



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

**Mayor Maria Puente Mitchell**

**Vice Mayor Walter Fajet, Ph. D.  
Councilwoman Jacky Bravo**

**Councilman Bob Best  
Councilman Victor Vazquez, Ph. D.**

*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, August 8, 2022 – 7:00 p.m.**

**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida  
(In-person and virtually. See pages 3-4 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilwoman Jacky Bravo  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
  - A) Recognizing Miami Springs Little League Baseball Team for winning the District and Sectional Titles
  - B) Recognizing the City Hall Lobby Artist of the Month for August 2022, Juan Andres Caruncho
- 5. Open Forum:** 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) June 27, 2022 – Regular Meeting
  - B) July 20, 2022 – Special Meeting
- 7. Reports from Boards & Commissions:** None.

**8. Public Hearings:**

A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 150-070.1, “Miami Springs Gateway Overlay District” Within Article VII, “Business District” Of Chapter 150, “Zoning Code,” Of The City’s Code Of Ordinances To Revise The Creative Excellence Standards And Available Maximum Floor Area Ratio, To Clarify The Parking Review Process And Fee Applicability, And To Provide Additional Clarifications On The Overall District Project Review Process; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date *(This item will be deferred to August 22, 2022 Council Meeting)*

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

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Computer Electric, Inc. In An Amount Not To Exceed \$24,990.00 For The Installation Of Two Scoreboards At Prince Field; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Phase 3 Of The South Royal Poinciana Boulevard Stormwater And Roadway Improvements Project Consisting Of Bidding, Construction Management, And Related Support Services In An Amount Not To Exceed \$44,600; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Supply Services For Gasoline And Diesel Fuel For The City’s Departmental Vehicles From Pro Energy LLC In An Amount Not To Exceed \$110,000 Utilizing The Terms And Conditions Of Miami-Dade County Rtq-00676 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Twelve L-Tron 4910lr Microphone Style Driver’s License Reader Kits With Magnetic Mounting Kits From L-Tron Corporation For The City’s Police Department In An Amount Not To Exceed \$4,495.08 Utilizing The City’s Law Enforcement Trust Funds (LETF); Providing For Authorization; And Providing For An Effective Date

E) **Recommendation** – Recommendation by Information Technology that Council authorize the City Manager to renew an agreement with Tyler Technologies for Executime employee time keeping software and expend budgeted funds in an amount not to exceed \$13,923.93, for FY21/22 and an amount not to exceed budgeted funds for future fiscal years.

F) **Recommendation** – Recommendation by Public Works that Council approves an increase to the existing open blanket purchase order #220065 to Thermal Concepts, in the amount of \$14,000.00, approved under the authority of the City Manager, William Alonso, as an emergency procurement purchase, for maintenance and repairs for various air conditioning units – City-wide

**10. Old Business: None.**

**11. New Business: None.**

**12. Other Business:**

A) Discussion on appointing a resident to the General Employee Pension Board Seat; Vacancy created by Ms. Elaine Pons

B) Request by Mayor Mitchell for discussion on parking and parking fees

C) Update on City's Annexation Process

**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, August 8, 2022 at 7:00 p.m. at**  
**City Hall, Council Chambers, 201 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. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

### 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/UC2at9KNnqUxZRSw1UkhdHLQ/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](mailto: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](mailto: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:** 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](mailto:cityclerk@miamisprings-fl.gov)

**Call:** 305-805-5006

**Mail:** 201 Westward Drive, Miami Springs, FL 33166

Signed and numbered by the Artist.

As a young boy, Juan Andres Caruncho dreamed of someday working as an artist and illustrator. He spent countless hours a day in the hopes of one day being able to realize that dream.

As a young adult, Juan Andres received a degree in Graphic Design and planned on attending Pratt Institute, a prestigious university well known for programs in illustration and fine arts. However, instead of taking that road, he chose to pursue a career in Architecture attending the University of Miami, School of Architecture and graduating with a Bachelor's degree in Architecture. During his time there, Juan was nominated and won several awards for excellence in design. In 1993, Juan started his own firm and was honored with multiple design awards having his work published domestically as well as internationally. Juan Andres also received the prestigious Charles Barrett Award naming him an industry leader in design.

After retiring from architecture, Juan Andres has turned his attention back to his first love of being an illustrator and is now a re-energized artist pursuing the dreams he had as a child.

News

FINALIST in the Strokes of Genius 13 competition, winning artwork will be published in a special edition magazine, The Best of Drawing, from the editors of Artists Magazine.





## **City of Miami Springs, Florida**

City Council Meeting

Regular Meeting Minutes

Monday, June 27, 2022 7:00 p.m.

City Hall Council Chambers, 201 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 7:02 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Walter Fajet, Ph.D.

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

City Attorney Eduardo Martos (via Zoom)

City Attorney Jose Arango (via Zoom)

Police Chief Armando Guzman

Planning Director Chris Heid

2. **Invocation:** Offered by Councilman Bob Best

**Pledge of Allegiance:** The audience participated in leading the pledge.

3. **Agenda / Order of Business**

4. **Awards & Presentations:**

A) Presentation by Eastern Flight 401 Organization on the memorial fundraising

**Mayor Mitchell welcomed Ms. Beverly Raposa who spoke on behalf of the Eastern Flight 401 Survivors. She stated that she and the organization of survivors and supporters are absolutely thrilled about the proposed memorial installation celebrating the 50<sup>th</sup> Anniversary of Eastern Flight 401. She stated that they embarked on this journey a few years ago and are finally seeing the fruits of their hard work. She thanked the Council and City Administration for their continued support and hopes to see them at the unveiling in December.**

5. **Open Forum:** The following members of the public addressed the City



**Council: Honorable Judge Lody Jean; Honorable Councilman Jorge Fors 1415 Algeria Avenue; Nestor Suarez; Honorable Judge Ariel Rodriguez; Rafael Martinez, 95 Deer Run.**

**6. Approval of Council Minutes:**

A) June 13, 2022 – Regular Meeting

**Councilman Best moved to approve the minutes of the June 13, 2022 Regular Meeting. Vice Mayor Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez and Mayor Mitchell 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) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Toro Golf Course Maintenance Equipment And Irrigation Parts From Tesco South Incorporated D/B/A Hector Turf In An Amount Not To Exceed \$35,000; Providing For Authorization; And Providing For An Effective Date

**Councilman Best moved to approve the Consent Agenda. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez and Mayor Mitchell voting Yes.**

**10. Old Business:**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing A Payment-In-Lieu-Of-Parking-Fee Pursuant To Section 150.070.1, “Miami Springs Overlay Gateway District,” Of The City’s Code Of Ordinances; Providing For Implementation; And Providing For An Effective Date

**Assistant City Manager Tammy Romero read the Resolution by title and the Staff Memo for the record.**

**Councilwoman Bravo offered the following amendment:**

***To modify the tiers to reflect only two tiers; amending spaces needed between 1 - 20 parking spaces at \$30,000 per space; for parking spaces needed of 21 and over at \$40,000 per space***

**Councilman Best moved to approve the Resolution as amended. Councilwoman Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as**

follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez and Mayor Mitchell voting Yes.

**11. New Business:**

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 150-070.1, “Miami Springs Gateway Overlay District” Within Article VII, “Business District” Of Chapter 150, “Zoning Code,” Of The City’s Code Of Ordinances To Revise The Creative Excellence Standards And Available Maximum Floor Area Ratio, To Clarify The Parking Review Process And Fee Applicability, And To Provide Additional Clarifications On The Overall District Project Review Process; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

**Assistant City Manager Tammy Romero read the Ordinance on first reading.**

**After discussion by the City Council and clarification by the City Attorney, the City Attorney compiled the following revisions for consideration:**

- ***Specificity of “Subject to approval by City/City Council...” within the table or as a Whereas clause as a coverall***
- ***150-070.1. (C)(6) Design Standards – including verbiage of “at least three”***
- ***150-070.1. (C)(6A)(a) Art in Public Places – deleting “murals” “frescoes” “paintings” requiring the appraisals for the value of the proposed art***
- ***150-070.1. (D) Green Building Certification option added to the elements table***
- ***150-070 (D) Parking Requirement – Added that the City Planner utilizing a parking study chosen by the City and reimbursement to the City paid by the applicant; adding parking space abutting or adjacent to property; when parking fee is to be paid;***
- ***150-070 (F) Site Plan Review – Reimburse City costs incurred by the use of technical/legal expertise to be paid by the applicant***
- ***150-070 (D) Parking Requirement – removing provision of 3) bicycle parking; 4) distance of bus/trolley stops; or to reconsider the weight on the decision process on those items***

**Councilman Best moved to approve the Ordinance on first reading as amended. Vice Mayor Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez and Mayor Mitchell voting Yes.**

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving A Special Magistrate Services Agreement With Hillah Sara Mendez, P.A.; Providing For Authorization; And Providing For An Effective Date

**Assistant City Manager Tammy Romero read the Resolution by title. City Attorney Haydee Sera opened the item to the City Council and also introduced Ms. Hillah Sara Mendez, who attended via Zoom.**

After some discussion, Vice Mayor Fajet moved to approve the agreement with Ms. Hillah Sara Mendez to serve as Special Magistrate. There was no second on the motion and the motion failed.

There was further discussion on the item, Councilwoman Bravo made a motion to allow for more application submittals from other special magistrates and/or explore the RFQ/RFP process and go through a selection process to appoint a special magistrate. The motion failed due to lack of a second.

After extensive discussion, Vice Mayor Fajet moved to approve the Resolution as read. Councilwoman Bravo seconded the motion, which carried 3-2 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilwoman Bravo, and Mayor Mitchell voting Yes; Councilman Best and Councilman Vazquez voting No.

C) Discussion of Miami Association of Realtors' grant for the placement of City Sign

Assistant City Manager Tammy Romero read the Staff Memo for the record. City Manager William Alonso was available to answer the City Council's questions. The City Manager recommended the Northside of the Golf median area with the stacked sign.

After some discussion, the City Council stated that they will get back to the City Manager with their choice on the stacked or non-stacked signed and the location of the sign at the Curtiss Parkways Median across from the Golf Course Driving Range.

## 12. Other Business:

A) Follow up discussion on Charter Section 3.06(7) relating to partial terms of office

City Attorney Haydee Sera provided a follow-up on a previous discussion item presented by Vice Mayor Walter Fajet. She explained that her office did a survey on other City Charter's and have provided two models on amending the section of the Charter in question. Model No. 1 provided that the appointment/elected of the position due to the vacancy would not count as a term. Model No. 2 offers that appointment/elected would not count as a term if office is held less than half of a term.

It was general consensus of the City Council to direct the City Attorney and City Clerk to move forward with Model No. 2, for the April 2023 Election process. This item will come forward in the fall for further consideration.

*Councilman Best made a motion to extend the meeting to 11:15 p.m. Vice Mayor Fajet seconded the motion and the motion carried on 5-0 voice vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman*

***Vazquez and Mayor Mitchell voting Yes.***

B) Update on Miami Dade County's Rapid Transit Zone (RTZ) Ordinance

**Mayor Mitchell updated the City Council on the recent activities of the proposed ordinance. She stated that the ordinance was presented to the County Commission for first reading on July 7th. She emphasized that the ordinance is completely different from the original version presented over a year ago. Mayor Mitchell stated that the City still has several concerns regarding the Abraham Tract and some other components of the ordinance as it applies to Miami Springs. She said that our City Manager and City Attorneys have been discussing these concerns at the County level and we will be submitting the City's written position on the RTZ ordinance to the County.**

C) Update on Four-City Annexation Agreement Application

**Mayor Mitchell reminded the City Council that the County Commission will be considering the Four-City Annexation application on July 7<sup>th</sup> for first reading. She stated that the expected action at this meeting will be to direct the County Attorney to draft an interlocal agreement between the City and County. She also stated that she met with several members of the County Commission, answering any questions or concerns. She stated that she hopes to see a successful outcome at the meeting.**

D) Discussion on Millage Cap Setting meeting scheduled July 20<sup>th</sup> and two August Budget workshops scheduled for August 15<sup>th</sup> and 29<sup>th</sup>

**City Manager William Alonso reminded the City Council and the public that the Special Millage Setting meeting is set for Wednesday, July 20<sup>th</sup> at 5:01 p.m. this year. He also stated that the Budget Workshops are set for August 15<sup>th</sup> and 29<sup>th</sup>.**

**13. Reports & Recommendations:**

A) City Attorney

**City Attorney Haydee Sera had no report at this time.**

B) City Manager

**City Manager William Alonso thanked everyone for their well wishes, he stated that he is feeling a lot better; had no further report at this time.**

C) City Council

**Vice Mayor Fajet had no report at this time.**

**Councilman Vazquez had no report at this time.**

**Councilman Best had no report at this time.**

**Councilwoman Bravo had no report at this time.**

**Mayor Mitchell stated that she would get with the City Attorney for an additional change to the parking fees resolution for the City Council to consider.**

#### **14. Adjourn**

There being no further business to be discussed the meeting was adjourned at 11:05 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 8th day of August, 2022.*

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*Maria Puente Mitchell, 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.



**City of Miami Springs, Florida**

Special Council Meeting Minutes

Wednesday, July 20, 2022 5:01 p.m.

City Hall Council Chambers, 201 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 5:02 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Walter Fajet, Ph.D.

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

2. **Invocation:** Offered by Vice Mayor Walter Fajet
3. **Pledge of Allegiance/Salute to the Flag:** The audience participated
4. **Public Comment:** The following members of the public addressed the City Council: **No speakers at this time.**
5. **New Business:**

**A) Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Declaring, As Required By Section 200.065, Florida Statutes, The City's Proposed Millage Rate, Rolled-Back Rate Computed Pursuant To Section 200.065(1), Florida Statutes, And The Date, Time And Place At Which The First And Second Public Budget Hearings Will Be Held To Consider The Proposed Millage Rate And The Tentative Budget For Fiscal Year 2022-2023; Directing The City Clerk And City Manager To File This Resolution With The Miami-Dade County Property Appraiser; Authorizing The City Manager To Change Budget Hearing Dates, If Needed; And Providing For An Effective Date

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

**After some brief discussion, Councilman Best moved to approve the Resolution with the millage cap at 6.9900 mills. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.**

**B) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Expressing The City's Intent To Provide Property Tax Relief By Reducing Its Millage Upon Approval Of The City's Annexation Application Which Is Pending Before The Miami-Dade County Board Of County Commissioners; Providing For Transmittal; And Providing For An Effective Date**

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

**Councilman Best moved to approve the Resolution as read. Vice Mayor Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.**

#### **4. Adjourn**

There being no further business to be discussed the meeting was adjourned at 5:25 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 8th day of August, 2022.*

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*Maria Puente Mitchell, 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.





