

REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

Vice Mayor Jacky Bravo Councilman Walter Fajet, Ph. D. Councilman Jorge Santin 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, December 11, 2023 – 7:00 p.m.
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 Walter Fajet
 Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business
- 4. Awards & Presentations:
- A) Police Promotion Ceremony from Sergeant to Lieutenant as presented by Police Chief Guzman
- B) Presentation by Dr. Ned Murray, Associate Director of the Jorge M. Perez Metropolitan Center at FIU Economic Development Overview
- C) Presentation by FDOT SR 953/NW 42 Ave, SR 948/NW 36 St, SR 25/US 27/Okeechobee Rd PD&E Study (Iron Triangle)
- D) Yard of the Month Award for December 2023 474 Falcon Avenue Esteban Hernandez
 - E) City Hall Lobby Artist of the Month December 2023 Mr. Fernando Jaramillo
- **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) November 13, 2023 – Regular Meeting

7. Reports from Boards & Commissions:

- A) Update from Recreation Commission Chair Fred Gonzalez
- 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 Purchase Of Automotive Parts And Repair Services For The City's Departmental Vehicles From Bachrodt Ft, LLC D/B/A Palmetto Ford Of Miami In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of Miami-Dade County Itq-01264-02 Pursuant To Section 31-11(E)(5) Of The City Code; 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 Purchase Of Automotive Parts And Repair Services For The City's Departmental Vehicles From Sunbelt Hydraulic & Equipment Inc. In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of City Of Miami Invitation For Bid (IFB) No. 708382 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; 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 Automotive Parts And Repair Services For The City's Departmental Vehicles From TPH Holdings LLC D/B/A The Part House In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of City Of Miami Invitation For Bid (IFB) No. 708382 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, Co-Designating The Portion Of Cross Street Between Westward Drive And Hibiscus Drive As "Carole Coons Way"; Providing For Authorization; And Providing For An Effective Date
- E) Resolution A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Toro Golf Course Maintenance Equipment And Irrigation Parts From Wesco Turf, Inc. D/B/A Hector Turf In An Amount Not To Exceed \$16,000; Providing For Authorization; And Providing For An Effective Date
- F) Resolution A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Second Amendment To A Pool Maintenance Services Agreement With Supreme Chemical And Pool Supply, Inc. In An Amount Not To Exceed \$33,500.00; Providing For Authorization; Providing For A Waiver Of Competitive Bidding; And Providing For An Effective Date

G) Resolution – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To The Professional Services Agreement With Greens Grade Services, Inc. For Golf Course Maintenance Labor Staffing Services; Providing For Authorization; And Providing For An Effective Date

10. Old Business: None.

11. New Business:

A) Ordinance – First Reading – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 150, "Zoning Code," Of The City's Code Of Ordinances To Update Accessory Structure And Swimming Pool Regulations; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

12. Other Business:

- A) Request by Girl Scout Troop 2564 for the Holiday Trolley Event, requesting to block off a portion of Park Street from Westward to Hibiscus (by the Woman's Club)
- B) Request by Councilman Fajet to discuss CGA's prioritization and timeline for the approved project that was to address code revision in the city's business areas
 - C) Request by Councilman Fajet for an update on the recent Parking Study
- D) Request by Councilman Vazquez for an update on the roadway improvements for East Drive and Oakwood Drive

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, December 11, 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 AND/OR PARTICIPATE IN THE MEETING

- ZOOM: Meeting ID 863-9512-4146
- 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 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



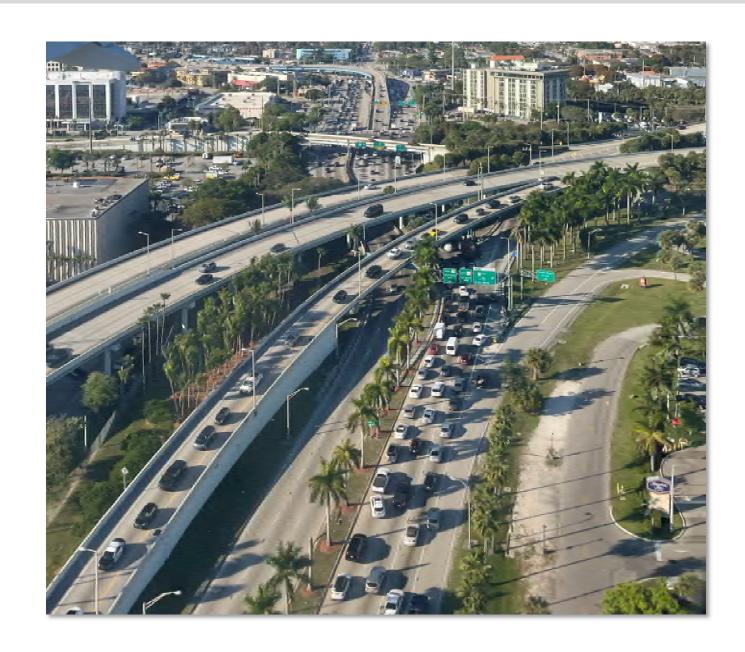
SR 953/NW 42nd Avenue – SR 948/NW 36th Street – SR 25/Okeechobee Road Iron Triangle Project Development and Environment (PD&E) Study

FPID No.: 438521-1-22-01 | ETDM No.: 14472

City of Miami Springs – Council Meeting

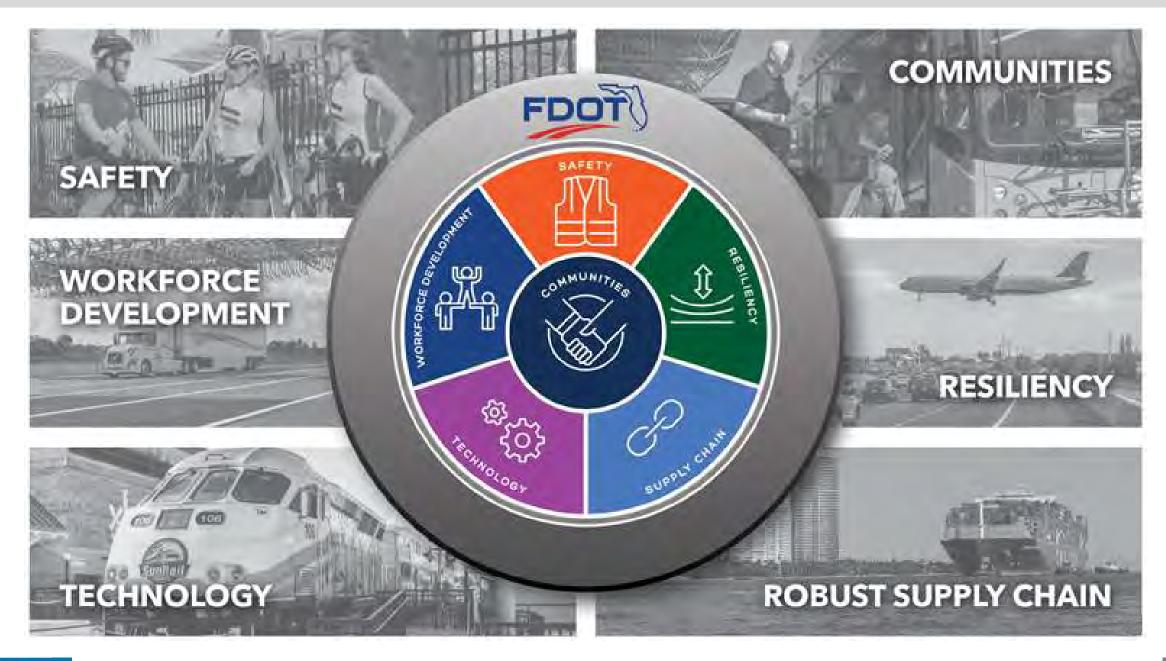
AGENDA

- Introductions
- Project Background
- Project Updates
- Schedule
- Questions
- Feedback and Concerns





PROJECT UPDATE

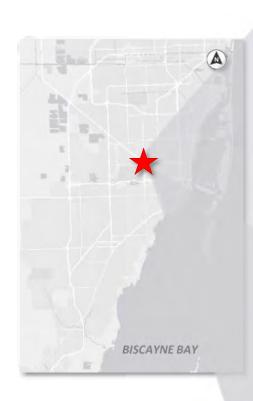


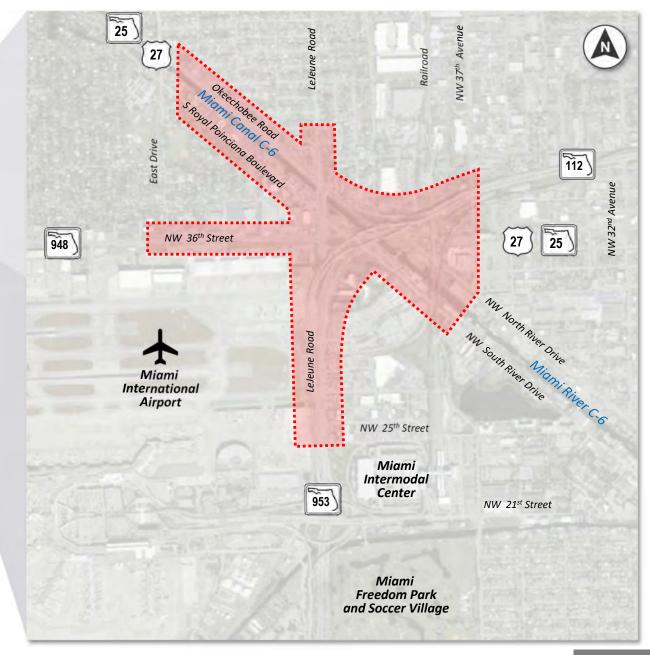


PROJECT UPDATE

Project Description

- Roadway Network:
 - o SR 953/NW 42nd Avenue/LeJeune Road
 - o SR 948/NW 36th Street
 - o SR 25/US 27/Okeechobee Road
 - SR 112/Airport Expressway
 - o NW North River Drive
 - NW South River Drive
 - S Royal Poinciana Boulevard
- Jurisdictions:
 - o Miami-Dade County
 - o City of Hialeah
 - City of Miami Springs
 - City of Miami
 - Village of Virginia Gardens
- Points of Interest and Major Generators:
 - o Miami International Airport
 - Miami Intermodal Center
 - o Miami MetroMover
 - o Tri-Rail Hialeah Market Station
 - o Florida East Coast Railway Hialeah Yard
 - o Miami Freedom Park and Soccer Village







Purpose & Need

Project Purpose

- Address operational deficiencies and improve capacity, relieve existing congestion and accommodate projected transportation demand within the Iron Triangle interchange area, specifically as it relates to SR 953/NW 42nd Avenue/LeJeune Road, SR 948/NW 36th Street, and SR 25/US 27/Okeechobee Road
- Improve safety conditions
- Enhance modal interrelationships

Project Need

- Capacity/Transportation Demand: Improve traffic operations/ capacity, alleviate existing congestion, and accommodate projected transportation demand
- **Safety:** Improve safety conditions
- Modal Interrelationship: Enhance multimodal activities













Project Background

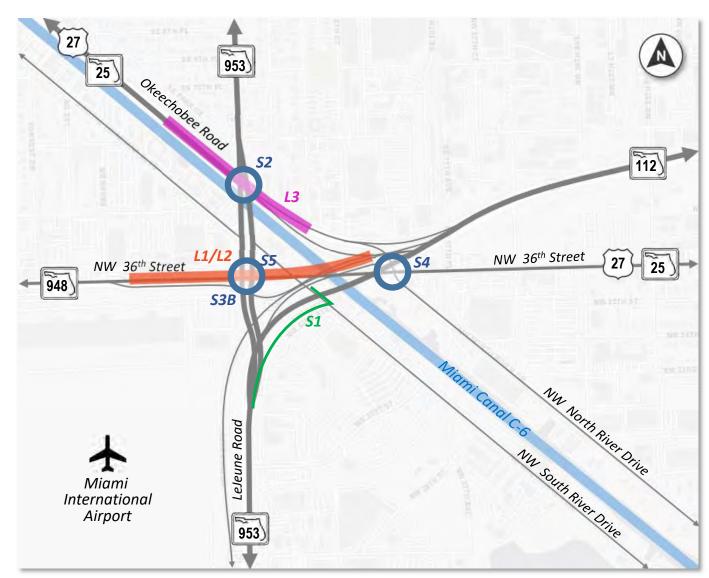
- 2015 FDOT's Listening Session Stakeholders Request
- Planning Study 2020 Iron Triangle Urban Interchange Planning Mobility Study Recommendations

Long-Term Improvements:

- Concept L1/L2: Extension of WB SR 112 to WB NW 36th Street over LeJeune Road, touching down in the median west of LeJeune Road
- Concept L3: Okeechobee Road overpass at LeJeune Road

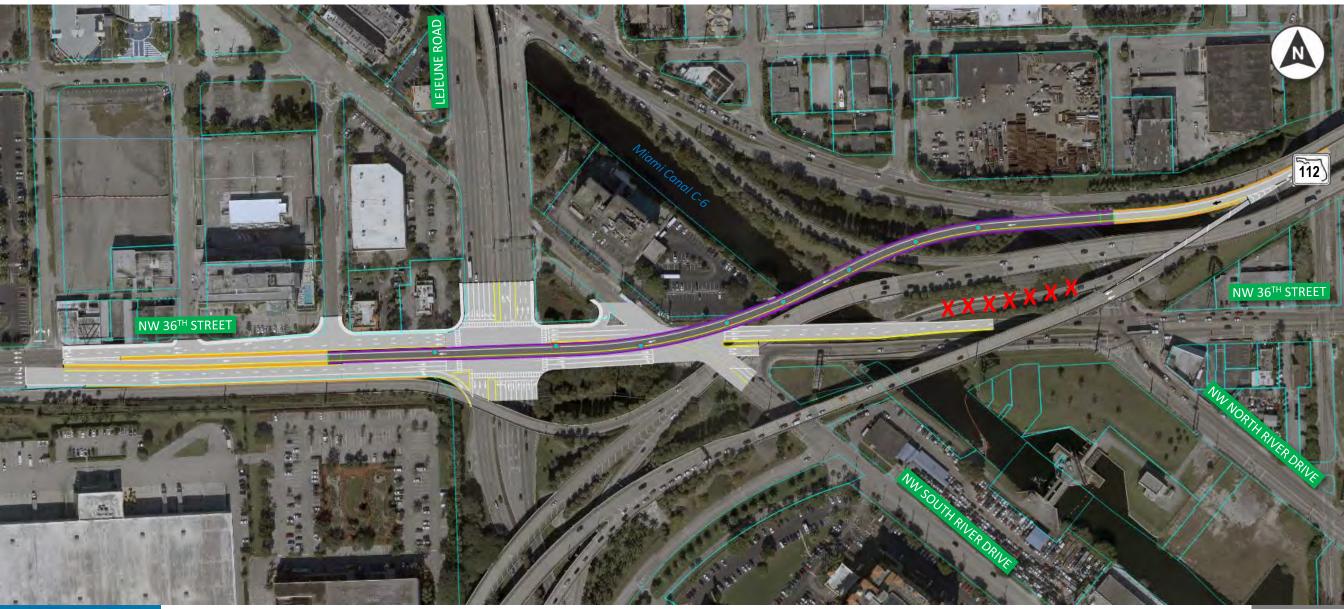
Short-Term Improvements:

- Concept S1: Provide a 6-foot sidewalk along LeJeune Road spur roadway and NW South River Drive and improve pedestrian railroad crossing
- Concept S2: LeJeune Road and Okeechobee Road intersection improvements
- Concept S3B: LeJeune Road and NW 36th Street intersection improvements
- Concept S4: NW North River Drive and NW 36th Street intersection improvements
- Concept S5: Partial Displaced Left Turn (DLT) at the LeJeune Road and NW 36th Street intersection





L1/L2: Extension of WB SR 112 to WB NW 36th Street over LeJeune Road – *Feasibility Study Concept*





PROJECT UPDATE

L3: Okeechobee Road overpass at LeJeune Road – Feasibility Study Concept





Traffic Operations

- Inadequate Capacity
 - 2050 No Build All intersections operate at LOS F
 - Queuing along SR 112 mainline
 - Miami Freedom Park and Soccer Village will generate additional 3,900 vph on a typical weekday, PM peak
 - Future congestion will increase without mitigation
- Truck Percentages 7% to 23%
- Additional Improvements are required to achieve acceptable LOS in design year (2050) and facilitate property access

The PD&E Study will refine the planning concept and develop additional improvements to help improve capacity, relieve congestion, and improve overall safety







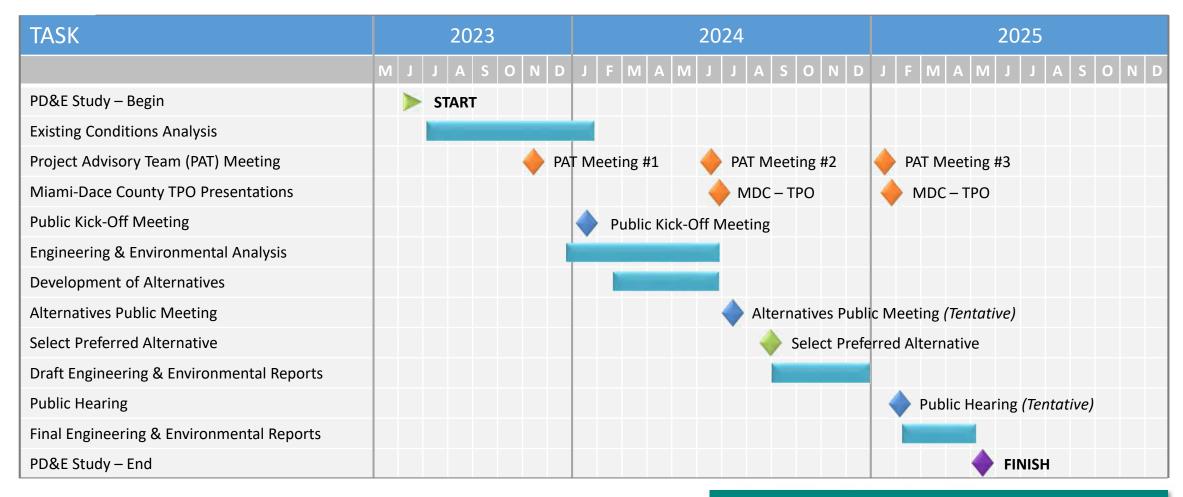


PROJECT UPDATE

PD&E Study Process PD&E STUDY BEGINS Survey PAT Meeting Data Collection • Existing Roadway Characteristics **Transportation Improvement Process** • Traffic Data Collection **Public Kick-Off Project introduction** Meeting and Public feedback **Existing Conditions** Safety Analysis **PLANNING** Roadway Analysis **Analysis** • Traffic Operations **Traffic Analysis PROJECT DEVELOPMENT &** • Interchange Access Request **ENVIRONMENT STUDY PUBLIC INVOLVEMENT** • Typical Section Analysis **Concept Development** Designs Concepts **FINAL DESIGN** PAT Meeting & ENGINEERING **Alternatives** Evaluation of Environmental Impacts **TPO Presentation** Alternatives Evaluation Matrix **Evaluation RIGHT-OF-WAY ACQUISITION Alternatives Public** Feedback on (IF NEEDED) Meeting proposed alternatives • Concept Refinements **Identify Preferred** • Incorporate Alternatives Workshop **Alternative** feedback into final recommendations CONSTRUCTION PAT Meeting **Technical Reports &** Draft reports to be reviewed by **TPO Presentation** FDOT-D6 prior to Public Display **Environmental Docs. MAINTENANCE Public Hearing** Recommendations Final reports submitted through Final Documentation SWEPT to be approved by FDOT-CO PD&E STUDY ENDS



Summary Schedule



Funding:

- PD&E Study (Fiscal Year 2023)
- Preliminary Engineering (Fiscal Year 2028)
- Construction (Partial Funding Fiscal Year 2032)



PROJECT UPDATE

Public Participation

- Public Meetings:
 - Public Kick-off Meeting:
 - o January 2024
 - Alternatives Public Workshop:
 - Summer 2024 (Tentative)
 - Public Hearing:
 - Spring 2025 (Tentative)
- Project Advisory Team Meetings
- Miami-Dade County TPO Presentations
- Submit Comments to:
 - Kira Leon, PE at kira.leon@dot.state.fl.us

Public comments and questions are welcomed at any time throughout the study.





