



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, January 22, 2024 – 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 Jorge Santin
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Presentation by Jesus Fuentes, Senior Project Manager at EXP for FDOT, on the NW 67th Avenue Corridor Project
- 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) January 8, 2024 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**
- 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 One 2024 Chevy Colorado Crew Cab 4WD Vehicle

For The Parks And Recreation Department From Alan Jay Automotive Management, Inc. D/B/A Alan Jay Fleet Sales In An Amount Not To Exceed \$37,610 Utilizing The Terms And Conditions Of City Of Tallahassee Agreement No. 5179 Pursuant To Section 31-11(E)(5) Of The City Code; Declaring A Certain Vehicle As Surplus Property; Authorizing The Sale Or Disposition Of Surplus Property; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With First Vehicle Services, Inc. For Fleet Management And Maintenance Services Utilizing The Terms And Conditions Of Sunrise Florida Contract Awarded To Pursuant To RFP No. 23-01-01-WI Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; 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 52, “Water,” Of The City’s Code Of Ordinances By Adding Section 52-14 To Incorporate Applicable Miami-Dade County Permanent Year-Round Landscape Irrigation Restrictions And Provide For Enforcement By The City; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

B) Discussion on revisions to the Gateway Ordinance; discuss scheduling workshop date

12. Other Business:

A) Mayor’s Message: Celebrating 2023 and Welcoming 2024

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



**CITY OF MIAMI SPRINGS
PUBLIC MEETING NOTICE**

The City of Miami Springs will hold a Council meeting on:
Monday, January 22, 2024 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/UC2at9KNqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

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

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

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

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

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

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

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

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

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

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

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



NW 67 Avenue Intermodal Freight Corridor Analysis



**City of Miami Springs Commission Meeting
January 22, 2024**



Meet our Team



DANIEL LAMECK

FDOT Project Manager

Daniel.Lameck@dot.state.fl.us (305)

470-5238



JESÚS FUENTES, PE

Consultant Project Manager

Jesus.Fuentes@exp.com

(954) 495-6341



AMY ELMORE, AICP

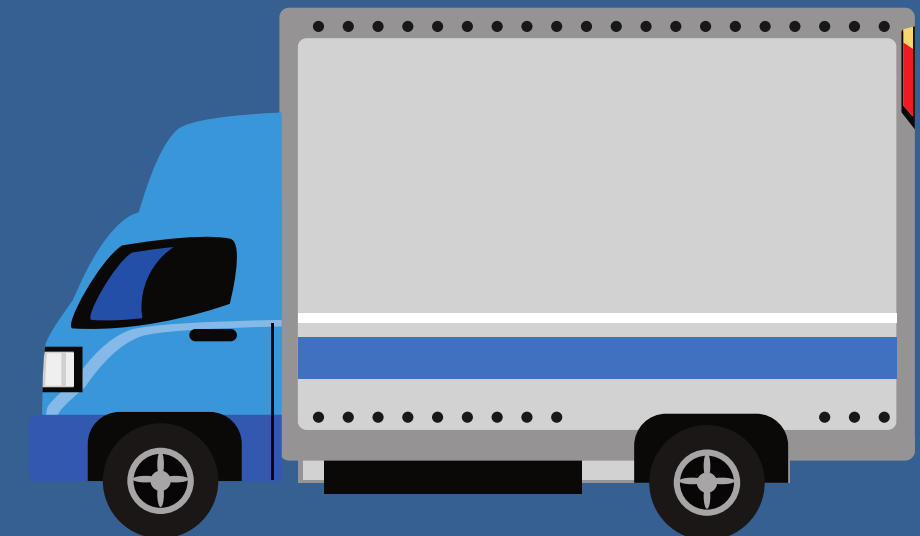
Community Outreach Specialist

Amy.Elmore@exp.com

(813) 469-2437

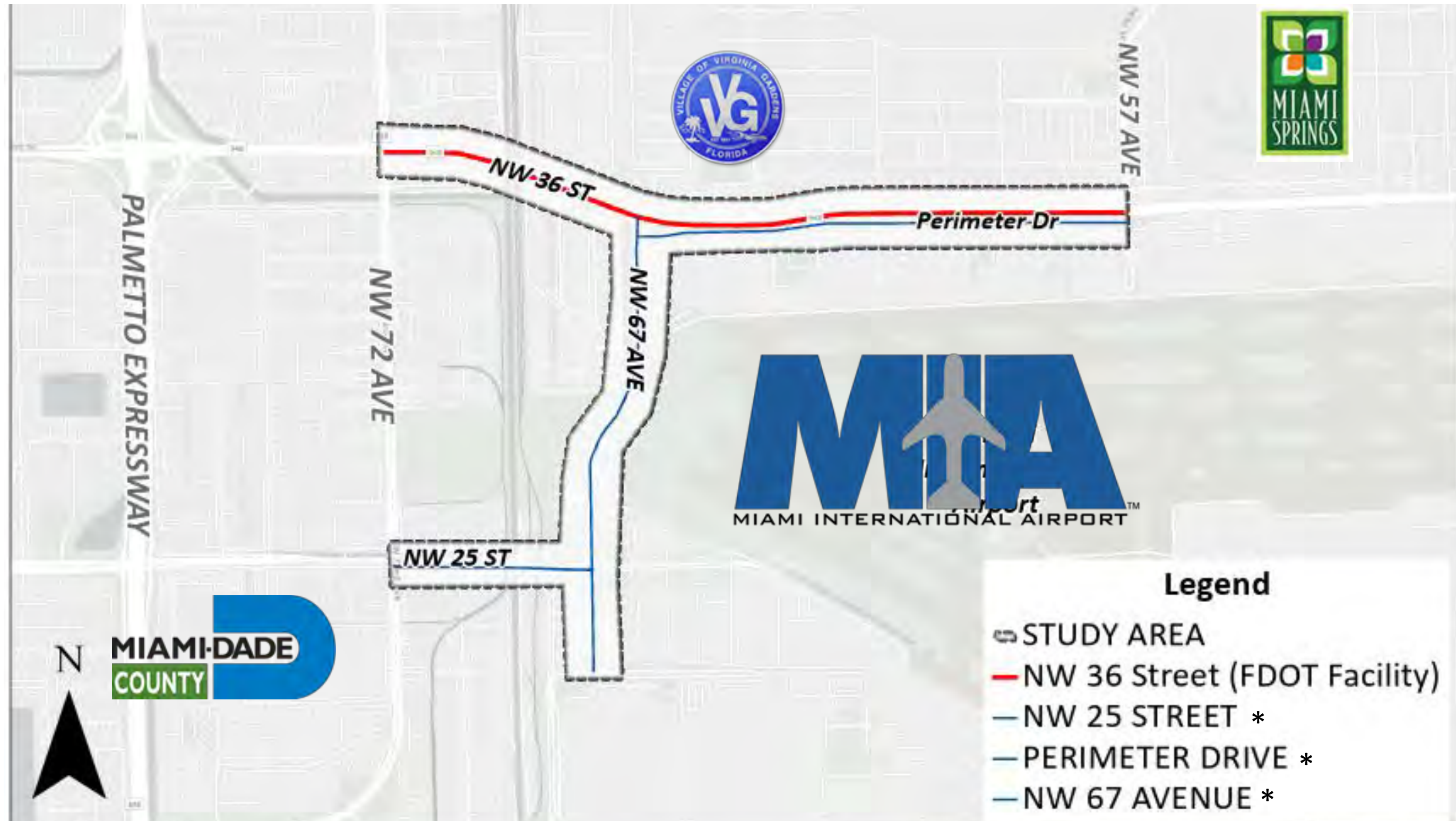
FDOT | Agenda

- Description of the Study Area
- Freight Studies in The Area
- Steps Completed So Far
- Elected Officials/Public Feedback Received
- Future Forecasts
- Safety Issues
- Potential Recommendations for the Off-system Facilities
- Next Steps

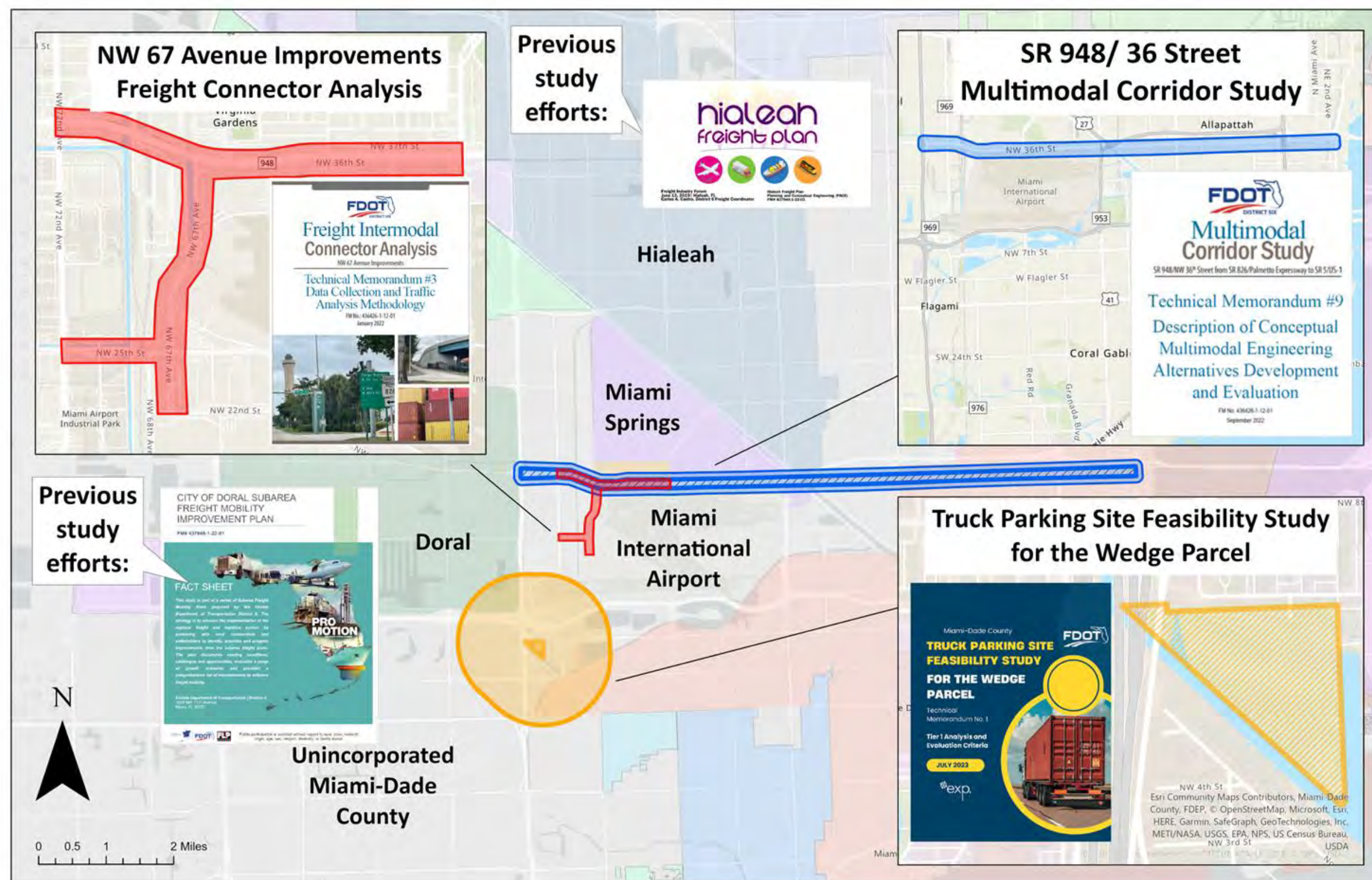




Study Area Location Map



* Off-system facilities maintained by Miami-Dade County





Steps Completed So Far

TECHNICAL MEMORANDA

- Purpose and Need Statement
- Data Collection and Existing Condition Analysis
- Travel Forecasting Methodology
- Future Operations Analysis
- Development of Alternatives Methodology
- Performance Measures
- Development of Conceptual Typical Sections and Recommendations

PUBLIC OUTREACH

- PAT Meeting # 1 - 05.30.23
- FTAC July Meeting - 07.12.23
- Public Meeting #1 - 07.19.23





Steps Completed So Far

PUBLIC OUTREACH

- Walking Audit with the Village of Virginia Gardens – 10.04.23
- PAT Meeting # 2 - 10.10.23
- Public Meeting #2 - 10.30.23
- FTAC November Meeting - 11.08.23
- PAT Meeting # 3 – 11.29.23

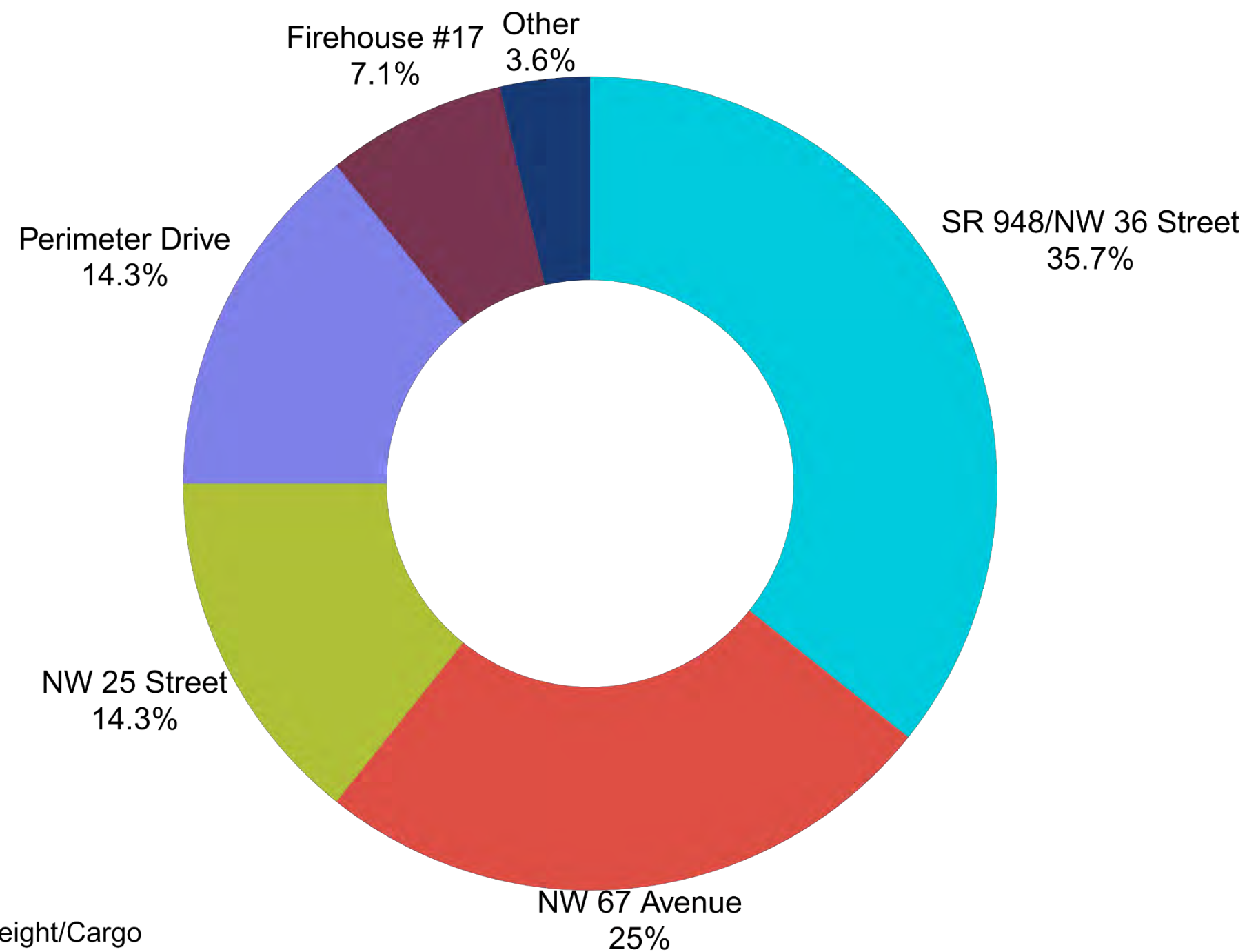
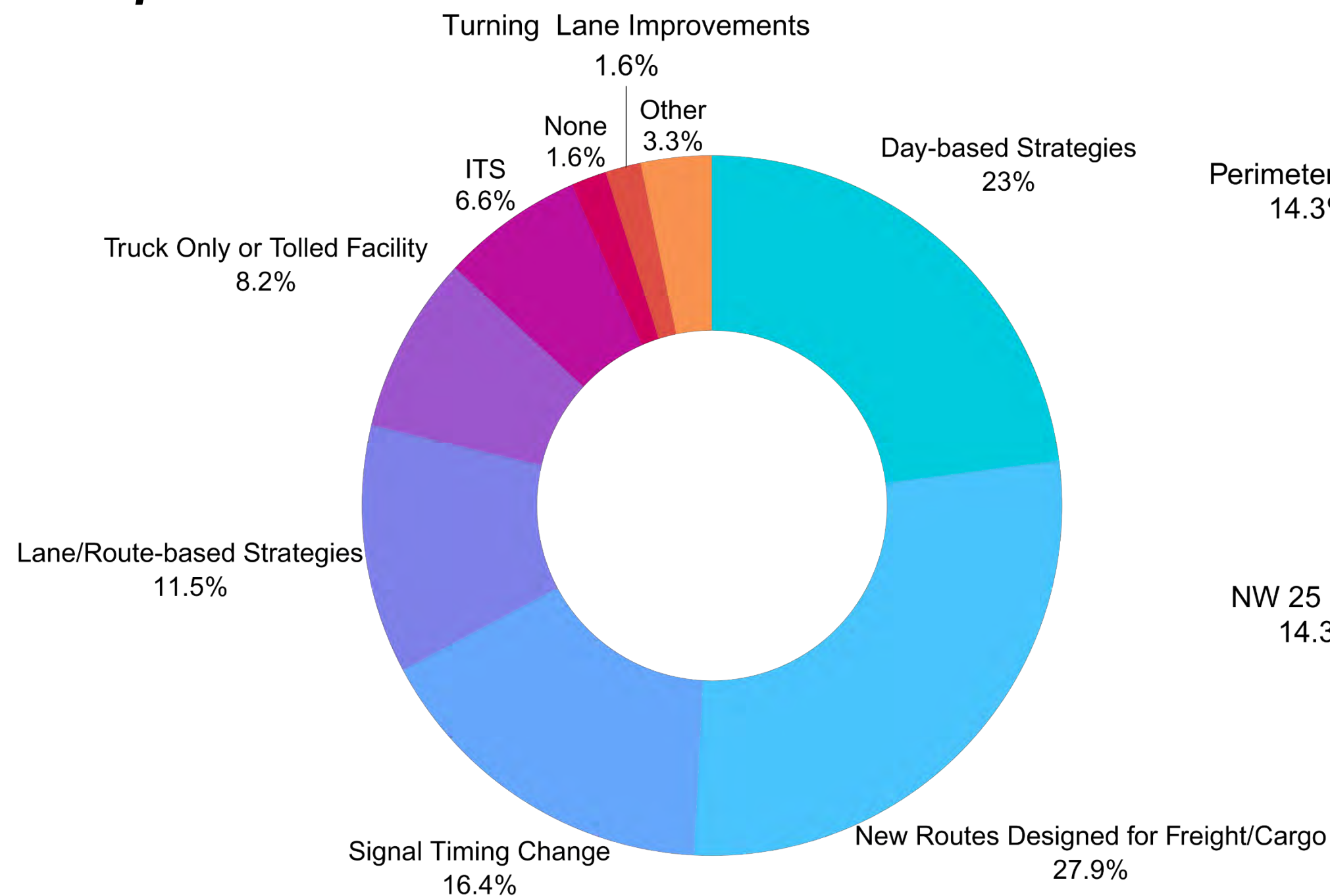




Public and Elected Officials Feedback*

Have you experienced flooding or water ponding in the study area?