75 Block 66; Lots 28—30, Block 66; Lot 27, Block 66; Tract C, Block 66; and Lots 21—  
76 22, Block 66. For reference, the area is identified below.



77  
78 (C) *Design Standards.* The City desires for new and existing buildings within the Gateway  
79 District to become more aesthetically pleasing, have architectural elements that  
80 highlight the City's history, facilitate pedestrian activity and walkability, and assist in  
81 traffic calming. As opposed to a mandate, the City desires to accomplish these  
82 objectives through incentives in development standards that will encourage property  
83 owners to improve their respective properties in a manner that results in cohesive  
84 building design and features throughout the Gateway District. The standards are as  
85 follows:

- 86 1. *Building height limitations.* In keeping with the applicable requirement of the  
87 CBD, the maximum building height shall be no more than 40 feet and no more  
88 than three stories. Rooftops may be activated provided that no vertical  
89 construction exceeds the height restrictions stated herein.
- 90 2. *Setbacks.* The setbacks in the CBD shall remain in effect for the Gateway  
91 District, except as follows:
  - 92 a. All buildings shall be built to the front property line, but the first floor shall be  
93 recessed ten feet, so as to facilitate expanded sidewalks or arcade for  
94 increased pedestrian activity; and
  - 95 b. No rear yard setback is required.
- 96 3. *Uses.* The uses in the CBD shall remain in effect for the Gateway District, except  
97 that hotels shall be prohibited in the Gateway District. Additionally, first floor uses  
98 along road rights-of-way shall be limited to restaurant and/or retail. The ground  
99 floor shall contain occupiable, air-conditioned space for permitted commercial  
100 uses with a minimum depth of 40 feet from the building façade for those portions  
101 of the building along road rights-of-way, except such features as, without  
102 limitation, driveways, utility infrastructure, colonnades and outside dining areas.  
103 Direct access to such uses and full storefront windows are encouraged. Upper  
104 floors may be commercial, office, residential, or a mix of residential, office, and  
105 commercial. The mixed-use ratio found in § 150.070 of the Code shall not apply  
106 to the Gateway District.
- 107 4. *Architectural design.* It is required that all new site development, structures,  
108 buildings, remodelings and renovations show proper architectural design

109 concepts and be appropriate to their surroundings. All new construction and  
 110 remodeling and renovation of existing buildings and structures within the  
 111 Gateway District shall:

- 112 a. Exhibit elements of the Pueblo/Mission Revival architectural design  
 113 standard. Examples of these styles will be available through the Office of  
 114 the City Planner;
- 115 b. Be designed in such a manner as to create, improve, or connect pedestrian  
 116 amenities in the subject property and surrounding area, giving specific  
 117 consideration to such things as, without limitation, linkages  
 118 in/between/among circulation patterns, relationships to architectural and  
 119 urban design features, relationships to public and private spaces, and  
 120 accessibility, usability and coordination with adjacent properties;
- 121 c. To the extent possible, install awnings or eyebrows for portions of the  
 122 project that abut City sidewalks;
- 123 d. Be installed underground all on-site utilities. Large transformers shall be  
 124 placed on the ground within pad amounts, enclosures or vaults;
- 125 e. Provide adequate landscaping to screen all aboveground facilities.
- 126 f. All satellite dishes, antennas, and or other telecommunications equipment  
 127 must be appropriately screened such that it is not visible from the street.
- 128 g. Limit any residential elements to upper floors. Residential dwelling units in  
 129 the upper floors shall be have an average square foot requirement of no  
 130 less than 900 square feet, with an individual unit minimum requirement of  
 131 no less than 800 square feet. Efficiencies, studio, and loft apartments are  
 132 prohibited.

133 5. *Floor Area Limitations.* All buildings within the Gateway District shall be limited  
 134 to a floor area ratio (F.A.R.) of 1.0, in keeping with the limitation of the CBD,  
 135 except that properties may be developed/redeveloped up to an F.A.R. of 1.7  
 136 through the satisfaction of the creative excellence standards established in this  
 137 section.

138 6. *Creative Excellence Standards.* For a property to take advantage of a project  
 139 F.A.R. in excess of 1.0 as referenced in subsection 3 5 herein, a development  
 140 or redevelopment project must incorporate a combination of elements from at  
 141 least three of the Creative Excellence categories provided below, which shall be  
 142 demonstrated by the property owner at the time of initial site plan review.  
 143 Notwithstanding the cumulative value of the Creative Excellence elements, no  
 144 project may exceed an F.A.R. of 1.7. No single element may be counted towards  
 145 the satisfaction of more than one standard. The schedule of Creative Excellence  
 146 elements for projects in the Gateway District are as follows:

Category	Creative Excellence Element	Amount of F.A.R. (up to specified amount)

		depending on degree of compliance)
A. Site Planning and Design	<p>a. Art in public places—Durable creations that can be original works of art designed specifically for the site including, but not be limited to, sculptures, murals, monuments, frescoes, fountains, paintings, stained glass, or ceramics and may include architectural designs, components or structures. The "art work" medium can include, but not be limited to, glass, steel, bronze, wood, stone and concrete. For purposes of the art program, "art work" does not include the following: (1) directional elements, such as signage or graphics; (2) objects that are mass-produced in a standard design; or (3) landscape gardening, unless substantially comprising durable elements defined as "art work" under this section. The art shall be placed in an exterior area on the property subject to the development or on public property within the Gateway District, which is easily accessible or clearly visible to the general public from adjacent public property such as a street or other public thoroughfare or sidewalk. At a minimum, the art work shall cost one percent of total construction cost as indicated on the Building Permit or \$25,000.00 whichever is greater. <u>An appraisal or other evidence of the value of the proposed art, including acquisition and installation costs, shall be submitted at the time of initial site plan review.</u> The design and placement of the art is subject to approval by the City during site plan review. This element may be satisfied with a decorative water features—Considering movement, sound, reflection, recreation, cooling effect, architectural effect, coordination with plaza or other special place, public-private transition, visual impact, and relation to overall project design. In the alternative, a property may elect to pay the City an amount equal to the value of the art that meets this element in lieu of art on the property, which the City shall use for public art and beautification improvements.</p>	0.2
	<p>b. Community Entry Feature—A thematic architectural or landscape design elements that incorporates a special landmark feature or public art to identify the community, representative of the</p>	0.20

	City character. The Feature shall be subject to approval by the City.	
	c. Directional Signage—A thematic, permanent sign incorporated into a right-of-way feature that orients pedestrians and drivers to facilities and other points of interest. The design of the signage will be subject to approval by the City.	0.20
B. Improvements: Rights-of-Way and On-Site Public Spaces	a. Alley improvements—Resurfacing and lighting in accordance with the specifications as established by the City Engineer. Includes the placement of all utility lines, transformers and related equipment underground and/or in vaults.	0.2
	b. Right-of-Way improvements—Improvements to crosswalks, sidewalks, canal banks, curbing, landscaping islands and other.	0.2
	c. Installation of trolley stops/bus shelter on the subject property or neighboring property.	0.15
C. Site Improvements	a. Lighting—Installation of decorative lighting (any combination building, landscape and site lighting).	0.1
	b. Landscape maturity—This bonus applies to landscaping that is a minimum 50% bigger than minimum standards for onsite plantings.	0.2
	c. Street trees, grates and irrigation—Landscaping on the public right-of-way shall occur for the entire street frontage of the property and shade trees shall be planted no further apart than 30 feet on center. Palms shall not be counted towards this elements. This bonus applies to landscaping that is a minimum 50% bigger than minimum standards for onsite plantings.	0.1
D. <u>Green Buildings</u>	<u>Green Building Certification. LEED (New Construction or Major Renovation) Silver or greater, or certification by the Florida Green Building Council</u>	0.5
	<u>(a) The applicant must successfully register the project with the Green Building Certification Institute or the Florida Green Building Coalition, or other third party certifying agency as approved by the City Planner, and provide evidence of such registration</u>	
	<u>(b) Applicant shall have a minimum of one LEED accredited professional, or other similarly accredited professional, on the design team. Applicant shall provide a copy of the LEED accreditation certificate or similar certification and</u>	

	<u>describe the role of the LEED accredited professional on the design team</u>	
	<u>(c) The applicant must provide a copy of the pertinent credit checklist indicating which credits the applicant intends to achieve along with a written narrative and detailed drawings and plans illustrating the applicant's intent to meet the prerequisites as described in the applicable LEED Rating System or FGBC Designation for the specific building type</u>	
	<u>(d) Prior to the issuance of the first principal building permit the applicant shall post a performance bond equal to five percent of the total cost of the construction in order to secure performance and fulfillment of the applicant. In lieu of the bond required by this Section, the City may accept an irrevocable letter of credit from a financial institution authorized to do business in Florida or provide evidence of cash deposited in an escrow account in a financial institution in the State of Florida in the name of the applicant and the City. The letter of credit or escrow shall be in the same amount of the bond if it were posted. If the project fails to meet the criteria required for certification by the Green Building Certification Institute or other nationally recognized certifying agency within one year after receiving the City's certificate of occupancy, the applicant shall either request an extension or forfeit 100 percent of the bond. The applicant, for good cause shown, may request an extension of time of up to one additional year to achieve certification. Such extension may be granted at the sole discretion of the City Council after having considered the factors and improvements necessary to achieve the requisite certification. If certification is not achieved within two years after receiving the City's certificate of occupancy, the applicant shall forfeit 100 percent of the bond to the City</u>	

147 (D) *Parking Requirements.* The CBD parking requirements as provided in §  
148 150.070(E)(1—3) shall apply to the Gateway District, including, without limitation, the  
149 grandfathering of provided parking, if any, for existing buildings and current uses.  
150 Additionally, because of the uniqueness of the buildings, configuration of parcels,  
151 and road network in the Gateway District, the minimum parking space requirements  
152 and design for new construction or alterations to existing structures that expand



153 occupiable space, shall be determined on a case-by-case basis. The City Planner  
154 shall have the authority to establish parking requirements for alterations and new  
155 construction by counting a combination on-site and on-street parking and other  
156 elements identified below. In establishing the required parking, the City Planner shall  
157 utilize a parking study prepared by a licensed and qualified individual to be paid for  
158 by the applicant. For any on-street parking space(s) counted towards the satisfaction  
159 of a property's requirement, irrespective of whether such spaces are immediately  
160 abutting or adjacent to the subject property, or any spaces otherwise waived as a  
161 result of one of the factors listed below, a fee shall be paid to the City for each such  
162 parking space prior to the issuance of a building permit, in an amount set from time  
163 to time by approved resolution of the City Council. The funds shall be used to fund  
164 parking and wayfinding improvements in the Gateway District and the CBD. In  
165 determining the parking requirements for non-grandfathered properties, the following  
166 shall be considered:

- 167 1. Availability of on-site parking;
- 168 2. Availability of on-street parking;
- 169 3. Provision of bicycle parking;
- 170 4. Distance to, or inclusion of, bus and trolley stops;
- 171 5. Internal capture of peak traffic trips as a result of mix of uses;
- 172 6. Distance to public parking; and
- 173 7. Walking accessibility of the site.

174 All on-site parking shall be appropriately landscape to provide visual relief and, to the  
175 extent possible, shade.

176 (E) *Project Review Process.* The following formal approval process for the City shall  
177 apply to all new construction and redevelopment projects within the Gateway District.

- 178 1. Optional informational and pre-application meeting with City Staff.
- 179 2. Mandatory application preliminary review meeting with City Staff.
- 180 3. Applications for variances, if any, shall be submitted to the City Board of  
181 Adjustment for review and consideration in accordance with the procedures set  
182 forth in Code §§ 150-110 through 150-113.
- 183 4. The City Zoning and Planning Board will have the responsibility to review all site  
184 and development plans and to make recommendations for modification,  
185 approval or denial to the City Council in accordance with Code §§ 150-101 and  
186 150-102.
- 187 5. The decisions and recommendations of the City Board of Adjustment and Zoning  
188 and Planning Board will be reviewed for final approval by the City Council in  
189 accordance with the procedures set forth in Code § 150-113.
- 190 6. The City Council shall authorize the preparation and issuance of a Development  
191 Order for each project application that has completed the Development Review  
192 Process.

193 (F) *Site Plan Review.* Any development within the Gateway District shall be required to  
194 have the site and development plans approved as provided herein before a building  
195 permit is issued to insure that development is in accord with the intent of this district.  
196 Applications for site and development plan approval shall be submitted to the  
197 Planning Office according to the provisions of the Zoning Code and the additional  
198 requirements and procedures specified herein.

199 1. The application for site and development plan approval shall include but shall  
200 not be limited to:

201 a. Plans, maps, studies and data which may be necessary to determine  
202 whether the particular proposed development meets the intent of the  
203 Gateway District, and the specific requirements and standards contained in  
204 this subsection;

205 b. A survey showing property and ownership lines; existing structures, alleys,  
206 easements and utility lines;

207 c. A traffic study providing such information as, without limitation, a location  
208 map showing the project site in relation to proximate major road systems in  
209 and out the City, the anticipated peak morning and evening trips to be  
210 generated by the proposed project, the current level of service for roadways  
211 and intersections within 500 feet of the project, in and out of the City's  
212 jurisdiction, inclusive of the following roads in the City of Hialeah:  
213 Okeechobee Road, Palm Avenue, Hialeah Drive, and East 1st Avenue;

214 d. General nature of the proposed development, planned uses and activities  
215 and the name of the developer;

216 e. A site plan showing setbacks, height, floor area ratio, orientation and all  
217 existing and proposed site development as required by this ordinance.  
218 Landscaping Design may be incorporated into the site plan or submitted as  
219 a separate plan.