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project on the social, economic, natural, physical, and cultural resources in the surrounding environment.



PUBLIC INVOLVEMENT

Public involvement is an extremely important part of a PD&E Study, to inform citizens about the project and provide interested persons an opportunity to be involved in the development of the project. The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by FDOT pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022, and executed by Federal Highway Administration and FDOT. FDOT encourages public participation without regard to race, color, national origin, age, sex, religion, disability, or family status. There will be several opportunities to participate in public meetings and individual stakeholder discussions.





Questions?

Feedback and Concerns



Contact Information

Kira Leon, PE

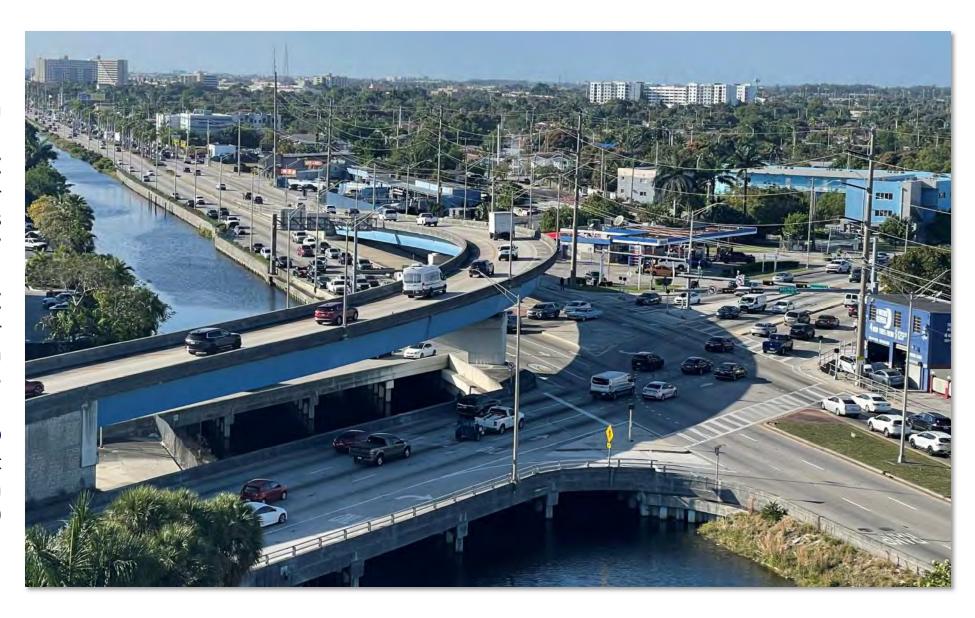
FDOT Project Manager kira.leon@dot.state.fl.us (305) 470-5207

Julieta Manso, PE

Consultant Project Manager JManso@hanson-inc.com (305) 428-4353

Dayana Sanjurjo

Community Outreach Specialist DSanjurjo@mrgmiami.com (305) 746-5829



Erika Gonzalez-Santamaria

From: Shannen M. Jaser

Sent: Tuesday, November 14, 2023 1:46 PM

Erika Gonzalez-Santamaria; Tammy Romero; JC Jimenez To: Artist of the Month for December: Fernando Jaramillo Subject:

Hi Erika,

I hope this email finds you well. For the month of December, I am pleased to announce that Fernando Jaramillo, a Miami Springs resident, will be our featured Artist of the Month. He will be joining us on Monday, December 11th, as I will be hosting a reception for him that evening to coincide with the council meeting.

Please find below the bio he shared with me about himself:

My name is Fernando Jaramillo and I was born and raised in Miami.

I have Colombian and Panamanian roots and at Design & Architecture Senior High I learned to appreciate Art and Design.

I graduated from the University of Florida in 2014 and moved back home shortly after.

I aspire to be a sponge and thanks to my environment and experiences I've been molded into the artist I am today.



Public Information and Professional Services Specialist

City of Miami Springs

Office Number : 305-805-5010

City Cell: 786-606-1282





City of Miami Springs, Florida

City Council Meeting
Regular Meeting Minutes
Monday, November 13, 2023 at 7:00 p.m.
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
In-Person/Virtual Council Meeting

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 Jacky Bravo
Councilman Jorge Santin
Councilman Walter Fajet, Ph.D.
Councilman Victor Vazquez. Ph.D.

City Manager JC Jimenez
Assistant City Manager Tammy Romero
City Clerk Erika Gonzalez-Santamaria
City Attorney Haydee Sera
City Attorney Roger Pou (via Zoom)
City Planner Alex David

2. Invocation: Offered by Mayor Maria Mitchell

Pledge of Allegiance: The audience led in the pledge.

- 3. Agenda / Order of Business:
- 4. Awards & Presentations:
 - A) Presentation by Police Chief Guzman Unit Citation Award for October 2023

Chief Guzman introduced the item to the Council and then turned it over to Lt. Perez. Lt. Perez further presented the Unit Citation Award to the unit of officers. Chief Guzman announced that Police Officer Quiroga will be receiving the Officer of the Month Award by the Chiefs Association in the next coming days. Mayor Mitchell and City Council recognized and thanked all of the officers for their hard work and support for the City.

B) Yard of the Month Award for November 2023 – 629 Pinecrest Drive – Sergio Guzman

Mayor Mitchell announced the Yard of the Month. Mr. Guzman was present to receive the award, he thanked the City Board and City Council for the recognition.

C) City Hall Lobby Artist of the Month – November 2023 – Seniors from the Adult Community Center exhibiting acrylic paintings; their art teacher is Pablo Contrisciani

Mayor Mitchell announced the City Hall Lobby Artist of the Month, Seniors from the Adult Community Center. Mayor Mitchell presented the Seniors with a certificate of recognition for their talent in artwork.

- 5. Open Forum: The following members of the public addressed the City Council: Frank Shonberger, 140 Morningside Drive; Jaime Petralanda; Carlos Lumpuy, 181 Hammond Drive.
- 6. Approval of Council Minutes:
 - A) October 23, 2023 Workshop
 - B) October 23, 2023 Regular Meeting

Councilman Fajet moved to approve the minutes of October 23, 2023 Workshop and Regular Meeting. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, 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 City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To A Ground Lease Agreement With MetroPCS, Florida, LLC, To Extend The Term Of Agreement And Increase The Base Rent; 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 A Land Lease Agreement And Memorandum Of Land Lease Agreement With CellCo Partnership D/B/A Verizon Wireless Relating To The Installation, Maintenance, And Operation Of Communications Equipment Upon The Property Located At 25 S Hook Square, Miami Springs, Florida 33166; Providing For Authorization; 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, Florida, Co-Designating The Portion Of East Drive Between LaBaron Drive And Oakwood Drive As "Yvonne Shonberger Way"; 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, Setting The City Council Meeting Schedule For The Period

Commencing January 2024 And Ending December 2024; Accommodating The Meetings To City Holidays; Providing For Conflicts; Providing For An Effective Date

- E) Resolution A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A State Appropriations Grant In The Amount Of \$150,000; Approving A Grant Agreement With The Florida Department Of Commerce Relating To The City's War Memorial Cenotaph Monument Project On Curtiss Parkway; Providing For Authorization; And Providing For An Effective Date
- F) Resolution A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing The City's 2024 Legislative Priorities And State Appropriation Requests; And Providing For An Effective Date
- G) Resolution A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying A First Amendment To Grant Agreement No. 22PLN51 With The Florida Department Of Environmental Protection (FDEP) Relating To The City's Vulnerability Assessment And Adaptation Action Plan; Providing For Implementation; And Providing For An Effective Date
- H) Resolution A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Gasoline And Diesel Fuel For The City's Vehicles From Pro Energy Fleet Fueling LLC In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of The Florida Department Of Management Services State Term Contract No. 15100000-19-1 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date
- I) Resolution A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Tires For The City's Departmental Vehicles From Tiresoles Of Broward, Inc. D/B/A Miami Tiresoles In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of Miami-Dade County Contract No. FB-01140 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date
- J) Resolution A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Hydraulic Parts From Petersen Industries, Inc. For The City's Cranes For Fiscal Year 2023-24 In An Amount Not To Exceed \$30,000; Providing For Authorization; And Providing For An Effective Date
- K) **Resolution** A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Golf Products From Acushnet Holdings Corp. For The City's Golf Club Pro Shop For Fiscal Year 2023-24 In An Amount Not To Exceed \$51,000; Providing For Authorization; And Providing For An Effective Date
- L) Resolution A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Diesel And Regular Fuel For The Miami Springs Golf And Country Club's Golf Carts And Maintenance Fleet From Tropic Oil Company LLC In An Amount Not To Exceed \$40,000 For Fiscal Year 2023-24; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An

Effective Date

- M) Resolution A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Original Equipment Manufacturer (OEM)/Original Equipment (OE) Parts And Miscellaneous Fleet Shop Supplies For The City's Departmental Vehicles From KVP Enterprises, Inc. D/B/A Expert Diesel In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of Miami-Dade County Contract No. EVN0000469 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date
- N) **Resolution** A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Firearm Ammunition From Lawmen's & Shooters' Supply, Inc. In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of The Florida Department Of Management Services (FDMS) Contract No. 46000000-21-Stc Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date
- O) Resolution A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Superior Park Systems, Inc. For Installation Of A New Batting Cage At Prince Field; Authorizing The Negotiation And Execution Of A Construction Contract In An Amount Not To Exceed \$37,150; And Providing For An Effective Date
- P) Resolution A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Issue A Purchase Order To F&L Fire And Electrical System, Inc. For The Westward Drive Tree Lights Receptacles Project In An Amount Not To Exceed \$36,800; And Providing For An Effective Date
- Q) **Resolution** A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An American Rescue Plan Act (ARPA) Addendum To The Professional Services Agreement With F&L Fire And Electrical System, Inc. To Incorporate Federally Required Contract Clauses; Providing For Authorization; And Providing For An Effective Date
- R) Resolution A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With The State Of Florida, Office Of The State Attorney For The Eleventh Judicial Circuit Of Florida To Reimburse The State For The Cost Of The State Attorney Prosecution Of Certain Criminal Violations Of The City Code Of Ordinances; Providing For Authorization; And Providing For An Effective Date
- S) Resolution A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving An Urban Qualification Cooperation Agreement With Miami-Dade County For The City's Participation In The Community Development Block Grant (CDBG), Home Investment Partnerships (Home), And Emergency Solutions Grant (ESG) Programs For Fiscal Years 2024, 2025, And 2026, As Part Of Miami-Dade County's Entitlement Jurisdiction; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date
 - T) Resolution A Resolution Of The Mayor And City Council Of The City Of

Miami Springs, Florida, Approving A Collective Bargaining Agreement With The Florida State Lodge Fraternal Order Of Police, Inc. On Behalf Of The City Of Miami Springs Police Officers And Sergeants Collective Bargaining Unit Covering Fiscal Years 2023-2024 Through 2025–2026; Providing For Authorization; And Providing For An Effective Date.

U) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Amendment To The Collective Bargaining Agreement With The Florida State Lodge Fraternal Order Of Police, Inc. On Behalf Of The City Of Miami Springs Police Lieutenants Collective Bargaining Unit Covering Fiscal Years 2021-2022 Through 2023–2024; Providing For Authorization; And Providing For An Effective Date

Mayor Mitchell pulled Item E for further discussion.

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

After brief discussion, Councilman Fajet moved to approve Item E on the Consent Agenda. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

10. Old Business: None at this time.

11. New Business: None at this time.

12. Other Business:

A) Request by Mayor Mitchell to discuss the Tennis Center

Matthew Gonzalez, 1101 Swan Avenue, addressed the City Council on this item.

Mayor Mitchell stated that the tennis community would like to see some improvements in the conditions of the tennis center. She explained that the tennis center is an integral part of the recreational amenities in the City that is home to tennis, racquetball and pickleball. She further stated that there will be a tennis request for proposal in the works in the upcoming year. There was light discussion on the matter and it was the general consensus of the City Council to wait for the bidding process to take place and see what the best viable option will be.

B) Request by Councilman Santin to discuss the co-designation of a portion of Cross Street between Westward Drive and Hibiscus Drive as "Carole Coons Way"

Councilman Santin requested consensus from the City Council to co-designate the street in front of Cozy Corner to commemorate the diner's owner, Carole Coons. The City Council agreed that it would be a great way to recognize a resident and business owner in the local community.

C) Request by Mayor Mitchell to discuss parking of recreation vehicles, trailers and heavy trucks in yards

This item was pulled at the beginning of the meeting by Mayor Mitchell.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager JC Jimenez stated that he attended the Veterans Day event. He thanked the Parks Department, Public Works, and Professional Services for their hard work. He informed the Council he recently attended the Centennial Committee meeting and is looking forward to some great things and collaborations moving forward. Assistant City Manager Tammy Romero provided a list of upcoming City events. She state more information on City events can be found on the City's official website.

C) City Council

Vice Mayor Bravo thanked the Police for finalizing the union agreement. She attended the Veterans Day event and was thankful to all those who attended the event. She looks forward to the holiday season and the tree lighting along the median.

Councilman Vazquez thanked all those who attended the Veterans Day event and groundbreaking ceremony immediately following the Veterans Day Ceremony. He attended the Lions Club Veterans Day dinner that same evening. He also thanked the Pickleball Tournament that took place on Veterans Day, where the tournament donated \$2,000 to the War Memorial renovations. He wished everyone a Happy Thanksgiving.

Councilman Fajet stated that it was a productive meeting and wished everyone a Happy Thanksgiving.

Councilman Santin thanked the Police Department for a successful agreement. He stated that the Rotary, Lions, Optimist and Woman's Clubs have collaborated in purchasing Christmas Trees for the Westward Drive median for the holiday season. He visited Hammondsport, NY recently and took a tour of the Glenn Curtiss Museum, which he noted that the Museum is excited to possibly collaborate with the City on the Centennial celebration in 2026.

Mayor Mitchell thanked the City Employees for their hard work and dedication for making the City run on a daily basis. She also thanked the City Council on their hard work over the year, making some tough decisions and attending many meetings over the last several months. She wished everyone a safe and Happy Thanksgiving.

14.	Adjourn				
There	There being no further business to be discussed the meeting was adjourned at 8:20 p.m.				
_					
Respe	ectfully submitted:				
<u> </u>					
Erika City C	Gonzalez-Santamaria, MMC Elerk				
	ted by the City Council on 1 <u>1th</u> day of <u>December,</u> 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 PROCEECING 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: 12/11/2023

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

Via: JC Jimenez, City Manager

From: Lazaro Garaboa, Public Works Director

Subject: Palmetto Ford - Blanket Purchase Order

RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Palmetto Ford, utilizing Miami Dade County under contract ITQ-01264-02, Purchase of OEM Parts, Maintenance, and Repair Services (attached), for the remainder of their contract term, including any extensions through 09/30/2024, in an amount not to exceed \$25,000.00 for parts and repairs for all city vehicles and equipment as funds were budgeted in the FY 23/24 Budget pursuant to Section §31.11 (E) (5) of the City Code.

DISCUSSION: The City Fleet Maintenance Department services the vehicle fleet needs of the City, including the Police, Parks & Recreation, Adult Community Center, Public Works, Code Compliance, IT, Sanitation, and Stormwater. The City owns vehicles from various manufactures (e.g. Ford, Dodge, Chevrolet, Cummins, Petersen, Autocar, etc.). Accordingly, the ability to utilize a pool of vendors provides the City the option to shop for competitive pricing and/or availability. For these reasons the blanket purchase order is needed to fulfill the commitment the fleet department has in abiding to the City procurement policy. Providing for these options assists the department remain within budget. Our goal is to minimize the expenses for each department whenever possible.

Spent in FY: 22/23 \$ 14,724.86 Spent in FY: 21/22 \$ 11,499.77 Spent in FY: 20/21 \$ 14,960.73

Submission Date and Time: 12/5/2023 2:18 PM

Submitted by:	Approved by (sign as applicable):	<u>Funding:</u>
Department: Public Works Prepared by: Lizette Fuentes	Dept. Head:	Dept./ Desc.: All divisions that have vehicles Account No.:
Attachments: Yes No	Procurement:	Additional Funding:
Budgeted/ Funded: ⊠ Yes □ No	City Manager:	Amount previously approved: \$ Current request: \$ 25,000 Total vendor amount: \$ 25,000.00

RESOLUTION NO. 2023-

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF AUTOMOTIVE PARTS AND REPAIR SERVICES FOR THE CITY'S DEPARTMENTAL VEHICLES FROM BACHRODT FT, LLC D/B/A PALMETTO FORD OF MIAMI IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS UTILIZING THE TERMS AND CONDITIONS OF MIAMI-DADE COUNTY ITQ-01264-02 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 automotive parts and repair services for the City's departmental vehicles (the "Services"); and

WHEREAS, Miami-Dade County has entered into a competitively bid contract pursuant to Invitation to Quote (ITQ) No. ITQ-01264-02 (the "County Contract") with Bachrodt FT, LLC d/b/a Palmetto Ford of Miami (the "Vendor") for the Services; 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, the City Council desires to approve the purchase of the Services from the Vendor consistent with the terms and conditions of the County Contract in an amount not to exceed \$25,000 for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the County Contract; 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:

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

Res. No. 23-		
	Page 2	2 of 2

Section 2. Approval. That the City Council hereby approves the purchase of the Services from the Vendor consistent with the terms and conditions of the County Contract 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 \$25,000 for the Services for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the County Contract.

•		
Section 4.	Effective Date. That this F	Resolution shall be effective immediately
upon adoption.		
The foregoin adoption. The motivote was as follows		who moved its and upon being put to a vote, the
Cound Cound Cound	Mayor Jacky Bravo cilman Jorge Santin cilman Dr. Walter Fajet cilman Dr. Victor Vazquez r Maria Puente Mitchell	
PASSED AN	ID ADOPTED this 11 th day o	f December, 2023.
ATTEST:	MARIA MAYOI	PUENTE MITCHELL R
ERIKA GONZALEZ CITY CLERK	Z, MMC	
	O FORM AND LEGAL SUFFI D RELIANCE OF THE CITY	CIENCY OF MIAMI SPRINGS ONLY:
WEISS SEROTA H	ELFMAN COLE & BIERMAN	I, P.L.



Contract No.: ITQ-01264-02

Contract Title: The Purchase of OEM Parts, Maintenance, and Repair Services

 Contract Term:
 05/18/2022-09/30/2024

 Contracting Officer:
 Robert Mendoza

 Phone:
 (305) 375-3704

Email: Robert. Mendozarobert. mendoza@ miamidade. gov

A. Contract/Pool Overview:

The purpose of this Invitation to Quote (ITQ) is for the purchase of Original Equipment Manufacturer's parts, maintenance and repairs services for all County Passenger Cars, Station Wagons, Vans, Pickup Trucks, Utility Vehicles, Suburban, Walk-in-Step Vans and Motorcycles from manufacturer certified dealers.

B. Awarded Groups:

Group 1 - General Motors: This group will be used to procure OEM/OE parts for General Motors (GM) manufacturer brands for County owned vehicles.

Group 2 - Ford Motor Company: This group will be used to procure OEM/OE parts for Ford (Ford) Motor brands for County owned vehicles.

Group 3 - Toyota Motor Sales: This group will be used to procure OEM/OE parts for Toyota Motor (Toyota) brands for County owned vehicles.

Group 4 - Nissan USA: This group will be used to procure OEM/OE parts for Nissan USA (Nissan) brands for County owned vehicles.

Group 5 - FIAT Chrysler Automobiles (FCA): This group will be used to procure OEM/OE parts for Fiat Chrysler Automobiles (FCA) brands for County owned vehicles.

