



CITY OF MIAMI SPRINGS, FLORIDA

REVISED

Mayor Maria Puente Mitchell

**Vice Mayor George V. Lob
Councilwoman Jacky Bravo**

**Councilman Bob Best
Councilman Walter Fajet, 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, March 27, 2023 – 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:** Councilman Bob Best
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Boy Scouts Troop 334 – Project Presentation
 - B) Proclamation by the Mayor and City Council of Miami Springs proclaiming April 28th, 2023 as "Arbor Day" in the City of Miami Springs
- 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) March 13, 2023 – Regular Meeting
- 7. Reports from Boards & Commissions:**
 - A) Report by the Education Advisory Board Chair
 - B) Report by the Centennial Committee Chair Julia Arias
- 8. Public Hearings: None.**

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

A) **Resolution** – A Resolution of the Mayor and City Council of the City of Miami Springs, Florida, Approving a Contract and Contract Addendum with Firework Displays Unlimited, LLC/ Fireworks Displays Unlimited, INC. for the City’s 2023 Fourth of July Fireworks Display in an Amount Not to Exceed \$20,000.00; Waving Competitive Bidding Procedures; Providing for Authorization; and Providing for and Effective Date

B) **Resolution** – A Resolution of the Mayor and City Council of the City of Miami Springs, Florida, Approving the purchase of a Stormwater Pump for the Hook Square Stormwater Pump Station Replacement Project from Miami-Dade County Pump & Supply Company in an amount not to exceed \$62,011.42; Providing for Implementation; and Providing for an Effective Date

C) **Resolution** – A Resolution of the Mayor and City Council of the City of Miami Springs Adopting a Revised City Employee Pay Plan; Proving for Implementation; and Proving for an Effective Date

D) **Resolution** – A Resolution of the Mayor and City Council of the City of Miami Springs, Florida, Authorizing the Preparation of Documents for the Issuance of a Taxable Capital Improvement Revenue Note with SouthState Bank in an amount not to exceed \$3,800,000.00 at a Fixed Rate of 6.0% For Up To 15 Years for the Miami Springs Golf Course Revitalization Project; Proving for a Supplemental Resolution Setting Forth the Details of Said Note; Providing for Implementation; and Providing for an Effective Date.

10. Old Business: None.

11. New Business: None.

12. Other Business: None.

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, March 27, 2023 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/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

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

(Alternatively, you may also dial the phone numbers below to join the meeting:
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,
1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #.**
There is no participant ID. Press # again.

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

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

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

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

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information

before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



Proclamation

By the Mayor of the City of Miami Springs

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and,

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, Arbor Day is now observed throughout the nation and the world; and,

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and,

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and,

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and,

WHEREAS, trees — wherever they are planted — are a source of joy and spiritual renewal.; and,

NOW, THEREFORE, I, Maria Puente Mitchell Mayor of the City of Miami Springs, Florida, do hereby proclaim Friday, April 28th, 2023 to be

"Arbor Day"

in the City of Miami Springs and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Miami Springs, Florida to be affixed this 28th day of April, 2023.


Maria Puente Mitchell
Mayor

ATTEST:


Erika Gonzalez, MMC
City Clerk



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, March 13, 2023 at 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 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor George V. Lob

Councilman Bob Best

Councilwoman Jacky Bravo (via Zoom)

Councilman Walter Fajet, Ph.D.

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Assistant City Manager Tammy Romero

2. **Invocation:** Offered by Vice Mayor George Lob.

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

3. **Agenda / Order of Business:**

Councilman Fajet requested to add under New Business a discussion on the support of the five referenda on the City's April 4, 2023 Election related to Charter amendments. By consensus the Council chose to add Councilman Fajet's request as Agenda Item 11A.

4. **Awards & Presentations:**

A) Presentation from Beverly Raposa and Mercy Ruiz, flight Attendants from the Eastern 401 Plane Crash, officially thanking City Staff and City Council for the Eastern Flight 401 Dedication efforts

This item is deferred for a future Council Meeting.

B) Presentation of the Yard of the Month Award for March 2023 – 350 Reinette Drive – Hans and Claire Baumann

Mayor Mitchell announced Yard of the Month for March 2023. The residents were not available to receive the award; Mayor Mitchell stated that the award

will be sent to the homeowner by Councilman Best.

C) Recognizing the City Hall Artist of the Month for March 2023 – Students of AIE

Mayor Mitchell welcomed the Students of the AIE. Councilman Fajet welcomed the AIE High School Art Teacher Mrs. Rodriguez. She stated that the students have been working on portraits celebrities, a polaroid project of places the students would like to travel in the future and artwork for Black History Month.

5. Open Forum: The following members of the public addressed the City Council: Melida Perez, 509 Pinecrest Drive.

6. Approval of Council Minutes:

A) February 27, 2023 – Regular Meeting

Councilman Best moved to approve the minutes of February 27, 2023 Regular Meeting. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

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

8. Public Hearings: None.

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

A) **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 4 Of The Oakwood And East Drive Stormwater And Roadway Improvements Project Consisting Of Bidding, Construction Management, And Related Support Services, In An Amount Not To Exceed \$87,200; 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 Purchase Of Greens Mix Soil, Sand, And Stone For The Miami Springs Golf & Country Club Golf Course Revitalization Project From Florida Superior Sand, Inc. In An Amount Not To Exceed \$462,112 Utilizing The Terms And Conditions Of Miami-Dade County Rtq-01039 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Toro Golf Course Irrigation Supplies For The Miami Springs Golf & Country Club Golf Course Revitalization Project From Wesco Turf, Inc. (Formerly Hector Turf) In An Amount Not To Exceed \$118,544 Utilizing The Terms And Conditions Of City Of Mesa, Az, Contract No. 2017025 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing

For An Effective Date

Vice Mayor Lob moved to approve Item 9A of the Consent Agenda. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

10. Old Business: None at this time.

11. New Business:

A) Discussion on the support of the five Referenda on the City's April 4, 2023 Election related to Charter amendments

Councilman Fajet explained that he wanted to take a closer look at the five proposed Charter Amendment Referenda to explain what they are. He added that all five proposed amendments are to clean up or update outdated procedures in the Charter. The following members of the public addressed the City Council regarding this agenda item: Nery Owens, 169 Corydon Drive.

City Attorney Haydee Sera read the proposed resolution to support of the five Referenda on the City's April 4, 2023 Election related to Charter amendments by title. After further discussion, Councilman Best moved to approved the resolution for item 11A. Vice Mayor Lob seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Bravo, and Mayor Mitchell voting Yes.

12. Other Business:

A) Vote of Confidence for the City Clerk as Required by Section 8.01 (1) of the City Charter; Request for City Council to consider a merit increase

Councilwoman Bravo moved to give City Clerk Erika Gonzalez-Santamaria a vote of confidence and a 5% merit increase. Vice Mayor Lob seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Bravo, and Mayor Mitchell voting Yes.

B) Vote of Confidence for the City Clerk as Required by Section 8.01 (1) of the City Charter

Councilman Best moved to give City Attorney Haydee Sera a vote of confidence. Vice Mayor Lob seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best and Mayor Mitchell voting Yes; Councilwoman Bravo voting No.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera thanked the Council for their continued support for her and the entire Weiss Serota firm with their Vote of Confidence. She had no report at this time.