How can freight/cargo movement be improved?



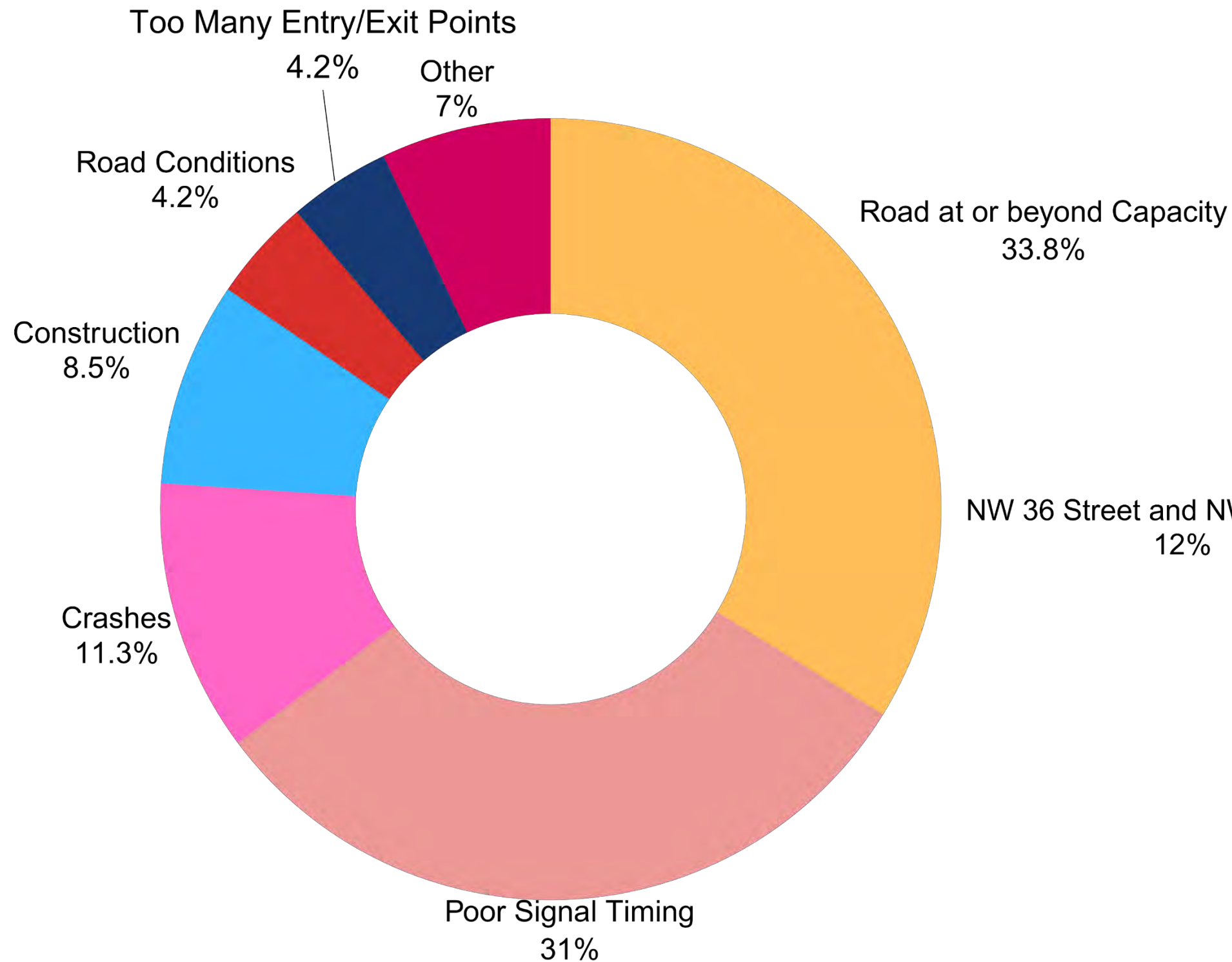
*Input obtained from different stakeholders, residents, etc.



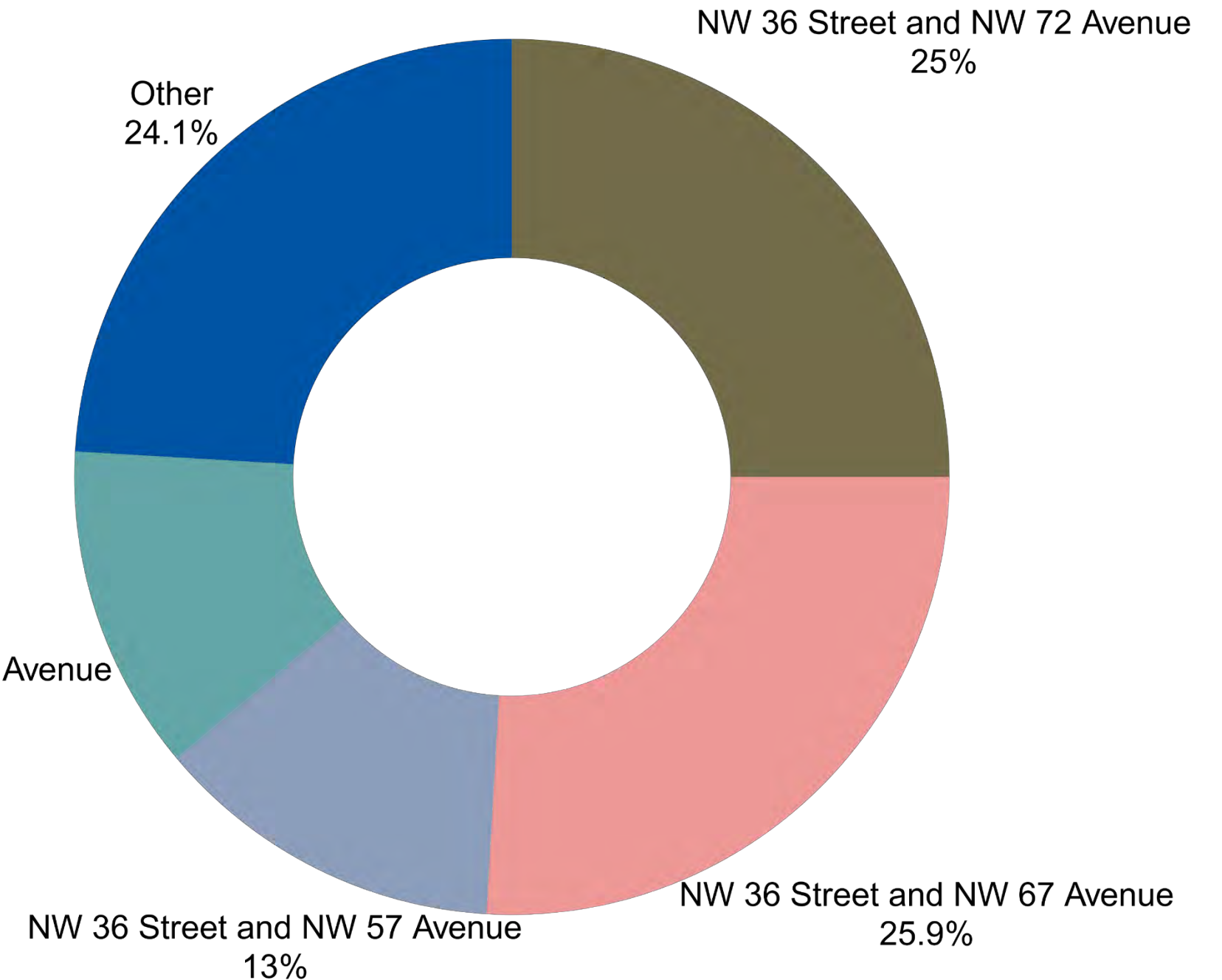


Public and Elected Officials Feedback*

What is the most common cause of congestion in the study area?



What intersections most regularly experience congestion?



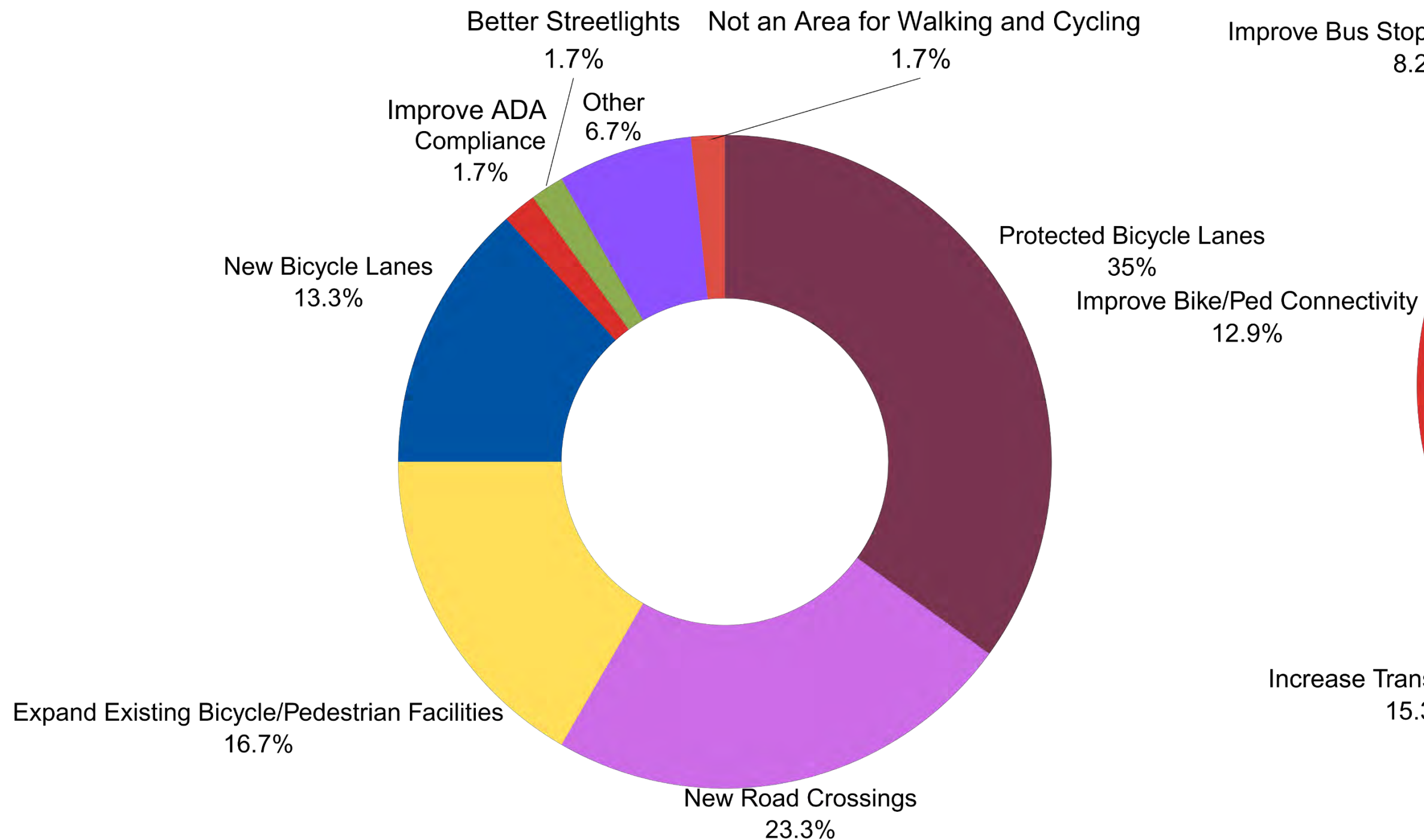
*Input obtained from different stakeholders, residents, etc.



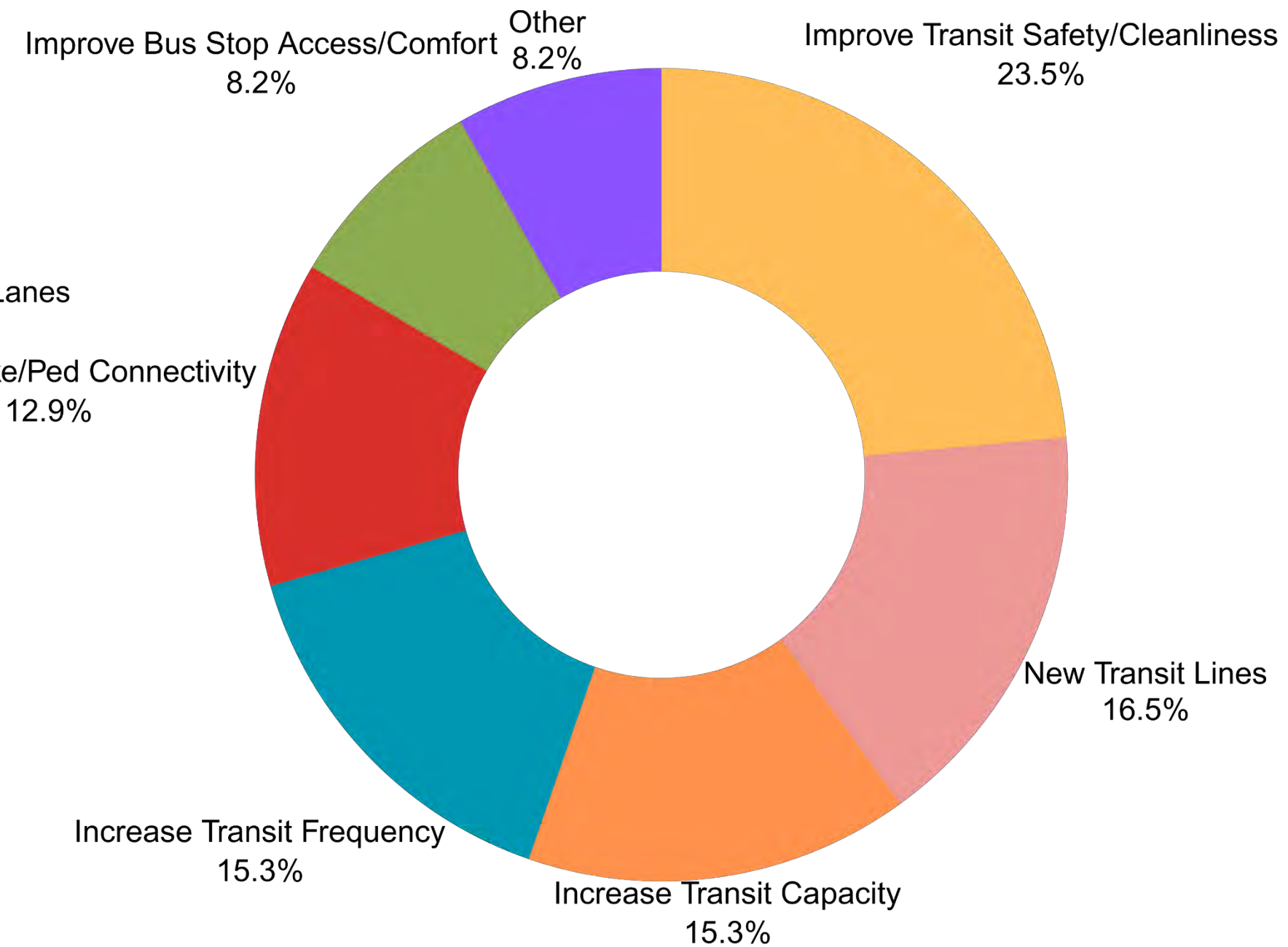


Public and Elected Officials Feedback*

How can bicycle/pedestrian access be improved within the study area?



How can transit/multimodal access be improved within the study area?



*Input obtained from different stakeholders, residents, etc.