Group 6: Repair, Maintenance and Installation Services: This group will be used to procure repair/installation and maintenance services for County owned vehicles based on vehicle manufacturer. (Awarded by Sub-Group based on Manufacturer brand.)

Sub-Group 6A: General Motors Sub-Group 6B: Ford Motor Company Sub-Group 6C: Toyota Motor Sales Sub-Group 6D: Nissan USA Sub-Group 6E: Fiat Chrysler

C. Awarded Pricing:

Award of Groups 1-5 (Parts Only) was made to at most, five (5) responsive, responsible Bidder(s) on a line by line basis (per part category as further detailed in section 4) who offered the highest percentage (%) discount based on MSRP list from the manufacturer.

Award of Group 6 (Parts and Labor) was made to at most, five (5) responsive, responsible Bidder(s) per manufacturing brand subgroup who offered the lowest total cost to the County upon calculation of the hourly labor rate and the average percentage discount for the cost of parts.

For evaluation purposes of Group 6, the County calculated pricing as shown in the example below: <u>Est. Annual Spend on Labor + Est. Annual Spend on Parts = Total Cost to the County</u>

NOTE: Bidders were required to provide the hourly labor rate and the percentage discount for each part category. Parts discounts under group 6 shall follow the percentage provided per category, not the average discount percentage. The average percentage discount was only used for evaluation purposes to rank vendors.

<u>It is the department's responsibility to confirm proper pricing is reflected on invoices based on the awarded percentage</u> discounts and hourly labor rates.



D. Awarded or Pre-Qualified Vendors

Vendor	FEIN	Address	Contact Information	Awarded Group(s)
Bachrodt FT, LLC d/b/a Palmetto Ford of Miami	862002242	7245 NW 36 th Street Miami, FL 33166	Name: Francisco Perez Phone: 786-266-7063 E-Mail: <u>Fperez@palmettofordtrucks.com</u>	Group 2: Ford Sub-Group 6B: Ford
Bomnin Automotive, LLC dba Bomnin Chevrolet West Kendall	813872123	11701 SW 152 nd Street Miami, FL 33177	Name: Craig Pearce Phone: 305-256-3171 Email: <u>craig.pierce@bomnin.com</u>	Group 1: GM Sub-Group 6A: GM
Dadeland Dodge, Inc. d/b/a Dadeland Dodge Chrysler Jeep Ram	590931588	16501 S Dixie Hwy Miami, FL 33157	Name: Alain Raxxach Phone: 305-278-9994 Email: <u>AlainR@DadelandDJC.com</u>	Group 5: FCA Sub-Group 6E: FCA
Gus Machado Ford, Inc.	592336101	1200 West 49th Street Hialeah, FI 33012	Name: Amable Valle Phone: 305-820-2594 E-Mail: <u>avalle@gusmachadoford.com</u>	Group 2: Ford Sub-Group 6B: Ford
Kendall Imports, LLC d/b/a Kendall Toyota	522135876	10943 South Dixie Hwy Pinecrest, FL 33156	Name: Henry Pinillos Phone: 305-728-5585 E-Mail: henrypinillos@kendalltoyota.com	Group 3: Toyota Sub-Group 6C: Toyota
Miami Lakes AM LLC, dba Miami Lakes Automall	272463679	16600 NW 57th Ave Miami Lakes, FL 33014	Name: Jack Kelly Phone: 305-558-1400 Ext.10628 954-914-4150 Email: Jack.Kelly@Miamilakesautomall.Com	Group 1: GM Group 5: FCA Sub-Group 6A: GM Sub-Group 6E: FCA
Plantation Sales, Inc. dba Weston Nissan Volvo (Sole Bidder)	650163277	3650 Weston Road Davie, FL 33331	Name: Alex Castano Phone: 954-888-4275 Email: <u>acastano@westonauto.com</u>	Group 4: Nissan Sub-Group 6D: Nissan

E. <u>Indemnification and Insurance:</u>

Groups 1-5: The insurance requirements in the General Terms and Conditions, Section 1.22 shall not apply for Groups 1-5.

Group 6: The insurance requirements in the General Terms and Conditions, Section 1.22 shall apply except as modified herein:

Paragraph 1.22.A.2 now reads:

Commercial General Liability to include products and completed operations in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

Paragraph 1.22.A.3 now reads:

Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.

Paragraph 1.22.A.4 is hereby added:

Garage Liability in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.



Paragraph 1.22.A.5 is hereby added:

Direct Primary Garage Keepers Liability in an amount not less than \$500,000

F. Price Lists

Groups	Description		
Group 1: General Motors	Bidder(s) must use GM's MSRP list price for all parts available and published internally and available for download through Global Connect, Parts, GM EPIC		
Group 2: Ford Motor Company	Bidder(s) must use Ford's MSRP list price for all parts available and published through https://parts.ford.com/en.html		
Group 3: Toyota Motor Sales	Bidder(s) must use Toyota's MSRP list price for all parts available and published through https://parts.toyota.com/		
Group 4: Nissan USA	Bidder(s) must use Nissan's MSRP list price for all parts available and published through https://parts.nissanusa.com/		
Group 5: FIAT Chrysler Automobiles	Bidder(s) must use FCA's MSRP list price for all parts available and published through https://store.mopar.com/		

G. <u>Discount Percentage / Hourly Rate</u>

	GROUP 1: GM PARTS				
	Green= Highest %Percentage Discount Yellow= Second %Percentage Discount	Bomnin Automotive LLC dba	Miami Lakes AM, LLC. dba Miami		
Line Item	Parts Category	Bomnin Chevrolet West Kendall	Lakes Automall		
1	Diesel and Gasoline Engine	25%	0%		
2	Cooling System-Grille-Oil System	25%	28%		
3	Starter-Generator-Ignition-Electrical-Lamps	25%	28%		
4	Fuel System-Exhaust-Emission System	25%	28%		
5	Automatic Transmission	25%	28%		
6	Brakes	25%	28%		
7	Brakes-Rear Axle-Propeller Shaft-Wheels-Tires	25%	28%		
8	Front Axle-Front Suspension-Steering	25%	28%		
9	Frames-Springs-shocks-Bumpers	25%	28%		
10	Front End Sheet Metal-Heater-Vehicle Maintenance	25%	28%		
11	Body Mounting-Air Conditioning-Audio- /Entertainment	25%	28%		
12	Cab and Body Structure-Mirrors-Doors-Trim- Seat Belts-Wipers	25%	28%		
13	RR Body Structure-Moldings & Trim-Cargo Stowage	25%	28%		
14	Accessories (No Illustrations)	25%	28%		
15	Associated (Mechanical)	25%	28%		
16	Associated (Collision)	25%	28%		



	GROUP 2: FORD MOTOR COMPANY			
Green= Highest %Percentage Discount Yellow= Second %Percentage Discount		Gus Machado Ford, Inc.	Bachrodt FT, LLC d/b/a Palmetto Ford of Miami	
Line Item	Parts Category		i ord or ivilariii	
1	Ford Accessories	15%	21%	
2	Body	20%	21%	
3	Brakes	20%	21%	
4	Climate Control	20%	21%	
5	Electrical	15%	21%	
6	Engine	21%	20%	
7	Exhaust	20%	21%	
8	Filters	25%	21%	
9	Fluids, Chemicals and Lubricants	20%	21%	
10	Fuel System	20%	21%	
11	Hardware and Fasteners	20%	21%	
12	Steering	20%	21%	
13	Suspension	20%	21%	
14	Transmission	21%	20%	
15	Wheels and Tires	15%	10%	
16	Wiper and Washer	28%	20%	

	GROUP 3: TOYOTA MOTOR SALES				
Line Item	Parts Category	Kendall Imports, LLC d/b/a Kendall Toyota			
1	Accelerator	31%			
2	Body Components	31%			
3	Door & Lock Components	31%			
4	Exterior Trim	31%			
5	Floor	31%			
6	Fuel	31%			
7	Interior Trim	31%			
8	Radiator & Hood	31%			
9	Seating	31%			
10	Windshield & Instrument Panel	31%			



	GROUP 4: NISSAN USA			
Line Item	Parts Category	Plantation Sales Inc. dba Weston Nissan Volvo		
1	Engine Mechanical	0%		
2	Fuel & Engine Control	0%		
3	Exhaust & Cooling	0%		
4	Engine Electrical	0%		
5	Body Electrical	0%		
6	Power Train	0%		
7	Axle & Suspension	0%		
8	Brake	0%		
9	Steering	0%		
10	Body (Front, Roof, & Floor)	0%		
11	Body (Side & Rear)	0%		
12	Seat & Seat Belt	0%		
13	Body (Back Door & Rear Body)	0%		
14	Miscellaneous	0%		

	GROUP 5 - FIAT CHRYSLER AUTOMOBILES			
Green= Highest %Percentage Discount Yellow= Second %Percentage Discount		Dadeland Dodge, Inc. d/b/a Dadeland Dodge Chrysler Jeep	Miami Lakes AM, LLC. dba Miami	
Line Item	Parts Category	Ram	Lakes Automall	
1	Alternator	30%	20%	
2	Automatic & Manual Transmission	20%	0%	
3	Body Hardware	30%	20%	
4	Brakes	30%	20%	
5	Clutch	30%	20%	
6	Cooling System	30%	20%	
7	Electrical	30%	20%	
8	Emission System	30%	20%	
9	Engine,	20%	25%	
10	Exhaust System	30%	20%	
11	Front Drive Axle	30%	20%	
12	Front Suspension	30%	20%	
13	Fuel System	30%	20%	
14	HVAC	30%	20%	
15	Maintenance & Lubrication	30%	20%	
16	Rear Suspension	30%	20%	
17	Starter	20%	25%	
18	Steering	30%	20%	
19	Steering Column	30%	20%	
20	Transfer Case	20%	25%	
21	Universal & Rear Axle	30%	20%	
22	Accessories	10%	20%	



GROUP 6: REPAIR, MAINTENANCE, AND INSTALLATION SERVICES

	SUB-GROUP 6A: GENERAL MOTORS (GM)				
	ELowest Total Cost to the County Second Lowest Total Cost to the County	Bomnin Automotive LLC dba	Miami Lakes AM, LLC. dba Miami		
Line Item	Parts Category	Bomnin Chevrolet West Kendall	Lakes Automall		
1	Diesel and Gasoline Engine	25%	0%		
2	Cooling System-Grille-Oil System	25%	25%		
3	Starter-Generator-Ignition-Electrical-Lamps	25%	25%		
4	Fuel System-Exhaust-Emission System	25%	25%		
5	Automatic Transmission	25%	25%		
6	Brakes	25%	25%		
7	Brakes-Rear Axle-Propeller Shaft-Wheels-Tires	25%	25%		
8	Front Axle-Front Suspension-Steering	25%	25%		
9	Frames-Springs-shocks-Bumpers	25%	25%		
10	Front End Sheet Metal-Heater-Vehicle Maintenance	25%	25%		
11	Body Mounting-Air Conditioning-Audio- /Entertainment	25%	25%		
12	Cab and Body Structure-Mirrors-Doors-Trim- Seat Belts-Wipers	25%	25%		
13	RR Body Structure-Moldings & Trim-Cargo Stowage	25%	25%		
14	Accessories (No Illustrations)	25%	25%		
15	Associated (Mechanical)	25%	25%		
16	Associated (Collision)	25%	25%		
_	Hourly Labor Rate \$125.00 \$135.60				
	Evaluated Total Cost to the County \$315,375.00 \$334,418.81				



	SUB-GROUP 6B: FORD MOTOR COMPANY					
Yellow=	: Lowest Total Cost to the County : Second Lowest Total Cost to the County	Gus Machado Ford, Inc.	Bachrodt FT, LLC d/b/a Palmetto			
Line Item	Parts Category	Gus Muchado i Gra, mo.	Ford of Miami			
1	Ford Accessories	15%	21%			
2	Body	20%	21%			
3	Brakes	20%	21%			
4	Climate Control	20%	21%			
5	Electrical	15%	21%			
6	Engine	20%	20%			
7	Exhaust	20%	21%			
8	Filters	25%	21%			
9	Fluids, Chemicals and Lubricants	20%	21%			
10	Fuel System	20%	21%			
11	Hardware and Fasteners	20%	21%			
12	Steering	20%	21%			
13	Suspension	20%	21%			
14	Transmission	20%	20%			
15	Wheels and Tires	15%	10%			
16	Wiper and Washer	25%	25%			
	Hourly Labor Rate	\$90.00	\$118.00			
	Total Cost to the County \$662,528.13 \$775,740.63					

	SUB-GROUP 6C: TOYOTA MOTOR SALES				
Line Item	Parts Category	Kendall Imports, LLC d/b/a Kendall Toyota			
1	Accelerator	31%			
2	Body Components	31%			
3	Door & Lock Components	31%			
4	Exterior Trim	31%			
5	Floor	31%			
6	Fuel	31%			
7	Interior Trim	31%			
8	Radiator & Hood	31%			
9	Seating	31%			
10	Windshield & Instrument Panel	31%			
	Hourly Labor Rate	\$86.10			
	Total Cost to the County	\$149,734.00			



	SUB-GROUP 6D: NISSAN USA				
Green= Yellow=	Lowest Total Cost to the County Second Lowest Total Cost to the County	Plantation Sales Inc dba Weston Nissan Volvo			
Line Item	Parts Category	Flantation Sales inc aba Westorrivissan voivo			
1	Engine Mechanical	0%			
2	Fuel & Engine Control	0%			
3	Exhaust & Cooling	0%			
4	Engine Electrical	0%			
5	Body Electrical	0%			
6	Power Train	0%			
7	Axle & Suspension	0%			
8	Brake	0%			
9	Steering	0%			
10	Body (Front, Roof, & Floor)	0%			
11	Body (Side & Rear)	0%			
12	Seat & Seat Belt	0%			
13	Body (Back Door & Rear Body)	0%			
14	Miscellaneous	0%			
	Hourly Labor Rate	\$160.00			
	Total Cost to the County \$10,000.00				

	SUB-GROUP 6E: FIAT CHRYSLER				
Yellow=	ELowest Total Cost to the County ESecond Lowest Total Cost to the County	Dadeland Dodge, Inc. d/b/a	Miami Lakes AM, LLC d/b/a		
Line Item	Parts Category	Dodge Chrysler Jeep Ram	Miami Lakes Automall		
1	Alternator	30%	20%		
2	Automatic & Manual Transmission	20%	0%		
3	Body Hardware	30%	20%		
4	Brakes	30%	20%		
5	Clutch	30%	20%		
6	Cooling System	30%	20%		
7	Electrical	30%	20%		
8	Emission System	30%	20%		
9	Engine	20%	20%		
10	Exhaust System	30%	20%		
11	Front Drive Axle	30%	20%		
12	Front Suspension	30%	20%		
13	Fuel System	30%	20%		
14	HVAC	30%	20%		
15	Maintenance & Lubrication	30%	20%		
16	Rear Suspension	30%	20%		
17	Starter	20%	20%		
18	Steering	30%	20%		
19	Steering Column	30%	20%		
20	Transfer Case	20%	20%		
21	Universal & Rear Axle	30%	20%		
22	Accessories	10%	20%		
	Hourly Labor Rate	\$99.00	\$135.60		
	Total Cost to the County	\$513,809.09	\$650,546.36		

H. Event Log

Date	Action or Event	Officer or Associate



AGENDA MEMORANDUM

Meeting Date: 12/11/2023

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

Via: JC Jimenez, City Manager

From: Lazaro Garaboa, Public Works Director

Subject: Blanket Purchase Order – Sunbelt Hydraulics & Equipment, Inc

RECOMMENDATION:

Public Works requests Council authorize the issuance and/or execution of purchase order to Sunbelt Hydraulics & Equipment, Inc, utilizing piggyback contract, IFB No.708382(25), Purchase of OEM and Aftermarket vehicle parts, services and repairs (attached), for the remainder of their contract term, including any extensions through 11/27/2025, in an amount not to exceed \$50,000.00 for parts and repairs for all city vehicles and equipment as funds were budgeted in the FY 23/24 Budget pursuant to Section §31.11 (E) (5) of the City Code.

DISCUSSION: The City Fleet Maintenance Department services the vehicle fleet needs of the City, including the Police, Parks & Recreation, Adult Community Center, Public Works, Code Compliance, IT, Sanitation, and Stormwater. The City owns vehicles from various manufactures (e.g. Ford, Dodge, Chevrolet, Cummins, Petersen, Autocar, etc.). Accordingly, the ability to utilize a pool of vendors provides the City the option to shop for competitive pricing and/or availability. For these reasons the blanket purchase order is needed to fulfill the commitment the fleet department has in abiding to the City procurement policy. Providing for these options assists the department remain within budget. Our goal is to minimize the expenses for each department whenever possible.

Spent in FY: 20/21 \$51,531.70 Spent in FY: 21/22 \$26,290.92 Spent in FY: 22/23 \$16,413.60

Submission Date and Time: 12/5/2023 4:27 PM_

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Public Works Prepared by: Lizette Fuentes	Dept. Head:	Dept./ Desc.: All divisions that have vehicles. Account No.: Additional Funding:
Attachments: Yes No	Asst. City Mgr.:	Amount previously approved: \$
Budgeted/ Funded: Yes No	City Manager:	Current request: \$
		Total vendor amount: \$ 50,000

RESOLUTION NO. 2023-

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF AUTOMOTIVE PARTS AND REPAIR SERVICES FOR THE CITY'S DEPARTMENTAL VEHICLES FROM SUNBELT HYDRAULIC & EQUIPMENT INC. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS UTILIZING THE TERMS AND CONDITIONS OF CITY OF MIAMI INVITATION FOR BID (IFB) NO. 708382 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 automotive parts and repair services for the City's departmental vehicles (the "Services"); and

WHEREAS, the City of Miami has entered into a competitively bid contract pursuant to Invitation for Bids (IFB) No. 708382 (the "Miami Contract") with Sunbelt Hydraulic & Equipment Inc. (the "Vendor") for the Services; 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, the City Council desires to approve the purchase of the Services from the Vendor consistent with the terms and conditions of the Miami Contract in an amount not to exceed \$50,000 for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the Miami Contract; 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:

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

Res. No. 23-	=
	Page 2 of 2

Section 2. Approval. That the City Council hereby approves the purchase of the Services from the Vendor consistent with the terms and conditions of the Miami Contract pursuant to Section 31-11(E)(5) of the City Code.

<u>Section 3.</u> <u>Authorization.</u> 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 \$50,000 for the Services for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the Miami Contract.

	_					
	Section 4.	Effective Date.	That this Resol	ution shall be e	effective imn	nediately
upon	adoption.					
adopt vote v	The foregoi ion. The mo was as follow	ng Resolution was tion was seconded s:	s offered by d by	_ and upon be	who moving put to a	red its vote, the
	Cour Cour Cour	Mayor Jacky Brav ncilman Jorge San ncilman Dr. Walter ncilman Dr. Victor or Maria Puente M	tin Fajet Vazquez			
	PASSED A	ND ADOPTED this	s 11 th day of Dec	ember, 2023.		
ATTE	ST:		MARIA PUE MAYOR	NTE MITCHEL	L	
	A GONZALE CLERK	Z, MMC				
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_	S SEROTA I	HELFMAN COLE	& BIERMAN, P.L			



CONTRACT AWARD Procurement Department

SECOND & FINAL RENEWAL

708382(25)

DESCRIPTION: OEM AND AFTERMARKET VEHICLE PARTS, SERVICES AND REPAIRS

TERM OF CONTRACT: THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL

TWO (2) YEAR PERIODS

NOVEMBER 28, 2018 THROUGH NOVEMBER 27, 2021 CONTRACT PERIOD: FIRST RENEWAL: NOVEMBER 28, 2021 THROUGH NOVEMBER 27, 2023 **SECOND & FINAL RENEWAL:** NOVEMBER 28, 2023 THROUGH NOVEMBER 27, 2025

COMMODITY CODE: 06000-00

SECTION #1 - VENDOR AWARD

IFB NO .:

Genuine Parts Company d/b/a Napa

9250 NW 58th Street Miami, FL 33178 Contact: James Scalia Phone: (305) 423-1341

Email: james scalia@genpt.com

Battery Sales USA, Inc. 1500 NW 20th Street Miami, FL 33142

Contact: Scotts Stephens **Phone:** (305) 891-8355 Email: scott@batterysales.com

Jasper Engines and Transmissions

1580 NW 27th Ave/Unit 11 Pompano Beach, FL 33069 Contact: Robert Sanmartin Phone: (786) 262-5485

Email: rsanmartin@jasperengines.com

Reliable Transmission Service

PO Box 377 Brandon, FL 33509 Contact: Rebecca Mann Phone: (813) 677-8883

Email: rebeccam@rtsallison.com

Nextran Corporation d/b/a Nextran Truck Centers

6801 NW 74th Avenue Miami, FL 33166

Contact: Francisco Blanco Phone: (305) 883-8506

Email: fblanco@nextranusa.com

K.V.P. Enterprises, Inc.

