of
81 Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of
82 Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

83 **Section 4. Severability.** That the provisions of this Ordinance are declared to
84 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
85 any reason be held to be invalid or unconstitutional, such decision shall not affect the
86 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
87 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
88 notwithstanding the invalidity of any part.

89 **Section 5. Codification.** That it is the intention of the City Council and it is
90 hereby ordained that the provisions of this Ordinance shall become and be made a part
91 of the City Code, that the sections of this Ordinance may be renumbered or relettered to
92 accomplish such intentions, and that the word Ordinance shall be changed to Section or
93 other appropriate word.

94 **Section 6. Effective Date.** That this Ordinance shall become effective
95 immediately upon adoption on second reading.

96 **PASSED ON FIRST READING** on the __ day of _____, 2020, on a
97 motion made by _____ and seconded by _____.

98 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____
99 _____, 2021, on a motion made by _____ and seconded by _____. Upon
100 being put to a roll call vote, the vote was as follows:

101		
102	Vice Mayor Xavier Garcia	_____
103	Councilman Bob Best	_____
104	Councilman Walter Fajet	_____
105	Councilwoman Maria Puente Mitchell	_____
106	Mayor Billy Bain	_____
107		
108		
109		
110		

111 _____
BILLY BAIN, MAYOR

112 ATTEST:

113
114
115 _____
116 ERIKA GONZALEZ-SANTAMARIA, MMC
117 CITY CLERK

118

119 APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

120

121

122

123 WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.

124 CITY ATTORNEY