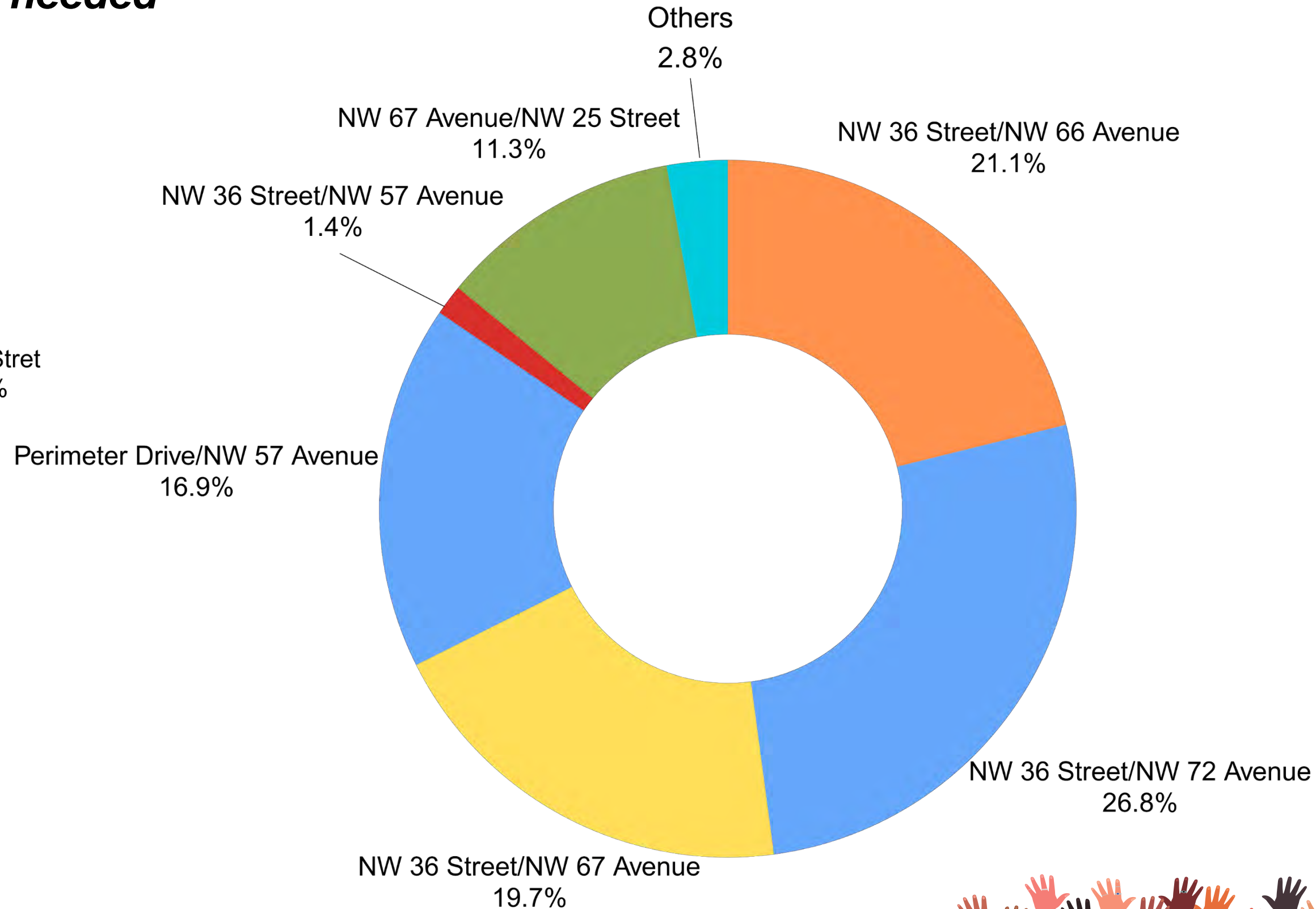
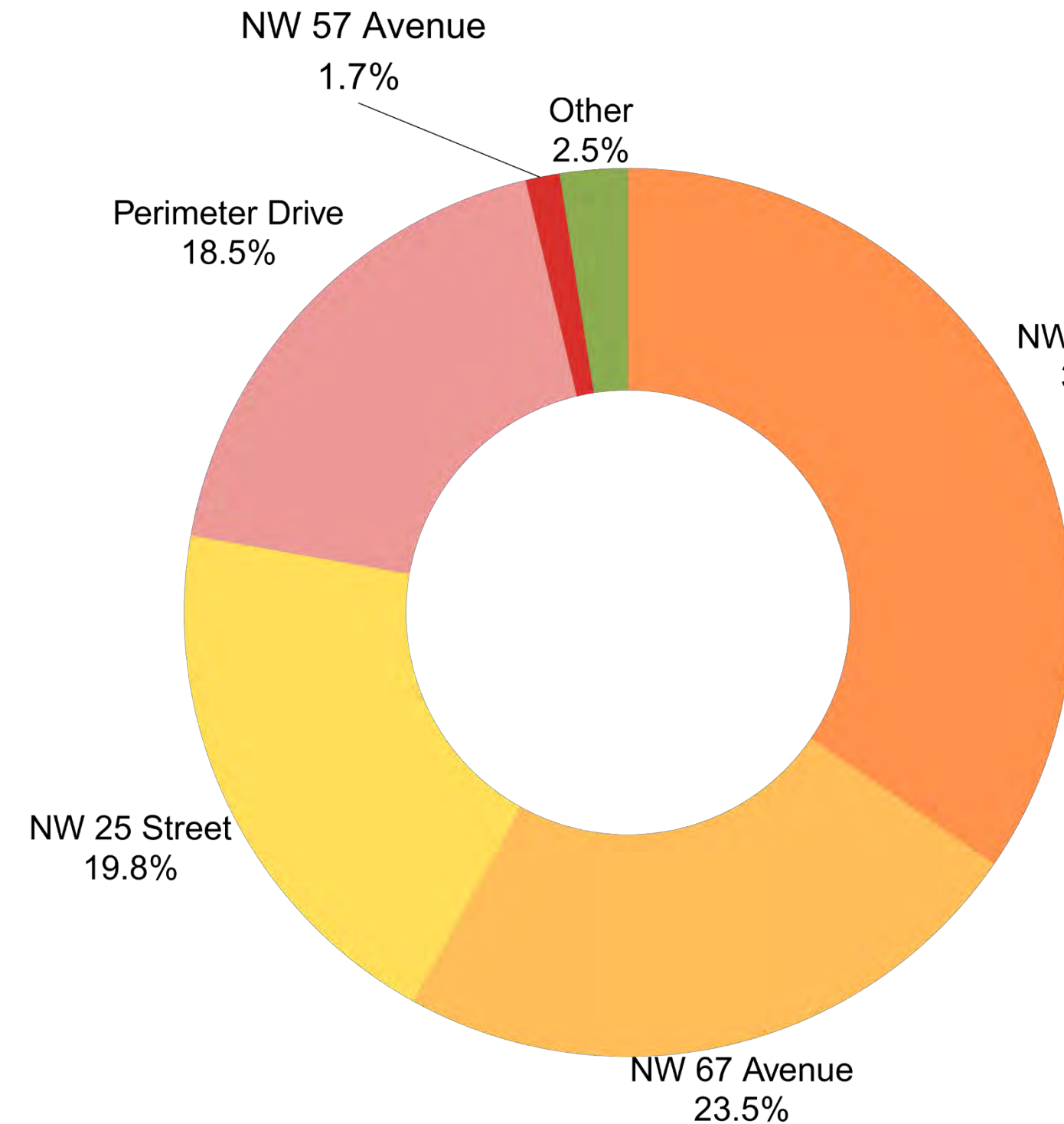




Public and Elected Officials Feedback*

Where are safety improvements needed within the study area?

Where are street lighting improvements needed within the study area?



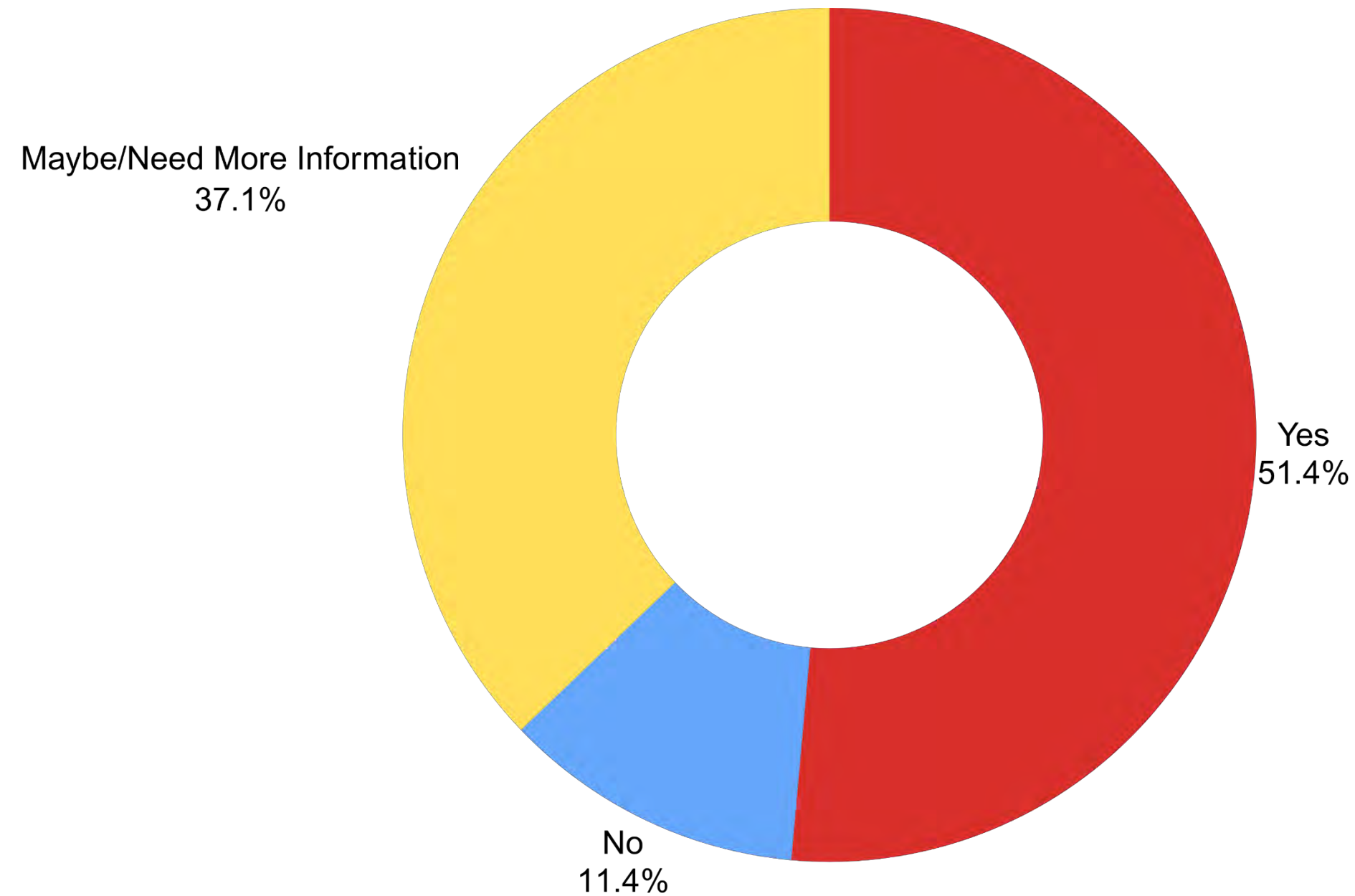
*Input obtained from different stakeholders, residents, etc.





Public and Elected Officials Feedback*

***Should there be a direct connection between SR 826/
Palmetto Expressway and the NW 25 Street Viaduct?***



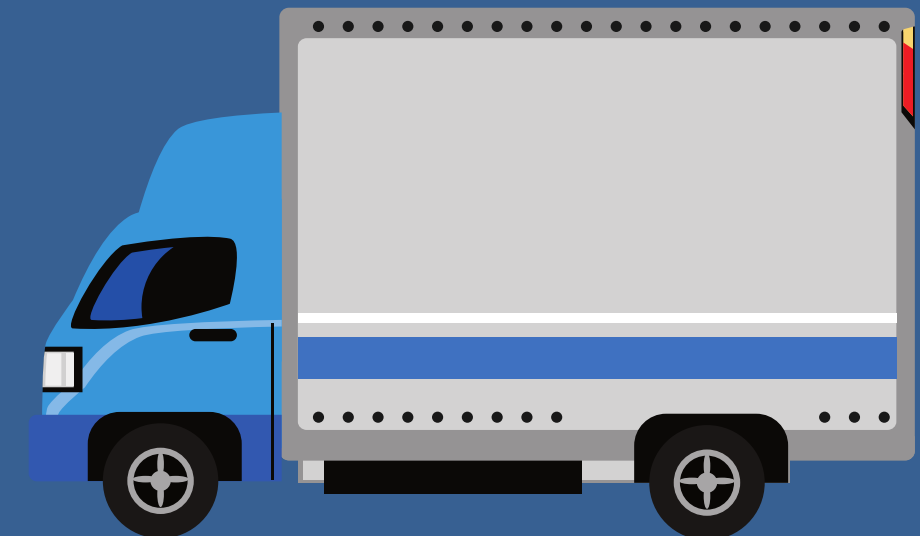
*Input obtained from different stakeholders, residents, etc.





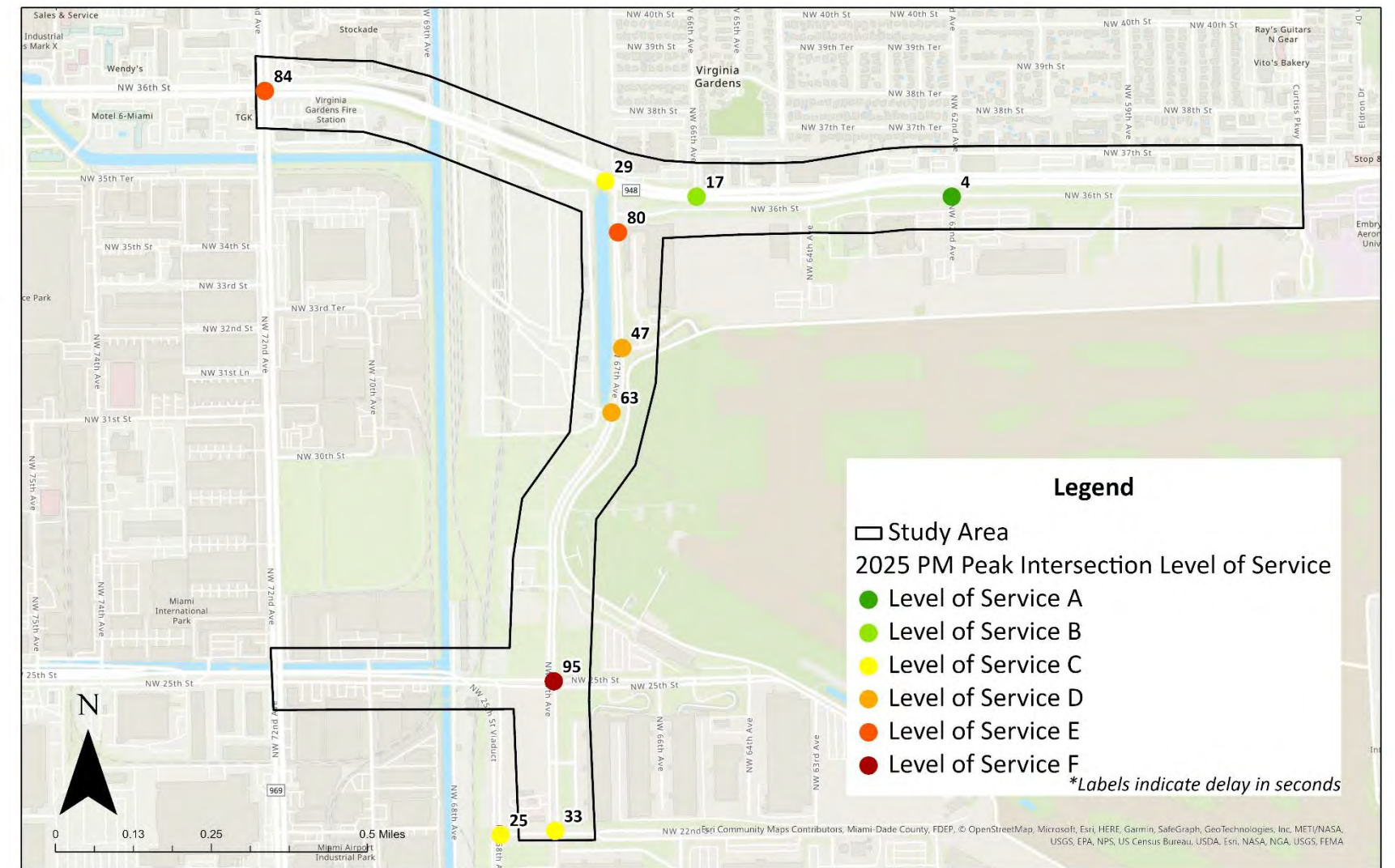
Future Forecasts

- 2025 Level of Service— No-Build
- 2045 Level of Service – No-Build
- 2025 Level of Service – TSM&O
- 2045 Level of Service – TSM&O
- Growth Rate