4700 Oakes Road Davie, FL 33314 Contact: Melissa Cruz Phone: (954) 583-2400 Email: mc@cumminsexpert.com

T P Investments Group LLC dba Kenworth of SF

2909 S. Andrews Avenue Ft. Lauderdale, FL 33316 **Contact:** Michael Flores **Phone:** (954) 931-9745

Email: mflores@kenworthsf.com

ABC Radiator & Air, Inc.

13007 NE 14th Avenue Miami, FL 33161 Contact: Richard Mosher Phone: (305) 892-8290

Email: abcradiator@bellsouth.net

Parts Authority Georgia LLC

6801 NW 74th Avenue Miami, FL 33166 Contact: Mike Brown Phone: (770) 448-3360

Email: mbrown@partsauthority.com

SSES d/b/a Southern Sewer Equipment

3409 Industrial 27th Street Ft. Pierce, FL 34946 Conct: Jenny Mitchem Phone: (772) 595-6940

Email: jenny@southernsewer.com

Dobbs Equipment, LLC

4343 NW 77th Ave Miami, FL 33166 Contact: Jose Lopez Phone: (786) 376-4481

Email: jose.lopez@dobbsequipment.com

TruckMax, Inc.

6000 NW 77th Court Miami, FL 33166 Contact: Robert Dollar Phone: (305) 777-9000 Email: dbollar@truckmax.com

Sunbelt Hydraulics & Equipment, Inc.

2201 NW 22nd St.

Pompano Beach, FL 33069 Contact: Mickey Chavez Phone: (561) 274-8505

Email: mickeychavez@sunbeltwaste.com

Rechtien International Trucks

7227 NW 74th Ave Miami, FL 33166 Contact: Bianca Callejas **Phone:** (305) 888-0111 Email: rechtien@rechtien.com Richards Tractors & Implements, Inc.

1995 NE 8th St. Homestead, FL 33033 Contact: Kyle Wingo Phone: (305) 247-8711 Email: kwingo@ritrac.com

Metro Ford 9000 NW 7th Ave Miami, FL 33150 Contact: Danny Marks Phone: (305) 751-9711

Email: dmarks@metroford.com

TPH Holdings LLC dba The Part House

6801 NW 74th Avenue Miami, FL 33166

Contact: Richard Kilpatrick Phone: (305) 751-9711

Email: rkilpatrick@thepartshouse.com

ETR, LLC 212 Hickman Dr. Sanford, FL 32771 Contact: Jerry Michaluk Phone: (407) 339-6737

Email: jerry@etrllc.org

Joe Blair Garden Supply Inc.

320 NE 79th St Miami, FL 33138 **Contact:** Dave Shoaf

Phone: (786) 877-9820 / (305) 757-5554 Email: david@joeblairlawnmower.com

TMCAA, Inc. d/b/a Alligator Alley Harley Davidson

201 International Parkway Sunrise, FL 33325 Contact: Stephen Otton Phone: (954) 414-4135

Email: stephrno@alligatoralleyharley.com

Interclean Equipment, LLC 709 James L. Hart Parkway

Ypsilanti, MI 48197 Contact: Linda Hurd Phone: (734) 961-3339

Email: linda.hurd@interclean.com

Zimmerman Industries Inc

196 Wabash Road Ephrata, PA 17255 Contact: Jerry Stoner Phone: (717) 733-6166

Email: john baer@zimmermanindustries.com

Sawgrass Ford Inc. 14501 West Sunrise Blvd. Sunrise, FL 33323

Contact: Enrique Carbono Phone: (954) 851-9000

Email: enrique@sawgrassford.com

Gus Machado Ford, Inc. 1200 W. 49th Street Hialeah, FL 33012 Contact: Amable Valle Phone: (305) 820-2594

Email: avalle@gusmachadoford.com

Glades Parts Company 500 W. 83rd Street Hialeah, FL 33014 Contact: Darryl Miele Phone: (561) 996-5501 Email: darryl@oeprts.com

Miami Lakes AM, LLC 16600 NW 57th Avenue Miami Lakes FL 33014 Contact: Jack Kelly Phone: (954) 914-1540

Email: jack.kelly@miamilakesautomall.com

Petersen Industries, Inc.

4000 SR 60 W

Lake Wales, FL 33859 Contact: James Miller Phone: (800) 930-5623

Email: jmiller@petersenind.com

Wurth USA, Inc. 93 Grant Street Ramsey, NJ 07446

Contact: Daisy Diaz - Gleaves Phone: (800) 987-8787 x2284

Email: daisy.diaz-gleaves@wurthusa.com

Autonation Toyota Weston

4050 Weston Rd. Davie, FL 33331 Contact: Steve Notley Phone: (954) 659-1803

Email: notleys@autonation.com

Kendall Toyota

10943 South Dixie Highway, Miami, FL 33156 Mailing: 13750 SW 136th St., Miami, FL 33186

Contact: George Wiltz Phone: (305) 665-6581

Email: henry.pinillus@kendalltoyota.com

Ford Midway Mall, Inc. 8155 W. Flagler St. Miami, FL 33144

Contact:

Phone: (305) 266-3000

Email: nmena@midwayfordmiami.com

Bomnin Automotive LLC d/b/a d/b/a Bomnin Chevrolet West Kendall

11701 SW 152nd Street Miami, FL 33177 **Phone:** (407) 595-2098 **Email:** don.findlay@gm.com

SECTION #2 - AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE: NOVEMBER 15, 2018

RESOLUTION NO: 18-0508

FILE ID: 4922

ANNUAL CONTRACT AMOUNT: N/A

ANNUAL CONTRACT AMOUNT: N/A

AMENDED AMOUNT: N/A

INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: N/A
APPLICABLE ORDINANCES: N/A

Notes: SECOND & FINAL RENEWAL: NOVEMBER 28, 2023 THROUGH NOVEMBER 27, 2025

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, DEPARTMENT OF GSA **Contract Administrator:** Carlos Pau

Phone: (305) 329-4869

Contract Administrator: John Babos

Phone: (305) 329-4874

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT

Buyer: Cris Lima **Phone:** (305) 416-1904

Prepared By: Aimee Gandarilla, 6/28/2023

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:

WWW. MIAMIGOV.COM/PROCUREMENT

OEM Aftermarket Vehicle Parts, Services, and Repairs for City Vehicles

The City of Miami end user department obtaining quotes under this contract should obtain quotes from all of the vendors listed for that brand since the minimum discounts offered will differ from part to part. Final decision should be based on the lowes price meeting the City's needs which included criteria including but not limited to: Delivery or completion time, quality of part, warranty of part.

1 Group 1: Original Equipment Manufacturer (OEM) Discount off Manufacturer Suggested Retail Price (MSRP) for Parts and Labor Discount

	Vendor(s)	Hourly Labor Rate / Minimum Percent Discount of OEM Replacement Parts	Warranty on Labor / Warranty of Parts	Notes:
1.1 Chevrolet - OEM MSRP Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Miami Lakes AM, LLC	\$95.00 / 25%	365 / 730 Days	Primary Vendor for Labor and parts combined
	Bomnin Automotive LLC dba Bomnin Chevrolet West Kendall	\$125.00 / 28%	730 / 730 Days	Secondary Vendor for Labor and parts combined
	TPH Acquisition LLP dba The Parts House	N/A / 55%	N / A / 730 Days	Primary Vendor parts only AC-Delco Branded Parts
	Glades Parts Co. Inc / DBA Original Equipment Co.	N/A / 37%	N / A / Per Manufacturer	Secondary Vendor parts only AC-Delco Branded Parts
1.2 Dodge - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Miami Lakes AM, LLC	\$95.00 / 25%	365 / 730 Days	Primary Vendor for Labor and parts combined
	TPH Acquisition LLP dba The Parts House	N/A / 43%	N / A / 365 Days	Primary Vendor parts only Mopar Branded Parts
	Glades Parts Co. Inc / DBA Original Equipment Co.	N/A / 42%	N / A / Per Manufacturer	Secondary Vendor parts only Mopar Branded Parts
1.3 Ford - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Sawgrass Ford, Inc.	\$110 / 36%	730 / 730 Days	Primary Vendor for Labor and parts combined
	Metro Ford Inc.	\$85.00 / 30%	730 / 730 Days	Secondary Vendor for Labor and parts combined
	Ford Midway Mall Inc.	\$98.91 / 25%	365 / 365 Days	Tertiary Vendor for Labor and parts combined
	Gus Machado Ford, Inc.	\$80.00 / 20%	730 / 730 Days	Additional Vendor added due to additional need in capacity
	TPH Acquisition LLP dba The Parts House	N/A / 47%	N / A / 730 Days	Primary Vendor parts only Motorcraft Branded Parts
1.4 GMC - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Miami Lakes AM, LLC	\$95.00 / 25%	365 <i> </i> 730 Days	Primary Vendor for Labor and parts combined
	Bomnin Automotive LLC dba Bomnin Chevrolet West Kendall	\$125.00 / 28%	730 <i> </i> 730 Days	Secondary Vendor for Labor and parts combined
	TPH Acquisition LLP dba The Parts House	N/A / 55%	N / A / 730 Days	Primary Vendor parts only AC-Delco Branded Parts
1.5 Mercedes Benz - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
Enter Hourly Labor Rate in the Unit Price Line	Alligator Alley Harley- Davidson	\$130.00 / 20%	90 / 365Days	
1.7 Kawasaki - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Richards Tractors & Implements	\$85.00 / 10%	90 / 90 Days	
1.8 Toyota - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Kendall Toyota	\$110.00 / 30%	366 / 365 Days	Primary Vendor for Labor and parts combined

Prepared by: Eduardo Falcon

OEM Aftermarket Vehicle Parts, Services, and Repairs for City Vehicles

The City of Miami end user department obtaining quotes under this contract should obtain quotes from all of the vendors listed for that brand since the minimum discounts offered will differ from part to part. Final decision should be based on the lowes price meeting the City's needs which included criteria including but not limited to: Delivery or completion time, quality of part, warranty of part.

1 Group 1: Original Equipment Manufacturer (OEM) Discount off Manufacturer Suggested Retail Price (MSRP) for Parts and Labor Discount

1 Group 1. Griginal Equipment Manadatater (GE			(morti) for i arto aria Labor L	- I I I I I I I I I I I I I I I I I I I
	Vendor(s)	Hourly Labor Rate / Minimum Percent Discount of OEM Replacement Parts	Warranty on Labor / Warranty of Parts	Notes:
	Autonation Toyota Weston	\$114.00 / 25%	365 / 365 11376	Secondary Vendor for Labor and parts combined
1.9 Nissan - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.10 International Trucks - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Rechtien International Trucks, Inc.	\$155.00 / 25%	365 / 365 Days	
1.11 Caterpillar - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	TP Investment Group LLC. DBA Kenworth of South Florida	\$90.00 / 20%	90 / 365 Days	
1.12 Petersen Industries - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Petersen Industries, Inc	N/A / 10%	N/A /90 Days	Lightning Loader Parts
1.13 Freightliner - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.14 Heil - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Sunbelt Hydraulic & Equipment Inc	\$105.00 / 25%	90 / 90 Days	
1.15 Sterling Trucks - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount Enter Hourly Labor Rate in the Unit Price Line	TP Investment Group LLC. DBA Kenworth of South Florida	\$90.00 / 0%	90 / 365 Days	
1.16 Kenworth Trucks - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	TP Investment Group LLC. DBA Kenworth of South Florida	\$125.00 / 20%	90 / 365 Days	
1.17 Pierce Manufacturing - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.18 Spartan Chassis - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.19 Vactor Parts - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.20 Cummins Engines - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	K.V.P. Enterprises Inc. d/b/a Expert Diesel	\$90.00 / 40%	365 / 365 Dave	Primary Vendor for Labor and parts combined
	TP Investment Group LLC. d/b/a Kenworth of South Florida	\$90.00 / 20%	UII / 365 113Ve	Secondary Vendor for Labor and parts combined
	TruckMax, Inc.	\$90.00 / 15%	365 / 365 Days	Tertiary Vendor for Labor and parts combined
	Nextran Corporation d/b/a Nextran Truck Center Miami	\$116.00 / 12%	90 / 364 Davs	Additional Vendor added due to additional need in capacity
1.21 Bobcat Equipment - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.22 John Deere - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Dobbs Equipment, LLC	\$130.78 / 0%	90 / 180 Days	Dealer installed parts have up to 12 month parts/labor warranty
	-			•

OEM Aftermarket Vehicle Parts, Services, and Repairs for City Vehicles

The City of Miami end user department obtaining quotes under this contract should obtain quotes from all of the vendors listed for that brand since the minimum discounts offered will differ from part to part. Final decision should be based on the lowes price meeting the City's needs which included criteria including but not limited to: Delivery or completion time, quality of part, warranty of part.

1 Group 1: Original Equipment Manufacturer (OEM) Discount off Manufacturer Suggested Retail Price (MSRP) for Parts and Labor Discount

	Vendor(s)	Hourly Labor Rate / Minimum Percent Discount of OEM Replacement Parts	Warranty on Labor / Warranty of Parts	Notes:
	Richards Tractors & Implements	\$85.00 / 10%	90 / 90 Days	
1.23 Detroit Diesel - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.24 Allison Transmissions - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Reliable Transmission Service, Inc.	\$149.00 / 15%	180 / 180 Days	
1.25 Stihl - OEM - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Joe Blair Garden Supply, Inc	\$79.95 / 10%	30 / 365 Days	
	Richards Tractors & Implements	\$85.00 / 10%	90 / 90 Days	
1.26 Toro - OEM - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Joe Blair Garden Supply, Inc	\$79.95 / 10%	30 / 365 Days	
1.27 Other - OEM Hourly Labor Rate and Parts Discount (for Manufacturer not listed) - Enter Hourly Labor Rate in the Unit Price Line				
Jacobsen, Cushman (pending letters	Joe Blair Garden Supply, Inc	\$79.95 / 10%	30 / 365 Days	
Manufacturer: Scranton Mfg. / New Way	SSES, Inc d/b/a Southern Sewer Equipment Sales	\$135.00 / 0%	30 / 45 Days	
Manufacturer: AutoCa	K.V.P. Enterprises Inc. d/b/a Expert Diesel	\$90.00 / 40%	365 / 365 Days	
Manufacturer: Volvo Truck / Hino Truck	TruckMax, Inc.	\$90.00 / 15%	365 / 365 Days	
Manufacturer: Auto Crane	Equipment Inc	\$105.00 / 25%	90 / 90 Days	
Manufacturer: TRF	TP Investment Group LLC. DBA Kenworth of South Florida	\$90.00 / 0%	90 / 365 Days	
Manufacturer: Mack	Nextran Corporation d/b/a Nextran Truck Center Miami	\$116.00 / 30%	90 / 364 Days	
Manufacturer: Isuzu	Nextran Corporation d/b/a Nextran Truck Center Miami	\$116.00 / 15%	90 / 364 Days	
Manufacturer: American Emergency Vehicles	ETR, L.L.C.	\$104.41 / 10 %	90 / 364 Days	

Prepared by: Eduardo Falcon

OEM Aftermarket Vehicle Parts, Services, and Repairs for City Vehicles

The City of Miami end user department obtaining quotes under this contract should obtain quotes from all of the vendors listed for that brand since the minimum discounts offered will differ from part to part. Final decision should be based on the lowes price meeting the City's needs which included criteria including but not limited to: Delivery or completion time, quality of part, warranty of part.

1 Group 1: Original Equipment Manufacturer (OEM) Discount off Manufacturer Suggested Retail Price (MSRP) for Parts and Labor Discount

•	Vendor(s)	Hourly Labor Rate / Minimum Percent Discount of OEM Replacement Parts	Warranty on Labor / Warranty of Parts	Notes:
Manufacturer Kia	Miami Lakes AM, LLC DBA Miami Lakes Kia	\$95.00/ 2 5 %	365 / 365 Days	
2.1 Aftermarket - Gas/Diesel Engine, Transmission, & Differential Rebuild - Discount off Manufacturer Suggested Retail Price (MSRP) - express as a decimal, i.e. 25% discount = .25	Vendor(s)	Minimum Percent Discount of Aftermarket Replacement Parts	Warranty of Parts	Notes:
2.2 Aftermarket - Batteries for Automotive and Industrial Use - Discount off Manufacturer Suggested Retail Price (MSRP) - express as a decimal, i.e. 25% discount = .25	Jasper Engine Exchange Inc	20%	Minimum 180 Days (See Warranty Sheet for complete warranty)	
	Parts Authority Georgia LLC	61%		AC Delco, Motorcraft, and Exide Batteries
	TPH Acquisition LLP dba The Parts House	40%	Per note to buyer Line 2.2	AC Delco Batteries
2.3 Aftermarket - Replacement Parts Only (for Manufacturer not listed) - express as a decimal, i.e. 25% discount = .25	Battery Sales Usa Inc.	25%	12 months, (Except Small Engine 6 months, and Optima 18 Months)	
	Parts Authority Georgia LLC	N / A / 37% Minimum	N / A / 365	See Line catalog for brands / percent discount
	Genuine Parts Co. dba NAPA Auto Parts	N / A / 36% Minimum	N/A/365	See Line catalog for brands / percent discount
	TPH Acquisition LLP dba The Parts House	N / A / 34% Minimum	N / A / 365	See Line catalog for brands / percent discount
3.1 Radiator Recoring Services - Price per square inch for industrial equipment, Flat Fin (Cubic Inch Volume is Height X Width X Depth)	Vendor(s)	Price	Warranty of Parts	Notes:
3.2 Radiator Recoring Services - Price per square inch for industrial equipment, Vertical Thermal Heating (VTH) (Cubic Inch Volume is Height X Width X Depth)	A B C Radiator & Air, Inc.	\$0.54	365	
3.3 Radiator Recoring Services - Price per square inch for light trucks, Flat Fin (Cubic Inch Volume is Height X Width X Depth)	A B C Radiator & Air, Inc.	\$0.49	365	
3.4 Radiator Recoring Services - Price per square inch for light trucks, VTH (Cubic Inch Volume is Height X Width X Depth)	A B C Radiator & Air, Inc.	\$0.54	365	
3.5 Radiator Recoring Services - Price per square inch for passenger vehicles (Cubic Inch Volume is Height X Width X Depth)	A B C Radiator & Air, Inc.	\$0.49	365	
3.6 Radiator Repair Services - Price per square inch for any type vehicle (Cubic Inch Volume is Height X Width X Depth)	A B C Radiator & Air, Inc.	\$0.49	365	

OEM Aftermarket Vehicle Parts, Services, and Repairs for City Vehicles

The City of Miami end user department obtaining quotes under this contract should obtain quotes from all of the vendors listed for that brand since the minimum discounts offered will differ from part to part. Final decision should be based on the lowes price meeting the City's needs which included criteria including but not limited to: Delivery or completion time, quality of part, warranty of part.