B) City Manager

City Manager William Alonso provide an update the City Council on the search for the Finance Director position. He stated that he will be interviewing two candidates in the upcoming weeks and will provide the City Council with an update by Friday with his recommendation.

C) City Council

Councilman Best announced that he had been monitoring very closely the failures of the Silicon Valley Bank fallout and hopes that our local banks don't make similar mistakes. He also stated that High School Baseball has a big game coming up with another very talented team in the state in Westminster Christian. Councilman Best also thanked the Historical Society for their wonderful gala that took place at the Curtiss Mansion.

Councilwoman Bravo thank the entire community of Miami Springs for their condolences for the loss in her family. She had no further report.

Councilman Fajet thanked City Manager William Alonso for his work on the search for the Finance Director. He also gave his condolences to Councilwoman Bravo for the loss of her grandfather. He had no further report.

Vice Mayor Lob confirmed with City Manager William Alonso that they will be seeing a revised pay scale for the new Finance Director Position at the next Council Meeting and stated that "may the good news be yours."

Mayor Mitchell gave her condolences as well to Councilwoman Bravo on the loss of her grandfather. She also thanked the Woman's Club for putting together the candidate forum that it gave opportunity for residents to meet with the candidates running in the April 4th City Election.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:15 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 13th day of March, 2023.*

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.



AGENDA MEMORANDUM

Meeting Date: 3/27/2023

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: 4th of July Firework Display 2023

Recommendation:

Recommendation by Recreation that Council waive the competitive bid process and approve an expenditure to Firepower Displays Unlimited, LLC, in the amount of \$20,000.00, for the 4th of July Fireworks Display as funds were approved in the FY 22/23 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.
Requires 4/5 vote by Council.

Discussion/Analysis:

Firepower Displays Unlimited, LLC. has provided the fireworks display to the City since 1997. This year there will be an increase from \$18,500.00 to \$20,000.00. The show will be approximately 18-20 minutes long and the assortment and shell count will be an exact repeat of last years. Additionally, as in past years, Virginia Gardens contribution will be \$4,000.00 to assist with absorbing some of the costs of the event. Firepower is one of only two local vendors and has provided firework displays for several municipalities such as: City of Homestead, City of Marathon, City of Pembroke Pines, Town of Davie, City of Coral Gables and Florida City. Firepower works directly with Miami Dade County Fire Department on our behalf, which expedites the permitting process and inspections required. Please note that their contract states a cancellation date of no later than May 1st.

Fiscal Impact (If applicable):

The Fireworks Display is already budgeted. The Village of Viginia Gardens will be also contrubuiting \$4,000.00. The City of Miami Springs will be responsible for \$16,000.00.

Submission Date and Time: 3/10/2023 2:32 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Recreation Department</u>
Prepared by: <u>Omar Luna</u>	Procurement: _____	Account No. <u>001-5701-572.48-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>\$20,000.00</u>
		Current request: \$ _____
		Total vendor amount: \$ <u>\$20,000.00</u>

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A CONTRACT AND CONTRACT ADDENDUM WITH FIREWORKS DISPLAYS UNLIMITED, LLC/FIREWORKS DISPLAYS UNLIMITED, INC. FOR THE CITY'S 2023 FOURTH OF JULY FIREWORKS DISPLAY IN AN AMOUNT NOT TO EXCEED \$20,000.00; WAIVING COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 4, 2023, the City of Miami Springs (the "City") will host a Fourth of July event and the City wishes to utilize Fireworks Displays Unlimited, LLC/Fireworks Displays Unlimited, Inc. (the "Contractor") to provide the fireworks display (the "Service") at the event, as the Contractor has successfully performed the Service for several years and the City is pleased with the Contractor's performance; and

WHEREAS, the City wishes to exempt the Service from the requirement of Section 31-11(C)(1)(B) of the City's Code of Ordinances (the "Code") to obtain three written price quotations and waive competitive bidding as it finds that it is in the best interest of the City to continue utilizing the Contractor for the Service, as the City has done for several years; and

WHEREAS, the City desires to enter into the Contract and Contract Addendum for the Service attached hereto as Exhibit "A" (the "Contract" and "Contract Addendum"); and

WHEREAS, the City Council approves and authorizes the City Manager to execute the Contract and Contract Addendum on behalf of the City and expend budgeted funds in an amount not to exceed \$20,000.00, and take any and all actions necessary to implement the provisions of this Resolution; 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 true and correct and are incorporated herein by this reference.

Section 2. Approval. The City Council hereby approves the Contract and Contract Addendum with the Contractor in substantially the form attached hereto as Exhibit "A."

Section 3. Waiver. The City Council hereby waives the requirement of Section 31-11(C)(1)(B) of the City’s Code to obtain three written price quotations and waives competitive bidding as it finds that it is in the best interest of the City to continue utilizing the Contractor for the Service.

Section 4. Authorization. The City Council hereby authorizes the City Manager to execute the Contract and Contract Addendum on behalf of the City in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form, substance, and legality, and to expend budgeted funds in an amount not to exceed \$20,000.00. The City Council hereby further authorizes the City Manager to take any action which is reasonably necessary to implement the purpose of this Resolution.

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

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

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

PASSED AND ADOPTED this 27th day of March, 2023.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

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

EXHIBIT A

**Contract and Contract Addendum
between
The City of Miami Springs
and
Fireworks Displays Unlimited, LLC,/Fireworks Displays Unlimited, Inc.
for July 4, 2023 Display**

**ADDENDUM TO CONTRACT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
FIREWORKS DISPLAYS UNLIMITED, LLC D/BA
FIREPOWER FIREWORKS DISPLAYS**

THIS ADDENDUM (this “Addendum”) is made effective as of the _____ day of _____, 2023 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City” or “Sponsor”), and **FIREWORKS DISPLAYS UNLIMITED, LLC D/BA FIREPOWER FIREWORKS DISPLAYS**, a Florida Limited Liability Corporation (hereinafter, the “Contractor”).

WHEREAS, the City and Contractor wish to enter into a contract for an 18-20 minute fireworks display to be conducted on July 4, 2023 at the City of Miami Springs Golf & Country Club located at 650 Curtiss Parkway, Miami Springs, Florida 33166 (the “Premises”), all as further set forth in the Contract dated _____, 2023, attached hereto as Exhibit “A” (the “Contract”); and

WHEREAS, the City and Contractor wish to add to and amend certain provisions of the Contract as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and Contractor desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Addendum and the terms and provisions of the Contract, the terms and provisions of this Addendum shall control.
3. **Contract Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
4. **Defined Terms.** All initial capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Contract.
5. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Addendum shall have the same force and effect as an original hereof.
6. **Amendment of Paragraph 11 of the Contract.** Paragraph 11 of the Contract is deleted in its entirety and replaced as follows

11. If the show is canceled before June 1, 2023, Sponsor is responsible for any permit,

firewatch, or barge/tug fees, truck/equipment rental fees, show design fees, material/equipment palletization, load in/load out expenses, and permit processing fees, if applicable, in an amount not to exceed \$615.00. If the show is stopped while in progress for any reason, Sponsor will be responsible for the contract amount minus the cost of material not discharged. In the event this contract is canceled after June 1, 2023, Sponsor will be penalized for cancellation in the amount of \$3,000.