PM Peak Hours

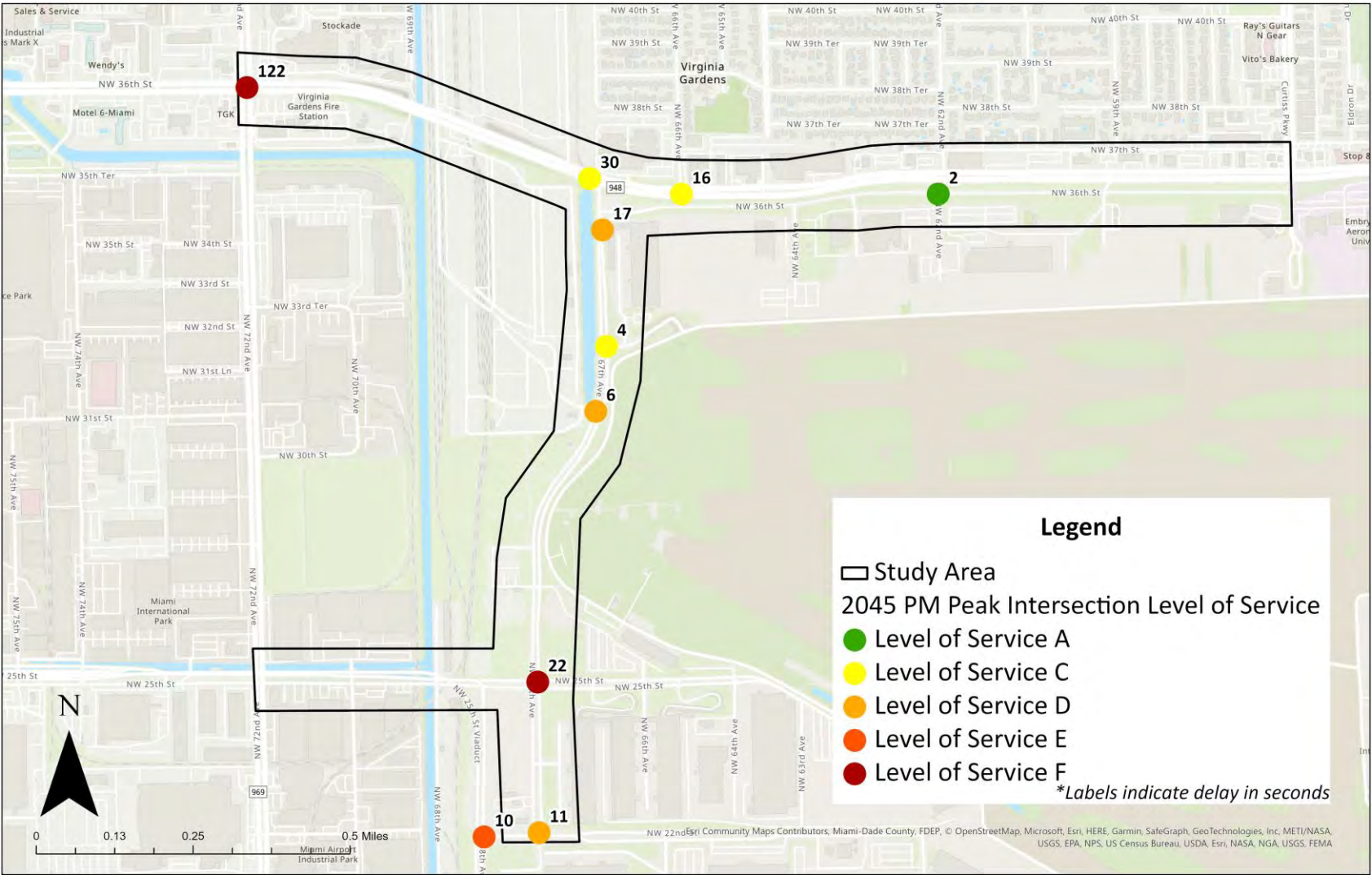
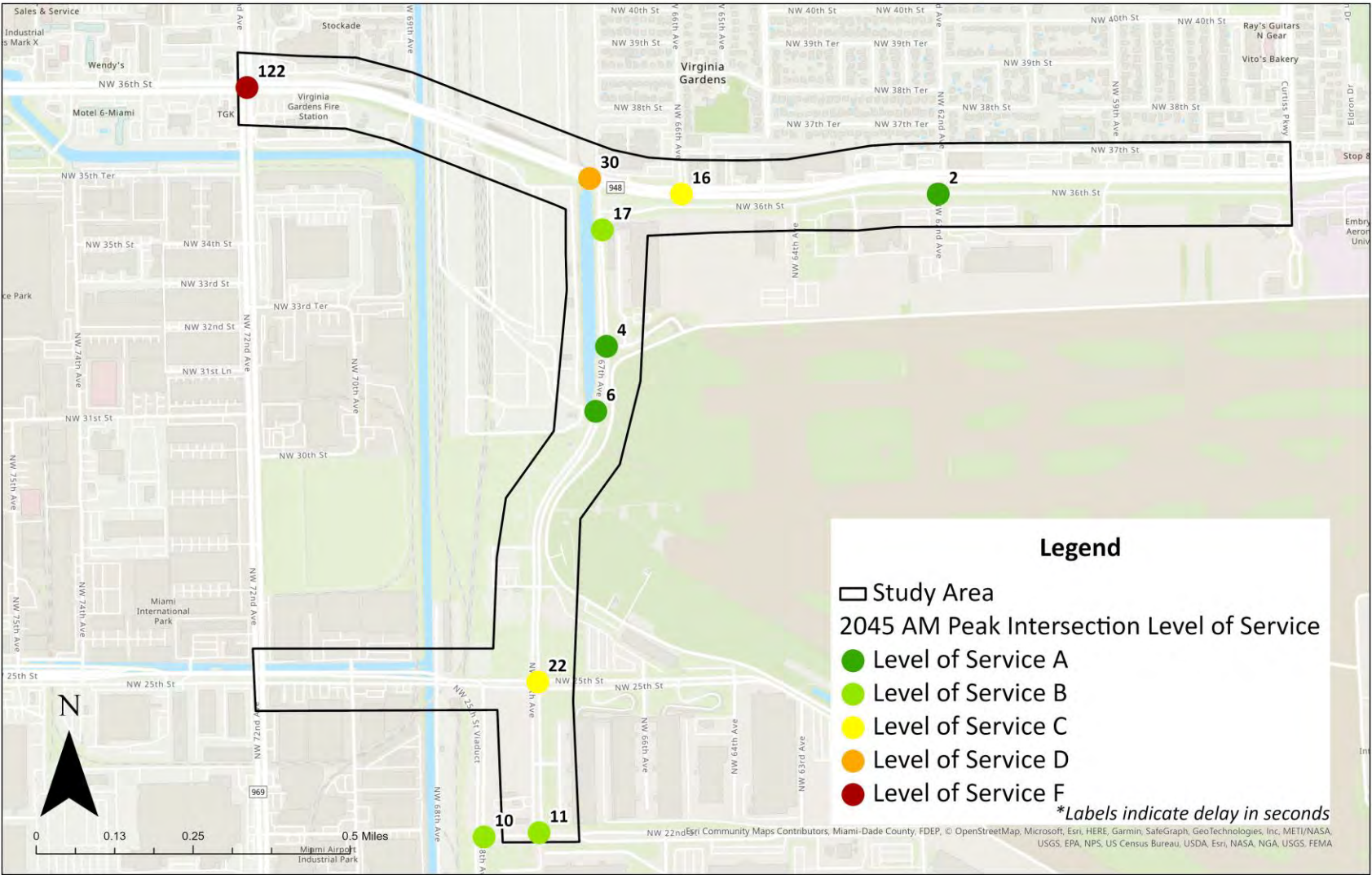




2045 Level of Service – No-Build

AM Peak Hours

PM Peak Hours

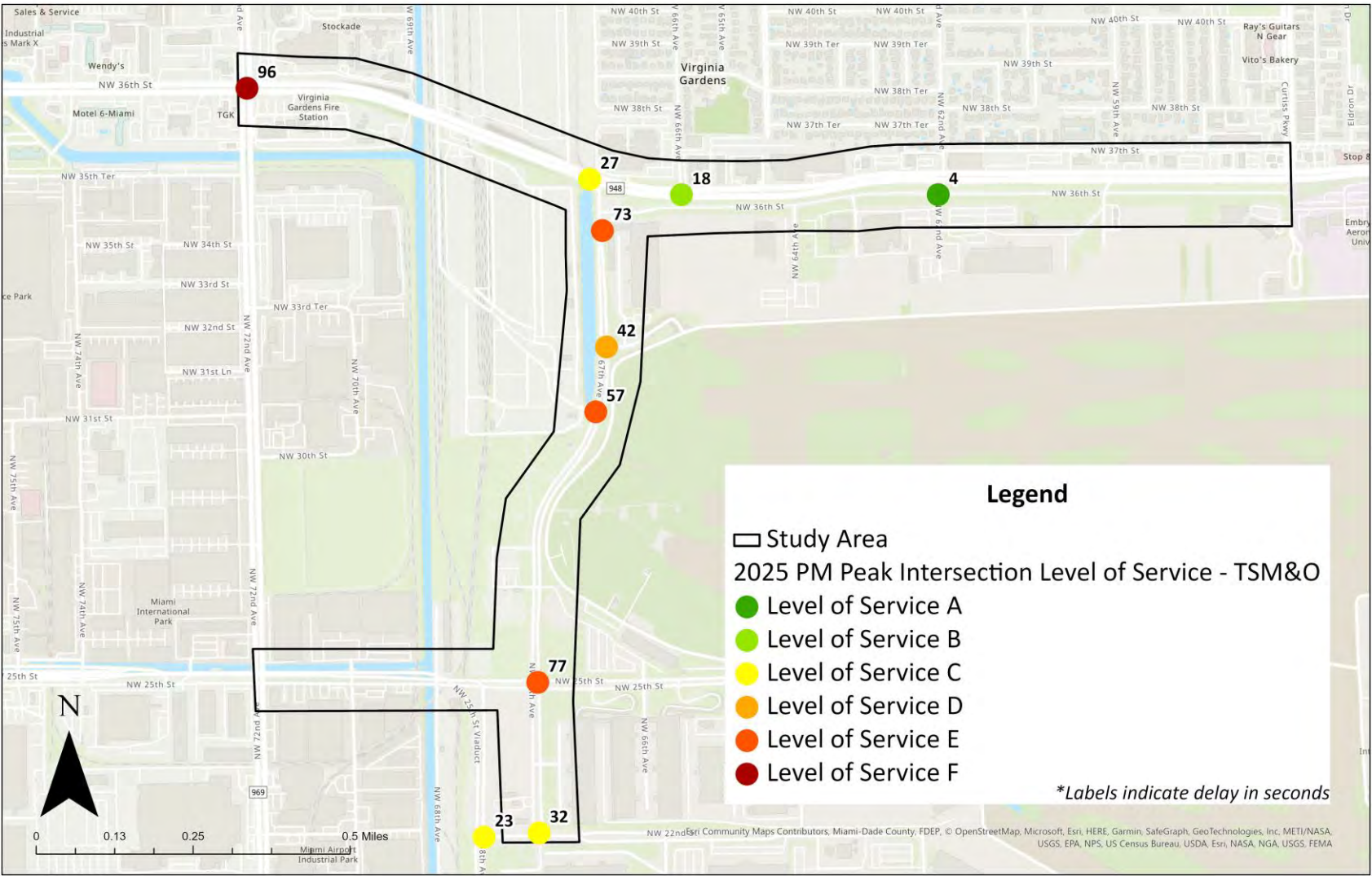
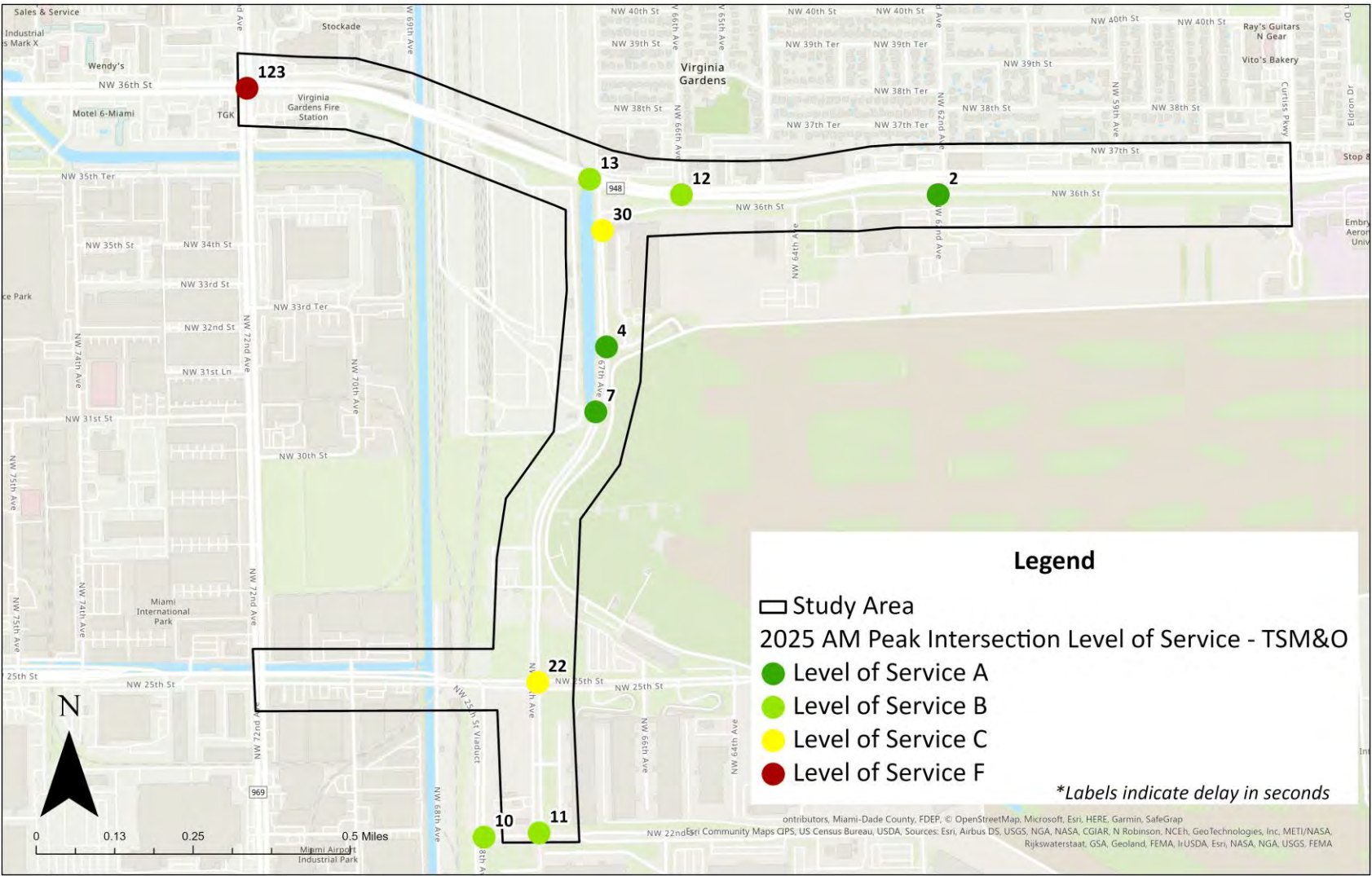