1 Group 1: Original Equipment Manufacturer (OEM) Discount off Manufacturer Suggested Retail Price (MSRP) for Parts and Labor Discount

	Vendor(s)	Hourly Labor Rate / Minimum Percent Discount of OEM Replacement Parts	Warranty on Labor / Warranty of Parts	Notes:
3.7 New Radiators: Discount off Manufacturer Suggested Retail Price (MSRP) - express as a decimal, i.e. 25% discount = .25	A B C Radiator & Air, Inc.	\$0.06	90	
3.8 Diesel Particulate Filter (DPF) Filter cleaning	A B C Radiator & Air, Inc.	20%	365	
3.9 Diesel Oxidation Catalyst (DOC) Filter cleaning	A B C Radiator & Air, Inc.	\$120.00	182	
3.10 Fuel Tank Cleaning and Repairs (for tanks up to 100 Gallons)	A B C Radiator & Air, Inc.	\$70.00	182	
3.11 Fuel Tank Flush Only (for tanks up to 100 Gallons)	A B C Radiator & Air, Inc.	\$278.00	90	
3.12 Fuel Tank Cleaning and Repairs (for tanks over 100 Gallons)	A B C Radiator & Air, Inc.	\$210.00	90	
3.13 Fuel Tank Flush Only(for tanks over 100 Gallons)	A B C Radiator & Air, Inc.	\$310.00	90	
3.14 Radiator or Fuel Tank Cleaning and Repairs Hourly Labor Rate (for other services not described)	A B C Radiator & Air, Inc.	\$210.00	90	
3.15 Radiator or Fuel Tank Cleaning and Repairs Hourly Labor Rate For On-Site Repairs (for other services not described, regular business hours only no overtime)	A B C Radiator & Air, Inc.	\$88.00	90	
	A B C Radiator & Air, Inc.	\$132.00	90	Per person / Per Hour

Prepared by: Eduardo Falcon



AGENDA MEMORANDUM

Meeting Date: 12/11/2023

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

Via: JC Jimenez, City Manager

From: Lazaro Garaboa, Public Works Director

Subject: Blanket Purchase Order – TPH Holdings LLC dba The Part House

RECOMMENDATION:

Public Works requests Council authorize the issuance and/or execution of purchase order to TPH Holdings LLC dba The Part House, utilizing piggyback contract, IFB No.708382(25), Purchase of OEM and Aftermarket vehicle parts, services and repairs (attached), for the remainder of their contract term, including any extensions through 11/27/2025, in an amount not to exceed \$25,000.00 for parts and repairs for all city vehicles and equipment as funds were budgeted in the FY 23/24 Budget pursuant to Section §31.11 (E) (5) of the City Code.

DISCUSSION: The City Fleet Maintenance Department services the vehicle fleet needs of the City, including the Police, Parks & Recreation, Adult Community Center, Public Works, Code Compliance, IT, Sanitation, and Stormwater. The City owns vehicles from various manufactures (e.g. Ford, Dodge, Chevrolet, Cummins, Petersen, Autocar, etc.). Accordingly, the ability to utilize a pool of vendors provides the City the option to shop for competitive pricing and/or availability. For these reasons the blanket purchase order is needed to fulfill the commitment the fleet department has in abiding to the City procurement policy. Providing for these options assists the department remain within budget. Our goal is to minimize the expenses for each department whenever possible.

Spent in FY: 21/22 \$10,370.99 Spent in FY: 22/23 \$10,921.75

Submission Date and Time: 12/5/2023 4:15 PM

Department: Public Works Dept. Head: Dept. Josept. 2 Dept. 2 D	Submitted by:	Approved by (sign as applicable):	Funding:
Prepared by: Lizette Fuentes Account No.: Additional Funding: Amount previously approved: \$ City Manager: City Manager: Total vendor amount: \$ 25,000	Department: Public Works Prepared by: Lizette Fuentes Attachments: Yes □ No	Dept. Head: Procurement: Asst. City Mgr.:	Dept./ Desc.: All divisions that have vehicles. Account No.: Additional Funding: Amount previously approved: \$ Current request: \$

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF AUTOMOTIVE PARTS AND REPAIR SERVICES FOR THE CITY'S DEPARTMENTAL VEHICLES FROM TPH HOLDINGS LLC D/B/A THE PART HOUSE IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS UTILIZING THE TERMS AND CONDITIONS OF CITY OF MIAMI INVITATION FOR BID (IFB) NO. 708382 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 automotive parts and repair services for the City's departmental vehicles (the "Services"); and

WHEREAS, the City of Miami has entered into a competitively bid contract pursuant to Invitation for Bids (IFB) No. 708382 (the "Miami Contract") with TPH Holdings LLC d/b/a The Part House (the "Vendor") for the Services; 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, the City Council desires to approve the purchase of the Services from the Vendor consistent with the terms and conditions of the Miami Contract in an amount not to exceed \$25,000 for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the Miami Contract; 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:

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

Res. No. 23-	i
	Page 2 of 2

Section 2. Approval. That the City Council hereby approves the purchase of the Services from the Vendor consistent with the terms and conditions of the Miami Contract 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 \$25,000 for the Services for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the Miami Contract.

Section 4.	Effective Date. That t	his Resolution shall be effective immediately
upon adoption.		•
The foregoin adoption. The motivote was as follows	on was seconded by	d by who moved its and upon being put to a vote, the
Cound Cound Cound	Mayor Jacky Bravo cilman Jorge Santin cilman Dr. Walter Fajet cilman Dr. Victor Vazque Maria Puente Mitchell	= = ez
PASSED AN	D ADOPTED this 11th d	ay of December, 2023.
ATTEST:		ARIA PUENTE MITCHELL AYOR
ERIKA GONZALEZ CITY CLERK	, MMC	
) FORM AND LEGAL SU D RELIANCE OF THE C	JFFICIENCY ITY OF MIAMI SPRINGS ONLY:
WEISS SEROTA H	ELFMAN COLE & BIER	MAN, P.L.



CONTRACT AWARD Procurement Department

SECOND & FINAL RENEWAL

708382(25)

DESCRIPTION: OEM AND AFTERMARKET VEHICLE PARTS, SERVICES AND REPAIRS

TERM OF CONTRACT: THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL

TWO (2) YEAR PERIODS

NOVEMBER 28, 2018 THROUGH NOVEMBER 27, 2021 CONTRACT PERIOD: FIRST RENEWAL: NOVEMBER 28, 2021 THROUGH NOVEMBER 27, 2023 **SECOND & FINAL RENEWAL:** NOVEMBER 28, 2023 THROUGH NOVEMBER 27, 2025

COMMODITY CODE: 06000-00

SECTION #1 - VENDOR AWARD

IFB NO .:

Genuine Parts Company d/b/a Napa

9250 NW 58th Street Miami, FL 33178 Contact: James Scalia Phone: (305) 423-1341

Email: james scalia@genpt.com

Battery Sales USA, Inc. 1500 NW 20th Street Miami, FL 33142

Contact: Scotts Stephens **Phone:** (305) 891-8355 Email: scott@batterysales.com

Jasper Engines and Transmissions

1580 NW 27th Ave/Unit 11 Pompano Beach, FL 33069 Contact: Robert Sanmartin Phone: (786) 262-5485

Email: rsanmartin@jasperengines.com

Reliable Transmission Service

PO Box 377 Brandon, FL 33509 Contact: Rebecca Mann Phone: (813) 677-8883

Email: rebeccam@rtsallison.com

Nextran Corporation d/b/a Nextran Truck Centers

6801 NW 74th Avenue Miami, FL 33166

Contact: Francisco Blanco Phone: (305) 883-8506

Email: fblanco@nextranusa.com

K.V.P. Enterprises, Inc.

4700 Oakes Road Davie, FL 33314 Contact: Melissa Cruz Phone: (954) 583-2400 Email: mc@cumminsexpert.com

T P Investments Group LLC dba Kenworth of SF

2909 S. Andrews Avenue Ft. Lauderdale, FL 33316 **Contact:** Michael Flores **Phone:** (954) 931-9745

Email: mflores@kenworthsf.com

ABC Radiator & Air, Inc.

13007 NE 14th Avenue Miami, FL 33161 Contact: Richard Mosher Phone: (305) 892-8290

Email: abcradiator@bellsouth.net

Parts Authority Georgia LLC

6801 NW 74th Avenue Miami, FL 33166 Contact: Mike Brown Phone: (770) 448-3360

Email: mbrown@partsauthority.com

SSES d/b/a Southern Sewer Equipment

3409 Industrial 27th Street Ft. Pierce, FL 34946 Conct: Jenny Mitchem Phone: (772) 595-6940

Email: jenny@southernsewer.com

Dobbs Equipment, LLC

4343 NW 77th Ave Miami, FL 33166 Contact: Jose Lopez Phone: (786) 376-4481

Email: jose.lopez@dobbsequipment.com

TruckMax, Inc.

6000 NW 77th Court Miami, FL 33166 Contact: Robert Dollar Phone: (305) 777-9000 Email: dbollar@truckmax.com

Sunbelt Hydraulics & Equipment, Inc.

2201 NW 22nd St.

Pompano Beach, FL 33069 Contact: Mickey Chavez Phone: (561) 274-8505

Email: mickeychavez@sunbeltwaste.com

Rechtien International Trucks

7227 NW 74th Ave Miami, FL 33166 Contact: Bianca Callejas **Phone:** (305) 888-0111 Email: rechtien@rechtien.com Richards Tractors & Implements, Inc.

1995 NE 8th St. Homestead, FL 33033 Contact: Kyle Wingo Phone: (305) 247-8711 Email: kwingo@ritrac.com

Metro Ford 9000 NW 7th Ave Miami, FL 33150 Contact: Danny Marks Phone: (305) 751-9711

Email: dmarks@metroford.com

TPH Holdings LLC dba The Part House

6801 NW 74th Avenue Miami, FL 33166

Contact: Richard Kilpatrick Phone: (305) 751-9711

Email: rkilpatrick@thepartshouse.com

ETR, LLC 212 Hickman Dr. Sanford, FL 32771 Contact: Jerry Michaluk Phone: (407) 339-6737

Email: jerry@etrllc.org

Joe Blair Garden Supply Inc.

320 NE 79th St Miami, FL 33138 **Contact:** Dave Shoaf

Phone: (786) 877-9820 / (305) 757-5554 Email: david@joeblairlawnmower.com

TMCAA, Inc. d/b/a Alligator Alley Harley Davidson

201 International Parkway Sunrise, FL 33325 Contact: Stephen Otton Phone: (954) 414-4135

Email: stephrno@alligatoralleyharley.com

Interclean Equipment, LLC 709 James L. Hart Parkway

Ypsilanti, MI 48197 Contact: Linda Hurd Phone: (734) 961-3339

Email: linda.hurd@interclean.com

Zimmerman Industries Inc

196 Wabash Road Ephrata, PA 17255 Contact: Jerry Stoner Phone: (717) 733-6166

Email: john baer@zimmermanindustries.com

Sawgrass Ford Inc. 14501 West Sunrise Blvd. Sunrise, FL 33323

Contact: Enrique Carbono Phone: (954) 851-9000

Email: enrique@sawgrassford.com

Gus Machado Ford, Inc. 1200 W. 49th Street Hialeah, FL 33012 Contact: Amable Valle Phone: (305) 820-2594

Email: avalle@gusmachadoford.com

Glades Parts Company 500 W. 83rd Street Hialeah, FL 33014 Contact: Darryl Miele Phone: (561) 996-5501 Email: darryl@oeprts.com

Miami Lakes AM, LLC 16600 NW 57th Avenue Miami Lakes FL 33014 Contact: Jack Kelly Phone: (954) 914-1540

Email: jack.kelly@miamilakesautomall.com

Petersen Industries, Inc.

4000 SR 60 W

Lake Wales, FL 33859 Contact: James Miller Phone: (800) 930-5623

Email: jmiller@petersenind.com

Wurth USA, Inc. 93 Grant Street Ramsey, NJ 07446

Contact: Daisy Diaz - Gleaves Phone: (800) 987-8787 x2284

Email: daisy.diaz-gleaves@wurthusa.com

Autonation Toyota Weston

4050 Weston Rd. Davie, FL 33331 Contact: Steve Notley Phone: (954) 659-1803

Email: notleys@autonation.com

Kendall Toyota

10943 South Dixie Highway, Miami, FL 33156 Mailing: 13750 SW 136th St., Miami, FL 33186

Contact: George Wiltz Phone: (305) 665-6581

Email: henry.pinillus@kendalltoyota.com

Ford Midway Mall, Inc. 8155 W. Flagler St. Miami, FL 33144

Contact:

Phone: (305) 266-3000

Email: nmena@midwayfordmiami.com

Bomnin Automotive LLC d/b/a d/b/a Bomnin Chevrolet West Kendall

11701 SW 152nd Street Miami, FL 33177 **Phone:** (407) 595-2098 **Email:** don.findlay@gm.com

SECTION #2 - AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE: NOVEMBER 15, 2018

RESOLUTION NO: 18-0508

FILE ID: 4922

ANNUAL CONTRACT AMOUNT: N/A

ANNUAL CONTRACT AMOUNT: N/A

AMENDED AMOUNT: N/A

INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: N/A
APPLICABLE ORDINANCES: N/A

Notes: SECOND & FINAL RENEWAL: NOVEMBER 28, 2023 THROUGH NOVEMBER 27, 2025

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, DEPARTMENT OF GSA **Contract Administrator:** Carlos Pau

Phone: (305) 329-4869

Contract Administrator: John Babos

Phone: (305) 329-4874

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT

Buyer: Cris Lima **Phone:** (305) 416-1904

Prepared By: Aimee Gandarilla, 6/28/2023

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:

WWW. MIAMIGOV.COM/PROCUREMENT

OEM Aftermarket Vehicle Parts, Services, and Repairs for City Vehicles

The City of Miami end user department obtaining quotes under this contract should obtain quotes from all of the vendors listed for that brand since the minimum discounts offered will differ from part to part. Final decision should be based on the lowes price meeting the City's needs which included criteria including but not limited to: Delivery or completion time, quality of part, warranty of part.

1 Group 1: Original Equipment Manufacturer (OEM) Discount off Manufacturer Suggested Retail Price (MSRP) for Parts and Labor Discount

	Vendor(s)	Hourly Labor Rate / Minimum Percent Discount of OEM Replacement Parts	Warranty on Labor / Warranty of Parts	Notes:
1.1 Chevrolet - OEM MSRP Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Miami Lakes AM, LLC	\$95.00 / 25%	365 / 730 Days	Primary Vendor for Labor and parts combined
	Bomnin Automotive LLC dba Bomnin Chevrolet West Kendall	\$125.00 / 28%	730 / 730 Days	Secondary Vendor for Labor and parts combined
	TPH Acquisition LLP dba The Parts House	N/A / 55%	N / A / 730 Days	Primary Vendor parts only AC-Delco Branded Parts
	Glades Parts Co. Inc / DBA Original Equipment Co.	N/A / 37%	N / A / Per Manufacturer	Secondary Vendor parts only AC-Delco Branded Parts
1.2 Dodge - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Miami Lakes AM, LLC	\$95.00 / 25%	365 / 730 Days	Primary Vendor for Labor and parts combined
	TPH Acquisition LLP dba The Parts House	N/A / 43%	N / A / 365 Days	Primary Vendor parts only Mopar Branded Parts
	Glades Parts Co. Inc / DBA Original Equipment Co.	N/A / 42%	N / A / Per Manufacturer	Secondary Vendor parts only Mopar Branded Parts
.3 Ford - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter lourly Labor Rate in the Unit Price Line	Sawgrass Ford, Inc.	\$110 / 36%	730 / 730 Days	Primary Vendor for Labor and parts combined
	Metro Ford Inc.	\$85.00 / 30%	730 / 730 Days	Secondary Vendor for Labor and parts combined
	Ford Midway Mall Inc.	\$98.91 / 25%	365 / 365 Days	Tertiary Vendor for Labor and parts combined
	Gus Machado Ford, Inc.	\$80.00 / 20%	730 / 730 Days	Additional Vendor added due to additional need in capacity
	TPH Acquisition LLP dba The Parts House	N/A / 47%	N / A / 730 Days	Primary Vendor parts only Motorcraft Branded Parts
1.4 GMC - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Miami Lakes AM, LLC	\$95.00 / 25%	365 <i> </i> 730 Days	Primary Vendor for Labor and parts combined
	Bomnin Automotive LLC dba Bomnin Chevrolet West Kendall	\$125.00 / 28%	730 <i> </i> 730 Days	Secondary Vendor for Labor and parts combined
	TPH Acquisition LLP dba The Parts House	N/A / 55%	N / A / 730 Days	Primary Vendor parts only AC-Delco Branded Parts
1.5 Mercedes Benz - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
Enter Hourly Labor Rate in the Unit Price Line	Alligator Alley Harley- Davidson	\$130.00 / 20%	90 / 365Days	
1.7 Kawasaki - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Richards Tractors & Implements	\$85.00 / 10%	90 / 90 Days	
1.8 Toyota - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Kendall Toyota	\$110.00 / 30%	366 / 365 Days	Primary Vendor for Labor and parts combined

Prepared by: Eduardo Falcon

OEM Aftermarket Vehicle Parts, Services, and Repairs for City Vehicles

The City of Miami end user department obtaining quotes under this contract should obtain quotes from all of the vendors listed for that brand since the minimum discounts offered will differ from part to part. Final decision should be based on the lowes price meeting the City's needs which included criteria including but not limited to: Delivery or completion time, quality of part, warranty of part.

1 Group 1: Original Equipment Manufacturer (OEM) Discount off Manufacturer Suggested Retail Price (MSRP) for Parts and Labor Discount

1 Group 1. Griginal Equipment Manadatater (GE			(morti) for i arto aria Labor L	- I I I I I I I I I I I I I I I I I I I
	Vendor(s)	Hourly Labor Rate / Minimum Percent Discount of OEM Replacement Parts	Warranty on Labor / Warranty of Parts	Notes:
	Autonation Toyota Weston	\$114.00 / 25%	365 / 365 11376	Secondary Vendor for Labor and parts combined
1.9 Nissan - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.10 International Trucks - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Rechtien International Trucks, Inc.	\$155.00 / 25%	365 / 365 Days	
1.11 Caterpillar - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	TP Investment Group LLC. DBA Kenworth of South Florida	\$90.00 / 20%	90 / 365 Days	
1.12 Petersen Industries - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Petersen Industries, Inc	N/A / 10%	N/A /90 Days	Lightning Loader Parts
1.13 Freightliner - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.14 Heil - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Sunbelt Hydraulic & Equipment Inc	\$105.00 / 25%	90 / 90 Days	
1.15 Sterling Trucks - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount Enter Hourly Labor Rate in the Unit Price Line	TP Investment Group LLC. DBA Kenworth of South Florida	\$90.00 / 0%	90 / 365 Days	
1.16 Kenworth Trucks - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	TP Investment Group LLC. DBA Kenworth of South Florida	\$125.00 / 20%	90 / 365 Days	
1.17 Pierce Manufacturing - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.18 Spartan Chassis - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.19 Vactor Parts - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.20 Cummins Engines - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	K.V.P. Enterprises Inc. d/b/a Expert Diesel	\$90.00 / 40%	365 / 365 Dave	Primary Vendor for Labor and parts combined
	TP Investment Group LLC. d/b/a Kenworth of South Florida	\$90.00 / 20%	UII / 365 113Ve	Secondary Vendor for Labor and parts combined
	TruckMax, Inc.	\$90.00 / 15%	365 / 365 Days	Tertiary Vendor for Labor and parts combined
	Nextran Corporation d/b/a Nextran Truck Center Miami	\$116.00 / 12%	90 / 364 Davs	Additional Vendor added due to additional need in capacity
1.21 Bobcat Equipment - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.22 John Deere - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Dobbs Equipment, LLC	\$130.78 / 0%	90 / 180 Days	Dealer installed parts have up to 12 month parts/labor warranty
	-			•

OEM Aftermarket Vehicle Parts, Services, and Repairs for City Vehicles

The City of Miami end user department obtaining quotes under this contract should obtain quotes from all of the vendors listed for that brand since the minimum discounts offered will differ from part to part. Final decision should be based on the lowes price meeting the City's needs which included criteria including but not limited to: Delivery or completion time, quality of part, warranty of part.