220 f. Dimensioned floor plan(s) and cross sections;

221 g. To the extent sought, an explanation of how the project's design and/or  
222 amenities are meeting the creative excellence standards and the proposed  
223 value attributed to each element;

224 h. Exterior colored elevations of each building facade (including, but not limited  
225 to, renderings, sketches, and/or perspectives). Elevations must be mounted  
226 on 24-inch by 36-inch boards and submitted to the City prior to public  
227 meetings;

228 i. One set of identical uncolored elevations shall be submitted in paper format.  
229 Elevations must include all items affecting the appearance of the building  
230 including, but not limited to, site amenities, street furniture, air-conditioning  
231 grilles, compressors, mechanical equipment, exterior colors and material  
232 designations, exterior lighting, landscaping, and all signs. These drawings  
233 shall be referenced to the color and/or material samples submitted with the  
234 application and on the mounted drawings. Photographs and other similar

- 235 documents which provide sufficient information will suffice for small-scale  
236 projects where applicable;
- 237 j. Detailed drawings for all signs, (with color and text styles, referenced in the  
238 application), except those which cannot be determined because the  
239 occupancy of the space is not known, in which case, only the text shall be  
240 excluded;
- 241 k. A description of exterior material designations and surface treatments (with  
242 attached samples, catalog specs, or colored brochures) including roofs and  
243 ground treatments. Sample materials may be submitted as segments,  
244 catalog cuts, or photographic records attached to the application. Large,  
245 bulky materials whose size or shape will not fit easily with the application  
246 file will not be accepted;
- 247 l. Exterior façade color samples complying with the City of Miami Springs  
248 approved color palette shall be submitted with the application (including that  
249 of signs);
- 250 m. All lighting proposed (i.e. fixture types and locations, materials, lamp design,  
251 illumination colors, etc.) shall be included within a site photometric plan and  
252 fixture schedule;
- 253 n. Other information as may reasonably be required by the City Staff to provide  
254 information needed to process the application;
- 255 o. One, professionally crafted, two-point perspective color rendering of the  
256 project and one rendered landscaped site plan for review by City Staff. This  
257 shall be completed prior to public meetings. Digital images of the plans and  
258 renderings must be submitted in JPG, JPEG, TIF, or TIFF formats, resample  
259 at no greater than an 11-inch by 17-inch paper size, with a resolution of 200  
260 dots per inch (dpi), for use in a Microsoft PowerPoint presentation at the  
261 City Council meeting;
- 262 p. Points of ingress and egress for vehicular and pedestrian traffic, circulation  
263 patterns within the project, including location and design of east/west  
264 roadways, where required;
- 265 q. Location, character, and scale of parking and service facilities, including  
266 area and number of parking spaces, character of structural parking, if any;  
267 location of loading areas and commercial vehicle parking.
- 268 r. Any additional materials and information as may be required by the proper  
269 agencies of the City;
- 270 s. Where a proposed development is planned to be constructed in phases, the  
271 timing of the first phase shall be indicated. The information concerning the  
272 nature of the development, uses, location and floor areas to be developed  
273 shall also be supplied. The same information shall be provided for  
274 succeeding stages. Initiation of succeeding stages shall be made  
275 dependent upon the completion of earlier stages and the supplying of any  
276 information that may be required by the proper City agencies;

- 277 t. When a proposed development contains provisions concerning the  
278 establishment and continuing operation and maintenance of improvements  
279 and facilities for common use by the occupants of the project and the  
280 general public, but which are not provided, operated, or maintained at  
281 general public expense, the owner shall give assurance in a manner  
282 approved by the City Council that such improvements and facilities will be  
283 maintained without future expense to the City, and that the development will  
284 conform to approved site and development plans; and
- 285 u. Such other requirements as may be prescribed by the Code.
- 286 2. Exemptions. The following applications for development, redevelopment, or  
287 building permit will be exempt from the application of this ordinance:
- 288 a. Any building or structure for which final site plan approval has been obtained  
289 prior to the enactment of this section;
- 290 b. A project determined by the City Planner to be of a temporary nature such  
291 that meeting the intent of the ordinance would not be practical.
- 292 c. The City Administrative Staff shall retain the authority to exempt any  
293 proposed development or redevelopment project for this district that is being  
294 proposed for any existing structure or structures from the application of any  
295 or all of the provisions of Code. This exemption shall not be applicable to  
296 development or redevelopment projects in the Gateway District proposed  
297 for vacant or "ground up" construction which retains the continuing  
298 availability of the City variance process for specific relief from the provision  
299 of this code section.
- 300 3. Fees. Each application filed with the City shall be accompanied by the payment  
301 of a fee, as set by the City Council, from time to time, to cover the expenses of  
302 the City, including but not limited to the various costs incurred by the use of the  
303 City's outside technical and legal consultants, in processing and reviewing the  
304 application for development.

305 \* \* \*

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

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

315 **Section 5. Codification.** That it is the intention of the City Council and it is  
316 hereby ordained that the provisions of this Ordinance shall become and be made a part  
317 of the City Code, that the sections of this Ordinance may be renumbered or relettered to

318 accomplish such intentions, and that the word Ordinance shall be changed to Section or  
319 other appropriate word.

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

322 **PASSED ON FIRST READING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, on a  
323 motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

324 **PASSED AND ADOPTED ON SECOND READING** this \_\_\_ day of \_\_\_\_\_, 2022,  
325 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_. Upon being put to a  
326 roll call vote, the vote was as follows:

327	Vice Mayor Dr. Walter Fajet	_____
328	Councilman Bob Best	_____
329	Councilwoman Jacky Bravo	_____
330	Councilman Dr. Victor Vazquez	_____
331	Mayor Maria Puente Mitchell	_____

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\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

337

338 ATTEST:

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

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

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

352

MIAMI-DADE

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

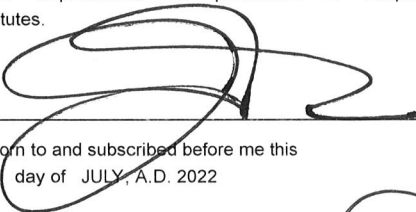
Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/ a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF MIAMI SPRINGS - PUBLIC HEARING - AUG. 8, 2022

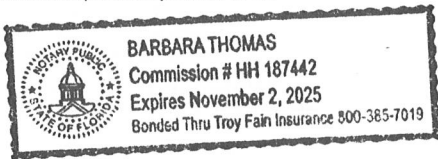

in the XXXX Court,  
was published in said newspaper by print in the issues of  
and/or by publication on the newspaper's website, if  
authorized, on

07/22/2022

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

  
Sworn to and subscribed before me this  
22 day of JULY, A.D. 2022

  
(SEAL)  
MARIA MESA personally known to me

**NOTICE OF PUBLIC HEARING**

The Miami Springs City Council will conduct a public hearing at their regular meeting on **Monday, August 8, 2022 at 7:00 p.m.** in person at City Hall, 201 Westward Drive, Miami Springs, Florida and through virtual teleconferencing by using the Zoom platform by dialing (305) 805-5151/(305) 805-5152 and inputting the Meeting ID: 863-9512-4146, followed by #, no participant ID, press # again; regarding the following proposed ordinance:

**AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING SECTION 150-070.1, "MIAMI SPRINGS GATEWAY OVERLAY DISTRICT" WITHIN ARTICLE VII, "BUSINESS DISTRICT" OF CHAPTER 150, "ZONING CODE," OF THE CITY'S CODE OF ORDINANCES TO REVISE THE CREATIVE EXCELLENCE STANDARDS AND AVAILABLE MAXIMUM FLOOR AREA RATIO, TO CLARIFY THE PARKING REVIEW PROCESS AND FEE APPLICABILITY, AND TO PROVIDE ADDITIONAL CLARIFICATIONS ON THE OVERALL DISTRICT PROJECT REVIEW PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE**

Erika Gonzalez-Santamaria, MMC, City Clerk

Anyone wishing to offer verbal or written comment regarding the proposed ordinances may do so at the public hearing. Copies of the proposed ordinances are posted for public review on the bulletin board located next to the elevator on the first floor at City Hall.

If any person decides to appeal any decision of this Board with respect to any matter considered, s/he will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made (F. S. §286.0105).

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: 305.805.5006, no later than seven days prior to the proceeding.

7/22 22-123/0000609787M



# AGENDA MEMORANDUM

**Meeting Date:** 8/8/2022

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

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

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

**Subject:** Prince Field Score Board Installation.

**RECOMMENDATION:** Recommendation by Recreation that Council approve an expenditure via purchase order to Computer Electric, Inc., the lowest responsive-responsible bidder and authorize the issuance of a purchase order, in the amount not to exceed \$24,990.00, for the installation of two (2) scoreboards (donated by others) at Prince Field for baseball, as funds were budgeted in the FY 21/22 Budget using ARPA funds (approved by Council on December 13, 2021), pursuant to Section §31.11 (E)(1) of the City Code.

**DISCUSSION:** Although Computer Electric is under a current agreement with the City for all Electrical Services, due to the amount of the services and because the project is funded through ARPA funds, on June 8, 2022 the City informally solicited a Request for Quotes (RFQ) via e-mail only and notified (72) potential General Electrical Contractors of the opportunity to submit a quotation. The City received two (2) responses (attached) from the following companies: Computer Electric at \$24,990.00 and Austin Electric at \$46,120.00. Responses were reviewed by Zuzell Murguido, Senior Procurement Officer, and some key points that were considered were Scope of Services Plan, proposer’s qualifications and cost. Computer Electric was found to be the lowest responsive-responsible proposer with the lowest cost of \$24,990.00.

During our budget workshop on Aug. 16, 2021, Fred from the MS Little League presented Council with a list of park improvements totaling \$210,764.00, one being scoreboards for Prince Field. Council agreed to match the cost of these improvements in the amount of \$96,750 using ARPA funds. We currently have two (2) scoreboards at Prince Field that are over 20 years old and have not been operational for at least five seasons. The City and its Youth Sports Organizations are always looking at ways to improve our parks and their playing environment for our participants. Adding two new scoreboards which were purchased by (Leonard Real Estate and National Airport Services), will be a great addition to Prince Field and will definitely enhance the playing atmosphere for the players. Additionally, looking forward, we plan to host Little League Regionals/Sectionals at Prince Field and one of the requirements is having working scoreboards at the park.

**Submission Date and Time:** 7/11/2022 11:29 AM

<p><b><u>Submitted by:</u></b></p> <p>Department: <u>Recreation</u></p> <p>Prepared by: <u>Omar Luna</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b><u>Approved by (sign as applicable):</u></b></p> <p>Dept. Head: <u></u></p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><b><u>Funding:</u></b></p> <p>Dept./ Desc.: <u>Parks and Recreation</u></p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ <u>\$0</u></p> <p>Current request: \$ <u>\$24,990.00</u></p> <p>Total vendor amount: \$ <u>\$24,990.00</u></p>
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**RESOLUTION NO. 2022 –**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO COMPUTER ELECTRIC, INC. IN AN AMOUNT NOT TO EXCEED \$24,990.00 FOR THE INSTALLATION OF TWO SCOREBOARDS AT PRINCE FIELD; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) seeks to install two scoreboards (which were donated to the City) at Prince Field (the “Services”); and

**WHEREAS**, in accordance with Section 31-11(E)(1) of the City’s Code of Ordinances (the “Code”), the City requested three quotes for the Services, anticipating that the good faith estimate total cost would not exceed \$25,000; and

**WHEREAS**, Computer Electric, Inc. provided the City with the lowest Quote for the Services in an amount not to exceed \$24,990.00, which Quote is attached hereto as Exhibit “A” (the “Quote”); and

**WHEREAS**, City Council desires to approve the purchase of the Services and authorize the City Manager to issue a purchase order for the Services consistent with the Quote in an amount not to exceed \$24,990.00; and

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

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

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

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

**Section 3. Authorization.** The City Council hereby authorizes the City Manager to issue a purchase order for the Services from the Contractor consistent with the Quote in an amount not to exceed \$24,990.00.



**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

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

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 8<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

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

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

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

# QUOTES RECEIVED

Computer Electric, Inc.

&

Austin Electric, Inc.

**CE Computer Electric, Inc.**

660 Miller Drive  
Miami Springs, FL 33166

EC #13001721/EC#13001308

Office (305) 889-0018

Fax No. (305) 889-8088

Email: [Admin@ComputerElectricInc.com](mailto:Admin@ComputerElectricInc.com)  
*"Your 24/7 Electrical Contractor"*

Friday, July 1, 2022

City of Miami Springs  
1401 Westward Drive  
Miami Springs, FL 33166

Jobsite: Zuzelle Murguido      Email: [MurquidoZ@miamisprings-fl.gov](mailto:MurquidoZ@miamisprings-fl.gov)

RE: Prince Field Score Board Installation

**Computer Electric, Inc.** will provide materials and labor for installation of two electronic score boards to service North and South baseball fields, including:

- Provide electrical plans for permitting structural plans provided by Ramm’s Engineering.
- Extend electrical circuits to new scoreboard locations.
- Provide trenching, backfill and conduit installation for new circuits.
- Install disconnects and equipment connection assemblies at new scoreboards.
- Install concrete bases for new scoreboard I beam supports.
- Excavation and soil replacement backhoe services provided by City of Miami Springs.
- Fabricate steel reinforcement rod for concrete bases.
- Provide crane service for I beam installation in new concrete bases. (Steel I beams provided by others).
- Install scoreboards provided by others.
- Provide crane service for scoreboard installation.
- Make all power terminations for new scoreboards.
- Remove old scoreboards and cut steel I beams 6” below finished field surface.

**TOTAL COST OF MATERIAL & LABOR \$24,990.00**

**\*Complete project will be performed under Electrical permit with City of Miami Springs provided steel inspection in concrete slab as part of the electrical installation.**

Accepted this \_\_\_\_\_ Day of \_\_\_\_\_, 2022.

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

Please pay by invoice – Due upon receipt, statements will not be rendered. All equipment and materials provided by Computer Electric Inc remains as the property of Computer Electric Inc until full and final payment is received. A service charge of 1-1/2% per month (18% per annum) will be charged on invoices over 60 days. In the event it becomes necessary for Computer Electric, Inc. to engage the services of an attorney to collect any sums due under this invoice, the customer will pay reasonable attorney's fees and all costs in making such collection.