2025 Level of Service – TSM&O

AM Peak Hours

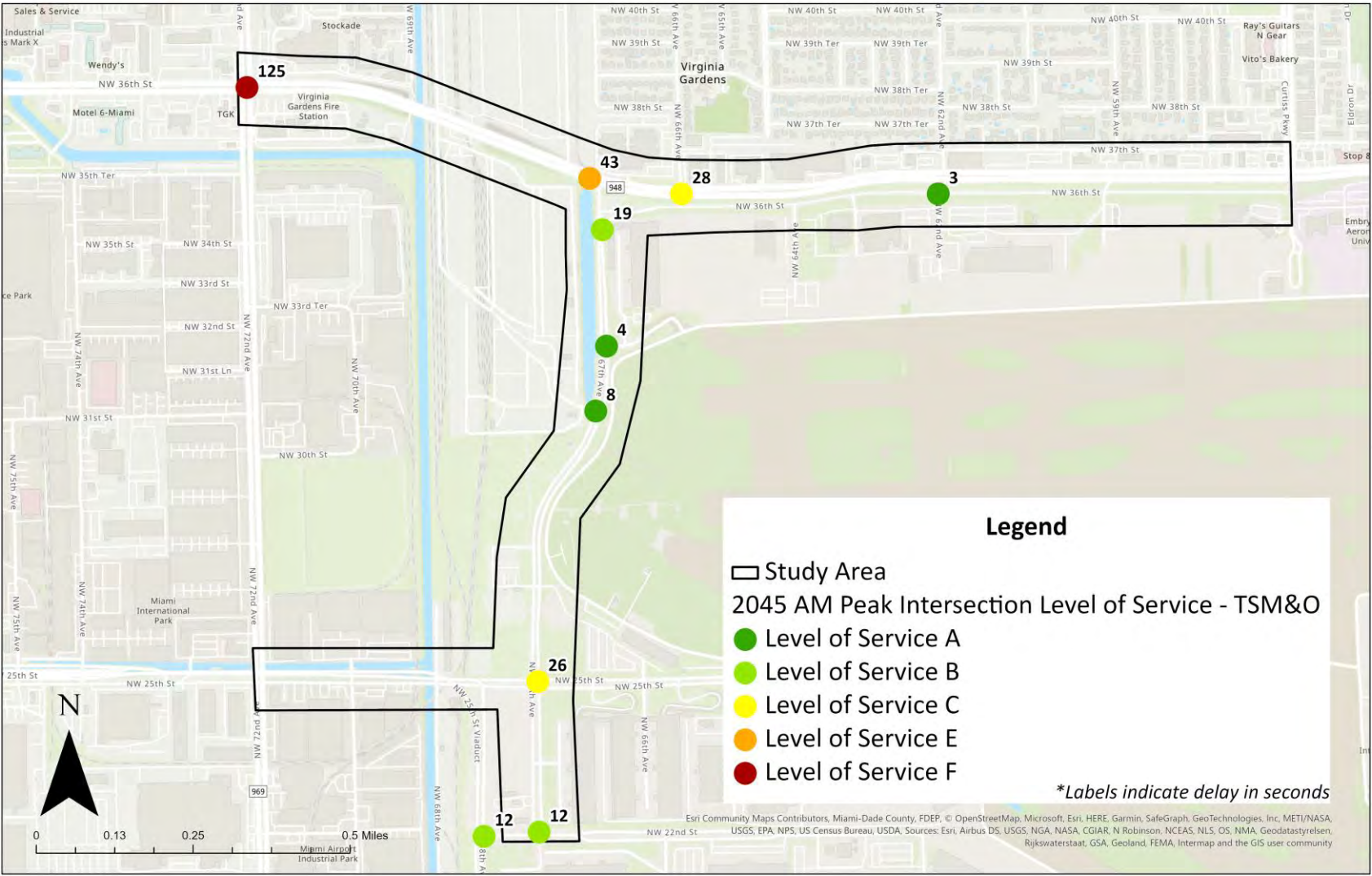
PM Peak Hours



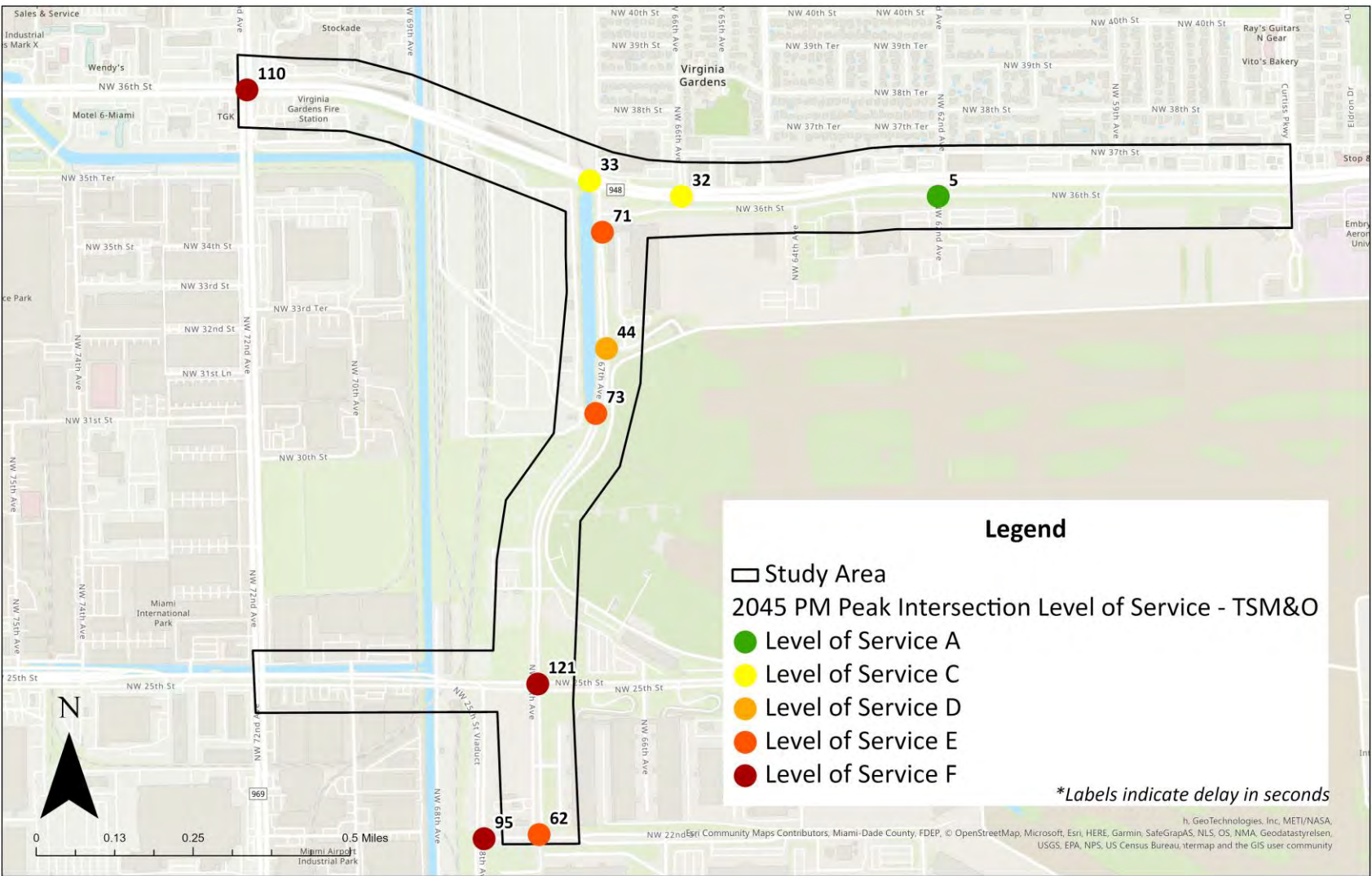


2045 Level of Service – TSM&O

AM Peak Hours



PM Peak Hours



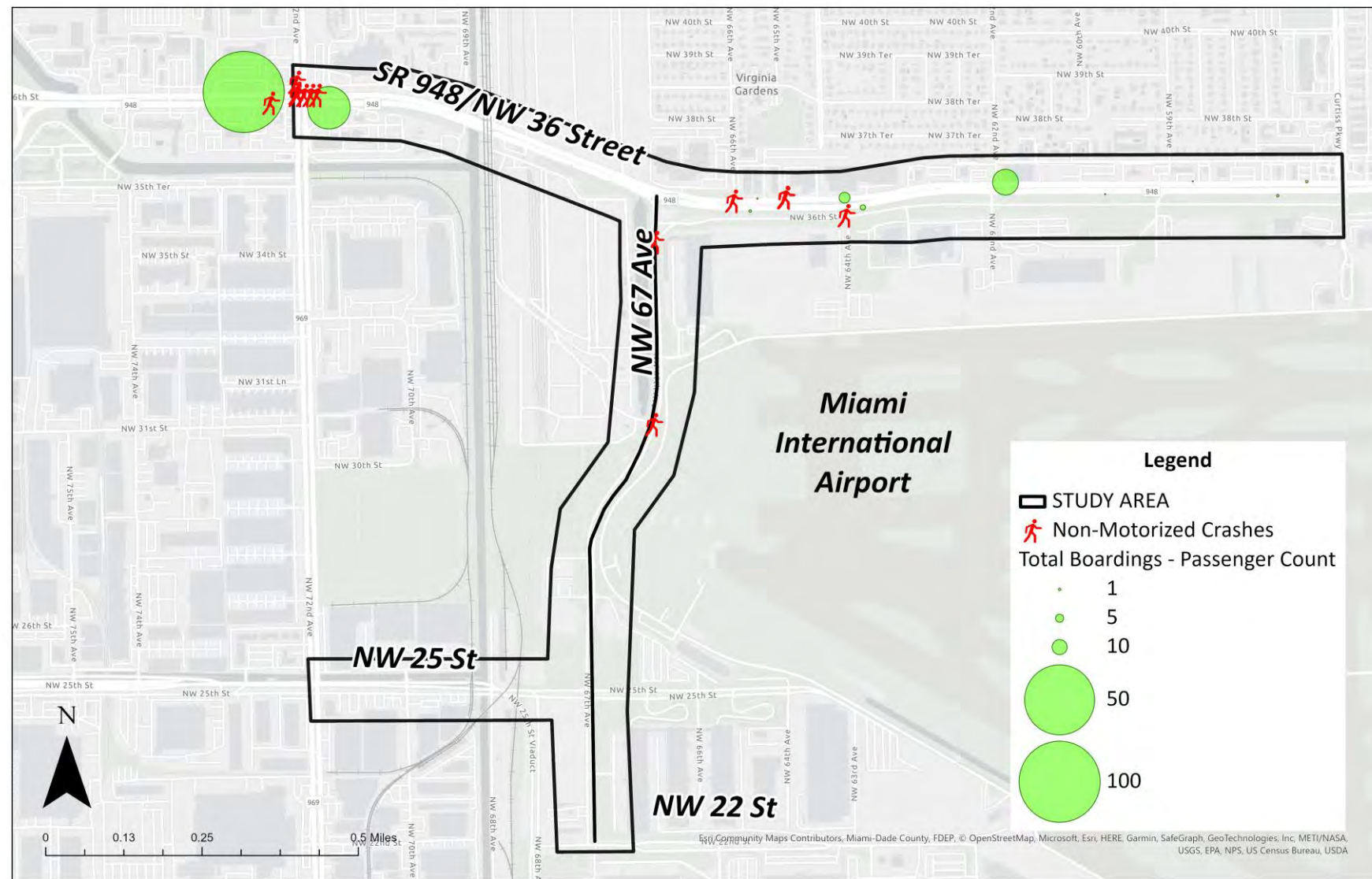
Location	2021 AADT	2025 AADT	2045 AADT
NW 72 Avenue north of NW 36 Street	38,500	40,500	49,500
NW 36 Street east of NW 72 Avenue	65,500	69,000	84,000
NW 72 Avenue south of NW 36 Street	33,000	34,500	42,500
NW 36 Street west of NW 72 Avenue	56,000	59,000	72,000
NW 36 Street east of NW 67 Avenue	65,500	68,000	78,000
NW 67 Avenue south of NW 36 Street	14,500	15,500	20,500
NW 36 Street east of NW 66 Avenue	65,500	68,000	78,000
NW 36 Street east of NW 64 Avenue	65,500	68,000	78,000
NW 67 Avenue north of Perimeter Drive	14,500	15,500	21,000
Perimeter Drive east of NW 67 Avenue	13,500	14,000	17,500
NW 67 Avenue south of Perimeter Drive	22,000	23,500	30,500
NW 34 Street east of NW 67 Avenue	2,700	2,800	3,700
NW 67 Avenue south of NW 34 Street	22,000	23,000	30,000

Location	2021 AADT	2025 AADT	2045 AADT
NW 67 Avenue south of NW 34 Street	22,000	23,000	30,000
NW 67 Avenue north of NW 32 Street	22,000	23,000	30,000
NW 67 Avenue south of NW 32 Street	21,500	22,500	29,500
NW 32 Street west of NW 67 Avenue	5,900	6,200	8,000
NW 67 Avenue north of NW 25 Street	21,500	22,500	29,500
AL-FLEX west of NW 67 Avenue	250	260	350
NW 25 Street east of NW 67 Avenue	8,600	9,100	11,500
NW 67 Avenue south of NW 25 Street	11,000	11,500	15,000
NW 25 Street west of NW 67 Avenue	16,500	17,500	22,500
NW 22 Street east of NW 67 Avenue	13,500	14,000	18,500
NW 67 Avenue south of NW 22 Street	2,400	2,500	3,300
NW 22 Street west of NW 67 Avenue	15,000	16,000	20,500
NW 68 Avenue north of NW 22 Street	11,000	11,500	15,000

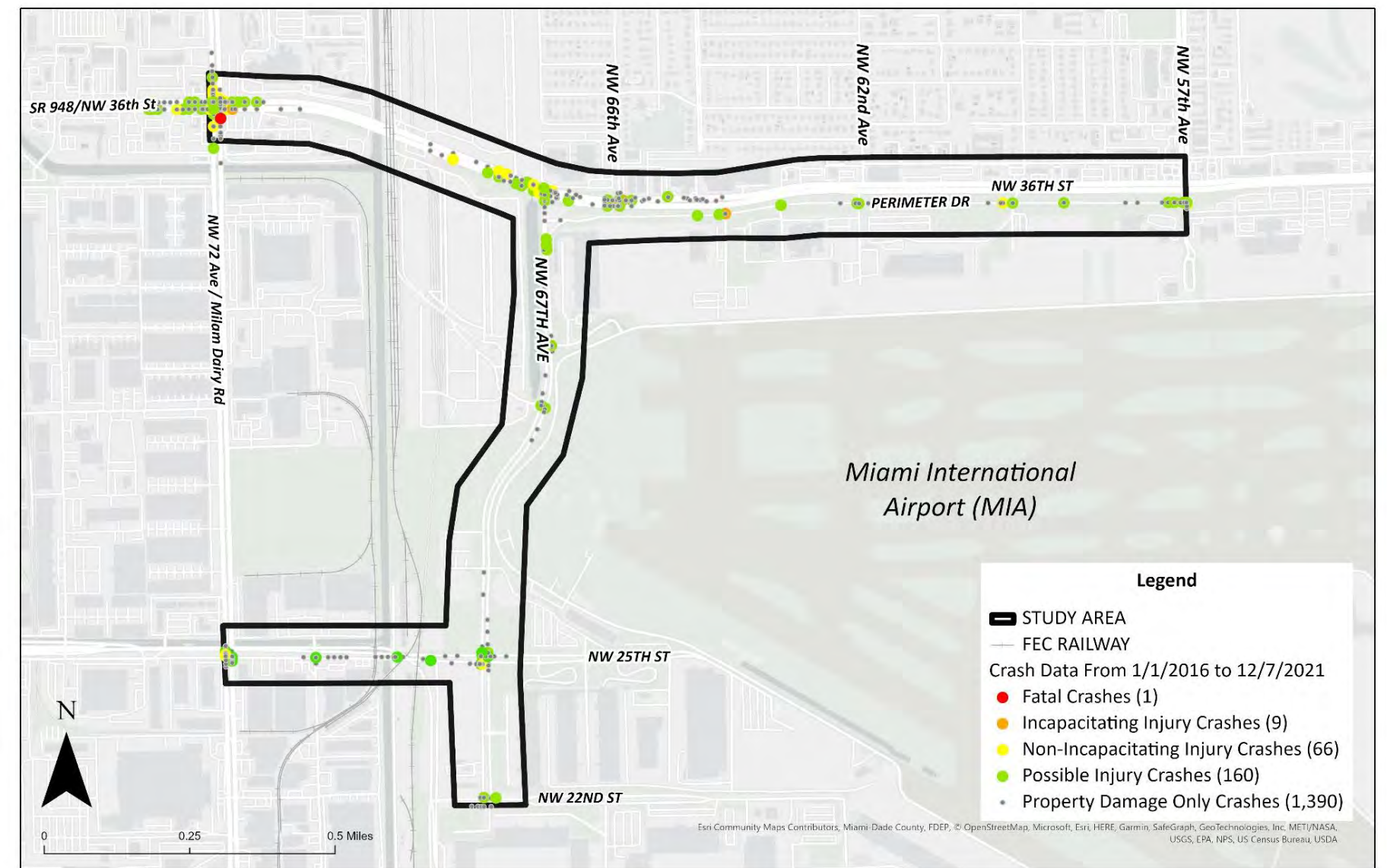
Location	2021 AADT	2025 AADT	2045 AADT
NW 68 Avenue south of NW 22 Street	7,700	8,100	10,500
Perimeter Drive east of NW 64 Avenue	12,000	12,500	15,000
NW 64 Avenue south of Perimeter Drive	1,300	1,400	1,700
NW 62 Avenue north of Perimeter Drive	4,400	4,700	6,300
Perimeter Drive east of NW 62 Avenue	8,200	8,600	11,000
NW 62 Avenue south of Perimeter Drive	1,400	1,500	1,900
NW 59 Avenue north of Perimeter Drive	2,400	2,500	3,000
Perimeter Drive east of NW 59 Avenue	4,500	4,600	5,300
NW 59 Avenue south of Perimeter Drive	350	360	450
Perimeter Drive west of NW 59 Avenue	8,200	8,600	11,000
NW 57 Avenue north of Perimeter Drive	3,900	4,000	4,600
NW 57 Avenue south of Perimeter Drive	3,200	3,300	3,800



Top High Crash Locations (Non-Motorized Crashes) with Top Transit Ridership Clusters



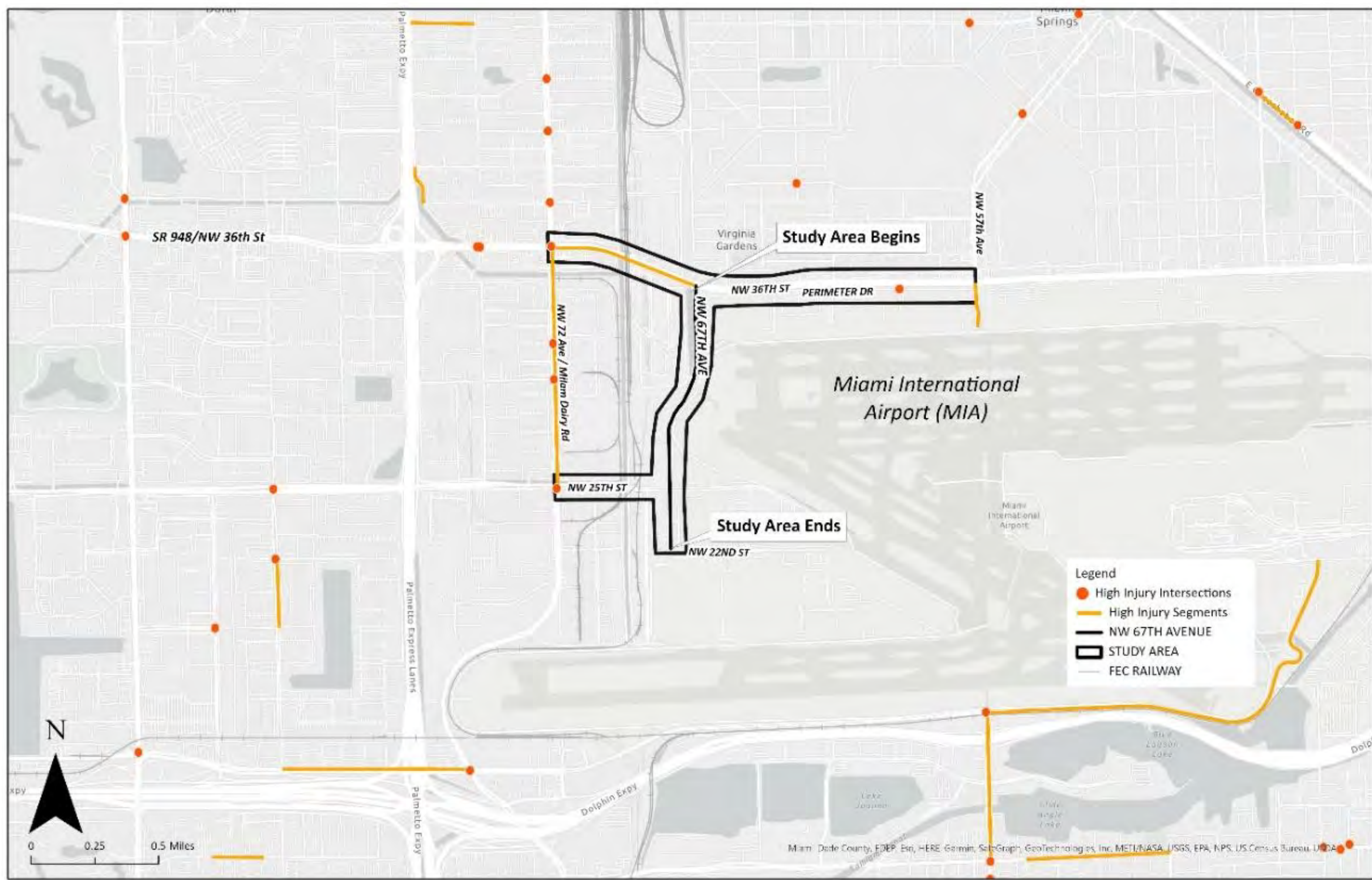
Crash Data for NW 36 Street, Perimeter Drive, NW 67 Avenue, and NW 25 Street