1 Group 1: Original Equipment Manufacturer (OEM) Discount off Manufacturer Suggested Retail Price (MSRP) for Parts and Labor Discount

	Vendor(s)	Hourly Labor Rate / Minimum Percent Discount of OEM Replacement Parts	Warranty on Labor / Warranty of Parts	Notes:
	Richards Tractors & Implements	\$85.00 / 10%	90 / 90 Days	
1.23 Detroit Diesel - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line				
1.24 Allison Transmissions - OEM MSRP - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Reliable Transmission Service, Inc.	\$149.00 / 15%	180 / 180 Days	
1.25 Stihl - OEM - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Joe Blair Garden Supply, Inc	\$79.95 / 10%	30 / 365 Days	
	Richards Tractors & Implements	\$85.00 / 10%	90 / 90 Days	
1.26 Toro - OEM - Parts Discount Rate and Hourly Labor Rate Discount - Enter Hourly Labor Rate in the Unit Price Line	Joe Blair Garden Supply, Inc	\$79.95 / 10%	30 / 365 Days	
1.27 Other - OEM Hourly Labor Rate and Parts Discount (for Manufacturer not listed) - Enter Hourly Labor Rate in the Unit Price Line				
Jacobsen, Cushman (pending letters	Joe Blair Garden Supply, Inc	\$79.95 / 10%	30 / 365 Days	
Manufacturer: Scranton Mfg. / New Way	SSES, Inc d/b/a Southern Sewer Equipment Sales	\$135.00 / 0%	30 / 45 Days	
Manufacturer: AutoCa	K.V.P. Enterprises Inc. d/b/a Expert Diesel	\$90.00 / 40%	365 / 365 Days	
Manufacturer: Volvo Truck / Hino Truck	TruckMax, Inc.	\$90.00 / 15%	365 / 365 Days	
Manufacturer: Auto Crane	Equipment Inc	\$105.00 / 25%	90 / 90 Days	
Manufacturer: TRF	TP Investment Group LLC. DBA Kenworth of South Florida	\$90.00 / 0%	90 / 365 Days	
Manufacturer: Mack	Nextran Corporation d/b/a Nextran Truck Center Miami	\$116.00 / 30%	90 / 364 Days	
Manufacturer: Isuzu	Nextran Corporation d/b/a Nextran Truck Center Miami	\$116.00 / 15%	90 / 364 Days	
Manufacturer: American Emergency Vehicles	ETR, L.L.C.	\$104.41 / 10 %	90 / 364 Days	

Prepared by: Eduardo Falcon

OEM Aftermarket Vehicle Parts, Services, and Repairs for City Vehicles

The City of Miami end user department obtaining quotes under this contract should obtain quotes from all of the vendors listed for that brand since the minimum discounts offered will differ from part to part. Final decision should be based on the lowes price meeting the City's needs which included criteria including but not limited to: Delivery or completion time, quality of part, warranty of part.

1 Group 1: Original Equipment Manufacturer (OEM) Discount off Manufacturer Suggested Retail Price (MSRP) for Parts and Labor Discount

•	Vendor(s)	Hourly Labor Rate / Minimum Percent Discount of OEM Replacement Parts	Warranty on Labor / Warranty of Parts	Notes:
Manufacturer Kia	Miami Lakes AM, LLC DBA Miami Lakes Kia	\$95.00/ 2 5 %	365 / 365 Days	
2.1 Aftermarket - Gas/Diesel Engine, Transmission, & Differential Rebuild - Discount off Manufacturer Suggested Retail Price (MSRP) - express as a decimal, i.e. 25% discount = .25	Vendor(s)	Minimum Percent Discount of Aftermarket Replacement Parts	Warranty of Parts	Notes:
2.2 Aftermarket - Batteries for Automotive and Industrial Use - Discount off Manufacturer Suggested Retail Price (MSRP) - express as a decimal, i.e. 25% discount = .25	Jasper Engine Exchange Inc	20%	Minimum 180 Days (See Warranty Sheet for complete warranty)	
	Parts Authority Georgia LLC	61%		AC Delco, Motorcraft, and Exide Batteries
	TPH Acquisition LLP dba The Parts House	40%	Per note to buyer Line 2.2	AC Delco Batteries
2.3 Aftermarket - Replacement Parts Only (for Manufacturer not listed) - express as a decimal, i.e. 25% discount = .25	Battery Sales Usa Inc.	25%	12 months, (Except Small Engine 6 months, and Optima 18 Months)	
	Parts Authority Georgia LLC	N / A / 37% Minimum	N / A / 365	See Line catalog for brands / percent discount
	Genuine Parts Co. dba NAPA Auto Parts	N / A / 36% Minimum	N/A/365	See Line catalog for brands / percent discount
	TPH Acquisition LLP dba The Parts House	N / A / 34% Minimum	N / A / 365	See Line catalog for brands / percent discount
3.1 Radiator Recoring Services - Price per square inch for industrial equipment, Flat Fin (Cubic Inch Volume is Height X Width X Depth)	Vendor(s)	Price	Warranty of Parts	Notes:
3.2 Radiator Recoring Services - Price per square inch for industrial equipment, Vertical Thermal Heating (VTH) (Cubic Inch Volume is Height X Width X Depth)	A B C Radiator & Air, Inc.	\$0.54	365	
3.3 Radiator Recoring Services - Price per square inch for light trucks, Flat Fin (Cubic Inch Volume is Height X Width X Depth)	A B C Radiator & Air, Inc.	\$0.49	365	
3.4 Radiator Recoring Services - Price per square inch for light trucks, VTH (Cubic Inch Volume is Height X Width X Depth)	A B C Radiator & Air, Inc.	\$0.54	365	
3.5 Radiator Recoring Services - Price per square inch for passenger vehicles (Cubic Inch Volume is Height X Width X Depth)	A B C Radiator & Air, Inc.	\$0.49	365	
3.6 Radiator Repair Services - Price per square inch for any type vehicle (Cubic Inch Volume is Height X Width X Depth)	A B C Radiator & Air, Inc.	\$0.49	365	

OEM Aftermarket Vehicle Parts, Services, and Repairs for City Vehicles

The City of Miami end user department obtaining quotes under this contract should obtain quotes from all of the vendors listed for that brand since the minimum discounts offered will differ from part to part. Final decision should be based on the lowes price meeting the City's needs which included criteria including but not limited to: Delivery or completion time, quality of part, warranty of part.

1 Group 1: Original Equipment Manufacturer (OEM) Discount off Manufacturer Suggested Retail Price (MSRP) for Parts and Labor Discount

	Vendor(s)	Hourly Labor Rate / Minimum Percent Discount of OEM Replacement Parts	Warranty on Labor / Warranty of Parts	Notes:
3.7 New Radiators: Discount off Manufacturer Suggested Retail Price (MSRP) - express as a decimal, i.e. 25% discount = .25	A B C Radiator & Air, Inc.	\$0.06	90	
3.8 Diesel Particulate Filter (DPF) Filter cleaning	A B C Radiator & Air, Inc.	20%	365	
3.9 Diesel Oxidation Catalyst (DOC) Filter cleaning	A B C Radiator & Air, Inc.	\$120.00	182	
3.10 Fuel Tank Cleaning and Repairs (for tanks up to 100 Gallons)	A B C Radiator & Air, Inc.	\$70.00	182	
3.11 Fuel Tank Flush Only (for tanks up to 100 Gallons)	A B C Radiator & Air, Inc.	\$278.00	90	
3.12 Fuel Tank Cleaning and Repairs (for tanks over 100 Gallons)	A B C Radiator & Air, Inc.	\$210.00	90	
3.13 Fuel Tank Flush Only(for tanks over 100 Gallons)	A B C Radiator & Air, Inc.	\$310.00	90	
3.14 Radiator or Fuel Tank Cleaning and Repairs Hourly Labor Rate (for other services not described)	A B C Radiator & Air, Inc.	\$210.00	90	
3.15 Radiator or Fuel Tank Cleaning and Repairs Hourly Labor Rate For On-Site Repairs (for other services not described, regular business hours only no overtime)	A B C Radiator & Air, Inc.	\$88.00	90	
	A B C Radiator & Air, Inc.	\$132.00	90	Per person / Per Hour

Prepared by: Eduardo Falcon

RESOLUTION NO. 2023-

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, CO-DESIGNATING THE PORTION OF CROSS STREET BETWEEN WESTWARD DRIVE AND HIBISCUS DRIVE AS "CAROLE COONS WAY"; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") Council hereby seeks to recognize and honor longtime resident and business owner, Carole Coons; and

WHEREAS, Carole Coons has been an integral part of the Miami Springs business community, showcasing exemplary dedication and leadership in her business endeavors; and

WHEREAS, Carole Coons has demonstrated exceptional entrepreneurship, vision, and innovation, contributing significantly to the growth and prosperity of the local economy; and

WHEREAS, Carole Coons has consistently displayed a strong commitment to community engagement, actively supporting local initiatives, thereby enhancing the quality of life for residents in Miami Springs; and

WHEREAS, Carole Coons has served as an inspiring role model, fostering an environment of professionalism, integrity, and inclusivity within her business and among her peers;

WHEREAS, the City Council has determined that it is proper and appropriate to recognize Carole Coons by co-designating the portion of Cross Street between Westward Drive and Hibiscus Drive as "Carole Coons Way"; 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. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

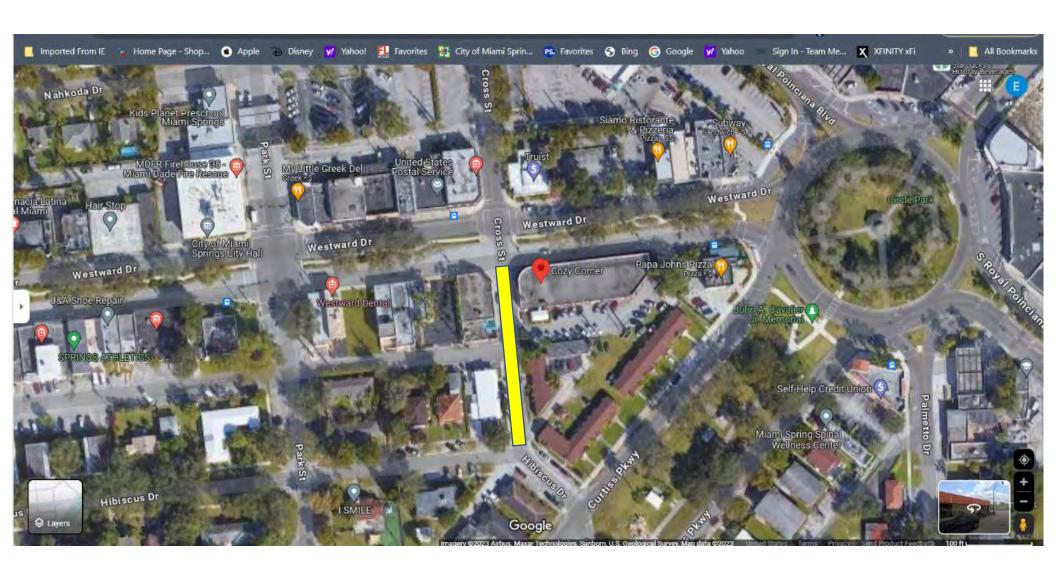
<u>Section 2.</u> <u>Co-Designation.</u> The City Council hereby approves the co-designation of the portion of Cross Street between Westward Drive and Hibiscus Drive as "Carole Coons Way" as shown on Exhibit "A" attached hereto.

<u>Section 3.</u> <u>Authorization.</u> The City Council authorizes the City Manager to take all actions necessary to implement this Resolution. The City Manager is authorized to place the appropriate signage or markers along the designated area, subject to obtaining all required federal, state, and/or local approvals, as applicable.

all required	federal, state, and/or local a	pprovals, as a	pplicable.			
<u>Sect</u>	ion 4. Effective Date. The	nat this Resolu	ıtion shall be	effective	e immedia	tely
upon adopti	ion.					
The f	foregoing Resolution was off	fered by		_ who	moved	its
adoption. T	he motion was seconded by	<i></i>	and upon b	eing put	to a vote,	the
vote was as	s follows:					
	Vice Mayor Jacky Bravo Councilman Jorge Santin Councilman Dr. Walter Fa Councilman Dr. Victor Vaz Mayor Maria Puente Mitch	zquez				
PAS	SED AND ADOPTED this 11	Ith day of Dec	ember, 2023.			
		MARIA PUEI	NTE MITCHE	LL		
ATTEST:		MAYOR				
ERIKA GON CITY CLER	NZALEZ, MMC K					
_	D AS TO FORM AND LEGA JSE AND RELIANCE OF TH		_	GS ONL'	Y:	
WEISS SEF	ROTA HELFMAN COLE & B	 IERMAN, P.L.				

CITY ATTORNEY

Exhibit A





AGENDA MEMORANDUM

Meeting Date: 12/11/2023

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

Via: JC Jimenez, City Manager

From: Paul O'Dell, Golf and Country Club Director

Subject: Wesco/Hector Turf

RECOMMENDATION:

Recommendation by Golf that Council approve an increase to the City's current open purchase order # 240191 with Wesco/Hector, in an amount not to exceed \$16,000.00, for parts needed to repair our Toro golf maintenance equipment and for Toro irrigation supplies as there is only one source (proof attached) for the required supplies as funds were budgeted in the FY23/24 Budget pursuant to Section §31.11 (F)(5)(11)(C) of the City Code.

DISCUSSION: Wesco/Hector Turf is the sole distributor for the Southeast Florida region that carries the parts and supplies needed in order to maintain all of the Toro golf maintenance equipment including the Toro irrigation equipment at the golf course.

Submission Date and Time: 11/15/2023 2:41 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Golf Prepared by: Laurie Bland Attachments: Yes No Budgeted/ Funded: Yes No	Dept. Head: Procurement: Asst. City Mgr.: City Manager:	Dept./ Desc.: Golf Course Operations Account No.: 001-5707-572-4600 Additional Funding: N/A Amount previously approved: \$ 19,000.00 Current request: \$ 16,000.00 Total vendor amount: \$ 35,000.00

8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196
• Phone 952-888-8801 • www.thetorocompany.com • Fax 952/887-8258

June 15, 2022

Miami Springs Golf Club Attn: Ms. Laurie Bland 650 Curtiss Parkway Miami Springs, Florida 33166

Via E-mail: blandl@miamisprings-fl.gov

Dear Laurie,

This letter is to inform you that Hector Turf, at 1301 NW 3rd Street, Deerfield Beach, FL 33442 (954-429-3200) is the sole source for Toro commercial turf equipment and parts and Toro golf course irrigation products for your geographic area. The Toro commercial product line includes Greensmasters, Groundsmasters, Reelmasters, Utility Vehicles, Sprayers, Debris Equipment, Aeration Equipment, Sand Pros, Commercial Parts, and Irrigation Products.

Thank you for being a valued Toro customer and we look forward to assisting you in the near future.

If you have any questions regarding this, please contact me.

Sincerely,

Scott Papania, CSE District Sales Manager

The Toro Company

Commercial Products Division

Scott.papania@toro.com

RESOLUTION NO. 2023-

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ADDITIONAL TORO GOLF COURSE MAINTENANCE EQUIPMENT AND IRRIGATION PARTS FROM WESCO TURF, INC. D/B/A HECTOR TURF IN AN AMOUNT NOT TO EXCEED \$16,000; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of Toro golf course maintenance equipment and irrigation parts for the City's golf course (the "Supplies") from the Wesco Turf, Inc. d/b/a Hector Turf (the "Vendor"); and

WHEREAS, the City has an open purchase order with the Vendor for the Supplies, but needs to purchase additional Supplies in the amount of \$16,000, for a total amount not to exceed \$35,000 for Fiscal Year 2023-24; and

WHEREAS, the City Manager recommends that the purchase of the Supplies be deemed exempt from the 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 31-11(E)(6)(c) of the City Code, the City Council desires to approve the purchase of the additional Supplies from the Vendor in the amount of \$16,000, for a total amount not to exceed \$35,000 for Fiscal Year 2023-24; 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. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. Pursuant to Section 31-11(E)(6)(c), the City Council hereby approves the purchase of the additional Supplies from the Vendor in an amount not to exceed \$16,000, for a total amount not to exceed \$35,000 for Fiscal Year 2023-24.

<u>Section 3.</u> <u>Authorization.</u> 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 funds in an amount not to exceed \$35,000 for Fiscal Year 2023-24.

<u>Section</u>	4. Effective Date. This Resolution shall become	ne effective	e immedia	ıtely
upon adoption.				
The fore	egoing Resolution was offered by	who	moved	its
adoption. The	motion was seconded by and upon	being put	to a vote,	the
vote was as fol	lows:			
C C C	Councilmember Dr. Walter Fajet, Ph.D. Councilmember Jorge Santin Councilmember Dr. Victor Vazquez, Ph.D. Mayor Maria Puente Mitchell			
PASSEI	D AND ADOPTED this 11 th day of December, 202	23.		
	MARIA PUENTE MITCI MAYOR	HELL		
ATTEST:				
ERIKA GONZA CITY CLERK	ALEZ, MMC			
_	S TO FORM AND LEGAL SUFFICIENCY EAND RELIANCE OF THE CITY OF MIAMI SPRI	NGS ONL	Y:	
WEISS SEROT	TA HELFMAN COLE & BIERMAN, P.L.			



AGENDA MEMORANDUM

Meeting Date: 12/11/2023

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

Via: J.C. Jimenez, City Manager

From: Omar L. Luna, Recreation Director

Subject: Chemical Funds Approval

RECOMMENDATION:

Recommendation by Recreation that Council waive the competitive bid process in the best interests of the City because of Supreme Chemicals Customer Service and Dependability and approve an expenditure to Supreme Chemicals, Inc., on an "as needed basis" in the amount of \$33,500.00, for Bulk Liquid Chlorine for the Aquatic Center as funds were budgeted in the FY23/24 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION:

Supreme Chemical was the 2nd lowest responsible bidder by one cent after receiving three quotes. We have used Supreme Chemical as our vendor for the past 7 years, since the Grand Opening of the Aquatic Center. In April of 2022 we had negotiated a rate of \$2.35 per gallon. Earlier this year in July Supreme Chemicals, Inc advised us that they could no longer honor the rate of \$2.35 per gallon and that they would be raising it to \$2.99 per gallon. With that said, they have shown to be very dependable in addition to taking the time to become knowledgeable about our facility. Supreme Chemical will be providing the following pool chemicals; bulk liquid chlorine, as needed to maintain the proper chemical balance of the pool. The amount above is based on a weekly average of 250 gals, this number varies based on weather and bathing load.

Submission Date and Time: 12/6/2023 6:09 PM___

Submitted by:	Approved by (sign as applicable):	Funding:			
Department: Recreation Prepared by: Omar Luna Attachments: □Yes□No Budgeted/ Funded: □Yes□No	Dept. Head:	Dept./ Desc.: Parks and Recreation/Aquatics Account No.: 001-5702-572.52-06 Additional Funding: \$33,500.00			
	Asst. City Mgr.:	Amount previously approved: \$ \$35,000.00			
	City Manager:	Current request: \$ <u>\$33,500.00</u>			
		Total vendor amount: \$ <u>\$33,500.00</u>			

RESOLUTION NO. 2023-

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A SECOND AMENDMENT TO A POOL MAINTENANCE SERVICES AGREEMENT WITH SUPREME CHEMICAL AND POOL SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED \$33,500.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 13, 2021, the City of Miami Springs (the "City") entered into an agreement (the "Agreement") with Supreme Chemical and Pool Supply, Inc. (the "Contractor") for pool maintenance services for the City's Aquatic Center (the "Services"); and

WHEREAS, on May 23, 2022, the City Council adopted Resolution No. 2022-4005, approving a first amendment to the Agreement to reflect increases in the rates of the Services due to significant supply chain disruptions in many industries; and

WHEREAS, the Contractor is unable to provide the Services at the current rates approved under the First Amendment to the Agreement because the pricing of the materials and delivery needed for the Services has increased; and

WHEREAS, the City requested and received three quotes for the Services from other service providers; and

WHEREAS, the Contractor's Quote was the second lowest bid, but was only \$0.01 higher than the lowest bid; and

WHEREAS, the Contractor is knowledgeable of the City's pool facilities and has dependably provided the City with the Services for seven years; and

WHEREAS, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the Services as being in the best interest of the City due to the Contractor's similar pricing and prior experience providing the Services to the City; and

WHEREAS, the City Council desires to approve a Second Amendment to the Agreement (the "Second Amendment") in substantially the form attached hereto as

Res. No. 23-	
	Page 2 of 3

Exhibit "A" in an amount not to exceed \$33,500.00 pursuant to Section 31-11(E)(6)(g) of the City Code; 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:

<u>Section 1.</u> Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. The City Council approves the Second Amendment to the Agreement with the Contractor.