A



# Austen Electric Inc. Proposal No. 62422rt25

State License # 13001529 6200 W 21 court, Hialeah, FL. 33016

City of Miami Springs  
201 Westward Drive  
2<sup>nd</sup> Floor-Procurement  
Miami Springs, FL. 33166

Miami Springs Fl.  
Prince Field

Attn: Zuzell E. Murguido  
Ph: 305-805-5054

Re: Prince Field Score Boards

### Description of work or service:

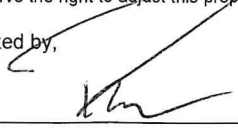
1. Permit cost NOT provided with this proposal. This proposal does NOT include responsibility for electrical design, engineering, drawings, tables, calculations, panel configuration and capacity verifications.
2. Furnished all labor, material, supervision, to install the following except as noted:
  - a. Install (2) score boards and (4) vertical steel I beams.
  - b. Install the new score boards in the same location as the existing score boards that will be removed.
  - c. Furnish and install new wire while using the existing conduit from hand hole at score board location to time keeper station.
  - d. Furnish and install new conduit and wire from hand hole at score board up the steel I beam to the new score board.
  - e. New ground rod and grounding at each score board.
  - f. Demolition of (2) existing score boards.
  - g. Furnish and install concrete for new score boards.
  - h. Furnish and install (2) new weather resistant disconnects and 120 wire terminations.
  - i. Furnish and install hardware to mount score boards.
  - j. Install DIN cable-furnished by Owner.
3. **Not included in this proposal is the following:**
  - a. Dumpster and dumpster fees.
  - b. Furnishing score boards, I beams, DIN cable, controls and score keepers console/device.
  - c. Existing code violations beyond the scope of this proposal.
  - d. Engineering and wind load calculations.
  - e. Furnish or install sponsor panels and protective nets.
  - f. Furnish and install any outlets or switches not included above. (not shown)
  - g. Patching, painting and restoration.
4. \*This price is based on ITB issued by Owner. The ITB and drawings are identified as "Electrical Services for Scoreboards at Prince Field" via email dated 6/20/22 with 0 revisions. Any additional work outside the scope contained on this drawing or any changes to this scope after the first installation shall constitute a change order and additional charges will apply.
5. Austen Electric Inc. shall warranty for (1) one year for all labor and material provided by Austen Electric Inc. This warranty does not extend to any material provided by others. Lamps are not included in this warranty.
6. All work is to be done on regular working hours between 8:00 AM to 4:30 PM excluding holidays and overtime.

<b>Base bid Exhibits A, B &amp; C</b>	<b>\$ 46,120.00</b>
<b>Horizontal beam welding (if required)</b>	<b>\$ 940.00</b>

All additional work performed shall be paid for at the rate of \$\_95.00\_ per regular working hour. Additional materials used in the work shall be paid for at our normal rates.

PAYMENT TERMS: C.O.D\_\_\_ CREDIT\_\_\_ OTHER\_X\_ (SPECIFY BELOW)

All payments shall be due in accordance with the terms described above. Customer agrees to pay all court costs and attorneys fees should legal means be necessary for collection. 30% due upon execution of contract, progress bill due at the time of invoiced. Balance due upon completion of work. Due to thee current commodities market, **BE ADVISE THIS PRICE WILL ONLY BE VALID FOR A PERIOD OF FIVE (5) DAYS.** We reserve the right to adjust this proposal to reflect market values.

Submitted by,  


Accepted by,  
\_\_\_\_\_  
Customer

**Ron Taylor**  
Estimator  
Date: June 24, 2022

**Authorized Signature & Title**

Date: \_\_\_\_\_

*Satisfaction is our promise*

Phone: (305)805-8166 Fax: (305) 805-8190

SECTION 4:

4.0 PRICE PROPOSAL (LUMP SUM)

THIS PRICE PROPOSAL SHALL BE SUBMITTED ELECTRONICALLY VIA EMAIL PER THE SCHEDULE OF EVENTS AS REFERENCED IN SECTION 1 OF THIS REQUEST.

Price for work as described above, including requirements from Exhibit A and B      \$ 46,120 ~  
Price for horizontal beam welded to posts, if required      \$ 940 ~

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: AUSTEN ELECTRIC

Authorized Signature: 

Print or Type Name: Ron Taylor

Title: Estimator

Date: 6/24/2022

**SECTION 5:**

**5.0 EXHIBITS**

- **Exhibit "A" - Varsity Scoreboards Installation Instructions for Model #3385**
- **Exhibit "B" – Ramms Engineering, Inc., Technical Specifications**
- **Exhibit "C" – Map/Legend**



# AGENDA MEMORANDUM

**Meeting Date:** August 8, 2022

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

**Via:** William Alonso, City Manager/ Finance Director

**From:** Tammy Romero, Asst. City Manager

**Subject:** South Royal Poinciana Boulevard Improvements Project (Phase 3) Bidding and Construction Management Support

**RECOMMENDATION:**

Recommendation that Council authorize the issuance of a work order to the City’s engineers, Bermello, Ajamil and Partners, Inc. (B&A), for Phase 3 of the South Royal Poinciana Boulevard (SRP) Improvements, consistent with B&A’s existing agreement with the City and the proposal attached hereto as Exhibit “A”, in an amount not to exceed \$44,600.00 for bidding, construction management and support services. Phase 1 for the SRP Improvements was previously approved by Council on August 9<sup>th</sup>, 2021 in the amount of \$115,136.00 and Phase 2 on January 10<sup>th</sup>, 2022 in the amount of \$175,849.00.

**DISCUSSION:**

On August 9<sup>th</sup>, 2021, the City Council adopted Resolution No. 2021-3927 approving the issuance of a work order to B&A for Phase 1 of the SRP Improvements project, in an amount of \$115,136, consisting of meetings, surveying, stormwater management, and conceptual design to address safety, flooding, traffic operation conditions, including speeding vehicles and cut-through traffic and redevelopment of the SRP corridor for drainage, landscape and beautification alternatives (the “Project Area”).

On January 10<sup>th</sup>, 2022 Phase 2 was approved via Resolution No. 2022-3964 for the 100% design for the redevelopment of the street from East Drive to Lejeune Road to accommodate pedestrians, bicycles, and vehicular activity as well as provide stormwater management, landscape and beautification features along SRP which included field investigation, FDOT coordination, roadway design, drainage improvements, permitting and 100% construction drawings.

Phase 3 requires City Council’s approval for the bidding and construction management and support services from B&A during the bidding process and for construction management after an award is made for the construction contractor after we issue of an Invitation to Bid (ITB) in October or November of this year.

The Project costs will be reimbursed and funded through the \$1 Million State legislative appropriation from FY21-22 approved by Council on August 9<sup>th</sup>, 2021 via Resolution No. 2021-3929 and on January 10<sup>th</sup>, 2022 via Resolution No. 2022-3964.

**FISCAL IMPACT:**

Funding for Phase 3 of the Project will come from the \$1Million dollar state appropriation for this project.

**Submission Date and Time:** 7/8/2022 3:08 PM

<p><b>Submitted by:</b>  <b>Department:</b> <u>Finance</u>  <b>Prepared by:</b> <u>Tammy Romero</u>  <b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <b>Budgeted/ Funded:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>Approved by (sign as applicable):</b>  <b>Dept. Head:</b> _____  <b>Procurement:</b> _____  <b>Asst. City Mgr.:</b> _____  <b>City Manager:</b> _____</p>	<p><b>Funding:</b>  <b>Dept./ Desc.:</b> _____  <b>Account No.:</b> <u>310-4300-519-63-31</u>  <b>Additional Funding:</b> _____  <b>Amount previously approved:</b> \$ <u>290,985.00</u>  <b>Current request:</b> \$ <u>44,600.00</u>  <b>Total vendor amount:</b> \$ <u>335,585.00</u></p>
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**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A WORK ORDER TO BERMELLO, AJAMIL & PARTNERS, INC. FOR PHASE 3 OF THE SOUTH ROYAL POINCIANA BOULEVARD STORMWATER AND ROADWAY IMPROVEMENTS PROJECT CONSISTING OF BIDDING, CONSTRUCTION MANAGEMENT, AND RELATED SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED \$44,600; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 8, 2021, the City of Miami Springs (the “City”) Council adopted Resolution No. 2021-3899 approving an agreement (the “Agreement”) with Bermello Ajamil & Partners, Inc. (the “Consultant”) pursuant to Request for Qualifications No. 01-19/20 for continuing professional services relating to architectural and engineering services; and

**WHEREAS**, in accordance with the terms of the Agreement, the Public Works Department solicited and the Consultant provided a proposal to provide engineering services (the “Services”) for the South Royal Poinciana Boulevard Stormwater and Roadway Improvements Project (the “Project”) and recommended that the Project be divided into three phases; and

**WHEREAS**, on August 9, 2021, the City Council adopted Resolution No. 2021-3927, approving the issuance of a work order for Phase 1 of the Project, which consisted generally of preparing a Project area survey, preparing subsurface utility engineering (SUE), drafting a stormwater management plan, and preparing a conceptual design, in an amount not to exceed \$115,136; and

**WHEREAS**, on January 10, 2022, the City Council adopted Resolution No. 2022-3964, approving the issuance of a work order for Phase 2 of the Project, which consisted of providing final design development and construction documents, regulatory agency coordination, and permitting for the Project, in an amount not to exceed \$175,849; and

**WHEREAS**, the Consultant has submitted a proposal to the City to provide the Services for Phase 3 of the Project, which is attached hereto and incorporated herein as Exhibit “A” (the “Proposal”); and

**WHEREAS**, the Consultant’s Proposal provides that Phase 3 of the Project will



consist primarily of providing bidding, construction management, and related support services during the bidding and construction stages in an amount not to exceed \$44,600; and

**WHEREAS**, the City has budgeted for the Services for Phase 3 of the Project within the 2021-2022 fiscal year budget and Phase 3 of the Project will be reimbursed by the Florida Department of Transportation pursuant to a state-funded legislative appropriation accepted and approved by Council Resolution No. 2021-3929 on August 9, 2021; and

**WHEREAS**, the City Council wishes to authorize the City Manager to issue a work order to the Consultant for Phase 3 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$44,600; and

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

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

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

**Section 2. Approval.** That the City Council hereby authorizes the City Manager to issue a work order to the Consultant for Phase 3 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$44,600.

**Section 3. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 8<sup>th</sup> day of August, 2022.

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MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

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ERIKA GONZALEZ, MMC  
CITY CLERK

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

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



- ARCHITECTURE
- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- INTERIOR DESIGN
- CONSTRUCTION SERVICES

August 3, 2022

**City of Miami Springs  
 South Royal Poinciana Boulevard Improvements  
 Phase 3- Bidding and Construction Management Support**

**A. INTRODUCTION/BACKGROUND**

The City of Miami Springs (City) has requested Bermello Ajamil and Partners (BA) under their existing A/E consulting agreement to prepare a scope of work (SOW) for the development of a conceptual level design including drawings and calculations for the drainage, roadway improvements and beautification of on the East South Royal Poinciana Blvd (SRP). Boulevard between East Drive and west of Le Jeune Road. The conceptual level plan shall be consistent with the Traffic Study as approved by the MD Transportation and Public Works Department under Design Review (DR) permit number 2018007030. Project shall also follow design standards established by the City of Miami Springs and Miami-Dade regulations. BA shall prepare the construction Package for South Royal Poinciana for the redevelopment of this street to accommodate pedestrian, bicycle, and vehicular activity as well as provide stormwater management along this corridor. BA will work with a traffic sub-consultant to coordinate with MD County Traffic Department as needed.

**B. OBJECTIVE**

The main goal of this project is to provide final design documents, permitting, grant and construction management for the redevelopment of the SRP corridor including the supporting documentation for drainage, landscape and beautification alternatives as noted in this SOW.

**C. PROJECT LOCATION**

The project boundaries are delineated by the ROW of South Poinciana Blvd, from East Drive to LeJeune Rd. as noted and approved by FDOT and MD Transit.

**SCOPE OF WORK**

The City has requested Bermello Ajamil and Partners (BA) to provide professional engineering services for the **South Royal Poinciana Roadway Improvements Project** under their current CCNA continuing services agreement with the City. This SOW has been prepared in accordance with City recommendations that were discussed during a meeting, site visit and inspection with City and BA staff on March 26, 2021 and were separated into three phases:

PHASE 1:	Survey, Background Information, Data Analysis and Conceptual Design (completed by 12/15/21)
PHASE 2:	Design Development and Construction Documents, Regulatory Agencies Coordination and Permitting (Completed by July 31, 2022)
PHASE 3:	Bidding and Construction Management Support

**PHASE 3: Bidding and Construction Management Support**

Duties and responsibilities during this phase include attending meetings and grant support, bidding support, review checks and requests for additional information and limited construction inspection and administration support as needed:

## **WORK BREAKDOWN SCHEDULE**

BA proposes to provide the services identified below for the project entitled **South Royal Poinciana Roadway Improvements PHASE 3: Bidding and Construction Management Support** with the City of Miami Springs for the into the following Tasks:

### **Task 3.1 – Meetings and FDOT Coordination**

BA shall schedule and participate in periodic meetings and/or teleconference calls with the City and FDOT staff to discuss project schedule, major milestones and review pertinent available data. BA shall also coordinate with FDOT project management and provide all forms and project updates, as required by the FDOT grant protocol.

#### **Task 3.1- Deliverables;**

BA will attend preconstruction meeting and biweekly meetings including spreadsheets, master files and relevant information like upcoming deadlines and deliverables as required by an efficient and effective operation of the grant program.

### **Task 3.2 Bidding support**

Upon completion of Phase 2, BA will submit the of 100% construction package to be incorporated with standard City “front-end” documents provided by the City. During the bid and award phase the construction contract, BA will provide the following services:

- Attend one pre-bid meeting to address questions from potential bidders.
- Respond in writing to technical questions from qualified bidders and issue bid addenda, if required for clarification.
- Assist the City with the evaluation and tabulation of all contractor bids, reference checks, and contractor selections.
- Review documentation for recommendation of award.

#### **Task 3.2 – Deliverables**

BA will provide draft bid documents to be submitted to the City for review and comment. Once comments are received from the City on the bid document, BA will address comments, format the document, and prepare a final bid/contract document.

### **Task 3.3: Support during construction**

Once a construction submittal is completed and a contractor is selected, BA shall provide limited construction administration services to the CITY during the construction phase. Construction administration services may include, but are not limited to, plan updates and revisions and engineering assistance to CEI consultant, 10 (ten) coordination meetings as well as certification inspection and letter, review of as built.