Safety Issues

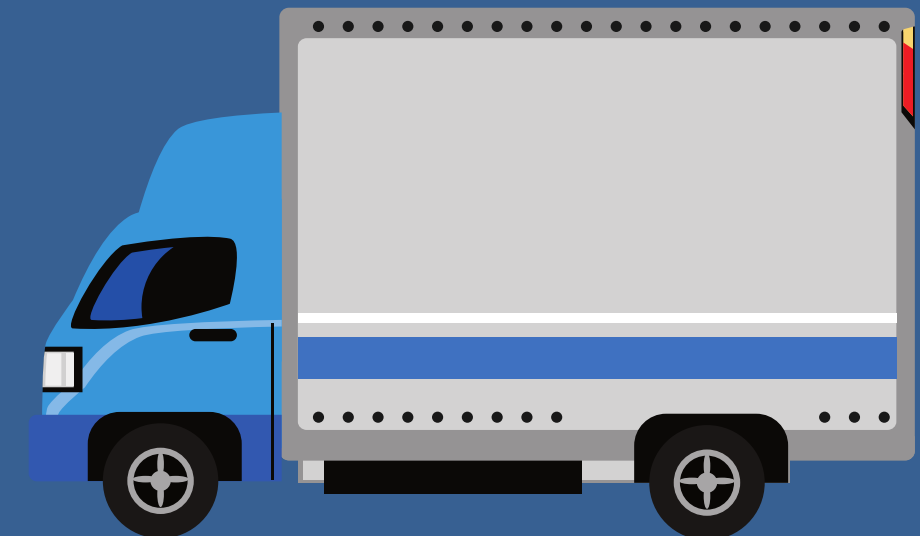
High-Injury Network in the Vicinity of the Study Area





Potential Recommendations for the Off-system Facilities

- NW 67 Avenue
- Perimeter Drive
- NW 25 Street





NW 67 Avenue

POTENTIAL RECOMMENDATIONS



Upgrading standard crosswalks to high emphasis crosswalks at all signalized intersections as well as at all pedestrian side street crossings



Turning radii improvements for road safety at NW 32 Street



Enhancing the ITS/DMS or wayfinding system for warehousing area adjacent to NW 36 Street and Perimeter Drive



Signal timing optimization during PM Peak Hours at Perimeter Drive, NW 34 Street, NW 32 Street, NW 25 Street, and NW 22 Street

Recommendations will be shared with Miami-Dade County and the Miami International Airport



NW 67 Avenue

POTENTIAL RECOMMENDATIONS



Installation of backplates with retroreflective borders for all signal heads



Deployment of Advance Traffic Management System (ATMS) at all signalized intersections



Close sidewalk gaps , as allowed by the proximity of MIA's airside fence if it is guaranteed that this does not impose any security concerns to the airport facility.



Implementing "Perimeter Trail" (part of the SUN Trail Network), connecting to "Beacon Trail" at NW 25 Street

Recommendations will be shared with Miami-Dade County and the Miami International Airport

POTENTIAL RECOMMENDATIONS



Coordinating with MDT to evaluate the possibility of providing transit services to the “*MIA Cargo City*” and warehousing district just west of the airport

Other:

- Performing an Access Management Analysis to increase capacity, manage congestion, and reduce crashes between NW 25 Street and NW 22 Street.
- Conducting a nighttime field review to evaluate if the high crash cluster with severe injury crashes have inadequate lighting at NW 36 Street and NW 25 Street

Recommendations will be shared with Miami-Dade County and the Miami International Airport



Perimeter Drive

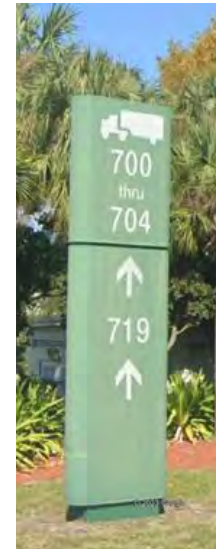
POTENTIAL RECOMMENDATIONS



Upgrading standard crosswalks to high emphasis crosswalks at all signalized intersections as well as at all pedestrian side street crossings



Turning radii improvements for road safety at slip ramp access to NW 36 Street at NW 62 Avenue and NW 59 Avenue



Enhancing the ITS/DMS or wayfinding system for warehousing area on the north side of MIA



Signal timing optimization during PM Peak Hours at NW 67 Avenue

Recommendations will be shared with Miami-Dade County



Perimeter Drive

POTENTIAL RECOMMENDATIONS



Installation of backplates with retroreflective borders for all signal heads



Deployment of Advance Traffic Management System (ATMS) at all signalized intersections



Close sidewalk gaps on the south side of NW 36 Street



Implementing “Perimeter Trail” (part of the SUN Trail Network) between NW 67 Avenue and NW 57 Avenue/Curtiss Parkway

Recommendations will be shared with Miami-Dade County

POTENTIAL RECOMMENDATIONS



Upgrading standard crosswalks to high emphasis crosswalks at all signalized intersections as well as at all pedestrian side street crossings



Enhancing the ITS/DMS or wayfinding system for warehousing area approaching "*MIA Cargo City*"



Signal timing optimization during PM Peak Hours at NW 67 Avenue



Railroad crossing improvements in line with the "*Operation STRIDE*" at crossings 272775F (NW 25 Street/NW 67 Avenue), 273137X (NW 25 Street/NW 69 Avenue), and 272776M (NW 25 Street/NW 70 Avenue)

Recommendations will be shared with Miami-Dade County

POTENTIAL RECOMMENDATIONS



Installation of backplates with retroreflective borders for all signal heads



Deployment of Advance Traffic Management System (ATMS) at all signalized intersections



Close sidewalk gaps, on the south side of NW 25 Street



Implementing the “Beacon Trail,” connecting to the “Perimeter Trail” (part of the SUN Trail Network) at NW 67 Avenue

Recommendations will be shared with Miami-Dade County

POTENTIAL RECOMMENDATIONS

Other:

- Performing an Access Management Analysis to increase capacity, manage congestion, and reduce crashes between NW 67 Avenue Street and NW 70 Avenue.
- Conducting a nighttime field review to evaluate if NW 25 Street and NW 67 Avenue, a high-crash cluster with severe injury has inadequate lighting. Streetlight issues were reported by the Village of Virginia Gardens

Recommendations will be shared with Miami-Dade County

POTENTIAL RECOMMENDATIONS

Other:

- Initiating an Interchange Access Request (IAR) per FDOT Procedure 525-030-16, which may be needed to thoroughly perform a much more detailed evaluation and assessment of the connection of NW 25 Street Viaduct with SR 826/Palmetto expressway in close coordination with FDOT District Six's District Interchange Review Coordinator.
- Evaluating a direct connection between the future VICC and the NW 25 Street Viaduct once more details regarding the new truck parking facility are known publicly.



Recommendations will be shared with Miami-Dade County



Next Steps

January 2024 Final Report

Early 2024 Include recommendations in the upcoming 2050 LRTP, 2026-2030 TIP, FDOT Work Program, as appropriate

Questions?



DANIEL LAMECK

FDOT Project Manager
Daniel.Lameck@dot.state.fl.us
(305) 470-5238



JESÚS FUENTES, PE

Consultant Project Manager
Jesus.Fuentes@exp.com
(954) 495-6341



AMY ELMORE, AICP

Community Outreach Specialist
Amy.Elmore@exp.com
(813) 469-2437



TARGET
ZERO
FATALITIES & SERIOUS INJURIES





City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, January 8, 2024 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 Roger Pou

City Planner Silvia Vargas

City Planner Alex David

2. **Invocation:** Offered by Councilman Victor Vazquez
Pledge of Allegiance: The audience led in the pledge.

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

4. **Awards & Presentations:**

A) Presentation by Zaylin Yates, Manager of Community Engagement at the Adrienne Arsht Center on "Arsht On The Road"

Mr. Yates shared a few words and presented a visual video on the community engagement the program has. The Mayor thanked Mr. Yates for his time and looks forward to working with him and the program in the future.

B) Yard of the Month Award for January 2024 – 651 Falcon Avenue – Miriam Rodriguez

Mayor Mitchell announced the Yard of the Month and encouraged everyone to pass by the Rodriguez home; the Rodriguez Family was not available to attend the meeting to receive the award. The City Clerk will make sure the reward is delivered to the family.

C) City Hall Lobby Artist of the Month – January 2024 – Melissa Wallen; Artwork: Representational imagery bends and distorts, revealing hidden qualities through the malleability of oil painting

Mayor Mitchell announced the City Hall Lobby Artist of the Month, Ms. Wallen. Mayor Mitchell presented Ms. Wallen with a certificate of recognition for her excellent skill in artwork. Ms. Wallen shared a few words and thanked the City for the opportunity.

5. Open Forum: The following members of the public addressed the City Council: Carlos Lumpuy, 181 Hammond Drive.

6. Approval of Council Minutes:

A) December 11, 2023 – Regular Meeting

Councilman Fajet moved to approve the minutes of December 11, 2023 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:

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

City Attorney Roger Pou read the Ordinance by title. The Mayor opened the public hearing, there were no speakers at this time.

Councilman Vazquez moved to approve the Ordinance on second reading. Councilman Fajet 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.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Retirement Of Police K-9 Odin; Approving An Agreement For Transfer Of Ownership Of K-9 Odin; Providing For Authorization; And Providing For An Effective Date

Councilman Fajet moved to approve the Consent Agenda. Councilman Santin 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:

A) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Authorizing Participation In A Lawsuit Seeking A Declaration That The Provisions Of Section 112.144(1)(D), Florida Statutes, That Require Municipal Elected Officials To File Form 6 Financial Disclosure Forms Is Unconstitutional And Invalid, And Providing For An Effective Date

After some discussion, Councilman Fajet moved to approve the Ordinance. 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.

12. Other Business:

A) Discussion on NW 36th Street and Abraham Tract District

Ms. Silvia Vargas provided an oral and visual presentation on the upcoming proposed timeline on both projects. After further discussion, Councilman Vazquez moved to approve the proposed timeline for the special projects as stated by the City Planner. Councilman Fajet 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.

13. Reports & Recommendations:

A) City Attorney

City Attorney Roger Pou had no report at this time.

B) City Manager

City Manager JC Jimenez stated that last week the City received the agreement from the State on the funding for the War Memorial renovations. The RFP is currently being reviewed by legal and the same for the Tennis Program Services which is currently being reviewed as well. Oakwood and East Drive construction should be underway shortly once contracts are signed. The shade canopies are currently being installed; golf course improvements are still underway and it is progressing. He reminded the Council of the upcoming Tallahassee trip next week and the meetings are being scheduled by Jose Fuentes, City Lobbyist. Assistant City Manager Tammy Romero provided a list of upcoming City events. She stated more information on City events can be found on the City's official website.

C) City Council

Councilman Vazquez wished everyone a Happy New Year. He mentioned an incident that occurred during New Year's Eve, Mr. Fulton was injured due to a stray bullet and is currently hospitalized but recovering well. He asked that an awareness campaign be initiated to prevent accidents like this from occurring again. He updated the Council on the War Memorial renovations. He mentioned the sidewalks on NW 36th Street being quite scary to walk on and looks forward to FDOT's remedies.

Councilman Fajet requested if the Parking Study workshop has been scheduled, the City Clerk that tentatively it is scheduled for January 30th. He stated that he is excited for all the upcoming projects happening this year and wished everyone a Happy New Year.

Vice Mayor Bravo thanked the City Manager for taking her on a tour of the Golf Course renovations. She wished Roger a Happy Birthday and requested the website for all the public disclosures that are filed each year.

Councilman Santin wished everyone a Happy New Year.

Mayor Mitchell thanked the Woman's Club for hosting the Wellness Event this past weekend. She clarified that before any of the Council was on the board, FDOT undertook a roadway improvement to widen NW 36th Street and sidewalks were reduced. She is in communication with FDOT to coordinate remedies to help the City for a more pedestrian friendly corridor. She wished everyone a Happy New Year and is looking forward to a year full of projects and great things.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:40 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 22nd day of January, 2024.*

Maria Puente Mitchell, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



AGENDA MEMORANDUM

Meeting Date: 1/22/2024

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

Via: J.C. Jimenez, City Manager

From: Omar L. Luna, Recreation Director

Subject: Parks and Recreation Vehicle Purchase

Recommendation:

Recommendation by Recreation that Council authorize the issuance of a Purchase Order to Alan Jay Automotive Management, Inc., by utilizing Contract Number 5179 – 2024 City of Tallahassee (attached), utilizing City of Tallahassee under RFP #096-21-KM, in an amount not to exceed \$37,610.00, for a 2024 Chevy Colorado Crew Cab 4WD 5' Bed Truck which exceeds the originally budgeted amount of \$35,000.00 in the FY23/24 Budget pursuant to Section §31.11 (E)(5) of the City Code.

Discussion:

Purchase (1) Vehicle 2024 Chevy Colorado Crew Cab 4 WD, to replace our Current 2010 Ford Ranger Vehicle #655. The Ford Ranger is 14 years old and it's constantly in the shop for repairs. The vehicle is in deplorable condition and needs to be replaced. The additional funding will be provided by an internal transfer of funds within the Department from its Operating Supplies Acct #001-5701-572.52-00 to Vehicles Acct # 001-5701-572.65-00

Submission Date and Time: 1/12/2024 9:33 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: Choose a Dept. _____	 Dept. Head: _____	Dept./ Desc.: Recreation Department _____
Prepared by: Choose a name _____	Procurement: _____	Account No.: 001-5701-572.65-00 _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: 001-5701-572.52-00 _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ 35,000.00 _____
		Current request: \$ 37,610.00 _____
		Total vendor amount: \$ 37,610.00 _____

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ONE 2024 CHEVY COLORADO CREW CAB 4WD VEHICLE FOR THE PARKS AND RECREATION DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET SALES IN AN AMOUNT NOT TO EXCEED \$37,610 UTILIZING THE TERMS AND CONDITIONS OF CITY OF TALLAHASSEE AGREEMENT NO. 5179 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; DECLARING A CERTAIN VEHICLE AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) desires to purchase one 2024 Chevy Colorado Crew Cab 4WD Vehicle (the “Vehicle”) to replace a vehicle that has reached the end of its useful lifecycle and to facilitate the provision of the Parks and Recreation Department’s day-to-day operations; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by the City of Tallahassee, which has entered into Agreement No. 5179 (the “Tallahassee Contract”) with Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales (the “Vendor”); and

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code of Ordinances, the City Council seeks to approve the purchase of the Vehicle from the Vendor in an amount not to exceed \$37,610 consistent with the Tallahassee Contract and the Vendor’s quote, attached hereto as Exhibit “A” (the “Quote”), as the pricing offered pursuant to the Tallahassee Contract is in the City’s best interest; and

WHEREAS, the City Council declares the vehicle listed on Exhibit “B” attached hereto (the “Surplus Vehicle”) as surplus property as the Surplus Vehicle has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes in light of the purchase authorized by this Resolution, and authorizes the City Manager to sell or otherwise dispose of the Surplus Vehicle; 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. That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves of the purchase of the Vehicle from the Vendor and the expenditure of budgeted funds in an amount not to exceed \$37,610, consistent with the Tallahassee Contract and the Vendor's Quote attached hereto as Exhibit "A".

Section 3. Declaration of Surplus Property. That the Surplus Vehicle has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes. Accordingly, the City Council declares the Surplus Vehicle listed on Exhibit "B" attached hereto to be surplus personal property of the City.