7. **Force Majeure.** Neither party shall be considered in default in performance of its obligations hereunder to the extent that the performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion/civil unrest, epidemic/pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated herein is beyond the control and without the fault or negligence of the party seeking relief under this provision.
8. **Notices.** The City and Contractor agree that the names and addresses for any notices required by the Contract shall be addressed to the names and addresses listed on the signature page of this Addendum or such other address as the party may have designated by proper notice from time to time.
9. **Indemnification.**
 - 9.1. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.
 - 9.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.
 - 9.3. The provisions of this section shall survive termination of this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

CONTRACTOR

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____

Name: _____

Attest:

Title: _____

Entity: FIREWORKS DISPLAYS UNLIMITED,
LLC

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:

Fireworks Displays Unlimited, LLC
Attn: Gary Steven Avins, Manager
26451 SW 173rd Place
Homestead, FL 33031
305-258-8820 (telephone)
info@firepowerdisplays.com (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

Fireworks Displays Unlimited, LLC
Gary Steven Avins, Registered Agent
14240 SW 256th Street
Princeton, FL 33032
305-258-8820 (telephone)
ally@firepowerdisplays.com (email)



CONTRACT FOR FIREWORKS

FIREWORKS DISPLAYS UNLIMITED, LLC d.b.a.
FIREPOWER FIREWORKS DISPLAYS
SPECTACULAR CUSTOM FIREWORKS DISPLAYS
FOR ANY OCCASION!

Sponsor (Legal Name) :	Day of Event Contact Cell # :
Contact Person :	Alternative Contact Cell # :
Date of Display :	Sponsor's Address :
Location of Display :	
Shoot Time :	
Duration :	
Contract Price :	
Deposit Required :	
Event Type/Notes :	

We the undersigned, being interested in a fireworks display for _____ agree to pay a price of _____ for the display agreed upon, which will be furnished by Firepower Fireworks Displays.

The undersigned, intending to be legally bound, agree as follows:

- Sponsor to make a deposit payment of 50% of the contact price upon signing of contract, but no later than 30 days prior to display. Remaining balance due 3 days prior to event/firework display date, unless arrangements to have a check on site has been made.
- In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1-1/2% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Firepower Fireworks Displays reasonable attorney fees and court costs in the event Firepower Fireworks Displays shall commence suit or incur fees to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained.
- SPONSOR'S AGENT: _____ be designated as sponsor's agent to whom all questions and inquiries shall relay all questions and inquiries. Sponsor's agent shall be the only agent of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of the sponsor.
- If event is on land, sponsor to furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Firepower Fireworks Displays advises that it is no longer necessary. Firepower Fireworks Displays is not responsible for clean-up of land-based shows other than company equipment, supplies and packing materials. A land based fireworks show produces debris. Sponsor shall be responsible for the clean-up of any such debris.

5. If event is over water, Firepower Fireworks Displays will be responsible for marine permit (Coast Guard), and for control of safety zone (Marine Police) where applicable.
6. Firepower Fireworks Displays reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
7. Firepower Fireworks Displays will furnish all applicable licenses, permits (does not include special event permit), and pyrotechnics for your electronically fired display. We will also furnish a certificate of insurance. All individuals/entities listed on the certificate of insurance as an additional insured will be deemed an additional insured per this contract.
8. **NOTE:** In accordance with local regulations and ordinances, fireworks displays shall not take place later than 11:00 pm unless approval is obtained from the governing authority, some weekday ordinances are at 9:30pm. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays where the ordinance is not active. If for some reason, shoot time does not occur before the allotted time and shoot is canceled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
9. Hold harmless Firepower Fireworks Displays from any claims that do not directly relate to damages produced by its staff, equipment or pyrotechnic material.
10. **CREDITS:** As a material inducement to Firepower Fireworks Displays, agreeing to enter into this agreement, Sponsor shall give Firepower Fireworks Displays program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise. Firepower Fireworks Displays has authorization to post photos/videos of the firework display provided to Sponsor on social media (ie. Facebook, YouTube, Company Website, etc)
11. If show is canceled, Sponsor is responsible for any permit, fire watch or barge/tug fees, truck/equipment rental fees, if applicable. Additionally, sponsor will be responsible for show design fees, material/equipment palletization, load in/ load out expenses, and permit processing fees.
If show is stopped while in progress for any reason, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
NOTE: 4th of July contracts that are canceled after May 1st and New Years contracts that are canceled after October 1st will be penalized additionally for cancellation in the amount of \$3,000.
12. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather or if wind exceeds 20 miles per hour (ocean/barge displays may be canceled at less than 20 miles per hour), fireworks display will be postponed to an agreed date between sponsor and Firepower Fireworks Displays or canceled if a rain date is not possible. Postponement fees may include additional travel expense, permit fees, logistic expenses. Such fees are due at time of postponement. (Cancellation fees are listed on Line 11). Otherwise, Firepower Fireworks Displays will allow time to pass for inclement weather to subside, not to exceed applicable ordinance time.
13. **IMPORTANT NOTE:** Items listed in this proposal assume a firing area that conforms to NFPA Code 1123-1995, which states that there must be at least 70 feet per inch of shell diameter between firing site and any spectators, cars or buildings. This program requires a safety zone that has a radius of _____ feet because of the inclusion of _____ shells. Adjustments will be made to the content of this program if necessary to conform to NFPA 1123-1995.
14. **Firepower Fireworks Displays** is **ONLY** responsible for permits pertaining to fireworks, such as a fireworks permit through the local Fire Department and/or City, Coast Guard Permits and hiring of a Fire Inspector and/or Off Duty Police, when required. **Firepower Fireworks Displays is not responsible for any other types of permits such as a special event permit.** Sponsor must make sure any other required permits are submitted.
15. Sponsor is responsible for notifying neighborhood residents/venue of firework display, if applicable.

_____ Date

_____ Sponsor

Allyson Acosta

Firepower Fireworks Displays
Allyson Acosta, Director



ASSORTED MINES, ASSORTED COLOR, PEONIES & CHRYSANTHEMUMS – bursts resembling a round and weeping flower pattern, **WHISTLES** – a break of color, followed by whistles, **SCREAMING DRAGONS** – a break of bright magnesium colors followed by loud screaming whistle, **GOLD FLITTER, SILVER OR GLITTER CROSSETTES** - exploding comets crackling into crisscrossing effects, **FANCY STAR SHELLS** – Assorted brilliant colors in various patterns, **SPIDERWEBS** – long hanging fine webs of gold or silver, **TOURBILLIONS** – titanium silver spinning effects, **RINGSHELLS** – assorted ring patterns of different colors of one, two, three or five different colors, **GOLDEN, SILVER, GLITTERING OR CRACKLING PALM TREES** – a palm tree image with trunk-like different forms, **ASSORTED TWO** and **THREE COLOR CHANGING CHRYSANTHEMUMS & PEONIES** – two or three distinct color changes that resemble a round and weeping flower pattern, **STROBES** – a variety of bright twinkling shells, **ASSORTED COLOR BROCADES** – a dense golden, silver or assorted color effect ending at the tips with an umbrella-like canopy cascading and falling low, **MULTI-BREAK SALUTE SHELLS** – a variety of salute effects that incorporate multiple powerful reports into the display, **ASSORTED COMETS**, bright luminous thick tail with comet-like appearance with various colors, **ASSORTED TIGERTAILS**, similar to comets, **ASSORTED MINES**, projects various types of effect and colored stars that are launched and ignited at a low altitude, **TITANIUM SALUTES** – these shells explode into a burst of brilliant white lights and booming reports, **ASSORTED COLOR & CRACKLING EFFECTS** – assorted color peonies and chrysanthemums with crackling effects, **WILLOWS** - very fine lines with an umbrella like effect cascading slowly, ETC.