#### **Task 3.3- Deliverables:**

BA will attend a pre-construction meeting and provide meeting minutes, inspection logs, and punch-lists as identified in the task description

## **PART II – EXCLUSIONS**

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- Renderings or models
- Coordination for utility easements, if needed
- Permitting fees
- Changes to drawings after approval of Design Development Plans

## **PART III – COMPENSATION**

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BA shall provide the services noted above for a lump sum \$44,600 as follows:

**PART IV – DELIVERABLES**

<b>Task</b>	<b>Deliverables</b>
TASK 1 Meetings and FDOT coordination	- Meeting minutes - FDOT reports and forms, as required
TASK 2 Roadway Design	- MD coordination - Design roadway based on existing MD permit
TASK 3: Geotechnical	- Geotechnical report
TASK 4.1: Landscape/Streetscape Design	
60% design	- 60% design drawings, specifications and opinion of probable costs
90% design	- 90% design drawings, specifications and opinion of probable costs
TASK 4.2: Stormwater Management Design	
60% design	- 60% design drawings, specifications and opinion of probable costs
90 % design	- 90% design drawings, specifications and opinion of probable costs
TASK 5: Permitting	- Pre-application meetings - Permit approvals
TASK 6.: 100% Construction submittal package: South Royal Poinciana Improvements	- 100% submittal package

**PART V – PROPOSED TENTATIVE SCHEDULE**

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Task Name	Duration	Start	Finish
NTP	1 day	Mon 1/17/22	Mon 1/17/22
Kick off meeting	1 wk	Tue 1/18/22	Mon 1/24/22
Roadway design	4 wks	Tue 1/25/22	Mon 2/21/22
Landscape design- Preliminary 60%	4 wks	Tue 2/22/22	Mon 3/21/22
Stormwater design-Preliminary 60%	4 wks	Tue 2/22/22	Mon 3/21/22
<b>Review and approval by the City of Miami Springs</b>	<b>2 days</b>	<b>Tue 3/22/22</b>	<b>Wed 3/23/22</b>
Landscape design-90%	2 wks	Thu 3/24/22	Wed 4/6/22
Stormwater design-90%	2 wks	Thu 3/24/22	Wed 4/6/22
<b>Review and approval by FDOT and City of Miami Springs</b>	<b>4 wks</b>	<b>Thu 4/7/22</b>	<b>Wed 5/4/22</b>
Permitting	8 wks	Thu 4/7/22	Wed 6/1/22
Submittal package- 100%	2 wks	Thu 6/2/22	Wed 6/15/22
Review and comments period	2 wks	Thu 6/16/22	Wed 6/29/22
Final construction submittal	2 wks	Thu 6/30/22	Wed 7/13/22
Procurement process	6 wks	Thu 7/14/22	Wed 8/24/22
Construction	36 wks	Thu 8/25/22	Wed 5/3/23
Close-out process	2 wks	Thu 5/4/23	Wed 5/17/23

**RESOLUTION NO. 2021 – 3927**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A WORK ORDER TO BERMELLO, AJAMIL & PARTNERS, INC. FOR PHASE 1 OF THE SOUTH ROYAL POINCIANA BOULEVARD STORMWATER AND ROADWAY IMPROVEMENTS PROJECT CONSISTING OF SURVEYING, STORMWATER MANAGEMENT AND CONCEPTUAL DESIGN IN AN AMOUNT NOT TO EXCEED \$115,136; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 8, 2021, the City of Miami Springs (the “City”) Council adopted Resolution No. 2021-3899 approving an agreement (the “Agreement”) with Bermello Ajamil & Partners, Inc. (the “Consultant”) pursuant to Request for Qualifications No. 01-19/20 for continuing professional services relating to architectural and engineering services; and

**WHEREAS**, in accordance with the terms of the Agreement, the Public Works Department solicited a proposal from the Consultant to provide engineering services (the “Services”) for the South Royal Poinciana Boulevard Stormwater and Roadway Improvements Project (the “Project”); and

**WHEREAS**, the Consultant submitted a proposal to the City for the Services for the Project, which is attached hereto and incorporated herein as Exhibit “A” (the “Proposal”), and recommended that the Project be divided into three phases; and

**WHEREAS**, the Consultant’s Proposal provides that Phase 1 of the Project will consist primarily of preparing a Project area survey, subsurface utility engineering (SUE), draft stormwater management plan, and a conceptual design, in an amount not to exceed \$115,136; and

**WHEREAS**, the City has budgeted for the Services for Phase 1 of the Project within the 2020-2021 fiscal year budget and Phase 1 of the Project will be funded from the City’s Stormwater Enterprise Fund; and

**WHEREAS**, the City Council wishes to authorize the City Manager to issue a work order to the Consultant for Phase 1 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$115,136; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and



welfare of the residents of the City.

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

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

**Section 2. Approval.** That the City Council hereby authorizes the City Manager to issue a work order to the Consultant for Phase 1 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$115,136.

**Section 3. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Bob Best	<u>YES</u>
Councilwoman Jacky Bravo	<u>YES</u>
Councilman Dr. Walter Fajet	<u>YES</u>
Councilman Dr. Victor Vazquez	<u>YES</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 9<sup>th</sup> day of August, 2021.


  
\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

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



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

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

**RESOLUTION NO. 2022 – 3964**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A WORK ORDER TO BERMELLO, AJAMIL & PARTNERS, INC. FOR PHASE 2 OF THE SOUTH ROYAL POINCIANA BOULEVARD STORMWATER AND ROADWAY IMPROVEMENTS PROJECT CONSISTING OF DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS, REGULATORY AGENCIES COORDINATION AND PERMITTING IN AN AMOUNT NOT TO EXCEED \$175,849; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 8, 2021, the City of Miami Springs (the “City”) Council adopted Resolution No. 2021-3899 approving an agreement (the “Agreement”) with Bermello Ajamil & Partners, Inc. (the “Consultant”) pursuant to Request for Qualifications No. 01-19/20 for continuing professional services relating to architectural and engineering services; and

**WHEREAS**, in accordance with the terms of the Agreement, the Public Works Department solicited and the Consultant provided a proposal to provide engineering services (the “Services”) for the South Royal Poinciana Boulevard Stormwater and Roadway Improvements Project (the “Project”) and recommended that the Project be divided into three phases; and

**WHEREAS**, on August 9, 2021, the City Council adopted Resolution No. 2021-3927 approving the issuance of a work order for Phase 1 of the Project, which consisted generally of preparing a Project area survey, preparing subsurface utility engineering (SUE), drafting a stormwater management plan, and preparing a conceptual design, in an amount not to exceed \$115,136; and

**WHEREAS**, the Consultant has submitted a proposal to the City for the Services for Phase 2 of the Project, which is attached hereto and incorporated herein as Exhibit “A” (the “Proposal”); and

**WHEREAS**, the Consultant’s Proposal provides that Phase 2 of the Project will consist primarily of developing a conceptual level design including drawings and calculations for the drainage, roadway improvements and beautification of the East South Royal Poinciana Boulevard (SRP) between East Drive and west of Le Jeune Road, in an amount not to exceed \$175,849; and

**WHEREAS**, the City has budgeted for the Services for Phase 2 of the Project within the 2021-2022 fiscal year budget and Phase 2 of the Project will be reimbursed by the Florida Department of Transportation pursuant to a state-funded legislative appropriation accepted and approved by Council Resolution No. 2021-3929 on August 9, 2021; and

**WHEREAS**, the City Council wishes to authorize the City Manager to issue a work order to the Consultant for Phase 2 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$175,849; and

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

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

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

**Section 2. Approval.** That the City Council hereby authorizes the City Manager to issue a work order to the Consultant for Phase 2 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$175,849.

**Section 3. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Jacky Bravo	<u>YES</u>
Councilman Bob Best	<u>YES</u>
Councilman Dr. Walter Fajet	<u>YES</u>
Councilman Dr. Victor Vazquez	<u>YES</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 10<sup>th</sup> day of January, 2022.

*Maria Puente Mitchell*

MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

*Erika Gonzalez*

ERIKA GONZALEZ, MMC  
CITY CLERK



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

*Haydee Serota*

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



# AGENDA MEMORANDUM

**Meeting Date:** 8/8/2022

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

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

**From:** Lazaro Garaboa, Public Works Director

**Subject:** Blanket Purchase Order Increase – PRO Energy

**RECOMMENDATION:** Recommendation by Public Works that Council approves an increase to the existing open purchase order #220042 to PRO Energy, utilizing Miami Dade County under contract # RTQ-00676 (attached), for the remainder of their contract term, including any extensions through 10/31/2023, in the amount of \$110,000.00 for the purchasing of gasoline and diesel for all city vehicles and equipment, as funds were approved in the FY 21/22 Budget, pursuant to Section §31.11 (E) (5) of the City Code.

**DISCUSSION:** On October 12, 2020 Council initially approved \$180,000.00, via piggyback on Miami-Dade County’s RTQ-00676 for the remainder of their contract term, including any extensions through 10/31/2023. The fund increase currently being requested is due to the unanticipated increase in fuel prices for gasoline and diesel.

Spent in FY: 20/21 \$182,941.68.23  
 Spent in FT: 21/22 to date \$177,037.84

**Submission Date and Time:** 7/21/2022 2:52 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>All divisions that have vehicles.</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: _____	Account No.: <u>001-0000-141.03-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>180,000.00</u>
		Current request: \$ <u>110,000.00</u>
		Total vendor amount: \$ <u>290,000.00</u>

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF SUPPLY SERVICES FOR GASOLINE AND DIESEL FUEL FOR THE CITY'S DEPARTMENTAL VEHICLES FROM PRO ENERGY LLC IN AN AMOUNT NOT TO EXCEED \$110,000 UTILIZING THE TERMS AND CONDITIONS OF MIAMI-DADE COUNTY RTQ-00676 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") is in need of supply services of gasoline and diesel fuel for the City's departmental vehicles (the "Supplies"); and

**WHEREAS**, Miami-Dade County has an agreement with Pro Energy LLC (the "Vendor") for the Supplies pursuant to RTQ-00676 (the "County Contract"); and

**WHEREAS**, Section 31-11(E)(5) of the City's Code of Ordinances (the "Code") provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

**WHEREAS**, in accordance with Section 31-11(E)(5) of the City Code, the City currently has an open purchase order with the Vendor for the Supplies in an amount not to exceed \$180,000 consistent with the terms and conditions of the County Contract; and

**WHEREAS**, due to rising costs of fuel, the City requires an additional \$110,000 in order to receive the Supplies for the remainder of the fiscal year; and

**WHEREAS**, the City Council desires to approve the purchase of the Supplies from the Vendor in an amount not to exceed \$110,000 consistent with the terms and conditions of the County Contract, for a total not to exceed \$290,000 for the Supplies for fiscal year 2021-22; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the purchase of the Supplies from the Vendor consistent with the terms and conditions of the County Contract in an additional amount not to exceed \$110,000 pursuant to Section 31-11(E)(5) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend funds in an amount not to exceed \$110,000 for fiscal year 2021-22 and budgeted funds in future fiscal years.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 8<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

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

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

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





405-09	FUEL OIL, DIESEL
405-15	GASOLINE, AUTOMOTIVE
<b>Department</b>	<b>Department Allocation</b>
HD*****	\$985,000.00

**SECTION #5 – AWARD INFORMATION**

**BCC Award:** N  
**BCC Date:** 07/24/2018  
**DPM Award:** N  
**DPM Date:** 06/12/2018  
**Additional Items Allowed:** Yes  
**Agenda Item No.:** 181408  
**Special Conditions:**

**SECTION #6 – VENDORS AWARDED**

**1. Vendor Name:** MANSFIELD OIL COMPANY OF GAINESVILLE INC  
**DBA:**  
**FEIN:** 581091383  
**Suffix:** 02  
**Street:** 1025 AIRPORT PARKWAYS W  
**City:** GAINESVILLE  
**State:** FL  
**Zip:** 30501  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET  
**Toll Phone:** 800-255-6699

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
DAVID ZARFOSS	678-450-2080	800-255-6699	678-450-2242	MOCBIDS@MANSFIELDOIL.COM

**2. Vendor Name:** INTERNATIONAL FLIGHT CENTER INC  
**DBA:**  
**FEIN:** 592520188  
**Suffix:** 01  
**Street:** 14592 SW 129 STREET  
**City:** MIAMI  
**State:** FL  
**Zip:** 33186  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Assigned Measures**

**Set Aside:**  
**Bid Pref.:**

**Micro Ent. :**  
**Other:**

**Selection Factor:**

**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
WILFREDO VALLE - PRESIDEN	305-238-8122	-	305-238-0464	WILL@IFCFMIAMI.COM

3. **Vendor Name:** SUNSHINE GASOLINE DISTRIBUTORS INC  
**DBA:**  
**FEIN:** 592785839  
**Suffix:** 01  
**Street:** 1650 NW 87TH AVE  
**City:** DORAL  
**State:** FL  
**Zip:** 33172  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
MAXIMO ALVAREZ	305-477-5800	-	305-477-7049	MAX@SUNSHINEGASOLINE.COM

4. **Vendor Name:** SOUTH FLORIDA AVIATION INVESTMENTS INC  
**DBA:** FONTAINEBLEAU AVIATION  
**FEIN:** 650416746  
**Suffix:** 01  
**Street:** 4200 NW 145TH ST  
**City:** OPA LOCKA  
**State:** FL  
**Zip:** 33054  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
BOBBY COURTNEY	305-685-4646	-	305-953-5828	BCOURTNEY@FBAVIATION.COM

5. **Vendor Name:** RELIANCE AVIATION MIAMI LLC  
**DBA:**  
**FEIN:** 650995851

**Suffix:** 01  
**Street:** 14532 SW 129 STREET  
**City:** MIAMI  
**State:** FL  
**Zip:** 33186  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
BRAD NOJAIM	305-233-0310	-	305-234-2938	BRAD@RELIANCE-AVIATION.COM

6. **Vendor Name:** PRO ENERGY LLC  
**DBA:**  
**FEIN:** 651029440  
**Suffix:** 01  
**Street:** 1093 Shotgun Road  
**City:** Sunrise  
**State:** FL  
**Zip:** 33326  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Chas DeFelice	954-4315389	-	954-4508084	chas@proenergy.us

**SECTION #7 – ITEMS AWARDED**

**Details:**

Item #	Description	Qty.	Unit Price
	No Items Awarded		\$

**SECTION #8 – ADDITIONAL NOTES**



**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

**BID NO.:** fb-00399  
**PREVIOUS BID NO.:** 5380-6/14-6  
**TITLE:** PURCHASE OF OEM AND OE PARTS AND SVCS  
**CURRENT CONTRACT PERIOD:** 03/01/2018 **THROUGH** 02/28/2023  
**TOTAL # OF OTRs:** 1  
**CONTRACT AMOUNT:** \$72,285,000.00  
**REQUISITION NO.:**

**SECTION #1 – APPLICABLE ORDINANCES**

**Living Wage:** N **UAP:** Y **IG:** Y  
**Other Applicable Ordinances:** UAP/IG  
 when allowed by funding source

**SECTION #2 – CONTRACT MEASURES**

**Local Preference:** Y **Micro Enterprise:** N **Full Federal Funding:** N **Performance Bond:** N  
**Small Business Enterprise (SBE):** Y **PTP Funds:** N **Partial Federal Funding:** N **Insurance:** Y  
**Miscellaneous:**