Section 4. Authorizing Sale or Disposition of Surplus Property. That the City Manager is hereby authorized to sell or dispose of the Surplus Vehicle by public auction or other procedure determined by the City Manager to be in the best interests of the City. Any surplus property items acquired by the City pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

Section 5. Implementation. That the City Manager is authorized 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 and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor 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 ____ day of January, 2024.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

EXHIBIT "B"
SURPLUS VEHICLE

655	2010	FORD RANGER	4D	White	1FTKR1AD2APA60201
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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	51660-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/11/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/11/2024

REQUESTING AGENCY	MIAMI SPRINGS, CITY OF			
CONTACT PERSON	OMAR LUNA	EMAIL	LUNAO@MIAMISPRINGS-FL.GOV	
PHONE	305-805-5075	MOBILE	FAX	

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

MODEL	14C43 4WT	MSRP	\$34,395.00
2024 CHEVY COLORADO CREW CAB 4WD 5' BED WORK TRUCK 131.6"WB			
CUSTOMER ID	INCREMENTAL ALLOCATION Q2 '24	GOVERNMENT PRICE	\$33,570.00
BED LENGTH	5' BED		

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

FACTORY OPTIONS

DESCRIPTION

GAZ	Summit White	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
L3B	Engine, TurboMax	\$1,050.00
MFC	Transmission, 8-speed automatic	\$0.00
4WT	OPTIONS Work Truck Preferred Equipment Group	\$0.00
A28	Window, rear-sliding, manual	\$0.00
A2X	Seat adjuster, driver 8-way power	\$0.00
A50	Seats, front bucket	\$0.00
A91	Tailgate, remote locking, (locks and unlocks with key fob)	\$0.00
AL9	Seat adjuster, power driver lumbar control	\$0.00
BDR	Locking cylinder Tailgate, keyed cylinder lock	\$0.00
BPC	StowFlex Tailgate, storage compartment, lockable	\$0.00
C49	Defogger, rear-window electric	\$0.00
C59	Air vents, rear	\$0.00
C6X	GVWR, 6250 lbs. (2835 kg)	\$0.00
D07	Console, floor	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G80	Differential, automatic locking rear	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
JL1	Trailer brake controller, integrated	\$0.00
K34	Cruise control, electronic, automatic	\$0.00
KW5	Generator, 220 amp	\$150.00
PCU	WT Convenience Package II	\$545.00
PCY	WT Convenience Package	\$415.00
PPA	Tailgate, EZ-Lift and Lower	\$0.00
RM7	Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel	\$0.00
U1D	Trailerling App	\$0.00
URL	11.3" diagonal advanced color LCD display with Google built-in	\$0.00
Z82	Trailerling Package, heavy-duty	\$0.00
ZAO	Tire, spare 255/65R17 all-season, blackwall	\$0.00
ZL6	Advanced Trailerling Package	\$945.00

FACTORY OPTIONS \$3,105.00

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

AFTERMARKET OPTIONS

DESCRIPTION

HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	\$735.00
3BLS	3rd brake light safety pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	\$200.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00

AFTERMARKET OPTIONS

\$935.00

TRADE IN

TOTAL COST

\$37,610.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$37,610.00

Estimated Annual payments for 60 months paid in advance: \$8,423.09

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

ORDERED UNIT VIN: [VIN NA]

VEHICLE QUOTED BY

CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)



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

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WTMSRP:\$32,800.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, TurboMax

Transmission, 8-speed automatic

OPTIONS

CODE	MODEL	MSRP
14C43	[Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT	\$32,800.00
OPTIONS		
4WT	Work Truck Preferred Equipment Group	\$0.00
A28	Window, rear-sliding, manual	Inc.
A2X	Seat adjuster, driver 8-way power	Inc.
A50	Seats, front bucket	\$0.00
A91	Tailgate, remote locking, (locks and unlocks with key fob)	Inc.
AL9	Seat adjuster, power driver lumbar control	Inc.
BDR	Locking cylinder Tailgate, keyed cylinder lock	Inc.
BPC	StowFlex Tailgate, storage compartment, lockable	Inc.

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

C49	Defogger, rear-window electric	Inc.	
C59	Air vents, rear	Inc.	
C6X	GVWR, 6250 lbs. (2835 kg)		\$0.00
D07	Console, floor	Inc.	
FE9	Emissions, Federal requirements		\$0.00
G80	Differential, automatic locking rear	Inc.	
GAZ	Summit White		\$0.00
GU6	Rear axle, 3.42 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
JL1	Trailer brake controller, integrated	Inc.	
K34	Cruise control, electronic, automatic	Inc.	
KW5	Generator, 220 amp		\$150.00
L3B	Engine, TurboMax		\$1,050.00
MFC	Transmission, 8-speed automatic		\$0.00
PCU	WT Convenience Package II		\$545.00
PCY	WT Convenience Package		\$415.00
PPA	Tailgate, EZ-Lift and Lower	Inc.	
RM7	Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel		\$0.00
U1D	Trailer App	Inc.	
URL	11.3" diagonal advanced color LCD display with Google built-In		\$0.00
Z82	Trailer Package, heavy-duty	Inc.	
ZAO	Tire, spare 255/65R17 all-season, blackwall	Inc.	
ZL6	Advanced Trailering Package		\$945.00
SUBTOTAL			\$35,905.00
Adjustments Total			\$0.00
Destination Charge			\$1,595.00
TOTAL PRICE			\$37,500.00

FUEL ECONOMY

Est City:17 (2023) MPG
Est Highway:21 (2023) MPG
Est Highway Cruising Range:449.40 mi

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Standard Equipment

Package	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKT) Front Pedestrian and Bicyclist Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator - (Requires a future software update), (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Beginning at the start of production, certain vehicles will not be equipped with (UE4) Following Distance Indicator functionality which will require a future software update to function.)
Mechanical	<div>Engine, 2.7L Turbo (237 hp [177 kW] @ 5600 rpm, 260 lb-ft of torque [350 Nm] @ 1200-4000 rpm) (STD) (Requires (N8R) 8-speed Transmission.)</div> <div>Transmission, 8-speed automatic (STD) (Included with (L2R) 2.7L Turbo Engine.)</div> <div>Rear axle, 3.42 ratio</div> <div>GVWR, 6000 lbs. (2722 kg) (STD) (Requires (L2R) 2.7L Turbo engine.)</div> <div>Engine control, stop/start system disable button</div> <div>Engine air filtration monitor</div> <div>Push Button Start</div> <div>Automatic Stop/Start</div> <div>Transfer case, single speed electronic Autotrac with push button control</div> <div>Four wheel drive</div> <div>Battery, AGM, 800 cold-cranking amps with 80 amp hour rating, 12V</div> <div>Generator, 170 amp (Not available with (Z82) Trailering Package.)</div> <div>Radiator Grille Shutters, automatic</div> <div>Vehicle health management, provides advanced warning of vehicle issues</div> <div>Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching</div> <div>Recovery hooks, front, Black</div> <div>Frame, fully-boxed</div> <div>Pickup box</div> <div>Brakes, 4-wheel antilock, 4-wheel disc</div> <div>Capless fuel fill</div>
Exterior	<div>Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel</div> <div>Tires, 255/65R17 all-season, blackwall</div>

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Exterior	
	Tire, compact spare T175/90D18, blackwall (STD) (Requires (RTI) 18" x 4.5" (46.7cm x 11.4cm) steel, compact wheel.)
	Wheel, Compact Spare, 18" x 4.5" (45.7 cm x 11.4 cm) steel (Requires (L2R) 2.7L Turbo engine.)
	CornerStep, rear bumper
	Moldings, Black beltline
	Headlamps, halogen with automatic exterior lamp control
	IntelliBeam, automatic high beam on/off
	Headlamp control, automatic on and off with automatic delay
	Cargo box light, back of cab
	Mirrors, outside power-adjustable
	Mirror caps, molded with color (Not available with (B26) Safety Package.)
	Glass, deep-tinted
	Glass, solar glazing front side windows
	Glass, privacy glazing rear side windows
	Windshield, solar absorbing
	Door handles, Black
	Tailgate handle, Black
Entertainment	
	11.3" diagonal advanced color LCD display with Google built-In compatibility including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD) (Terms and limitations apply.)
	Audio system feature, 6-speaker system
	SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)
	Wireless phone projection, for Apple CarPlay and Android Auto
	Chevrolet Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Interior

Seats, front bucket (STD)
Seat trim, Cloth
Seat adjuster, driver 6-way manual
Seat adjuster, passenger 4-way manual
Seat, rear 60/40 split-folding bench with storage
Storage compartment, front, without cover
Floor covering, color-keyed carpeting
Steering column, tilt, manual
Steering wheel, urethane
Steering wheel controls, mounted audio controls
Speedometer, miles/kilometers
Driver Information Center, 11" diagonal fully-digital display
Windows, power front, driver express down
Window, power front, passenger express down
Windows, power rear, express down
Door locks, power
Remote Keyless Entry
Theft-deterrent system, unauthorized entry
USB Ports, 2 (first row) located on console
Power outlet, 12-volt located in center console bin
Air conditioning, single-zone manual climate control
Heater, air conditioning duct, rear passenger
Handles, door release, front and rear, Jet Black
Mirror, inside rearview manual day/night
Visors, driver and front passenger vanity mirrors
Lighting, interior, center dome
Lighting, interior
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Safety-Mechanical

- Front Pedestrian and Bicyclist Braking
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Hitch View

Safety-Exterior

- Daytime Running Lamps, Halogen

Safety-Interior


- Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
- HD Rear Vision Camera (Not available with (CWM) Technology Package.)
- Lane Keep Assist with Lane Departure Warning
- Forward Collision Alert
- Following Distance Indicator - (Requires a future software update) (Beginning at the start of production, Certain vehicles will not be equipped with (UE4) Following Distance Indicator functionality which will require a future software update to function.)
- LED Reflective Windshield Collision Alert
- Seat Belt, Black
- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Door locks, rear child security
- Rear Seat Reminder
- Rear Seat Belt Indicator
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu (Not available with (T4Z) Buckle To Drive.)

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( Complete)

Safety-Interior

Tire Fill Alert provides an audible indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure

Tire Pressure Monitoring System (does not apply to spare tire)

Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3500 lbs
Gross Axle Wt Rating - Rear	3600 lbs	Curb Weight - Front	2311 lbs
Curb Weight - Rear	1853 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	1189.00 lbs
Reserve Axle Capacity - Rear	1747.00 lbs	As Spec'd Curb Weight	4164.00 lbs
As Spec'd Payload	2086.00 lbs	Maximum Payload Capacity	2086.00 lbs
Gross Combined Wt Rating	9100 lbs	Gross Axle Weight Rating	7100.00 lbs
Curb Weight	4164.00 lbs	Reserve Axle Capacity	2936.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6250.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	7700 lbs	Wt Distributing Hitch - Max Tongue Wt.	770 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	7700 lbs		

Frame

Frame Type	Fully-boxed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	2-Stage Multi-Leaf
Spring Capacity - Front	3500 lbs	Spring Capacity - Rear	3600 lbs
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	3500 lbs	Axle Capacity - Rear	3600 lbs
Axle Ratio (:1) - Front	3.42	Axle Ratio (:1) - Rear	3.42

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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHR	Rear Tire Order Code	QHR
Spare Tire Order Code	ZAO	Front Tire Size	255/65R17
Rear Tire Size	255/65R17	Spare Tire Size	255/65R17
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	N/A	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.4 x -TBD- in
Rear Brake Rotor Diam x Thickness	13.3 x -TBD- in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	21.4 gal	Aux Fuel Tank Capacity, Approx	N/A
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Vehicle: [Fleet] 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Chassis

Fuel Tank

Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A
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Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	40.29 in
Front Leg Room	45.17 in	Front Shoulder Room	57.4 in
Front Hip Room	54.71 in	Second Head Room	38.28 in
Second Leg Room	34.7 in	Second Shoulder Room	56.13 in
Second Hip Room	53.09 in		

Exterior Dimensions

Wheelbase	131.36 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	213.02 in
Width, Max w/o mirrors	74.91 w/Mirrors Folded, 84.4 w/Mirrors in	Height, Overall	78.79 in
Overhang, Front	34.51 in	Overhang, Rear w/o bumper	47.11 in
Front Bumper to Back of Cab	N/A	Cab to Axle	23.4 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	7.9 in	Ground Clearance, Rear	7.9 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	61.7 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	58.8 in	Cargo Box Width @ Wheelhousings	45.5 in
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	41.9 ft³	Ext'd Cab Cargo Volume	N/A

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RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH FIRST VEHICLE SERVICES, INC. FOR FLEET MANAGEMENT AND MAINTENANCE SERVICES UTILIZING THE TERMS AND CONDITIONS OF SUNRISE FLORIDA CONTRACT AWARDED TO PURSUANT TO RFP NO. 23-01-01-WL PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) is in need of fleet management and maintenance services (the “Services”); and

WHEREAS, the City of Sunrise, Florida, has an agreement with First Vehicle Services, Inc. (the “Vendor”) for the Services pursuant to RTP No. 23-01-01-WL (the “Sunrise Contract”); and

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

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code of Ordinances, the City Council seeks to authorize the City Manager to execute an agreement in substantially the form attached hereto as Exhibit “A” with the Vendor for the Services consistent with the terms and conditions of the County Contract (the “Agreement”); and

WHEREAS, the Vendor has provided the City with a quote, consistent with the terms of the Agreement, to provide the Services for the Project in an amount not to exceed \$300,000.00 annually, which quotes are attached hereto as composite Exhibit “B” (the “Quote”); and

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

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

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

Section 2. Approval and Authorization of Agreement. That the City Council hereby approves the Agreement with the Vendor for the Services pursuant to Section 31-11(E)(5) of the City Code and authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 3. Implementation. That the City Manager is authorized to execute any purchase order, work order, or other required documentation for the Services described in this Resolution and to take any action that is reasonably necessary to implement the purpose of this Resolution.

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

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

Vice Mayor 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 ____ day of January, 2024.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
FIRST VEHICLE SERVICES, INC.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2024 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **FIRST VEHICLE SERVICES, INC.**, a Delaware corporation authorized to do business in Florida (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as the “Parties.”

WHEREAS, the City is in need of fleet management and maintenance services (the “Services”) for the City’s vehicle fleet; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by the City of Sunrise, Florida (“Sunrise”), which has entered into Standard Contract No. C-23-07-07-WL (the “Sunrise Contract”) with the Contractor for the Services; and

WHEREAS, Section 31-11(E)(5) of the City Code of Ordinances (the “Code”) provides that “All 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, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City.”; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Sunrise Contract, attached hereto as Exhibit “A,” into this Agreement, except as otherwise modified or amended herein; and

WHEREAS, the Contractor has provided the City a quote (the “Quote”) attached hereto as Exhibit “B” for the provision of the Services in an amount not to exceed \$25,000.00 per month based on the pricing, terms, and conditions of the Sunrise Contract, for a total amount not to exceed \$300,000.00 annually; and

WHEREAS, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

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

1. **Incorporation of Contract.** The terms and conditions of the Sunrise Contract is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Sunrise Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Base Agreement;
 - B. Second Priority: E-Verify Affidavit;
 - C. Third Priority: Exhibit A – Sunrise Contract; and
 - D. Fourth Priority: Exhibit B – Quote.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Sunrise Contract unless otherwise provided in this Agreement. All references to the City of Sunrise shall be replaced with the City of Miami Springs where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation and Payment.**
 - A. Compensation for Services provided by Contractor shall be in accordance with the rates of the Sunrise Contract attached hereto as Exhibit “A” and the Quote attached hereto as Exhibit “B.” Contractor shall be compensated a flat rate, lump sum fee in the amount of \$25,000.00 per month, for a total amount not to exceed \$300,000.00 annually.
 - B. Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.
6. **Term.** The term of this Agreement shall be from the Effective Date through September 28, 2025, thereafter, unless terminated earlier in accordance with the terms of the Sunrise Contract. Additionally, the City Manager may renew this Agreement upon written notice to the Contractor for two (2) additional two (2) year periods on the same terms as set forth herein and in the Sunrise Contract, except as modified herein.

7. **Section 7 of Sunrise Contract.** Section 7, "Performance and Payment Bond," of the Sunrise Contract is hereby amended as follows:

7. Performance and Payment Bond. The Contractor ~~has~~ shall furnished a ~~separate~~ performance and payment bond in the amount of ~~\$1,797,243.31~~ \$300,000.00. The bond furnished by the Contractor incorporates by reference the terms of ~~this Contract~~ the Sunrise Contract and this Agreement as fully as though they were set forth verbatim in such bonds. The performance and payment bond furnished by the Contractor ~~is in the~~ shall be in a form acceptable to the City.

8. **Section 11 of Sunrise Contract.** Section 11, "Indemnification," of the Sunrise Contract is hereby deleted in its entirety and replaced as follows:

11. Indemnification.

- A. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.
- B. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- C. The provisions of this section shall survive termination of this Agreement.

9. **Section 15 of Sunrise Contract.** Section 15, "Governing Law/Jurisdiction/Venue," of the Sunrise Contract is hereby deleted in its entirety and replaced as follows:

15. Governing Law, Venue, and Waiver of Jury Trial.

15.1. *Governing Law and Venue.* This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15.2. *Waiver of Jury Trial.* 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.

10. Section 25 of Sunrise Contract. Section 25, "Public Records Law," of the Sunrise Contract is hereby deleted in its entirety and replaced as follows:

25. Public Records.

- A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- B. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The City Manager or her 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 Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- C. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

- E. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- G. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

H. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

11. Background Checks. Prior to the execution of this Agreement, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the City shall select this box: ☒.

12. Notices/Authorized Representatives. 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 addresses listed on the

signature page of this Agreement or such other address as the party may have designated by proper notice.

- 13. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS]**

EXHIBIT "A"

**CITY OF SUNRISE
STANDARD CONTRACT NO. C-23-07-07-WL**

EXHIBIT "B"

FIRST VEHICLE SERVICES, INC. QUOTE

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____
_____(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**STANDARD CONTRACT NO. C-23-07-07-WL
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND FIRST VEHICLE SERVICES, INC. FOR FLEET MANAGEMENT AND
MAINTENANCE SERVICES**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and First Vehicle Services, Inc. a corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"), whose address is **720 E. Butterfield Road, Suite 300, Lombard, IL 60148-5601** and whose Federal Identification Number is **20-0441528**, incorporates all terms and requirements of RFP No. 23-01-01-WL and Contractor's Proposal as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for **Fleet Management and Maintenance Services** as set forth in this Contract and as further stated as attached hereto in Exhibit A, Scope of Services, which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be **Hameed Khan, Fleet Manager**, telephone number (954) 746-3214 or designee.

The Contractor's representative/liaison during the performance of this Contract shall be **William Todd Yordy, General Manager**, telephone number 954-572-2403.