<u>Section 3.</u> <u>Authorization.</u> That the City Council hereby authorizes the City Manager to execute the Second Amendment to the Agreement with the Contractor in substantially the form attached hereto as Exhibit "A" in an amount not to exceed \$33,500.00, subject to the final approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Waiver. That the City Council hereby waives the City's competitive procurement requirements pursuant to Section 31-11(E)(6)(g) of the City Code for the Services as being in the best interest of the City.

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 be	ing put	to a vote,	the
vote was a	s follows:				
	Vice Mayor Jacky Bravo Councilmember Dr. Walter Fajet, Ph.D. Councilmember Jorge Santin Councilmember Dr. Victor Vazquez, Ph.I Mayor Maria Puente Mitchell)			

PASSED AND ADOPTED this 11th day of December, 2023.

MARIA PUENTE MITCHELL MAYOR

F	Res. No. 23
	Page 3 of 3
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

Second Amendment to Agreement with Supreme Chemicals and Pool Supply, Inc.

SECOND AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MIAMI SPRINGS

AND

SUPREME CHEMICAL AND POOL SUPPLY, INC.

THIS SECOND AMENDMENT to the PROFESSIONAL SERVICES AGREEMENT (the "Second Amendment") is entered into as of the ______ day of ______, 2023 (the "Effective Date of Second Amendment"), by and between the CITY OF MIAMI SPRINGS, a Florida municipal corporation, (the "City") and SUPREME CHEMICAL AND POOL SUPPLY, INC., a Florida corporation (hereinafter, the "Contractor"), collectively referred to as the "Parties."

WHEREAS, on April 13, 2021, the City entered into an agreement with the Contractor (the "Agreement") for certain pool maintenance services for its Aquatic Center pool (the "Services"); and

WHEREAS, the Contractor has provided the City with an updated rate schedule for the Services, attached hereto as Exhibit "A"; and

WHEREAS, the City and the Contractor have agreed to amend the Agreement to incorporate the new rates as further set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the City and Contractor agree as follows: ¹

- 1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
- 2. <u>Amendment of Section 3 of the Agreement.</u> Section 3 of the Agreement is amended as follows:
 - 3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated in accordance with the rates provided on Exhibit "A." Compensation shall not exceed \$25,427.70 \$33,500 per year.
- 3. <u>Exhibit "A" of the Agreement Replaced.</u> Exhibit "A" of the Agreement is hereby deleted in its entirety and replaced with Exhibit "A" to this Second Amendment.
- 4. <u>Conflict</u>; <u>Amendment Prevails</u>. In the event of any conflict or ambiguity between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall control.

¹ Coding: Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words.

- 5. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
- 6. **<u>Defined Terms</u>**. All initial capitalized terms used in this Second Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.
- 7. <u>Counterparts.</u> This Second Amendment 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 Second Amendment shall have the same force and effect as an original hereof.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

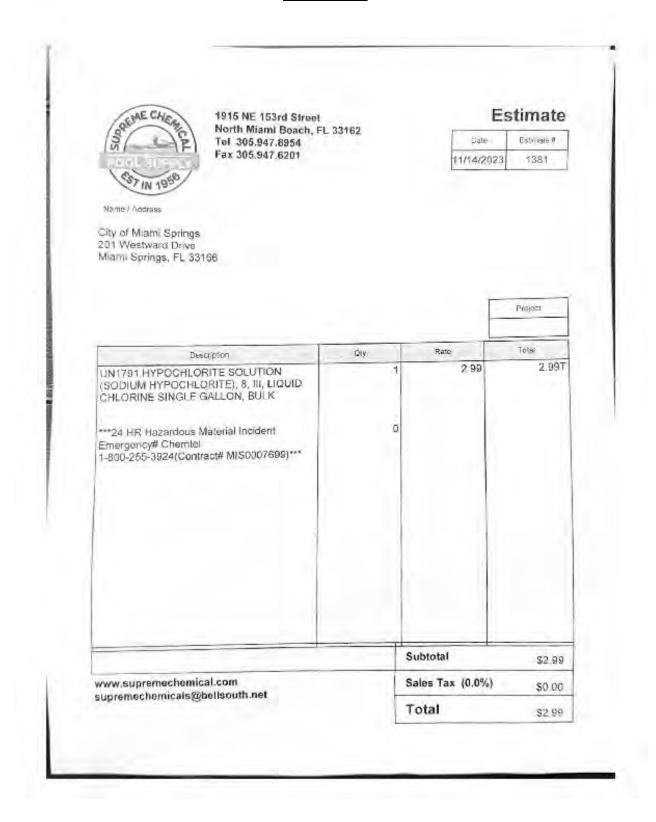
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the day and year Second stated above.

CITY OF MIAMI SPRINGS

CONTRACTOR

By:	Bv:
J.C. Jimenez, ICMA-CM	By: Entity: Supreme Chemical and Pool Supply, Inc.
City Manager	
A.,	
Attest:	
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:
Addresses for Notice:	1915 NE 153 rd Street
City of Miami Springs	North Miami Beach, FL 33162
Attn: City Manager	
201 Westward Drive	
Miami Springs, FL 33166	305-947-8954 (telephone)
305-805-5011 (telephone)	supremechemicals@bellsouth.net (email)
jimenezjc@miamisprings-fl.gov (email)	
With a copy to:	With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.	Will a copy to:
Attn: Haydee Sera, Esq.	
City of Miami Springs Attorney	
2800 Ponce de Leon Boulevard, 12 th Floor	(telephone)
Coral Gables, FL 33134	(email)
hsera@wsh-law.com (email)	

EXHIBIT A





AGENDA MEMORANDUM

Meeting Date: 12/11/2023

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

Via: JC Jimenez, City Manager

From: Paul O'Dell, Golf and Country Club Director

Subject: Greensgrade, Inc.

RECOMMENDATION:

Recommendation by Golf that Council approve an extension of the contract under RFP # 02-18/19 with Greensgrade, Inc. for an additional five year period until December 2028, in the amount of \$322,608, for golf course maintenance labor services as funds were budgeted in the FY 23/24 Budget pursuant to Section §31.11 (E)(5)(c) of the City Code and pursuant to the City's existing contract.

DISCUSSION: Greensgrade, Inc. provides golf course maintenance labor services for the Miami Springs Golf & Country Club. At this time, staff is very satisfied with the services provided by Greensgrade, Inc. and therefore we are recommending an award for an additional five year period. The current rates of this contract remain unchanged.

Submission Date and Time: 12/7/2023 8:12 PM__

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Golf Prepared by: Laurie Bland Attachments: Yes No Budgeted/Funded: Yes No	Dept. Head: Procurement: Asst. City Mgr.: City Manager:	Dept./ Desc.: Golf Course Maintenance Account No.: 001-5708-572-3400 Additional Funding: N/A Amount previously approved: \$ 0 Current request: \$ 322,608.00
		Total vendor amount: \$ <u>322,608.00</u>

RESOLUTION NO. 2023-

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, **AMENDMENT** APPROVING **FIRST** Α TO THE PROFESSIONAL SERVICES AGREEMENT WITH GREENS GRADE SERVICES, INC. FOR GOLF COURSE MAINTENANCE LABOR STAFFING SERVICES: PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 29, 2018, the City of Miami Springs (the "City") issued Request for Proposals No. 02-18/19 (the "RFP") for golf course maintenance labor staffing services (the "Services"); and

WHEREAS, pursuant to the RFP, on December 26, 2018, the City entered into an agreement (the "Agreement") with Greens Grade Services, Inc. (the "Contractor") for the Services; and

WHEREAS, the Agreement is set to expire on December 26, 2023; and

WHEREAS, the City Council desires to approve a First Amendment to the Agreement (the "First Amendment") in substantially the form attached hereto as Exhibit "A" to extend the term of the Agreement through December 26, 2028; 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. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. The City Council approves the First Amendment to the Agreement with the Contractor.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the First Amendment to the Agreement with the Contractor in substantially the form attached hereto as Exhibit "A," subject to the final approval of the City Attorney as to form, content, and legal sufficiency.

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

	Res. No	o. 23 Page 2	2 of 2
The foregoing Resolution was offered by		moved	its
adoption. The motion was seconded by and upon be	ing put	to a vote	, the
vote was as follows:			
Vice Mayor Jacky Bravo Councilmember Dr. Walter Fajet, Ph.D. Councilmember Jorge Santin Councilmember Dr. Victor Vazquez, Ph.D. Mayor Maria Puente Mitchell	- - - -		
PASSED AND ADOPTED this 11th day of December, 2023.			
MARIA PUENTE MITCHE MAYOR	LL		
ATTEST:			
ERIKA GONZALEZ, MMC CITY CLERK			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRING	S ONL	Y:	
 WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.			

CITY ATTORNEY

EXHIBIT A

FIRST AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MIAMI SPRINGS

AND

GREENS GRADE SERVICES, INC.

THIS FIRST AMENDMENT to the PROFESSIONAL SERVICES AGREEMENT (the "First Amendment") is entered into as of the ______ day of ______, 2023 (the "Effective Date of First Amendment"), by and between the CITY OF MIAMI SPRINGS, a Florida municipal corporation, (the "City") and GREENS GRADE SERVICES, INC., a Florida corporation (hereinafter, the "Contractor"), collectively referred to as the "Parties."

WHEREAS, on November 29, 2018, the City issued Request for Proposals No. 02-18/19 (the "RFP") for golf course maintenance labor staffing services (the "Services"); and

WHEREAS, pursuant to the RFP, on December 26, 2018, the City entered into the agreement (the "Agreement") attached hereto as Exhibit "A" with the Contractor for the Services, consistent with the Contractor's Proposal attached hereto as Exhibit "B"; and

WHEREAS, the Agreement is set to expire on December 26, 2023; and

WHEREAS, the City and Contractor desire to enter into this First Amendment to the Agreement to extend the term of the Agreement through December 26, 2028; and

WHEREAS, the City and the Contractor have agreed to amend the Agreement as further set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the City and Contractor agree as follows: ¹

- 1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
- 2. <u>Compensation.</u> Compensation for the Services provided by the Contractor shall be in accordance with hourly rates of the Contractor's Proposal attached as Exhibit "B" in an amount not to exceed \$322,608.
- 3. <u>Amendment of Section 3 of the Agreement.</u> Section 3 of the Agreement is amended as follows:
 - 2.1. This Agreement shall become effective upon execution by both parties and shall remain effective through December 26, 2023 December 26, 2028, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement

¹ Coding: Strikethrough words are deletions to the existing words. <u>Underlined words</u> are additions to the existing words.

by an additional 180 days by written notice to the proposer.

- 4. <u>Conflict</u>; <u>Amendment Prevails</u>. In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.
- 5. <u>Agreement Ratified</u>. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
- 6. <u>Defined Terms</u>. All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.
- 7. <u>Counterparts.</u> This First Amendment 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 First Amendment shall have the same force and effect as an original hereof.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI SPRINGS AND

GREENSGRADE, INC.

FOR GOLF COURSE MAINTENANCE LABOR STAFFING

THIS AGREEMENT is made between _____ CEPOC , SCAVE CONTROL CORPORATION, (hereinafter the "Proposer"), and the CITY OF MIAMI SPRINGS, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Proposer and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for (the "Project"); and

WHEREAS, the City desires to engage the Proposer to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Proposer and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Proposer shall furnish professional services to the City as set forth in the Scope of Services.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through, _____ 20 ___, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Proposer
- 2.2 Proposer agrees that time is of the essence and Proposer shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. Compensation and Payment.

3.1 The Proposer shall be compensated in the following manner:

On a number of hours completed by each staff for hours worked to complete the Scope of Services, provided, however, that total payments to Proposer shall not exceed \$________, without the prior written approval of the City. Proposer shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the hours(s) performed; and (ii) the hourly rate or rates of the persons performing the work. Expenses not expressly authorized by the Agreement shall not be reimbursed.

- 3.2 The City shall pay Proposer in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Proposer the undisputed portion of the invoice. Upon written request of the Finance Director, the Proposer shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. Sub-consultants.

- 4.1 The Proposer shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Services.
- 4.2 Any sub-consultants used for the Services must have the prior written approval of the City Manager or his designee.

City's Responsibilities.

- 5.1 Furnish to Proposer, at the Proposer's written request, existing reports and other data pertinent to the services to be provided by Proposer, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Proposer to enter upon real property as required for Proposer to perform services as may be requested in writing by the Proposer (if applicable).

6. Proposer's Responsibilities.

6.1 The Proposer shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional _______ under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Proposer's deliverables are incorrect, or fail to conform to the Scope of Services of the Services, upon written notification from the City Manager, the Proposer shall at Proposers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Proposer or Sub Consultant under this agreement.

7. Conflict of Interest.

7.1 To avoid any conflict of interest or any appearance thereof, Proposer shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. <u>Termination.</u>

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Proposer, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Proposer shall stop work on the Project.
- 8.3 In the event of termination by the City, the Proposer shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Proposer has first complied with the provisions of Paragraph 8.4.
- 8.4 The Proposer shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1 The Proposer shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. Nondiscrimination.

10.1 During the term of this Agreement, Proposer shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys' Fees and Waiver of Jury Trial.

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Indemnification.

- 12.1 Proposer shall defend, 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 out of, related to, or any way connected with Proposer's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Proposer and third parties made pursuant to this Agreement. Proposer 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 out of, related to, or in any way connected with Proposer's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
 - 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Proposer.

13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: William Alonso City Manager

City of Miami Springs, 201 Westward Drive

Miami Springs, Florida 33166

With a Copy to: Daniel A Espino, Esq.

City Attorney

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

2525 Ponce De Leon Boulevard, 7th Floor

Coral Gables, FL 33134

For The Proposer:

BRUNGERMON SCRUICES
10053 KIW 11 SF
P. PINES FC 33006

Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Proposer providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Proposer involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Proposer to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. Nonassignability.

17.1 This Agreement shall not be assignable by Proposer unless such assignment is first

approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Proposer, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability.

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Independent Proposer.

19.1 The Proposer and its employees, volunteers and agents shall be and remain independent Proposers and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. <u>Compliance with Laws.</u>

20.1 The Proposer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. Waiver

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.

23.1 The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Counterparts

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute the signature: The City, signing by and through its City M to execute same and by Proposer by and through its_representative has been duly authorized to execute same	anager, attested to by its City Clerk, duly authorized whose
Attest: By: Corporate Erika Gonzalez-Santamaria, City Clark Date: Documber 26, 2018 Approved As To Form and Legal Sufficiency for the Use	William Ałonso, City Manager Date: 12/(9/()) see And Reliance of the City of Miami Springs Only:
Weiss Serota Helfman Pasteriza Cole & Bensike, PL City Attorney	PROPOSER By: Masing and Total Date: 13-18-118

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and year Second stated above.

CITY OF MIAMI SPRINGS

CONTRACTOR

By:	By:
J.C. Jimenez, ICMA-CM	Entity. Greens Grade Services, inc.
City Manager	
City Manager	
Attest:	
Dve	
By:Erika Gonzalez, MMC	
City Clerk	
City Cicik	
Approved as to form and legal sufficiency:	
D.	
By:	
Weiss Serota Helfman Cole & Bierman, P.L.	
City Attorney	
Addresses for Notice:	Addresses for Notice:
City of Miami Springs	12253 NW 11TH STREET
Attn: City Manager	Pembroke Pines, FL 33026
201 Westward Drive	Attn: President
Miami Springs, FL 33166	
305-805-5011 (telephone)	954-309-6984 (telephone)
jimenezjc@miamisprings-fl.gov (email)	greensgrade@bellsouth.net (email)
With a copy to:	
Weiss Serota Helfman Cole & Bierman, P.L.	With a copy to:
Attn: Haydee Sera, Esq.	
City of Miami Springs Attorney	
2800 Ponce de Leon Boulevard, 12 th Floor	
Coral Gables, FL 33134	(telephone)
hsera@wsh-law.com (email)	(email)



Phone: (305) 805-5034 Fax: (305) 805-5036 Website: www.miamisprings-fl.gov

CITY OF MIAMI SPRINGS PLANNING DEPARTMENT

STAFF REPORT

TO City Council

City of Miami Springs

FROM Alex David, Director of Miami-Dade Office

Calvin, Giordano & Associates, Inc.

Planning Consultant

CC: Silvia Vargas; Antonio Augello

Calvin, Giordano & Associates, Inc.

DATE December 11, 2023

SUBJECT Amend Chapter 150 Relating to Accessory Structure and

Swimming Pool Regulations

Background

One of the roles of the City's Planning Department Staff is to review permit applications for compliance with the development regulations found in Chapter 150, Zoning Code. In reviewing recent swimming pools and decks applications in relation to the requirements found in the Code, it has become apparent that the Code does not provide clear, adequate regulations for the approval of this accessory use.

For example, at present, the Zoning Code does not contain setback regulations for swimming pools and decks. This is one of the deficiencies of Sec. 150-014 that the proposed amendment seeks to correct. Similarly, the safety barrier regulations have been updated to reference and reflect the recent changes in the Florida Statutes regarding safety feature requirements for swimming pools.

Related, but not specific to swimming pools, are proposed amendments to improve the clarity of the accessory structure subsections in each of the single-family residential zoning districts with regard to swimming pool (Sections 150-141 to 150-144).

Although swimming pools and decks are not counted towards lot coverage the size of swimming pools and decks could be limited by the proposed setbacks, if approved.

Recommendations

Staff has reviewed relevant sections of Chapter 150, Zoning Code relating to swimming pools and accessory structures in single-family residential zoning districts, and recommends that the City Council **adopt** the proposed amendments.

Attachments

Additionally, the following documents are attached to this report as reference to the Application.

- 1. Notice of Public Hearing
- 2. DRAFT Ordinance



1	ORDINANCE NO. 2023
2	AN ORDINANCE OF THE CITY OF MIAMI SPRINGS,
3	FLORIDA, AMENDING CHAPTER 150, "ZONING CODE,"
4	OF THE CITY'S CODE OF ORDINANCES TO UPDATE
5	ACCESSORY STRUCTURE AND SWIMMING POOL
6	REGULATIONS; PROVIDING FOR CONFLICTS;
7	PROVIDING FOR SEVERABILITY; PROVIDING FOR
8	CODIFICATION; AND PROVIDING FOR AN EFFECTIVE
9	DATE.
10	WHEREAS, the City of Miami Springs (the "City") finds it periodically necessary to
11	amend its Code of Ordinances (the "Code") in order to update regulations and procedures
12	to implement municipal goals and objectives; promote the health, safety, order,
13	convenience, comfort, and general welfare of the public; and promote and preserve the
14	character and quality of the City as articulated in the City's Comprehensive Plan; and
15	WHEREAS, the City Council desires to update and revise the City's Zoning Code
16	to address various community needs as set forth in Exhibit A attached hereto and
17	incorporated herein; and
	MUEDEAO COOO dubu maticad mublic became in
18	WHEREAS, on, 2023, at a duly noticed public hearing in
19 20	accordance with law, the City Council, sitting in its capacity as the Local Planning Agency, reviewed and recommended approval of this Ordinance, and determined that it is
21	consistent with the City's Comprehensive Plan; and
22	WHEREAS, the City Council finds that this proposed Ordinance serves to further
23	enhance the protection of the public health, safety and welfare.
24	NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL
24 25	OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:1
26	Section 1. Recitals. That the above recitals are confirmed, adopted, and
27	incorporated herein and made a part hereof by reference.
28	<u>Section 2.</u> <u>Amending Code.</u> That Chapter 150, "Zoning Code," of the Code of Ordinances of Miami Springs, Florida, is hereby amended to read as set forth in Exhibit
29 30	A attached hereto and incorporated herein.
30	A attached hereto and incorporated herein.
31	Section 3. Conflicts. All Sections or parts of Sections of the Code of
32	Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of
33	Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.
34	Section 4. Severability. That the provisions of this Ordinance are declared to
35	be severable and if any section, sentence, clause or phrase of this Ordinance shall for
36	any reason be held to be invalid or unconstitutional, such decision shall not affect the

¹ Coding: Strikethrough words are deletions to the existing words. <u>Underlined words</u> are additions to the existing words. Changes between first and second reading are indicated with yellow highlighted deuble-strikethrough and double underline.