SHELL COUNT

	OPENING	BODY	FINALE	TOTAL SHELLS
2"				
2.5"				
3"				
4"				
5"				
6"				
7"				
8"				
CAKES				
STAGE/THEATRICAL				
MODULES				



AGENDA MEMORANDUM

Meeting Date: March 27th, 2023

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

Via: William Alonso, City Manager/ Finance Director

From: Tammy Romero, Assistant City Manager

Subject: Authorize the Direct Purchase of the Hook Square Pump Replacement

RECOMMENDATION: Recommendation by Staff that Council approve a purchase with Miami Dade Pump and Supply (d/b/a Miami Pump and Supply Company or d/b/a Central Florida Pump), in an amount not to exceed \$62,011.42, for the direct purchase of the Hook Square pump replacement after obtaining four (4) written quotes pursuant to Section §31.11 (C)(2) of the City Code. Funding for this purchase will be made available through the State Appropriation for Statewide Surface Restoration and Wastewater grant where we were awarded \$750,000.00.

DISCUSSION: On November 14th, 2022, Council approved the State Appropriation grant award which provided the City with the funds, in the amount of \$750,000.00, to replace the old and failing stormwater pump at 25 Hook Square near the outgoing bridge, along with other improvements needed for the pump house station. This pump station currently provides flood control to local residents and businesses located in the immediate area, as well as along South Royal Poinciana Blvd. The existing pump is performing below capacity and parts have become obsolete for the pump due to its age from the 1930's. The new pump will help ensure that the City's stormwater system remains capable of mitigating flooding and will also improve stormwater runoff water quality that is discharged into the C-6 canal.

City staff, along with our engineer of record Jose Lopez from B&A, met with several suppliers in the field and each one was given the opportunity to look at the existing pump house setup. Four (4) companies provided a quote for the pump replacement as follows: Barney's Pumps, Inc. for \$93,817.00; Miami Dade Pump and Supply for \$62,011.42; PSI Technologies, Inc. for \$ 74,900.00; and Southeastern Pump for \$71,235.00.

Under the authority of the City Manager, after having obtained a minimum of three (3) quotes, the City's intent is to direct purchase the pump with Miami Dade Pump and Supply, which currently has a 25-week lead time for delivery and while we wait for delivery, staff will prepare an RFP for hiring a contractor to provide the installation of the pump, in addition to providing some improvements to the pump house station. These improvements include upgrading the electrical controls, installing pump discharge and bypass piping, restoration of the existing buildings headwalls, flooring, and new roof, as well as refurbishing of bar screens (for manatee protection) including an outflow with flap-gate and rip rap bank stabilization at the outfall into the C-6 canal. This contractor award will come back before Council sometime in August 2023.

FISCAL IMPACT: None, as funds will be refunded on a cost reimbursement basis with no cost sharing requirement from the City.

QUOTATION



Barney's Pumps Inc.
 PO Box 3529
 Lakeland, FL 33802
 (954) 346-0669
 Coral Springs

QUOTE NUMBER	
1010372	
QUOTE DATE	Page
2/16/2023	1 of 1

Quote Expires On: 03/18/2023

Quoted by: CSBARRY

Bill To:

City of Miami Springs
 201 Westward Drive
 Miami Springs, FL 33166
 305-805-5000

Ship To:

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

Requested By: Accounts Payable

Customer ID: 13981

Destination Country:

PO Number	Terms	Freight Code	Job Name
	Net 30	Freight Allowed	Hook Square replacement (std elbow)

Quantities					Item ID Item Description	Unit Price	Extended Price	
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
1	0	1	EA		SELLPRICE	EA	93,817.0000	93,817.00
			1.0		Total Sell Price	1.0		
					Fairbanks Nijhuis 20" 8211UE replacement pump for existing PM 7068. Includes USEM 40 HP 3/60/230-460V 900 rpm 365VP VSS WP1 motor and flanged adjustable spacer coupling. Standard 3-segment discharge elbow.			

Total Lines: 1

SUB-TOTAL: 93,817.00
TAX: 0.00

AMOUNT DUE: 93,817.00

U.S. Dollars

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit <https://www.barneypumps.com/legal.html>

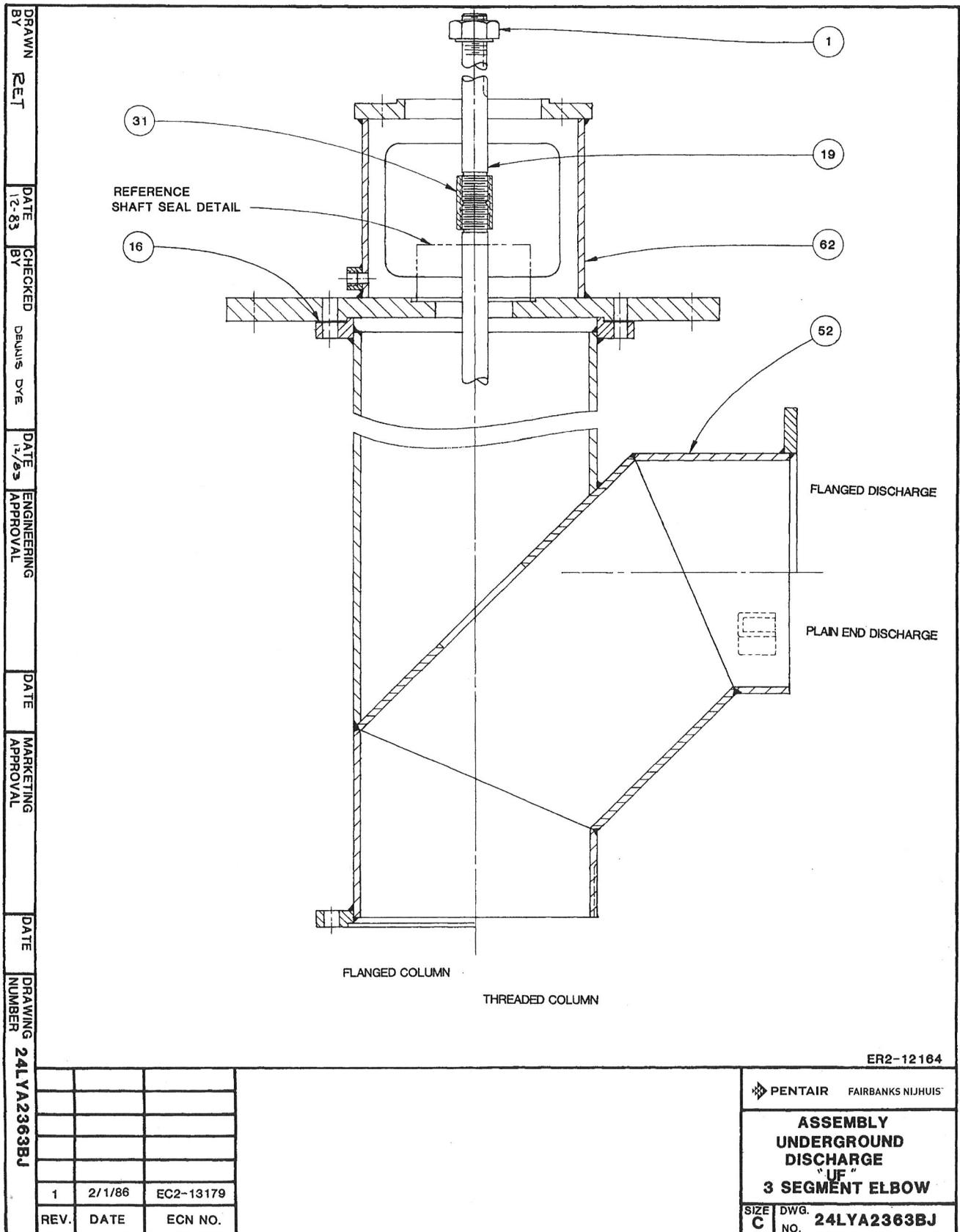
All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