**SECTION #3 – CONTRACTING OFFICER**

**Name :** Shantrell Page  
**Phone :** 305-375-4708  
**Fax :** -  
**Email :** Shantrell.Page@miamidade.gov

**SECTION #4 – BPO INFORMATION**

1. ABCW1800253

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
SW*****	\$1,536,000.00
SP*****	\$180,000.00
FR*****	\$8,950,000.00
ID*****	\$46,825,000.00
MT*****	\$2,994,000.00
PD*****	\$90,000.00
PR*****	\$2,600,000.00
WS*****	\$7,200,000.00

2. ABCW1800254

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
AV*****	\$1,860,000.00
FR*****	\$50,000.00

3.	ABCW2100016	
	<b>Commodity ID</b>	<b>Commodity Name</b>
	060	AUTOMOTIVE MAINTENANCE ITEMS AND

**SECTION #5 – AWARD INFORMATION**

**BCC Award:** N  
**BCC Date:** 01/23/2018  
**DPM Award:** N  
**DPM Date:** 10/31/2017  
**Additional Items Allowed:**  
**Agenda Item No.:**  
**Special Conditions:**

**SECTION #6 – VENDORS AWARDED**

**1. Vendor Name:** KASSBOHRER ALL TERRAIN VEHICLES INC  
**DBA:**  
**FEIN:** 010492044  
**Suffix:** 01  
**Street:** 8850 Double Diamond Parkway  
**City:** Reno  
**State:** NV  
**Zip:** 89521  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Evan Huckaby	777-8488258	-	-	evan.huckaby@beach-tech.com

**2. Vendor Name:** TOTAL TRUCK PARTS INC  
**DBA:**  
**FEIN:** 010552789  
**Suffix:** 01  
**Street:** 7270 NW 43 ST  
**City:** MIAMI  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
DALE HAYWOOD	786-412-2788	-	305-599-0687	DHAYWOOD@TOTALTRUCKPARTS.NET

3. **Vendor Name:** PATS PUMP & BLOWER LLC

**DBA:**  
**FEIN:** 043769717  
**Suffix:** 01  
**Street:** 2141 W CHURCH ST  
**City:** ORLANDO  
**State:** FL  
**Zip:** 32805  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-359-7867

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
KEVIN FENDER	407-841-7867	800-359-7867	407-648-2096	PATSPUMP@AOL.COM

4. **Vendor Name:** KNAPHEIDE TRUCK EQUIPMENT COM SOUTHEAST

**DBA:**  
**FEIN:** 202020601  
**Suffix:** 01  
**Street:** 2900 N.W. 73RD STREET  
**City:** MIAMI  
**State:** FL  
**Zip:** 33773  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Jorge Guerrero	786-5750611	-	305-6938267	jguerrero@KNAPHEIDE.COM

5. **Vendor Name:** TP INVESTMENT GROUP LLC  
**DBA:** KENWORTH OF SOUTH FLORIDA  
**FEIN:** 204562303  
**Suffix:** 01  
**Street:** 2909 S ANDREWS AVE  
**City:** FT LAUDERDALE  
**State:** FL  
**Zip:** 33316  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
ROBERT T HAYS	954-523-5484	-	954-523-8923	THAYS@KENWORTHSF.COM

6. **Vendor Name:** TRUCKPRO HOLDING CORPORATION  
**DBA:** TruckPro, LLC dba CCC Heavy Duty Truck Parts  
**FEIN:** 205209933  
**Suffix:** 01  
**Street:** 3061 Northwest 75th Avenue  
**City:** Miami  
**State:** FL  
**Zip:** 33122  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Sharon Carter	901-2524300	-	901-3023800	sharon.carter@truckpro.com

7. **Vendor Name:** FLAGLER CONSTRUCTION EQUIPMENT LLC  
**DBA:**  
**FEIN:** 260079832  
**Suffix:** 01  
**Street:** 9601 BOGGY CREEK ROAD  
**City:** ORLANDO  
**State:** FL  
**Zip:** 32824  
**FOB Terms:** DEST-P



**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 904-303-3435

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
WILLIAM CANNON	904-737-6000	904-303-3435	904-737-1260	BCANNON@FLAGLERCE.COM

8. **Vendor Name:** MIAMI ALEC'S TRUCK ACCESSORIES, LLC  
**DBA:** Alec's Truck, Trailer & RV  
**FEIN:** 263911104  
**Suffix:** 02  
**Street:** 17110 S Dixie Hwy  
**City:** Miami  
**State:** FL  
**Zip:** 33157  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Austin Silverstein	305-2345444	-	-	Admin@alectruck.com

9. **Vendor Name:** DANA SAFETY SUPPLY INC  
**DBA:**  
**FEIN:** 271557226  
**Suffix:** 02  
**Street:** 7001 NW 36th Ave  
**City:** Miami  
**State:** FL  
**Zip:** 33147  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
William E Barnhart	305-6396055	-	305-6396056	wbarnhart@danasafetysupply.com

10. **Vendor Name:** SIGNAL TECHNOLOGY ENTERPRISES INC  
**DBA:** PUBLIC SAFETY USA  
**FEIN:** 271831193  
**Suffix:** 02  
**Street:** 420 WEST 27TH STREET  
**City:** HIALEAH  
**State:** FL  
**Zip:** 33010  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 888-895-8745

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
MICHAEL A ENRIQUEZ	305-986-1373	888-895-8745	888-308-3029	FIREAL@ME.COM

11. **Vendor Name:** SIGMA EQUIPMENT CO  
**DBA:**  
**FEIN:** 273048440  
**Suffix:** 01  
**Street:** 7400 NW 79th Avenue  
**City:** Doral  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Carlos E Gallardo	786-2357135	-	-	cgallardo@sigmaequipmentco.com

12. **Vendor Name:** FLORIDA TRANSPORTATION SYSTEMS INC  
**DBA:**  
**FEIN:** 363285618  
**Suffix:** 01

**Street:** 7703 INDUSTRIAL LANE  
**City:** TAMPA  
**State:** FL  
**Zip:** 33637  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-282-8617

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
DOUG REVELLE	813-980-0174	800-282-8617	813-985-7874	DREVELLE@FTS4BUSES.COM

13. **Vendor Name:** STEWART & STEVENSON FDDA LLC  
**DBA:** FLORIDA DETROIT DIESEL ALLISON  
**FEIN:** 364772928  
**Suffix:** 01  
**Street:** 2277 NW 14th Street  
**City:** Miami  
**State:** FL  
**Zip:** 33125  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Lazaro Rabelo	305-6371574	-	-	L.rabelo@ssss.com

14. **Vendor Name:** MCNEILUS FINANCIAL INC  
**DBA:** MCNEILUS TRUCK & MANUFACTURING INC  
**FEIN:** 411314526  
**Suffix:** 01  
**Street:** 524 EAST HWY STREET  
**City:** DODGE CENTER  
**State:** MN  
**Zip:** 55927  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 888-686-7278

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
MARK LIDDELL - SLS MGR	813-838-0417	888-686-7278	770-459-0068	MLIDDELL@MCNEILUSCO.COM

15. **Vendor Name:** HYDRADYNE LLC  
**DBA:**  
**FEIN:** 450503353  
**Suffix:** 02  
**Street:** 7795 NW 53RD STREET  
**City:** MIAMI  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
WILLIAM SANTOR	305-5928735	-	504-2270854	rlalanne@hydradynellc.com

16. **Vendor Name:** TRAILER TECH MIAMI INC  
**DBA:**  
**FEIN:** 453033133  
**Suffix:** 01  
**Street:** 4620 Nw 73 Ave  
**City:** miami  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Adrian Pazos	305-4637844	-	-	info@trailertechmiami.com

17. **Vendor Name:** SBL FREIGHTLINER LLC  
**DBA:** LOU BACHRODT FREIGHTLINER  
**FEIN:** 464085709  
**Suffix:** 01  
**Street:** 301 NW 171ST STREET  
**City:** MIAMI  
**State:** FL  
**Zip:** 33169  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET30  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Mark Knauss	954-5451017	-	-	mknauss@loubachrodt.com

18. **Vendor Name:** WEP SOUTH FLORIDA LLC  
**DBA:**  
**FEIN:** 471912436  
**Suffix:** 01  
**Street:** 1907 NW 40TH CT  
**City:** POMPANO BEACH  
**State:** FL  
**Zip:** 33064-8719  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET30  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
MARK ROBLES	813-2411900	-	813-2411990	MARK@WASTE-EQUIP.COM

19. **Vendor Name:** IEH AUTO PARTS HOLDING LLC  
**DBA:** AUTO PLUS AUTO PARTS  
**FEIN:** 473476529  
**Suffix:** 02  
**Street:** 767 Fifth Ave, Suite 4700  
**City:** New York  
**State:** NY  
**Zip:** 10153  
**FOB Terms:** DEST-P  
**Delivery:**

**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-2577972

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Brian M Evanoka	856-7781400	800-2577972	800-7231377	bevanoka@autoplusap.com

20. **Vendor Name:** GENUINE PARTS CO  
**DBA:** NAPA AUTO PARTS  
**FEIN:** 580254510  
**Suffix:** 01  
**Street:** P.O. BOX 409043  
**City:** ATLANTA  
**State:** GA  
**Zip:** 303849043  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
SANTY LOPEZ	305-599-2629	-	305-599-4876	SANTY_LOPEZ@GENPT.COM

21. **Vendor Name:** KELLY TRACTOR CO  
**DBA:**  
**FEIN:** 590197630  
**Suffix:** 01  
**Street:** 8255 NW 58 ST  
**City:** MIAMI  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
GREG BENNETT	305-592-5360	-	305-477-2024	GREG_BENNETT@KELLYTRACTOR.COM

22. **Vendor Name:** ELECTRIC SALES AND SERVICE INC

**DBA:**  
**FEIN:** 590232360  
**Suffix:** 01  
**Street:** 340 NE 75 STREET  
**City:** MIAMI  
**State:** FL  
**Zip:** 33138  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-432-3132

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
RAY IBBERSON -	305-754-8646	800-432-3132	305-754-6398	ESSMIAMI@AOL.COM

23. **Vendor Name:** BLANCHARD MACHINERY INC

**DBA:**  
**FEIN:** 590577678  
**Suffix:** 01  
**Street:** 1890 NE 150TH STREET  
**City:** NORTH MIAMI  
**State:** FL  
**Zip:** 33181  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
SCOTT BAXTER - SALES MG	305-949-2581	-	305-949-0747	BMISALZ@AOL.COM

24. **Vendor Name:** W E JOHNSON EQUIPMENT COMPANY

**DBA:**  
**FEIN:** 590792533  
**Suffix:** 01  
**Street:** 8801 NW 15TH STREET

**City:** DORAL  
**State:** FL  
**Zip:** 33172  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
JESUS R MORALES	305-882-7000	-	305-885-6614	RMORALES@WEJOHNSON-FL.COM

**25. Vendor Name:** AERO HARDWARE & SUPPLY INC  
**DBA:** HYDRAULIC SUPPLY CO  
**FEIN:** 590819656  
**Suffix:** 02  
**Street:** 300 INTERNATIONAL PARKWAY  
**City:** SUNRISE  
**State:** FL  
**Zip:** 33325  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-507-9650

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
LEE G KUECHENMEISTER	954-453-8147	800-507-9650	954-845-9524	YELLOW@HYDRAULIC-SUPPLY.COM

**26. Vendor Name:** HUNT INC  
**DBA:** THERMO KING OF MIAMI  
**FEIN:** 590904993  
**Suffix:** 02  
**Street:** 4333 NW 27 AVENUE  
**City:** MIAMI  
**State:** FL  
**Zip:** 33142  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -



**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
HAL TAYLOR	305-6330585	-	305-6351109	ctaylor@tkmiami.com

27. **Vendor Name:** RING POWER CORPORATION  
**DBA:**  
**FEIN:** 590934246  
**Suffix:** 01  
**Street:** 500 WORLD COMMERCE PKWY  
**City:** ST AUGUSTINE  
**State:** FL  
**Zip:** 32092  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 888-7487464

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
JESUS CEDILLO	813-6713700	888-7487464	813-6726680	Victor.Munoz@Ringpower.com

28. **Vendor Name:** POWER BRAKE EXCHANGE INC  
**DBA:**  
**FEIN:** 591346899  
**Suffix:** 01  
**Street:** 2050 NW 23 STREET  
**City:** MIAMI  
**State:** FL  
**Zip:** 33142  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Tim Kennedy	305-6351120	-	305-6388351	tntken1@aol.com

29. **Vendor Name:** PALM TRUCK CENTERS INC  
**DBA:**  
**FEIN:** 591402487  
**Suffix:** 01  
**Street:** 2441 SOUTH STATE ROAD #7  
**City:** FORT LAUDERDALE  
**State:** FL  
**Zip:** 33317  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
DAVE WEIGER	954-584-3200	-	954-584-3228	FHELFRICH@PALMTRUCK.COM

30. **Vendor Name:** GLADES PARTS COMPANY INC  
**DBA:** ORIGINAL EQUIPMENT COMPANY  
**FEIN:** 591511962  
**Suffix:** 01  
**Street:** 500 W 83RD ST.  
**City:** HIALEAH  
**State:** FL  
**Zip:** 33014  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Darryl B MIELE	561-9965501	-	561-9928366	darryl@oeprts.com

31. **Vendor Name:** HYDRAULIC SALES & SERVICE INC  
**DBA:**  
**FEIN:** 591692614  
**Suffix:** 01  
**Street:** 3700 NW SOUTH RIVER DRIVE  
**City:** MIAMI  
**State:** FL  
**Zip:** 33142  
**FOB Terms:** DEST-P



**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Jack L Lyons	786-5397523	-	-	jack3@jlt.com

34. **Vendor Name:** LJB EQUIPMENT SALES INC  
**DBA:**  
**FEIN:** 591987888  
**Suffix:** 01  
**Street:** 111 REED ROAD  
**City:** LAKE PARK  
**State:** FL  
**Zip:** 33403  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Micro Ent. :**

**Other:**

**Assigned Measures**

**Set Aside:**

**Selection Factor:**

**Bid Pref.:**

**Goal:**

**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
LAWRENCE J. BONDONESE SR.	561-848-2646	-	561-848-2561	LARRYSR@LJBFL.NET

35. **Vendor Name:** D & L AUTO & MARINE SUPPLIES INC  
**DBA:**  
**FEIN:** 592033463  
**Suffix:** 01  
**Street:** 5601 NW 79 AVENUE  
**City:** MIAMI  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-793-7167

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Micro Ent. :**

**Other:**

**Assigned Measures**

**Set Aside:**

**Selection Factor:**

**Bid Pref.:**

**Goal:**

**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
ELEODORO AGUERO	305-593-0560	800-793-7167	305-593-0556	LEDO53@BELLSOUTH.NET