Ordinance No.	-2023
	Page 2 of 2

37 38 39	validity of the remaining sections, sentences, clauses, and phrases of this Ordinance bu they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.			
40 41 42 43 44	Section 5. Codification. That it is the intended hereby ordained that the provisions of this Ordinance of the City Code, that the sections of this Ordinance maccomplish such intentions, and that the word Ordinan other appropriate word.	shall become lay be renumb	and be made a papered or relettered	art to
45 46	<u>Section 6.</u> <u>Effective Date.</u> That this Ordinately upon adoption on second reading.	dinance shall	become effecti	ve
47	PASSED ON FIRST READING on the _ day of	-	, 2023, on a moti	on
48	made by and seconded by			
49	PASSED AND ADOPTED ON SECOND REA	DING this	day of, 202	24,
50	on a motion made by and seconded by		. Upon being put to	o a
51	roll call vote, the vote was as follows:			
52 53 54 55 56	Vice Mayor Jacky Bravo Councilmember Jorge Santin Councilmember Dr. Victor Vazquez, Ph.I Councilmember Dr. Walter Fajet, Ph.D. Mayor Maria Puente Mitchell	D		
57 58 59 60 61 62 63 64 65	ATTEST:	A PUENTE MI' R	TCHELL	
66 67 68 69	ERIKA GONZALEZ, MMC CITY CLERK			
70 71 72 73	APPROVED AS TO FORM AND LEGAL SUFFICIENCE FOR THE USE AND RELIANCE OF THE CITY OF MI		S ONLY:	
74 75 76	WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. CITY ATTORNEY			

EXHIBIT A

Sec. 150-014. - Swimming pools and safety barriers.

- (A) Inspection and approval. Unless the swimming pool area is entirely enclosed and surrounded by a safety barrier of sufficient strength to prevent small children from reaching or entering the pool, except through a lockable gate or door, no final inspection and approval shall be given by the building inspector.
- (B) Safety barrier. The safety barrier shall take the form of a fence or wall constructed of approved materials, completely surrounding either the pool/patio area or yard of the property whereon the swimming pool is located, as further specified in division (E) below.
- (C) Height. The minimum height of any fence or wall shall be not less than four feet.
- (A) (D) It shall be unlawful to construct an underground Swimming pools are prohibited in the front yard or in the front yard setback of any residential dwelling in the City.
- (E) Enclosure. The safety barrier shall be erected either around the swimming pool or around the premises on which the swimming pool is erected; in either event, it shall enclose the swimming pool area entirely, prohibiting unrestrained admittance to the enclosed area.
- (F) Gates. Gates shall be of the self locking type so that they shall automatically be in a closed position at all times, and shall also be equipped with a safe lock.
- (B) <u>Residential swimming pools must meet at least one of the requirements relating to pool safety features required by Section 515.27, Florida Statutes, as amended.</u>
- (C) (G) Fences and walls. A fence or wall that is to be utilized as a safety barrier shall be constructed and maintained in accordance with the provisions of § 150-013.
- (D) (H)—Permits. Before any work is commenced, permits shall be secured for all swimming pools and for safety barriers. Plans shall contain all details to show compliance with the terms and conditions of these regulations. No swimming pool permit shall be issued unless simultaneously a permit is simultaneously secured for the erection of the safety barrier. If the premises are already enclosed, as hereinabove provided, a permit for the safety barrier shall not be required, if upon inspection of the premises, the existing barrier complies with the provisions of this section.
- (I) Existing pools. The owner of any swimming pool which shall have been completed prior to the adoption of this section shall erect the safety barrier herein required within six months of the adoption hereof.
- (E) (J) A swimming pool with screen enclosure may be constructed in the rear yard of a single-family dwelling. Screen enclosures shall have a maximum height of 12 feet and the following minimum setbacks: The pool shall be located so that the enclosure is not less than seven and one half feet from an interior side lot line or 15 feet from a side lot line adjacent to a street, and is not less than ten feet from the rear lot line; provided, however, that the pool enclosure may be within five feet of a rear lot line which is

adjacent to a dedicated alley or alley easement, or to a golf course, lake, or similar dedicated open space.

<u>Yard</u>	<u>Single-Family Districts –</u> <u>Screen Enclosure Setbacks</u>
<u>Rear</u>	<u>5 ft</u>
Side, interior	<u>5 ft</u>
Side, street	<u>15 ft</u>

(F) <u>Setbacks. Swimming pools shall have minimum setbacks, which shall be measured from the swimming pool's waterline to the property line, as follows:</u>

	Single-Family Districts – Swimming Pool Setbacks
<u>Rear</u>	<u>7.5 ft</u>
Rear - alley, lake, golf course, or similar dedicated open space	<u>5 ft</u>
<u>Side</u>	<u>7.5 ft</u>

(G) <u>Decking surrounding a swimming pool shall have a minimum setback of 2.5 feet from</u> any property line.

* * *

Sec. 150-041. - R-1A district.

- (A) Uses permitted.
 - (1) Single-family dwelling. In no case shall there be more than one main building on a lot.
 - (2) Accessory structures and uses incidental to the single-family dwelling when placed on the same lot or parcel of land and not used or operated commercially, including, private garages, children(s) playhouses, tool sheds, and workshops. Accessory structures and uses such as servant(s) quarters, guest houses, and any other type of dwelling or dwelling unit are prohibited. Accessory structures shall occupy not more than 15 percent of the area of the rear yard. Notwithstanding any other definition or provision contained within the Code of Ordinances to the contrary, the "total rear yard area" for the purposes of the calculations required for the determination of the percentage of rear yard occupancy shall include all areas of property on the site from

the vertical walls of structure backward to the rear property line, regardless of whether any such wall is recessed behind the part of the structure from which the required rear yard setback is measured. Accessory structures and all constructed additions shall conform in design and character to that of the main building and be constructed in accordance with all other applicable provisions of City Ordinances. All additions constructed onto existing single-family residences shall conform to the minimum habitable space provisions set forth in the South Florida Building Code. Except for swimming pools and decks setbacks, 7the placement and location of all such accessory structures in rear yards of properties shall be as follows: provide a separation of at least ten feet from the main building, from other accessory structures and from utility sheds, and shall not be located closer to the side yard boundary line than the required side yard setback for the main building, nor closer than five feet to the rear yard boundary line of the property. Each single-family residential homesite may contain a maximum of two accessory structures, so long as such structures comply with the foregoing construction and location limitations and restrictions. Single-family residential homesites that already maintain a utility shed thereon may only contain one accessory structure which meets the construction and location limitations and restrictions previously set forth herein.

- (a) Minimum rear yard setback: Five feet.
- (b) Minimum side yard setback: 10% of lot width. No less than five feet for interior lot lines and no less than 15 feet for corner lot lines.
- (c) Minimum distance separation from main residence and other accessory structures: 10 feet.
- (d) Maximum number of accessory structures: Two Three.
- (e) Maximum rear yard lot coverage: 15%.

* * *

- (H) Maximum lot coverage. There should shall be a maximum lot coverage of 40%.
- (I) Minimum landscaped pervious area. There should shall be a minimum landscaped pervious area of 30%.

Sec. 150-042. - R-1B district.

- (A) Uses permitted.
 - (1) Single-family dwelling. In no case shall there be more than one main building on a lot.
 - (2) Accessory structures and uses incidental to the single-family dwelling when placed on the same lot or parcel of land and not used or operated commercially, including, private garages, children(s) playhouses, tool sheds, and workshops. Accessory structures and uses such as servant(s) quarters, guest houses, and any other type of dwelling or dwelling unit are prohibited. Accessory structures shall occupy not more than 15 percent of the area of the rear yard. Notwithstanding any other definition or provision contained within the Code of Ordinances to the contrary, the "total rear yard area" for the purposes of the calculations required for the determination of the percentage of rear yard occupancy shall include all areas of property on the site from the vertical walls of structure backward to the rear property line, regardless of whether any such wall is recessed behind the part of the structure from which the required rear yard setback is measured. Accessory structures and all constructed additions shall conform in design and character to that of the main building and be constructed in accordance with all other applicable provisions of City Ordinances. All additions constructed onto existing single-family residences shall conform to the minimum habitable space provisions set forth in the South Florida Building Code. Except for swimming pools and decks setbacks, Tthe placement and location of all such accessory structures in rear yards of properties shall be as follows: provide a separation of at least ten feet from the main building, from other accessory structures and from utility sheds, and shall not be located closer to the side yard boundary line than the required side yard setback for the main building, nor closer than five feet to the rear yard boundary line of the property. Each single-family residential homesite may contain a maximum of two accessory structures, so long as such structures comply with the foregoing construction and location limitations and restrictions. Single family residential homesites that already maintain a utility shed thereon may only contain one accessory structure which meets the construction and location limitations and restrictions previously set forth herein.
 - (a) Minimum rear yard setback: Five feet.
 - (b) Minimum side yard setback: 10% of lot width. No less than five feet for interior lot lines and no less than 15 feet for corner lot lines.

CITY OF MIAMI SPRINGS December 11, 2023

- (c) Minimum distance separation from main residence and other accessory structures: 10 feet.
- (d) Maximum number of accessory structures: Two Three.
- (e) Maximum rear yard lot coverage: 15%.

* * *

- (H) Maximum lot coverage. There should shall be a maximum lot coverage of 40%.
- (I) *Minimum landscaped pervious area*. There <u>should shall</u> be a minimum landscaped pervious area of 30%.

* * *

Sec. 150-043. - R-1C district.

- (A) Uses permitted.
 - (1) One single-family dwelling. In no case shall there be more than one main building on a lot.
 - (2) Accessory structures and uses incidental to the single-family dwelling when placed on the same lot or parcel of land and not used or operated commercially, including, private garages, children(s) playhouses, tool sheds, and workshops. Accessory structures and uses such as servant(s) quarters, guest houses, and any other type of dwelling or dwelling unit are prohibited. Accessory structures shall occupy not more than 15 percent of the area of the rear yard. Notwithstanding any other definition or provision contained within the Code of Ordinances to the contrary, the "total rear yard area" for the purposes of the calculations required for the determination of the percentage of rear yard occupancy shall include all areas of property on the site from the vertical walls of structure backward to the rear property line, regardless of whether any such wall is recessed behind the part of the structure from which the required rear yard setback is measured. Accessory structures and all constructed additions shall conform in design and character to that of the main building and be constructed in accordance with all other applicable provisions of City Ordinances. All additions constructed onto existing single-family residences shall conform to the minimum habitable space provisions set forth in the South Florida Building Code. Except for swimming pools and decks setbacks, ‡the placement and location of all

such accessory structures in rear yards of properties shall be as follows: provide a separation of at least ten feet from the main building, from other accessory structures and from utility sheds, and shall not be located closer to the side yard boundary line than the required side yard setback for the main building, nor closer than five feet to the rear yard boundary line of the property. Each single-family residential homesite may contain a maximum of two accessory structures, so long as such structures comply with the foregoing construction and location limitations and restrictions. Single family residential homesites that already maintain a utility shed thereon may only contain one accessory structure which meets the construction and location limitations and restrictions previously set forth herein.

- (a) Minimum rear yard setback: Five feet.
- (b) Minimum side yard setback: 10% of lot width. No less than five feet for interior lot lines and no less than 15 feet for corner lot lines.
- (c) Minimum distance separation from main residence and other accessory structures: 10 feet.
- (d) Maximum number of accessory structures: Two Three.
- (e) Maximum rear yard lot coverage: 15%.

* * *

- (H) Maximum lot coverage. There should shall be a maximum lot coverage of 40%.
- (I) Minimum landscaped pervious area. There should shall be a minimum landscaped pervious area of 30%.

* * *

Sec. 150-044. - R-1D district.

- (A) Uses permitted.
 - (1) Any use permitted in the R-1C district.
 - (2) Accessory structures and uses incidental to the single-family dwelling when placed on the same lot or parcel of land and not used or operated commercially, including, private garages, children(s) playhouses, tool sheds, and workshops._Accessory structures and uses such as servant(s) quarters, guest houses, and any other type of

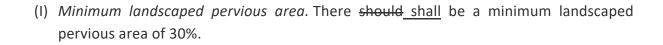
dwelling or dwelling unit are prohibited. Accessory structures shall occupy not more than 15 percent of the area of the rear yard. Notwithstanding any other definition or provision contained within the Code of Ordinances to the contrary, the "total rear yard area" for the purposes of the calculations required for the determination of the percentage of rear yard occupancy shall include all areas of property on the site from the vertical walls of structure backward to the rear property line, regardless of whether any such wall is recessed behind the part of the structure from which the required rear yard setback is measured. Accessory structures and all constructed additions shall conform in design and character to that of the main building and be constructed in accordance with all other applicable provisions of City Ordinances. All additions constructed onto existing single-family residences shall conform to the minimum habitable space provisions set forth in the South Florida Building Code. Except for swimming pools and decks setbacks, Tthe placement and location of all such accessory structures in rear yards of properties shall be as follows: provide a separation of at least ten feet from the main building, from other accessory structures and from utility sheds, and shall not be located closer to the side yard boundary line than the required side yard setback for the main building, nor closer than five feet to the rear yard boundary line of the property. Each single-family residential homesite may contain a maximum of two accessory structures, so long as such structures comply with the foregoing construction and location limitations and restrictions. Single family residential homesites that already maintain a utility shed thereon may only contain one accessory structure which meets the construction and location limitations and restrictions previously set forth herein.

- (a) Minimum rear yard setback: Five feet.
- (b) Minimum side yard setback: 10% of lot width. No less than five feet for interior lot lines and no less than 15 feet for corner lot lines.
- (c) Minimum distance separation from main residence and other accessory structures: 10 feet.
- (d) Maximum number of accessory structures: Two Three.
- (e) Maximum rear yard lot coverage: 15%.

* * *

(H) Maximum lot coverage. There should shall be a maximum lot coverage of 40%.

CITY OF MIAMI SPRINGS December 11, 2023





Memorandum

☐ Fort Lauderdale Office • 1800 Eller Drive • Suite 600 • Fort Lauderdale, FL 33316 • 954.921.7781(p) • 954.921.8807(f)

Miami-Dade Office ⋅ 2103 Coral Way ⋅ Suite 810 ⋅ Miami, FL 33145 ⋅ 786.485.5200(p) ⋅ 786.485.1520(f)

Date: August 18, 2023

To: Tammy Romero, Interim City Manager

From: Silvia Vargas, FAICP, LEED AP and Alex David, AICP

Subject: Cost Estimate of Potential Special Projects for FY 23-24 - **Updated**

Project: Miami Springs Planning and Zoning

CC:

The list and preliminary cost estimate for special projects has been updated and reorganized based on feedback received from Council during the meeting of August 14, 2023, as follows:

1. For the convenience of the Council, we have prioritized the list based on strategic significance (need) and urgency (timing), as follows:

- Strategically Significant and Urgent = Priority 1 (Red)
- Urgent, Not Strategically Significant = Priority 2 (Orange)
- Strategically Significant, not Urgent = Priority 3 (Blue)
- Not Strategically Significant and Not Urgent = Priority 4 (No color)
- 2. We eliminated amending the Gateway Overlay from the list given that the Council has tasked the City Attorney with amending the list of permitted uses in this district. However, there may be additional changes needed (e.g., regarding the underlying Multifamily Residential zoning) which will be incorporated into the overall clean-up.
- 3. At the request of Vice Mayor Santin, we have added to the list a re-envisioning project for the Abraham Tract District, based on recent shifts in the development market dynamics in the surrounding area (construction of Amazon Distribution Ctr., large-scale land acquisitions, plans for soccer stadium, etc.).
- 4. We have adjusted the scope and cost estimates of ordinance-driven processes based on additional information regarding process requirements, specifically that zoning code amendments are not reviewed by the Zoning and Planning Board in Miami Springs (thereby eliminating one step).
- 5. We have adjusted the scope and cost of the proposed mapping task upon learning that map data exist, so the Future Land Use and Zoning maps may not need to be created completely from scratch.

Each task scope may be further detailed once a process is undertaken and more is known about the key issues and priorities, data availability, and community engagement needs, among other factors. Changes may impact cost.

Our recommended approach to budgeting, based on experience in other communities, would be to allocate an overall not-to-exceed amount, with subsequent individual authorizations issued for each project. For your convenience, in certain cases we have also separated core scope components from recommended but optional services. Please do not hesitate to let us know if you have any questions or concerns.

Priority	Project	General Scope	Proposed Upset Limit	Comments/Notes
	Comprehensive Plan EAR-based amendments (2023- 2024 cycle)	 Analysis of recent legislation for impact on Comp Plan Amendments if necessary to comply with new statutory requirements since the last update (Nov 22) Required public review meetings (City Council (2) Transmittal to reviewing agencies 	\$9,000	Research and letter of notification under (FY23) budget Due August 1, 2024
	Abraham Tract District	Core components: Research & analysis Council workshop Community engagement (2 max) Code (text) amendment Required public review meetings (City Council (2))	\$24,500	 Review opportunities and constraints based on recent changes (e.g., Amazon Distribution Center, Soccer Stadium, etc.) Using MDC's Palmer Lake Charrette Study as point of departure
		Recommended services: • Economic/Market Analysis (subconsultant to CGA)	\$16,000	 A market-based grounding is strongly recommended to help ensure that the regulatory recommendations produce the desired results Could be combined with recommended study re: NW 36th St.
		Optional Services: Visualizations (up to 3)	\$8,000	To easily convey complex concepts
	NW 36 th Street Corridor Vision and Implementation Strategy	Core components: Research & analysis Code (text) but potentially also Comprehensive Plan amendments and corresponding map clean ups (if necessary) Council workshop Community engagement (2 max) Required public review meetings (City Council (2))	\$26,375	Ordinance



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	Transmittal to reviewing		
	agencies (if necessary)		
	Recommended services:Economic/Market Analysis (subconsultant to CGA)	\$16,000	 A market-based grounding is strongly recommended to help ensure that the regulatory
			recommendations produce the desired results.
	Optional Services:	\$8,000	 To easily convey
	 Visualizations (up to 3) 		complex concepts
Zoning Code Clean Up and Update	Core components: Code (text) amendment Review/Diagnosis Annotated outline Reorganization / Flow Internal consistency check Processes and procedures Removal of obsolescent regulations / Language Check Modernization / Introduction of best/state-of-the-art practices Key user engagement (2 max) Required public review meetings (City Council (2))	\$48,440	Ordinance (includes revisiting Gateway Overlay underlying MFR zoning)
	Optional services: Conversion of use and district-specific dimensional requirements to Summary Tables and production of visuals (graphics) to augment user friendliness and accessibility	\$10,000	Recommended to add user friendliness
Mapping (GIS)	 Preparation of base maps including Future Land Use and Zoning map files Research and analysis to document errors and necessary corrections in Future Land Use and Zoning maps Transmittal of FLUM amendment to agencies Required public review meetings (City Council (2)) 	\$8,000	