PRINT NAME

SIGNATURE

DATE



DRAWN BY **RET**
DATE **12-83**
CHECKED BY
DESIGN DYC
DATE **12/83**
ENGINEERING APPROVAL
DATE
MARKETING APPROVAL
DATE
DRAWING NUMBER **24LYA2363BJ**



PSI Technologies Inc

3520 Investment Lane Unit #3

Riviera Beach, Florida 33404

Phone: 561-660-0022 Email: brian@psi-techinc.com

Quotation

Company: City of Miami Springs
Contact: Zuzell Murguido
Street: 201 Westward Dr
CSZ: Miami Springs Fl
Phone:
Email:

Date: 02.09.23
Quote#: ED02093A
Quote Valid: 45 Days
Terms: NET 30
Shipping: Included
Prepared By: Eric

Quantity	Description	Unit Price	Total Price
	Fairbanks Storm Water Replacement Pump w/ MWI Pumps		
1	NW318X20 MWI Vertical Pump rated for 9,500 GPM @ 10ft	\$72,000.00	\$72,000.00
	Complerte with mounting deck, bar rack on intake, 316SS		
	Impeller and runner ring. Pump to be blasted, prepped, & epoxy coated.		
	Supplied w/ 40hp VHS Motor, 900rpm, 460V, 3phase		
	- Includes 110V space heaters		
1	1 Day of Start Up Services & Commissioning	\$2,250.00	\$2,250.00
	Pumps 100% Made in USA, Locally in Deerfeild Beach, Fl		
	Recommended to Visit the facility at any time		
	Delivery: Estimated 28-30 Weeks		
	Can possibly make the Sept requirement with a quick turn around of submittal review		
	This Quotation Does NOT Include installations services		
	Installation serviced can be provided if needed - Seperately		
1	Freight to job site	\$650.00	\$650.00

Total \$74,900.00

MIAMI DADE PUMP AND SUPPLY

D/B/A MIAMI PUMP AND SUPPLY COMPANY
 D/B/A CENTRAL FLORIDA PUMP
 7870 NW 62nd St
 MIAMI, FL. 33166
 T: 305-751-3535 F: 305-756-0239
 INFO@MIAMIPUMPANDSUPPLY.COM



PROPOSAL

Date	Proposal #
2/22/2023	022223-MF11

Customer
CITY OF MIAMI SPRINGS - GOV. ZUZELL E. MURGUIDO 201 WESTWARD DRIVE MIAMI, FL 33166

Ship To
HOOK SQUARE PUMP

**SALES AND SERVICE OF PUMPING EQUIPMENT AND ACCESSORIES
 24/7 EMERGENCY SERVICE AVAILABLE**

RFQ	EST. DELIVERY TIME	Terms	Rep	FOB
FAIRBANKS REPLACEMENT	24 WEEKS	PREPAID	MF	MIAMI PUMP

Item	Description	Qty	Sales Price	Total
MISC	** REPALCEMENT TO EXISTING FAIRBANKS PUMP PM7068 ** NATIONAL PUMP MODEL #20-LL20P PROPELLER PUMP, FOR 10,000 GPM @ 10' TDH @ 880 RPM, WATER LUBRICATED, STANDARD CONSTRUCTION MATERIALS AND ADJ. MOTOR/PUMP SHAFT COUPLING. 40 HP NIDEC MOTOR, VSS, 900 RPM, 3/60/460V, 365VP FRAME, TYPE RV14, WPI, PRE. EFF., INV DUTY, 1.15SF., 16.50" BD & 120V HEATER.	1	58,511.42	58,511.42
SHIPPING INBO...	INBOUND SHIPPING FOB JOB SITE.		3,500.00	3,500.00
	** PRODUCT WARRANTY: PRODUCTS ARE BACKED BY A 1 YEAR MANUFACTURERS WARRANTY AGAINST DEFECTS IN MANUFACTURING AND QUALITY. ** MANUFACTURED IN THE US. PARTS ARE AVAILABLE UPON REQUEST. ** 50% DEPOSIT IS REQUIRED AT TIME OF ACCEPTANCE, BALANCE DUE UPON COMPLETION. ** INSTALLATION TO BE DISCUSSED AND QUOTED WITH CONTRACTOR AFTER NEW PLANS ARE APPROVED AND WE HAVE REVIEWED THEM.			

Thank you for your inquiry!
 Mavis Falcon

 Signature

Subtotal	\$62,011.42
Sales Tax (0.0%)	\$0.00
Total	\$62,011.42

Payment Method:
 Checks No Charge
 Credit Card + 3% / Wire Transfers..... \$25.00

- Proposal is valid for 30 days on service & repairs. Pricing on manufactured pumps, motor, parts etc. are valid for 7 days, exemptions to be taken based on supply chain price increases.
- All items are subject to a minimum 20% restocking fee. Some manufacturer's fees may vary.
- All custom items fabricated to order are non-returnable and non-refundable. Proposal must be signed & dated in order to place custom orders, or with the issuance of purchase order.
- New product warranty as provided by manufacturer, policies available upon request.
- Service parts warranty is 1 year against defects in quality and workmanship, does not include service labor to complete repair.
- Service labor warranty is 90 days from date of invoice against defects in workmanship.
- All warranties are subject to a review process prior to warranties being issued.



February 21, 2023

City of Miami Springs - Procurement Dept.
201 Westward Drive
Miami Springs, FL 33166

Attention: Ms. Zuzell Murguido
Subject: **HOOK SQUARE STATION – VERTICAL TURBINE PUMP REPLACEMENT**

Thank you for the opportunity to supply the pump and motor assembly for your pump replacement as described. We are pleased to offer the following Wolf/Zoeller VTP Pump with TEFC Motor. Pricing is as follows:

Complete Fan Assembly

- One (1) ZEP Water Lubricated Short Coupled Pump, Model 20PO-1A, 1-Stage, Fabricated Steel Construction with Bronze Impellers, Bronze Bowl Bearings, Product Lube, Type 416 Stainless Steel Shaft and Couplings, Fabricated Steel Discharge Head (20-inch Flanged Outlet), Packed Stuffing Box, includes Head Shaft, Adjusting Nut, Gib Key and Locking Screw. Includes Anti-Vortex Clip on Strainer. 9.5 ft. Overall Length. Rated 9500 GPM @ 10ft. TDH @ 880rpm.
- One (1) GE XSD Ultra Vertical Motor, 40 HP, 900rpm, 460 Volt, 3-Phase, 60HZ TEFC Vertical Solid Shaft, Inverter Duty Rated, complete with Aegis Grounding Rings. Motor is P-Base fit to pump discharge head.