36. **Vendor Name:** RECHTIEN INTERNATIONAL TRUCKS INC  
**DBA:**  
**FEIN:** 592044408

**Suffix:** 01  
**Street:** 7227 NW 74TH AVE.  
**City:** MIAMI  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-654-2383

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**  
**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
GILBERTO ENRIQUEZ	305-888-0111	800-654-2383	305-885-9230	GENRIQUEZ@RECHTIEN.COM

37. **Vendor Name:** RICHARDS TRACTORS & IMPLEMENTS INC  
**DBA:**  
**FEIN:** 592081016  
**Suffix:** 01  
**Street:** 1995 NE 8 STREET  
**City:** HOMESTEAD  
**State:** FL  
**Zip:** 33030  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**  
**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
KYLE R WINGO JR	305-2478711	-	305-2473629	kwingo@ritrac.com

38. **Vendor Name:** DIESEL POWER & INJECTION INC  
**DBA:**  
**FEIN:** 592139846  
**Suffix:** 01  
**Street:** 7741 N.W. 53 ST.  
**City:** MIAMI  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
JAMES HAAS - PRESIDEN	305-592-7070	-	305-592-5936	DSLPR7743@AOL.COM

39. **Vendor Name:** GULFSTREAM SCALE COMPANY INC

**DBA:**  
**FEIN:** 592348726  
**Suffix:** 01  
**Street:** 7547 GARDEN ROAD SUITE 19  
**City:** RIVIERA BEACH  
**State:** FL  
**Zip:** 33404  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
RICHARD BERTRAND	561-844-7177	-	561-863-1723	RICHARD@GULFSTREAMSCALE.COM

40. **Vendor Name:** ROSE SPRING CORPORATION

**DBA:**  
**FEIN:** 592723490  
**Suffix:** 01  
**Street:** 7340 NW 70TH ST  
**City:** MIAMI  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Enrique Vinas	305-8855715	-	-	Ubolts2@rosespring.com

41. **Vendor Name:** PANTROPIC POWER INC

**DBA:**  
**FEIN:** 592749643  
**Suffix:** 03  
**Street:** 8205 NW 58 ST  
**City:** MIAMI  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
ROLANDO COLL	305-592-4944	-	305-477-1943	ROLANDO_COLL@PANTROPIC.COM

42. **Vendor Name:** TIM HALPIN EQUIPMENT CORP

**DBA:**  
**FEIN:** 592796492  
**Suffix:** 01  
**Street:** 5670 NW 78TH AVENUE  
**City:** DORAL  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-842-5746

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
TIMOTHY S HALPIN	305-591-3164	800-842-5746	305-592-1732	TSHALPIN@AOL.COM

43. **Vendor Name:** NEXTRAN CORPORATION

**DBA:** NEXTRAN TRUCK CENTER MIAMI  
**FEIN:** 593139839  
**Suffix:** 01  
**Street:** 6801 NW 74 AVENUE  
**City:** MIAMI  
**State:** FL

**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET30  
**Toll Phone:** 800-964-6225

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**  
**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
FRANCISCO BLANCO, GEN. MGR.	305-883-8506	800-964-6225	305-883-5125	FBLANCO@NEXTRANCORP.COM

**44. Vendor Name:** ENVIRONMENTAL PRODUCTS GROUP INC  
**DBA:**  
**FEIN:** 593757718  
**Suffix:** 03  
**Street:** 2525 CLARCONA ROAD  
**City:** APOPKA  
**State:** FL  
**Zip:** 32703  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET30  
**Toll Phone:** 800-7223559

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**  
**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
JEFFREY H HAASE	407-7980004	800-7223559	407-7980014	JHAASE@EPOFC.COM

**45. Vendor Name:** TPH ACQUISITION LLLP  
**DBA:** PARTS HOUSE  
**FEIN:** 611436406  
**Suffix:** 01  
**Street:** 13230 NW 45th Avenue  
**City:** OPA LOCKA  
**State:** FL  
**Zip:** 33054  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET30  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**

**Assigned Measures**  
**Set Aside:**  
**Bid Pref.:**



**Micro Ent. :**  
**Other:**

**Selection Factor:**

**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Albert A Montaner	786-2825912	-	305-6254486	amontaner@thepartshouse.com

46. **Vendor Name:** MOTION INDUSTRIES INC.  
**DBA:** Hydraulic Supply Company  
**FEIN:** 630251578  
**Suffix:** 03  
**Street:** 7202 NW 25th Street  
**City:** MIAMI  
**State:** FL  
**Zip:** 33122  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Nick Godinez	800-5079651	-	954-8459524	sales@hydraulic-supply.com

47. **Vendor Name:** ALTEC INDUSTRIES INC  
**DBA:**  
**FEIN:** 630362926  
**Suffix:** 01  
**Street:** 2570 Old Okeechobee Rd  
**City:** West Palm Beach  
**State:** FL  
**Zip:** 33409  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Jenny Carlson	561-5370347	-	-	Jenny.Carlson@altec.com

48. **Vendor Name:** KVP ENTERPRISES INC  
**DBA:** EXPERT DIESEL

**FEIN:** 650088563  
**Suffix:** 02  
**Street:** 4700 OAKES RD  
**City:** FORT LAUDERDALE  
**State:** FL  
**Zip:** 33314  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-940-5200

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
KAREN PUTTER	954-583-2400	800-940-5200	954-583-2085	KP@CUMMINSEXPERT.COM

49. **Vendor Name:** SOUTH FLORIDA NEW HOLLAND EQUIPMENT CORP  
**DBA:** FORTRAC  
**FEIN:** 650152633  
**Suffix:** 03  
**Street:** 1995 NE 8TH STREET  
**City:** HOMESTEAD  
**State:** FL  
**Zip:** 33033  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
KYLE WINGO	305-247-1321	-	305-248-3039	KWINGO@RITRAC.COM

50. **Vendor Name:** ALL DADE LAWNMOWERS INC  
**DBA:**  
**FEIN:** 650193479  
**Suffix:** 01  
**Street:** 1495 NW 111 Ave  
**City:** Miami  
**State:** FL  
**Zip:** 33172-1900  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
David F Torrente	305-2237884	-	305-5597441	david@alldadelawnmower.com

51. **Vendor Name:** SSES INC  
**DBA:** SOUTHERN SEWER EQUIPMENT SALES  
**FEIN:** 650267110  
**Suffix:** 02  
**Street:** 3409 INDUSTRIAL 27 ST  
**City:** FT PIERCE  
**State:** FL  
**Zip:** 34946  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-7824134

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
DREW DENMON	772-5956940	800-7824134	772-5959171	info@southernsewer.com

52. **Vendor Name:** NATIONAL AUTO PARTS WAREOUSE INC.  
**DBA:**  
**FEIN:** 650279358  
**Suffix:** 01  
**Street:** 11150 N.W. 32ND AVE  
**City:** MIAMI  
**State:** FL  
**Zip:** 33167-3301  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-3440368

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Assigned Measures**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
ISAAC MISHAEL	305-2189734	800-3440368	305-9537291	isaac@enationalperformance.com

53. **Vendor Name:** ADVANTAGE GOLF CARS INC  
**DBA:**  
**FEIN:** 650286893  
**Suffix:** 01  
**Street:** 13161 NW 43 AVE  
**City:** OPA LOCKA  
**State:** FL  
**Zip:** 33054  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 877-879-2436

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
CLINT B GRIFFIN	305-769-2274	877-879-2436	305-769-1805	SALES@ADVANTAGEGOLFCARS.COM

54. **Vendor Name:** ALTEKCO INC  
**DBA:**  
**FEIN:** 650390936  
**Suffix:** 01  
**Street:** 8340 NW 70 STREET  
**City:** MIAMI  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
BOB HANDY/PRES	305-499-9797	-	305-499-9953	ALTEKCO@BELLSOUTH.NET

55. **Vendor Name:** PETERSONS HARLEY DAVIDSON OF MIAMI LLC  
**DBA:**  
**FEIN:** 650418864  
**Suffix:** 02  
**Street:** 19400 NW 2ND AVENUE  
**City:** MIAMI  
**State:** FL  
**Zip:** 33169  
**FOB Terms:** DEST-P



**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
David Yglesias	305-5923673	-	-	INFO@PALMETTOTRUCK.COM

58. **Vendor Name:** SUNBELT HYDRAYLICS & EQUIPMENT INC  
**DBA:** SUNBELT WASTE EQUIPMENT  
**FEIN:** 650742385  
**Suffix:** 02  
**Street:** 2201 NW 22ND STREET  
**City:** POMPANO BEACH  
**State:** FL  
**Zip:** 33069  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET30  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Micro Ent. :**

**Other:**

**Assigned Measures**

**Set Aside:**

**Selection Factor:**

**Bid Pref.:**

**Goal:**

**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
MARIO P CHAVEZ	561-2748505	-	561-2748506	OFFICE@SUNBELTWASTE.COM

59. **Vendor Name:** SBHI INC  
**DBA:**  
**FEIN:** 650742385  
**Suffix:** 03  
**Street:** 2201 NW 22ND STREET  
**City:** POMPANO BEACH  
**State:** FL  
**Zip:** 33069  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET30  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Micro Ent. :**

**Other:**

**Assigned Measures**

**Set Aside:**

**Selection Factor:**

**Bid Pref.:**

**Goal:**

**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
MARIO P CHAVEZ	561-2748505	-	561-2748506	

60. **Vendor Name:** OLD DOMINION BRUSH COMPANY, INC  
**DBA:**  
**FEIN:** 814164227  
**Suffix:** 01  
**Street:** 5118 Glen Alden Dr.

**City:** Henrico  
**State:** VA  
**Zip:** 23231  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Brandy N Vaughan	800-4469823	-	-	BVaughan@odbco.com

61. **Vendor Name:** DOBBS EQUIPMENT, LLC  
**DBA:**  
**FEIN:** 822505079  
**Suffix:** 01  
**Street:** 2730 S. Falkenburg Road  
**City:** Tampa  
**State:** FL  
**Zip:** 33578  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Rafael Valdez	786-2992879	-	-	rafael.valdes@dobbsequipment.com

62. **Vendor Name:** ALTA ENTERPRISES LLC  
**DBA:** ALTA CONSTRUCTION EQUIPMENT FLORIDA LLC 844204032 disregard  
**FEIN:** 823166837  
**Suffix:** 01  
**Street:** 5210 Reese Road  
**City:** Davie  
**State:** FL  
**Zip:** 33314  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**Assigned Measures**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Eny G Sanchez	954-5814744	-	954-5830318	esanchez@altaequipfl.com

63. **Vendor Name:** CRANE EQUIPMENT MFG CORP  
**DBA:**  
**FEIN:** 930985007  
**Suffix:** 01  
**Street:** 33740 SEAVEY LOOP  
**City:** EUGENE  
**State:** OR  
**Zip:** 974059602  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET30  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**

**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
MIKE KOGUTKIEWICZ - PRESIDEN	541-746-9681	-	541-746-8928	MIKE@GRIZZLYCRANES.COM

**SECTION #7 – ITEMS AWARDED**

**Details:**

Please see attached roadmap

Item #	Description	Qty.	Unit Price
	No Items Awarded		\$

**SECTION #8 – ADDITIONAL NOTES**

**Error! Bookmark not defined.**





# AGENDA MEMORANDUM

**Meeting Date:** August 8, 2022

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

**Via:** William Alonso, City Manager/Finance Director

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

**Subject:** L-Tron Magnetic Scanners for Police Fleet - LETF Purchase

**Recommendation:** Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to L-Tron Corporation, as a sole source provider (letter attached), in an amount not to exceed \$4,495.08, for 12 L-Tron 4910LR Microphone Styles Driver License Reader Kits with Magnetic Mounting Kit, as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section §31.11 (E)(5) of the City Code

**Discussion/Analysis:** These driver's license scanners are used for e-citation and incident reporting to electronically capture the information on the front of a driver's license. Officers can instantly scan the barcode with the 4910LR Driver's License Scanner and the information will automatically populate into the traffic citation or incident report being filled out on your in-car computer. The 4910LR DL reader is purpose built from the voice of law enforcement, created directly by collaborating with state and local Law Enforcement agencies. The 4910LR-152-LTRK kit contains all that is needed to install and connect the compact, radio microphone-style scanner to the USB Port of the vehicles' computer. Please see attached Quote #LTCQ23195 and sole source letter from L-Tron Corporation.

**Submission Date and Time:** 07/27/2022 10:55am

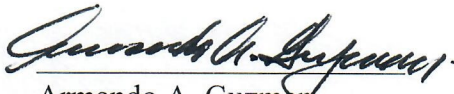
<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u> Prepared by: <u>Ariadna Quintana</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Law Enforcement Trust Funds- Dept./ Desc.: <u>Operating Supplies</u> Account No.: <u>650-2010-521.52-00</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>N/A</u> Current request: \$ <u>4,495.08</u> Total vendor amount: \$ <u>4,495.08</u>

ATTACHMENT "A"

**CERTIFICATE OF CHIEF OF POLICE**

I, **ARMANDO A. GUZMAN**, Chief of Police of the City of Miami Springs, do hereby certify that the aforementioned request to expend funds for \$4,495.08 from the Law Enforcement Trust Fund (L.E.T.F.) for the 2021-2022 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and §932.7055, Fla. Stat.:

(1) \$4,495.08 for special law enforcement equipment comprising of twelve (12) L-Tron 4910LR Microphone Style Driver License Reader Kits with Magnetic Mounting Kit(s). These driver license scanners are used for e-citation and incident reporting to electronically capture the information on the front of a driver's license.