PRICE: \$ 71,235.00 plus tax, delivered

Allow 8-10 weeks for delivery.
Price is valid for 30 days
Payment terms subject to account status

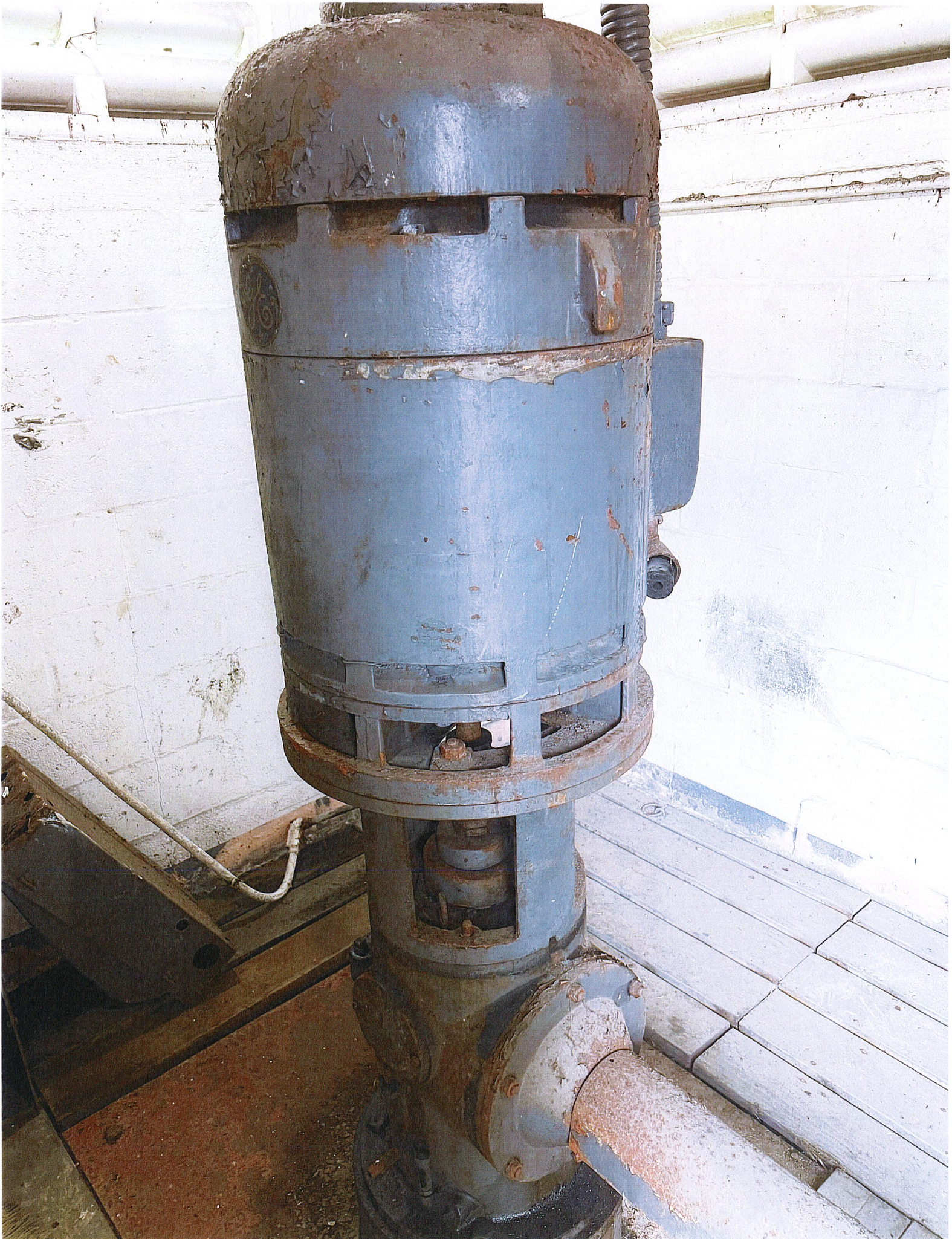
Please contact us with any questions, or if we may receive your valued order.

Sincerely,

Approved and Accepted for Purchase

Carolina Hernandez - Carstens

Name	Date
------	------



RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS ADOPTING A REVISED CITY EMPLOYEE PAY PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 34-19 of the City of Miami Springs (the “City”) Code of Ordinances (the “Code”) provides that the City shall maintain a pay plan for all full-time civil service and non-civil service employees of the City who are not subject to the provisions of a collective bargaining agreement (the “Pay Plan”); and

WHEREAS, in light of changing market conditions, the City Council desires to amend the Pay Plan as set forth in Exhibit “A,” attached hereto and incorporated herein; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the employees 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 amended Pay Plan attached hereto as Exhibit “A” is hereby approved and adopted for the Fiscal Year of 2022-2023, effective March 28, 2023.

Section 3. Implementation. That the City Manager is authorized to take any action that is reasonably necessary to implement the purpose of this Resolution.

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 George Lob	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____

Mayor Maria Puente Mitchell _____

PASSED AND ADOPTED this 27th day of March 2023.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

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

POSITION CLASSIFICATION AND PAY PLAN
FISCAL YEAR 2022-23
CIVIL SERVICE/NON CIVIL SERVICE EMPLOYEES

EXHIBIT A

POSITION	PAY GRADE	FY2022-23		CHANGE	
		PAY RANGE			
		MINIMUM	MAXIMUM		
PRO SHOP CASHIER	7	22,880	32,448		
PRO SHOP CLERK	8	27,720	41,100		
MAINTENANCE WORKER I	8	27,720	41,100		
CLERICAL ASSISTANT	9	28,468	42,213		
REFUSE COLLECTOR	10	29,177	44,995		
MAINTENANCE WORKER II	11	29,978	48,105		
REFUSE TRUCK DRIVER	13	31,419	50,467		
GOLF MAINTENANCE WORKER	13	31,419	50,467		
GYM INSTRUCTOR	13	31,419	50,467		
RECREATION MAINTENANCE WORKER	13	31,419	50,467		
ADMINISTRATIVE ASSISTANT I	15	33,013	50,915		
BUILDING SPECIALIST I	15	33,013	50,915		
MATERIALS MANAGEMENT CLERK	15	33,013	50,915		
POLICE ADMINISTRATIVE SPECIALIST I	15	33,013	50,915		
RECREATION SPECIALIST	15	33,013	50,915		
HEAD LIFEGUARD	15	33,013	50,915		
AQUATIC SPECIALIST	15	33,013	50,915		
SPECIAL EVENTS/PROGRAM SPECIALIST	15	33,013	50,915		
HEAVY EQUIPMENT OPERATOR	15	33,013	50,915		
ACCOUNTING SPECIALIST I	16	33,833	52,189		
BUILDING MAINTENANCE TECHNICIAN	16	33,833	52,189		
PUBLIC PROPERTIES FOREMAN	19	36,441	60,222		
STREETS FOREMAN	19	36,441	60,222		
AUTOMATED EQUIPMENT OPERATOR	19	36,441	60,222		
BUILDING MAINTENANCE SPECIALIST	22	39,240	58,190		
ADMINISTRATIVE ASSISTANT II	22	39,240	58,190		
ACCOUNTING SPECIALIST II	22	39,240	58,190		
ASSISTANT SENIOR CENTER MANAGER	22	39,240	58,190		
BUILDING SPECIALIST II	22	39,240	58,190		
ASSISTANT TO THE CITY CLERK	22	39,240	58,190		
PROCUREMENT SPECIALIST	22	39,240	58,190		
POLICE DISPATCHER-TRAINEE	23	40,164	60,246		
RECREATION COORDINATOR	24	41,230	61,970		
AQUATIC COORDINATOR	24	41,230	61,970		
BUILDING SPECIALIST III	24	41,230	61,970		
RECREATION MAINTENANCE SUPERVISOR	24	41,230	61,970		
POLICE ADMINISTRATIVE SPECIALIST II	24	41,230	61,970		
ADMINISTRATIVE ASSISTANT III	24	41,230	61,970		
GOLF MAINTENANCE MECHANIC	24	41,230	61,970		
SANITATION FOREMAN	24A	41,230	66,618		
ADMINISTRATIVE ASSISTANT TO THE CHIEF OF POLICE	25	42,270	63,417		
PRO SHOP/OUTSIDE SERVICES MANAGER	25	42,270	63,417		
GOLF MAINTENANCE SUPERVISOR/FOREMAN	25	42,270	63,417		
POLICE DISPATCHER I	25	42,270	63,417		
ACCOUNTING SPECIALIST III	26	44,384	66,588		
HUMAN RESOURCES SPECIALIST II	26	44,384	66,588		
ATHLETIC SUPERVISOR	26	44,384	66,588		
POLICE ADMINISTRATIVE SPECIALIST III	26	44,384	66,588		
POLICE DISPATCHER II	26	44,384	66,588		
CODE COMPLIANCE OFFICER	27	44,852	67,056		
POLICE COMMUNICATIONS SUPERVISOR	28	45,510	67,483		
AQUATIC SUPERVISOR	28	45,510	67,483		
* DEPUTY CITY CLERK	29	46,244	68,006		
PUBLIC INFO & PROF SERVICES SPECIALIST	29	46,244	68,006		
PUBLIC WORKS OPERATIONS MANAGER	31	50,794	75,902		
SPECIAL EVENTS/PROGRAMS SUPERVISOR	31	50,794	75,902		
* ASSISTANT IT MANAGER	31	50,794	75,902		
SENIOR PROCUREMENT OFFICER	34	54,236	79,066		
POLICE OFFICER- RECRUIT	37	56,829	84,281		
POLICE NETWORK ADMINISTRATOR	37	56,829	84,281		
* GRANT WRITER & PUBLIC INFORMATION SPECIALIST	37	56,829	84,281		
* SENIOR CENTER MANAGER	39	58,448	86,391		
* ASSISTANT PUBLIC WORKS DIRECTOR	40	60,001	88,983		
* CITY PLANNER	44	66,226	98,219		
* HUMAN RESOURCES DIRECTOR/RISK MANAGER	45	67,884	103,693		
* GOLF SUPERINTENDENT	45	67,884	103,693		
* CONTROLLER	46	77,863	113,215		
* INFORMATION TECHNOLOGY DIRECTOR	46	77,863	113,215		
* GOLF & COUNTRY CLUB DIRECTOR	49	86,626	115,500		
* RECREATION DIRECTOR	49	86,626	115,500		
* PUBLIC WORKS DIRECTOR	49	86,626	115,500		
* CITY CLERK	49	86,626	115,500		
* POLICE CAPTAIN	49P	104,712	145,292		
* FINANCE DIRECTOR	50	90,203	135,306	108,203	150,000
* ASSISTANT CITY MANAGER	50	90,203	135,306	108,203	150,000
* BUILDING OFFICIAL & CODE COMPLIANCE DIRECTOR	50A	90,203	136,672	108,203	150,000
* CHIEF OF POLICE	50P	111,153	159,011		
* NON CIVIL SERVICE					



AGENDA MEMORANDUM

Meeting Date: 3/27/2023

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

Via: William Alonso, City Manager/Fin. Director

From: Aeemed Jaime, Procurement Specialist

Subject: Capital Improvement and Equipment Acquisition Revenue Note

RECOMMENDATION: Recommendation by Finance- Professional Services that Council award City RFP #05-22/23 to SouthState Bank (Attachment A) the lowest responsive-responsible bidder and authorize the execution of Bank Financing For Capital Improvement Revenue Note for the City's Golf Course renovation, in the amount not to exceed \$3,800,000.00 at a fixed rate of 6.0%, for a fifteen (15) year loan for infrastructure improvements to the City's Golf Course which was budgeted in the FY22-23 budget, pursuant to Section §31.11 (E)(1) of the City Code.

DISCUSSION: On February 17th, 2023 the city advertised a Request for Proposal (RFP) for a Bank Financing for Capital Improvement Revenue Note for the City's Golf Course renovations. Twenty-five (25) banks/financial institutions were provided the RFP document in which they could respond to funding a fifteen (15) year fixed rate note. Although the City provided a copy of the RFP to all 25 banks, no proposals were received by the deadline. When the City inquired with the banks in regards to the lack of response, they indicated that they did not believe they would be able to offer a competitive rate, and that responding to the bid would require an extensive amount of their resources. Therefore, the City then cancelled the RFP and requested Term Sheets from banks used previously. As a result, we received Term Sheets from Amerant Bank, City National Bank of Florida, and SouthSate Bank.

<u>Bank</u>	<u>Interest Rate</u>
Amerant	5.85% (+2.5% To be fixed at closing)
City National	6.97%
SouthState Bank	6.00%

In reviewing the three (3) responses received, some key points that were considered were interest rate, bank counsel fees, and if there were pre-payment penalties. Amerant Bank had an interest rate of 5.85% plus a 2.5% to be fixed at closing for a fifteen (15) year note and also had Counsel Fees in the amount of \$12,500.00. City National Bank, had a variable fixed interest rate that changed every five (5) years using the 5-year treasury bill rate plus 325 basis points, and did have prepayment penalties and counsel fees that are detailed in Attachment B. Lastly, SouthState Bank had a fixed interest rate of 6% for a fifteen (15) year note and does have a prepayment penalty that is outlined in Attachment B, they also have Counsel fees that are said not to exceed the amount of \$9,500.00.

After careful review, City Staff determined it was in the best interest to award this RFP to SouthState Bank, with an interest rate of 6%, with respective prepayment penalties and Counsel Fees to be incurred by the City, with the lowest total interest rate plus fees to be paid during the fifteen (15) year term of the loan.