Armando A. Guzman  
Chief of Police

8/3/2022

Date

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF TWELVE L-TRON 4910LR MICROPHONE STYLE DRIVER'S LICENSE READER KITS WITH MAGNETIC MOUNTING KITS FROM L-TRON CORPORATION FOR THE CITY'S POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$4,495.08 UTILIZING THE CITY'S LAW ENFORCEMENT TRUST FUNDS (LETF); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") Police Department (the "Department") is in need of twelve L-Tron 4910LR Microphone Styles Driver's License Reader Kits with Magnetic Mounting Kits (the "Equipment") to provide additional services for the safety of the City's residents and visitors and facilitate the provision of day-to-day operations of the Department; and

**WHEREAS**, L-Tron Corporation (the "Vendor") is the sole provider of the Equipment and has provided the quote attached hereto as Exhibit "A" (the "Quote"); and

**WHEREAS**, the City Manager recommends that the purchase of the Equipment be deemed exempt from competitive bidding procedures of the City Code pursuant to Section 31-11(E)(6)(c) of the City Code as a sole source purchase; and

**WHEREAS**, pursuant to Section 932.7055, Florida Statutes, the Department may utilize funds deposited into its Law Enforcement Trust Fund ("LETF") for expenditures such as school resource officers, crime prevention, safe neighborhoods, drug abuse education and prevention programs, or for other law enforcement purposes (including providing additional equipment), provided that the proposed expenditures are approved by the municipal governing body and are not used to meet the normal operating expenses of the Department; and

**WHEREAS**, consistent with Section 932.7055, Florida Statutes, the City's Chief of Police has provided a written certification that the purchase of the Equipment qualifies as an authorized LETF expenditure; and

**WHEREAS**, pursuant to Section 31-11(E)(6)(c) of the City Code, the City Council desires to approve the purchase of the Equipment from the Vendor consistent with the Quote in an amount not to exceed \$4,495.08 utilizing the City’s LETF; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the purchase of the Equipment from the Vendor pursuant to Section 31-11(E)(6)(c) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted City LETF funds in an amount not to exceed \$4,495.08.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 8<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

---

ERIKA GONZALEZ, MMC  
CITY CLERK

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

---

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

# Quotation

**Number** LTCQ23195  
**Date** Jul 15, 2022

To
<b>Miami Springs Police</b> Jose Mendoza jmendoza@mspd.us  <b>Phone:</b> 13058332376 <b>Fax:</b>

<b>Inquiry:</b> Verbal <b>Sales Rep:</b> Nate Leibensperger  <b>Ship:</b> Ground <b>Delivery:</b> <b>FCA:</b> Shipping point <b>Terms:</b> Net 30
---

Here is the quote you requested.

Qty	Part #	Description	Unit Price	Ext. Price
12	<b>4910LR-152-LTRK-MM</b>	L-Tron 4910LR Microphone Style Driver License Reader Kit with Magnetic Mounting Kit	<b>\$374.59</b>	<b>\$4,495.08</b>



**Sub Total** \$4,495.08  
**Sales Tax** \$0.00  
**Total** \$4,495.08

Please contact me if I can be of further assistance.



7911 Lehigh Crossing.  
Suite 6  
Victor  
New York  
14564

(585) 383-0050  
fax: (585) 383-0701

<http://www.L-Tron.com>  
<http://L-TronDirect.com>  
[sales@L-Tron.com](mailto:sales@L-Tron.com)

Wednesday, July 20<sup>th</sup> 2022

Ariadna Quintana  
Miami Springs Police Department  
201 Westward Dr  
Miami Springs, FL 33166

Hello Ariadna,

L-Tron Corporation has developed the 4910LR Law Enforcement purpose built imaging scanner based on input from the Law Enforcement Community. Each generation of scanner has added new or enhanced features as a result of user input. L-Tron has worked in the electronic citation and accident reporting space for over fifteen years. During this time we developed a list of requirements which were common for Law Enforcement applications:

- Must read AAMVA PDF-417 drivers licenses quickly and easily
- The imaging scanner must store securely and safely in a patrol car environment
- Space is at a premium, any device must be small and compact
- Must be intuitive, and not distract the officer from his surroundings
- Images must provide useable attachments for signatures, false or fake ID documents, fingerprints, hand drawn sketches or statements, or mug shots

The 4910LR was developed specifically to meet these requirements. We worked closely with Honeywell to customize their image engine to function as a close focus, compact High Performance 2D imaging scanner. We included customer specific imaging commands, a comfortable and protective boot and a custom microphone style mounting system. These enhancements significantly improve the usability of the device in a patrol vehicle environment.

The 4910LR is the only compact hand held 2D imaging scanner which is designed to mount to a traditional microphone hanging clip.

The 4910LR is available exclusively from L-Tron Corporation.

Sincerely,

RAD DeRose

President



# AGENDA MEMORANDUM

**Meeting Date:** 8/8/2022

**To:** The Honorable Mayor Maria P. Mitchell and Members of the City Council

**Via:** William Alonso, City Manager/Finance Director

**From:** Jorge Fonseca, IT Director

**Subject:** Tyler Technologies

**RECOMMENDATION:** Recommendation by Information Technology that Council authorize the City Manager to renew an agreement with Tyler Technologies for Executime employee time keeping software and expend budgeted funds in an amount not to exceed \$13,923.93, for FY21/22 and an amount not to exceed budgeted funds for future fiscal years.

**DISCUSSION:** Certain City departments utilize touchless time-clocks (the “Hardware”) at City facilities (e.g., Golf, Public Works, Aquatic and Recreation). The Hardware operates with the Executime cloud-based time keeping software (also known as the punch in and out software system) (the “Software”).

On December 13, 2018, the City entered into an agreement with Central Square d/b/a Superion, LLC for the Executime Software. In 2019, Central Square informed the City that it would no longer provide the Executime Software and would replace it with a new software called "Time Clock Plus." The City evaluated the effect of switching to Central Square’s new “Time Clock Plus” software, which was not compatible with the City’s existing hardware. The City determined that it would have required the City to purchase four new time clocks at approximately \$3,500 each, adding additional unnecessary expenses. On February 5, 2020, Central Square issued Amendment 1 to its existing contract with the City, deducting the fee for the Executime software that they would no longer be providing, resulting in the annual contract amount with Central Square changing from \$129,909/annually to \$120,391/annually.

As a result of Central Square’s software changes, in October 2019, the City entered into an agreement to purchase the Executime Software from Tyler Technologies, the company that originally provided the City with its time-clock Hardware. The agreement with Tyler Technologies was for an initial one-year term and provides for annual renewals unless terminated.

On December 14, 2020, upon a recommendation from the City’s IT Department, the City Council waived the competitive bid process in the best interests of the City and approved an expenditure to Tyler Technologies, in an amount not to exceed \$11,892, for the Executime Software, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

At this time, consistent with the prior approval of the agreement with Tyler Technologies, it is recommended that the City Council authorize the Manager to renew the agreement for the Software with Tyler Technologies on a yearly basis, subject to budgeted funds. For the current fiscal year (FY 21/22), the budgeted funds are not to exceed \$13,923.93. It is anticipated that the cost of the Software will be budgeted for future fiscal years unless the agreement with Tyler Technologies is terminated.

**Submission Date and Time:** 8/3/2022 3:52 PM

<p><b>Submitted by:</b>  Department: <u>Information Technology</u></p> <p>Prepared by: <u>Zuzell Murguido</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>Approved by (sign as applicable):</b>  Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><b>Funding:</b>  Dept./ Desc.: <u>Information Tech Contractual Svc</u></p> <p>Account No.: <u>001-5301-513-34-00</u></p> <p>Additional Funding: <u>N/A</u></p> <p>Amount previously approved: \$ <u>0</u></p> <p>Current request: \$ <u>13,923.93</u></p> <p>Total vendor amount: \$ _____</p>
--	---	---





## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Miami Springs, FL.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## **SECTION B – SAAS SERVICES**

1. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. **SaaS Fees**. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership**.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a

disaster, within which your access to the Tyler Software must be restored.

- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – OTHER PROFESSIONAL SERVICES**

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith

estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. **Personnel.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

- 9.2 provide telephone support during our established support hours;
- 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 9.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not

warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is one (1) year from the first day of the first month following the first live use of the Tyler Software as hosted by Tyler, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the

Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to



provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. **Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.**

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list**

price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force

Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality

covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. **Contract Documents.** This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Andrea Fravert

Name: Andrea Fravert

City of Miami Springs, FL

By: William Alwood

Name: William Alwood

Title: Director of Legal Affairs

Date: 10/9/19

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Title: City Manager

Date: 10/4/19

Address for Notices:

City of Miami Springs, FL  
201 Westward Dr.  
Miami Springs, FL 33166-5259  
Attn: Jorge Fonseca



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*Tyler sales quotation to be inserted prior to Agreement execution.*

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**Sales Quotation For**  
 City of Miami Springs  
 201 Westward Dr  
 Miami Springs, FL 33166-5259  
 Phone +1 (305) 888-9711

**Quoted By:** Brian Baker  
**Date:** 10/3/2019  
**Quote Expiration:** 10/31/2019  
**Quote Name:** City of Miami Springs, FL - ExecuTime Move to Tyler Cloud  
**Quote Number:** 2019-66634  
**Quote Description:**

SaaS	Description	# Years	Annual Fee	Impl. Hours	One Time Fees	Impl. Cost	Data Conversion
	<b>Human Capital Management:</b>						
	ExecuTime Time & Attendance - Up to 250 Employees	1.0	\$11,892.00	16	\$2,560.00	\$0.00	\$0.00
	<b>TOTAL:</b>		<b>\$11,892.00</b>	<b>16</b>	<b>\$2,560.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$11,892.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$2,560.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$2,560.00</b>	<b>\$11,892.00</b>
<b>Contract Total</b>	<b>\$14,452.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:  Date: 12/4/19

Print Name: William A. Howard P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars



## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

## Comments

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The Munis SaaS fees are based on 16 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



## **Exhibit B**

### **Invoicing and Payment Policy**

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
  - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
3. **Third Party Products.**
  - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced

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when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment**. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

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## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

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\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

**V. Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

### Issue Handling

#### Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

### Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

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### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



# AGENDA MEMORANDUM

**Meeting Date:** 8/8/2022

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

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

**From:** Lazaro Garaboa, Public Works Director

**Subject:** Blanket Purchase Order Increase – Thermal Concepts

**RECOMMENDATION:** Recommendation by Public Works that Council approves an increase to the existing open blanket purchase order #220065 to Thermal Concepts, in the amount of \$14,000.00, approved under the authority of the City Manager, William Alonso, as an emergency procurement purchase, for maintenance and repairs for various air conditioning units – city wide.

**DISCUSSION:** The fund increase currently being requested is due to a recent unanticipated emergency repair for the air-conditioning unit located at the Miami Springs Golf and Country Club, which said invoice totals approximately \$9,268.29. In addition to this repair, the Public Works department is also requesting additional funds in the amount of \$4,731.71, for a total of \$14,000.00, for multiple unanticipated future repairs, if any, for various air conditioning units located throughout all City facilities which may or may not occur prior to the end of this fiscal year.

Spent in FY: 20/21 \$6,797.44  
 Spent in FY: 21/22 to date \$7,946.82

**Submission Date and Time:** 7/22/2022 2:25 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<b>Department:</b> <u>Public Works</u> <b>Prepared by:</b> <u>Rachel Buckner</u> <b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Budgeted/ Funded:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Dept. Head:</b> _____ <b>Procurement:</b> _____ <b>Asst. City Mgr.:</b> _____ <b>City Manager:</b> _____	<b>Dept./ Desc.:</b> <u>City Hall, Golf, Senior Center, PW</u> <b>Account No.:</b> <u>Varies by Department</u> <b>Additional Funding:</b> _____ <b>Amount previously approved:</b> \$ <u>0</u> <b>Current request:</b> \$ <u>14,000.00</u> <b>Total vendor amount:</b> \$ <u>14,000.00</u>



**CITY OF MIAMI SPRINGS  
OFFICE OF THE CITY CLERK**

201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: 305.805.5006  
Fax: 305.805.5028

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

**FROM:** Erika Gonzalez-Santamaria, MMC, City Clerk

**VIA:** Juan D. Garcia, CMC, Deputy City Clerk

**DATE:** August 8, 2022

**SUBJECT: General Employee Retirement System – New Board member  
appointment**

\*\*\*\*\*

Board member Elain Pons resigned from the General Employee Retirement System Board creating a vacancy on the five-member Board. Board member Pons was appointed by the City Council to the Board on January 9, 2017.

In accordance with § 35-05(B)(1) of the Code of Ordinance, Council appoints one trustee to the Board. The term when it becomes vacant.

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(S) *Retirement system or system.* The City of Miami Springs employee's retirement system, created and established by §§ 35-01—35-45.

(T) *USERRA.* Uniformed Services Employment and Reemployment Rights Act (P.L. 103-353).

(Code 1962, § 7A-44; amend. Ord. 244, passed 2-22-60; amend. Ord. 595-76, passed 12-31-76; amend. Ord. 621-78, passed 8-28-78; amend. Ord. 710-86, passed 2-10-86; amend. Ord. 1080-2015, passed 5-27-15 )

### **Sec. 35-05. Board of Trustees created; membership.**

(A) There is created a Board of Trustees in whom is vested the power and authority to administer, manage, and operate the retirement system, and to construe and make effective the provisions of §§ 35-01—35-45.

(B) The board shall consist of five trustees as follows:

(1) One person to be selected by the council.

(2) The City Manager.

(3) Two members of the retirement system who shall be elected by the general members.

(4) One member to be appointed by the other four trustees.

(Code 1962, § 7A-45; amend. Ord. 244, passed 2-22-60; amend, Ord. 573, passed 3-24-75; amend. Ord. 575-76, passed 2-23-76; amend. Ord. 595-76, passed 12-31-76)

### **Sec. 35-06. Terms of office of board.**

The trustee provided for in § 35-05(B)(1) shall serve as trustee at the pleasure of the council. The City Manager shall serve by virtue of the position held by him. At the first election provided for in § 35-05(B)(3), the term of office of the general member trustees shall expire June 30, 1978. Thereafter the term of office of the trustees provided for in § 35-05(B)(3) shall be four years. Each trustee shall continue to serve until his successor has qualified for the office of trustee. The trustee provided for in § 35-05(B)(4) shall serve at the pleasure of a majority of the remaining trustees.

(Code 1962, § 7A-46; amend. Ord. 244, passed 2-22-60; amend. Ord. 573, passed 3-24-75; amend. Ord. 575-76, passed 2-23-76; amend. Ord. 595-76, passed 12-31-76)

### **Sec. 35-07. Oath of office.**

Each trustee shall, within ten days from and after his appointment or election as trustee, as the case may be, take the oath of office prescribed in § 39 of the City of Miami Springs Charter, as amended.

(Code 1962, § 7A-47; amend. Ord. 244, passed 2-22-60)

### **Sec. 35-08. Vacancy on Board of Trustees.**

In the event a trustee fails to attend two consecutive meetings of the Board of Trustees, unless in each case excused for cause by the remaining trustees attending the meetings, or in the event a trustee who is in the employ of the City leaves such employment, he shall be considered to have resigned from the board, and the board shall, by resolution, declare his office of trustee vacated as of the date of adoption of the resolution. If a vacancy occurs in the office of trustee, the vacancy shall be filled for the unexpired term, in the same manner as the office was previously filled.