FISCAL IMPACT: The annual debt service for the fifteen (15) year note will be approx. \$380,000 annually.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE PREPARATION OF DOCUMENTS FOR THE ISSUANCE OF A TAXABLE CAPITAL IMPROVEMENT REVENUE NOTE WITH SOUTHSTATE BANK IN AN AMOUNT NOT TO EXCEED \$3,800,000.00 AT A FIXED RATE OF 6.0% FOR UP TO 15 YEARS FOR THE MIAMI SPRINGS GOLF & COUNTRY CLUB GOLF COURSE REVITALIZATION PROJECT; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 16, 2023, the City of Miami Springs (the “City”) issued Request for Proposals No. 05-22/23 “Bank Financing for Capital Improvement Revenue Note” (the “RFP”) to obtain proposals for financing the Miami Springs Golf & Country Club Golf Course Revitalization Project (the “Project”); and

WHEREAS, the Project has been designed to: address improvements to the putting greens to United States Golf Association (USGA) recommendations; create chipping greens; design short courses between the practice range and #10; create additional tees; improve playability to encourage more women, children, seniors, and families; improve bunkers; reshape some of the fairways; re-grass; and add landscape design features throughout the entire course; and

WHEREAS, although 25 banks and financial institutions were provided a copy of the RFP, no proposals were received by the deadline and the City cancelled the RFP; and

WHEREAS, the City then requested and received proposals from Amerant Bank, N.A., City National Bank of Florida, and SouthState Bank; and

WHEREAS, upon review of the proposals, the City Manager determined that SouthState Bank’s (the “Lender”) proposal was in the best interest of the City; and

WHEREAS, the Lender’s proposal (the “Proposal”) is attached hereto as Exhibit “A”; and

WHEREAS, the City Manager recommends that the City authorize the preparation of documents, including a subsequent resolution setting forth the details of a taxable

Capital Improvement Revenue Note in an amount not to exceed \$3,800,000 (the "Note"), to finance the Project with the Lender; 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. Authorization. Upon the recommendation from the City Manager, the City Manager and the City Attorney are authorized to negotiate the final terms of a Note with the Lender, which shall be set forth and presented to Council in a subsequent resolution (the "Note Resolution"). The City Attorney is hereby authorized to draft documents and to do all other things necessary to accomplish the issuance and sale of the Note. This selection, in and of itself, does not vest Lender with any rights, absent entering into an agreement with the City or agreeing to the terms of the Note set forth in a subsequent resolution of Council.

Section 3. Implementation. The City Council hereby authorizes the City Manager to take any action which is reasonably necessary to implement the purpose of this Resolution.

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 George Lob
Councilman Bob Best
Councilwoman Jacky Bravo
Councilman Dr. Walter Fajet
Mayor Maria Puente Mitchell

PASSED AND ADOPTED this 27th day of March, 2023.

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

EXHIBIT "A"

COPY OF LENDER'S PROPOSAL



NON-BINDING PROPOSAL

March 21, 2023

The City of Miami Springs, Florida
100 Civic Court
Homestead, FL 33030

SouthState Bank ("the Bank") is pleased to have the opportunity to consider your loan request on behalf of The City of Miami Springs, Florida. This letter is a Non-Binding Proposal.

- Borrower:** The City of Miami Springs, Florida (the "City" or "Borrower")
- Purpose:** Capital Improvements to the City's Golf Course
- Amount and Type:** Estimated to not exceed \$3,800,000.00. The loan is anticipated to close by April 21, 2023 and will be taxable.
- Collateral:** The Loan will be secured by the City's covenant to budget and appropriate from legally available non-ad valorem revenues.
- Maturity Date:** April 21, 2038
- Interest Rate:** The interest rate shall be a taxable rate of **6.0%** for the term of the loan provided the loan is closed by April 21, 2023 (calculated on the basis of a 30-day month and 360-day year).
- Repayment Terms:** Interest payment frequency is semi-annually to be mutually agreed upon by the Bank and Borrower. Final payment schedule to be provided by Borrower and will be subject to the Bank's satisfactory review.
- Prepayment Penalty:** If all or a portion of the 2023 Note is redeemed within the first five years from the delivery date, there shall be a prepayment fee of 1.0% of the amount being prepaid. There shall be no prepayment fee after year 5. All partial prepayments shall be applied in inverse order of maturity, treating amortization installments as maturities.
- Late Fees:** Bank may, at its option collect from the Borrower a late charge of five percent (5.00%) of any payment not received by Bank within ten (10) days after the payment is due.
- Event of Default:** Upon an event of default, the Bank may recover from the Borrower all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise. Borrower shall provide notice to the Bank with five Business Days of knowledge of an Event of Default or a default that the passage of time or giving of notice would be an Event of Default. Remedies shall include acceleration in the Event of Payment Default.
- Default Rate:** 3% above the current interest rate.



NON-BINDING PROPOSAL

- Bank Fees:** Bank fees including its Counsel review shall not exceed \$9,500. The Bank's Counsel will be Michael Wiener at Holland & Knight LLP.
- Warranties:** The Bank warrants to the City that it will comply with all applicable federal, state, and local laws, regulations, and orders in providing the services under the proposed documents.
- Covenants:**
 - 1.) Comprehensive annual financial report (CAFR) within 270 days of fiscal year end and the City Budget within 60 days of adoption shall be provided to the Bank by the Borrower.
 - 2.) Borrower shall provide such other financial information from time to time as is reasonably requested by the Bank.
 - 3.) Anti-Dilution Covenant to be mutually agreed upon by Bank and Borrower.
- Conditions:**
 - 1.) Formal approval and authorization from the City for the Loan.
 - 2.) Loan documents to be satisfactorily reviewed and approved by Bank's Counsel.

This Non-Binding Proposal is solely and exclusively intended to serve as a summary of potential credit facility terms and conditions as a basis for preliminary discussion purposes only and to demonstrate SouthState Bank's interest in reviewing your loan request and, subject to SouthState Bank's underwriting requirements, and submission of your request for approval. This proposal may not include all of the terms and provisions that may be contained in any binding commitment letter which may later be offered to you. No oral communications between the parties shall be deemed to supersede this Non-Binding Proposal or indicate any commitment to extend credit in any form.

We appreciate this opportunity to submit our proposal to The City of Miami Springs, Florida for consideration. If you have any questions, please do not hesitate to call me at 954.682.8781, or email at noel.daluise@southstatebank.com.

Sincerely,

03/21/2023

Noel M. Daluise / Senior Vice President

Date

Acceptance:

By accepting this Non-Binding Proposal you acknowledge and agree to the terms hereof, including without limitation the non-binding nature of this Proposal.

The City of Miami Springs
Authorized Signor

Date

Print Name: _____

GOLF FINANCING FOR RENOVATION

Financial Institution	Interest Rate	Term	Repayment Terms	Collateral	Loan Fees	Bank Fees	Prepayment Penalty	Other Conditions	Closing
SouthState	6% Fixed, Taxable Note	15 Years with semiannual payments	Borrower to provide payment schedule	CBA	None	Not to Exceed \$9500 for bond counsel	If prepaid within 4 years there is a 1% penalty, none after 5 years	N/A	Close by April 21,2023
City National	Varianle changes every 5 years using the 5 yr treasury bill rate plus 325 basis points	15 Years with semiannual payments	N/A	First lien on non-advalorem revenues	1% of loan amount or \$38,000 plus all out of pocket and bond counsel costs	See Loan Fees	Year one-3% Year 2-2% and Year 3-1%	Requires us to maintain a deposit aaccount with minimum balance of \$2 Million	No closing date specified
Amerant Bank	10 year SOFR Swap +2.5% to be fixed at closing current indicative rate 5.85%	15 Years with semiannual payments	N/A	assignment of non ad valorem assessments excluding ad valorem taxes	25 bps of loan amount \$9,500	Not to Exceed \$12,500 for bond counsel	Year 1-5% , Year 2-4%, Year 3-3%, Year 4-2% and Year 5-1%	I see a few concerning issues under Financial Covenants and Other Requirements, It seems some of these are geared for for profit entities. Also they are requiring no further encumbrances of the companys assets without bank approval???	No closing date specified