2. Payments

The Contractor will bill the City on a monthly basis for services rendered in accordance to the terms of the contract and prices listed in Exhibit B. Submit invoices to:

City of Sunrise Garage
Attn: Hameed Khan, Fleet Manager
5580 NW 108th Ave.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Following the City representative's approval, invoice payments will be made by the City

in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for four (4) years, commencing on September 28, 2023 or date of award, whichever is later. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional two (2) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise (at the City's discretion), the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs

used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

6.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

NOTE: A Garage Liability coverage form may satisfy the same requirement to maintain Commercial General Liability and Business Auto Liability Insurance as required herein.

6.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$2,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

6.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations, shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise,". for claims arising specifically under this Contract.

6.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$2,000,000 *Combined Single Limit* or Each Occurrence. Each Occurrence. Coverage shall include

liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

6.5 Garagekeeper's Liability. Contractor agrees to maintain Garagekeeper's Legal Liability at a limit not less than \$500,000 per occurrence against Comprehensive and Collision/Upset causes of loss. When a per vehicle sublimit applies, the minimum sublimit shall not be less than \$50,000 per vehicle. An "on-hook" coverage, or similar endorsement, should be included in the event any CITY vehicles are towed, or on behalf of City, by CONTRACTOR's owned towing vehicles. Any per vehicle or per occurrence deductible shall be the contractor's responsibility.

6.6 Pollution Legal & Remediation Liability CONTRACTOR agrees to maintain Contractor's Pollution Legal Liability at a limit of liability not less than \$2,000,000 Each Occurrence \$2,000,000 Annual Aggregate. The CONTRACTOR agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder.

6.7 Commercial Umbrella/Excess Liability. CONTRACTOR agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence \$5,000,000 Aggregate. The CONTRACTOR agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person. Contractor may satisfy Umbrella/Excess with underlying coverage that is equal or greater Limits of Liability.

6.8 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability.

6.9 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.10 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor

receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

6.11 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

7. Performance and Payment Bond

The Contractor has furnished a separate performance and payment bond in the amount of \$ 1,797,243.31. The bond furnished by the Contractor incorporates by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. The performance and payment bond furnished by the Contractor is in the form acceptable to the City.

8. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to either party, should such other party fail substantially to perform in accordance

with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. Shall govern.

10. Termination for Convenience

This contract may be terminated by the City without cause upon thirty (30) days written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all work completed and accepted by the City's Representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this contract.

11. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

12. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

14. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

19. Contingent Fees

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

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

21. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

22. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

23. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to: George Cavelle, Region Vice President
First Vehicle Services, Inc.
720 E. Butterfield Road, Suite 300
Lombard, IL 60148

cc: beverly.wedin@transndev.com
Transdev U.S.
720 E. Butterfield Road, Suite 300
Lombard, IL 60149

24. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to

the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

25. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE,

OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

26. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

27. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

28. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

29. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, the City's RFP, and Contractor's Proposal.

30. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

31. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

32. E-Verify – Employment Eligibility

32.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

32.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

32.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

32.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a

period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

33. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contractor, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By: _____

Print: John T. Curran

Title: Procurement Manager

Date: _____

Approved as to form and legal sufficiency for the City

By: _____

Kimberly A. Kisslan
City Attorney

First Vehicle Services, Inc.

Witness

(_____)

Witness

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A – Scope of Services

SERVICES TO BE PERFORMED AND CONTRACTOR'S RESPONSIBILITIES

GENERAL

First Vehicle Services, Inc. (Contractor) shall provide preventive maintenance, remedial repairs, overhaul motors, repairs necessitated by accident, abuse and vandalism, new vehicle preparation, vehicle disposal processing, fuel management, management of a contractor-owned, in-house inventory and supply of material and parts, fleet management, and such other allied services (e.g., heavy equipment repair, welding services, tire service, small engine repair and repair riding mower and equipment) as may be required to assure the continuity of effective and economical operation of the City vehicles and equipment as may be amended from time to time.

The City fleet also includes Hybrid, Plug-In and Electric vehicles. The Contractor shall have the tools and staff necessary to work on all alternative fuel vehicles and equipment as needed.

The Contractor shall furnish all necessary supervision, labor, tools, parts and supplies required to maintain the fleet in a state-of-repair and service consistent with generally accepted fleet practices as defined above.

The Contractor shall utilize their trademarked First Quality Management™ Program (FQM) to ensure the highest quality of maintenance services and repair of the City's fleet vehicles and heavy equipment and to maintain a permanent, detailed, automated record system for each vehicle and vehicle category. This provides a basis for optimum fleet management and detailed maintenance and operation information for the City.

CITY GARAGE AND EQUIPMENT AND FACILITY USE LICENSE

The City owns property located at 5580 NW 108th Avenue, Sunrise, FL, 33351, including adjoining parking lots and fueling station (City Garage).

All work except subcontracted work will be performed in the City Garage which shall be licensed for use to Contractor while the contract is in effect with the City. City Garage will remain the property of the City of Sunrise.

The City shall license the use of the City Garage to Contractor, located at 5580 NW 108th Ave, Sunrise, Florida for a charge of \$1.00 per year, for the initial four-year contract term, commencing on September 28, 2023 or date of award, and any renewal terms or extensions exercised by the City. The license for use of the City Garage will expire at the end of the contract, or on a date agreed upon by both parties. The use of the City Garage under this license will be for the performance of services as described in the RFP and/or as set forth in this Contract, including any renewal terms or extensions under the Scope of Services.

The Contractor shall not use the City Garage for work on vehicles or equipment not owned or leased by the City. Use of the City Garage will include telephone lines on the City's network.

The City hereby grants to the Contractor for fleet management and maintenance services the exclusive right to access, use, and maintain the City property and equipment, adjoining parking lots and fueling station pursuant to and during the term(s) of this Contract or as approved by the Fleet Manager. The property facility use license may not be assigned, pledged, encumbered or subcontracted for this property without written approval by City. The City reserves the sole right to occupy and utilize the property for City operations without permission from the Contractor. This facility use license shall replace any prior lease or license agreements prior to the execution of this Contract resulting from RFP 23-01-01-WL. The Contractor shall not make any material additions or alterations in the interior or exterior of the property or the fixtures, furnishings and equipment without prior written consent of City's Fleet Manager. The Contractor may use the adjacent Public Works Complex's parking lot for temporary staging or storage of vehicles and equipment upon written approval from Fleet Manager. This facility use license shall vest in the Contractor no right, title, nor interest in and to the City property or equipment, other than the right of using the same for the expressed purposes and on the terms and conditions herein set forth. It is expressly understood that the fee ownership to said City Property shall remain in the City for such use and occupation as the City, its successors or assigns, may desire subject only to the facility use license rights hereby given to the Contractor by the City.

The City shall also provide, under the aforementioned yearly rate, City-owned equipment, tools and furniture located in the City Garage. In the event any additional equipment identified as essential for the City Garage operation, the City will have the option to purchase and pay directly for such equipment for the City Garage operation. The cost of such equipment shall not be included in the Operating Target and will be billed to the City with the monthly "directed work" invoice. The City will have the option to purchase and pay directly for such equipment for the City Garage operation. Such purchases require City's approval. Prior to purchase of such equipment, the Contractor will provide a quotation for the requested piece of equipment to the Fleet Manager for review and receive signed authorization to proceed. All equipment added during the term of the Contract, and approved by the City prior to acquisition, will become the property of the City.

The physical facilities, office and shop equipment provided to the Contractor for the term of the Contract will become the responsibility of the Contractor to operate and maintain in a reasonably safe manner so as to avoid injury or damage to persons or property and will be returned to the City upon completion of the Contract in the same condition they were provided to the Contractor, except for normal wear and depreciation.

A complete physical inventory of office and shop equipment will continue to be taken annually by the City representatives and the Contractor to determine the Contractor's responsibility. The inventory shall be repeated annually.

Contractor is responsible for receiving and inspecting purchased vehicles to be added to the inventory.

The City Garage will be maintained by the City, including repairs, maintenance and/or renovations. The City does not warrant or guarantee against possibility that safety or other potential physical hazards may exist at the City Garage. The Contractor shall inform the City of any known environmental hazards or degraded conditions and assisting the City with minor and emergency repairs when necessary or requested by the City. The Contractor will be responsible for all cleanups and spills caused by the Contractor during the performance of this Contract. The City will supply water and electricity. The Contractor shall maintain equipment used during fleet maintenance such as: compressors, overhead doors, lifts, etc. The Contractor shall indemnify and hold harmless the City and its employees from any damages or suits that may occur as a result of the fulfillment of this Contract.

STAFFING

Contractor has and shall maintain the A.S.E. BLUE SEAL shop accreditation and a staff that includes a minimum of 60% ASE certified technicians and 60% ASE certified Emergency Vehicle Technicians (EVT) to work on Emergency Vehicle Fleet (Fire and Police Departments).

SECURITY OF CITY ASSETS

Security of City assets entrusted to Contractor, including shop equipment shall be provided by the Contractor throughout the valid contract period. The Contractor may change the locks of the maintenance facility for the duration of the Contract. If so, a duplicate key for all re-keyed locks will be provided to the City upon request. At the termination of this Contract, the Contractor and City shall jointly undertake a closing inventory of all such items.

CONFIDENTIALITY OF SERVICE OPERATIONS

Contractor is aware of the security issues involving the fleet maintenance of law enforcement vehicles and shall restrict access to the shop when specialty Fire and Police units are being repaired. If at any time Contractor finds drugs, weapons, paraphernalia or other evidence in a vehicle, Contractor will stop work on the vehicle, clock off the work order, and lock the vehicle where it is and notify the vehicle user and the Fleet Manager. Unmarked police undercover vehicles, both City owned and leased, shall be serviced and maintained by the Contractor as part of the automotive fleet. The Contractor shall assure that the confidential nature of these vehicles, including any special equipment inside the vehicles, are maintained in the highest

degree of confidence. The Contractor shall require confidentiality by ensuring that its employees and staff do the following:

- No discussion and identification about these undercover vehicles.
- Securing these vehicles in the least conspicuous locations.
- Ensuring no paperwork identifies such vehicle as an undercover vehicle.
- Refrain from the photographing of undercover vehicles.
- Refrain from identifying these vehicles as undercover to outside vendors.
- Prohibition on handling and tampering with special equipment.
- Integrity of mechanics and staff.

The Contractor shall perform a comprehensive background check on all employees who will work at the City Garage. The Contractor will provide such background information to the City for review, upon request. The City has the right to reject proposed employees who have been found guilty, been censured, suffered a revocation of license, or otherwise violated any standard of conduct or code of ethics established by law for any profession regulated by the State of Florida or any other state; or, been convicted of any felony, any crime of moral turpitude, or any criminal traffic violation including driving under the influence. Any person who pleads "guilty" or "nolo contendere" or who was found guilty shall be deemed to have been convicted notwithstanding a suspension of sentence or a withholding of adjudication. The Contractor must agree to exclude any employee from duties with the City Garage whom the City deems to pose a security risk.

PREVENTIVE MAINTENANCE

DEFINITION

Contractor shall provide and administer a preventive maintenance (PM) program for all City vehicles and equipment under this contract, in accordance with specifications included in the RFP and the proposal submittal.

The PM program provided by the Contractor is designed in accordance with recognized good fleet management practices and shall, at a minimum, and shall, at a minimum, meet or exceed the terms and conditions necessary to comply with the original equipment manufacturers (OEM) specifications, or manufacturer's warranties and recommendations. Contractor shall continue to utilize the current scheduling process to maintain the City's fleet and PM service on selected vehicles and equipment and is to be provided in the field if needed. It shall be the responsibility of the Contractor to notify all departments of the scheduled PM for all vehicles and equipment.

Contractor shall perform repairs as required; correct deficiencies and road test after PM inspections, prior to the vehicle being returned to service.

Minimally, once per year, irrespective of miles, all fluids will be replaced. This includes, engine oil, transmission fluid, power steering fluid and rear axle lube.

Contractor may propose alternate schedules that will provide for maximum uptime and longevity of the fleet. Proposed schedules should meet or exceed the O.E.M. recommendations and must be approved by the Fleet Manager.

FLEET ASSESSMENT

It will not be necessary for Contractor to perform a fleet assessment of the City's vehicles at the start of this contract. As the incumbent, all fleet vehicles have been subject to PM's as required.

PREVENTIVE MAINTENANCE SCHEDULING

PM activities shall be coordinated with normal work schedules. Therefore, PM should be targeted at times mutually agreed upon by the Contractor and the City.

Contractor shall notify the user a minimum of ten (10) business days, in advance of the scheduled time. The Contractor shall be responsible for all contact with departments regarding vehicle PM scheduling. If a user fails to deliver their vehicle on schedule, Contractor will reschedule the vehicle for service. If the vehicle is not delivered for the rescheduled service, the Contractor shall notify the City's Representative and the City's Representative will notify the Fleet Manager and he will notify the senior management of that department. This procedure will continue until the vehicle is delivered for the PM service. In addition, when the vehicle is not delivered for three (3) consecutive scheduled PM services or is consistently not delivered for PM service, the City will have the prerogative to lock the vehicle out of the automated fueling system, or take other appropriate action to promote compliance.

ANNUAL INSPECTION

The Contractor shall inspect every piece of equipment and vehicle in the fleet annually if such equipment and /or vehicle has not been serviced or received a PM.

REPAIRS AND ADDITIONAL SERVICES TO BE PERFORMED

PREVENTIVE MAINTENANCE RELATED REPAIRS

Contractor shall make specific repairs to vehicles and equipment that are identified through PM and by users. Repairs shall be made as required, limiting the nature and extent of repairs that are consistent with age, mileage, and cost to repair criteria of good fleet maintenance. Cost of said repairs will be included in the operating target.

DIRECTED WORK

The City or its designee may direct the Contractor to perform additional tasks not covered by PM or routine repairs under this Contract. The Contractor shall perform

such assignments in accordance with an agreed schedule and level of effort. All directed work must be analyzed by the Contractor to determine the repair's cost effectiveness. All directed work shall be specifically approved by the City. When vehicle equipment replacement appears to be more cost effective than repair, such recommendation shall be presented by the Contractor to the City. Cost of such assignments shall not be included in the operating target and shall be invoiced to the City on a straight cost reimbursement basis, no loadings applied. Proposed pricing must be in accordance with pricing schedule, included herein.

ROAD CALLS

The Contractor shall provide emergency road service calls for vehicles in the fleet twenty-four hours a day, seven days a week. The Contractor shall have persons on call to expeditiously handle vehicle breakdowns even if the service call requires the services of an EVT. Towing of City-owned or leased vehicles requiring this service, shall be coordinated by the Contractor with the City's towing franchisee. For equipment which cannot be brought into the City Garage, the Contractor shall provide mobile service on location to service this equipment. The cost for such services shall be included in the operating target.

QUICK FIX

The Contractor shall provide a Quick Fix function for minor repairs of less than a one-hour duration when the vehicle operator chooses to wait for the service. Quick Fix will be offered on both shifts and vehicles repaired under Quick Fix are to be moved to top priority. Examples of Quick Fix services are replacing wiper blades, fuses and light bulbs, topping off fluids, adding air to tires, etc. The cost for this service is included in Contractor's operating target.

WARRANTY AND RECALL WORK

Contractor shall administer all warranties and recalls, both for vehicles and equipment, associated with maintenance and repair of this fleet. The Contractor shall coordinate warranty or recall work out to applicable manufacturer's or the manufacturer's authorized repair centers. The Contractor will be responsible for any work performed at a dealership and such cost will be included in the operating target. The Contractor shall be responsible for any work performed at a dealership and such cost will be included in the operating target. The Contractor shall absorb the cost of repairs made if a vehicle is sent out for suspected warranty work, and the suspected problem is not covered by warranty. Any cost to the Contractor for warranty and recall work shall be part of the operating target.

RE-REPAIR

The Contractor shall track and identify multiple repairs for the same deficiency on the same vehicle or equipment (re-repairs), and report this to the Fleet Manager. The cost

of any re-repairs shall be borne by the Contractor whether the cause was the work of the Contractor or a manufacture's defect.

OUTSIDE REPAIRS

The Contractor shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically in-house, and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house. An example of outside repairs may include body work and painting, glass replacement, transmission sealing and repair, radiator work, and such other work that can be utilized at minimum cost to the City. The Fleet Manager shall approve any proposed changes to the plan. The plan shall be periodically and informally reviewed by the Contractor to ensure that the outside repair versus in-house repair decision remains justified. All responsibility for paperwork, invoicing, quality control, vehicle movement, (may include movement of vehicles to out-of-state warranty service facilities) vehicle security, etc. shall be accepted solely by the Contractor. All Sub-Contractor invoices will be accepted and paid solely by the Contractor. All non-contract work, if approved by the City, will be reimbursed to the Contractor on a monthly basis. Outside repair cost for all contract work shall be included in the operating target.

REPAIR PRIORITY

The Contractor shall provide preventive maintenance and unscheduled repairs to vehicles in accordance with an established priority system approved by the City. The system shall be subject to approval and modification by the City's Fleet Manager. Scheduled maintenance services will be performed on a first-in/first out basis within this priority system, unless specifically re-prioritized by the City's Fleet Manager. Emphasis shall be placed on the timely repair of specialty equipment or unique equipment of which like kinds are not prevalent throughout the City's fleet.

NEW VEHICLE PREPARATION

The Contractor shall prepare newly acquired vehicles for service. Preparation shall include inspections, cleaning, fabrication and installation of special equipment, installation of decals, transfer of special equipment from old unit and coordination of radio installation. Such cost will not be included in the operating target.

VEHICLE DISPOSAL

The Contractor shall prepare vehicles to be sold for disposal. Preparation shall include removal of tags, decals and special equipment, cleaning interior and exterior, odometer reading and minor repair to ensure the vehicle is in running condition for auction (repairs subject to authorization by City's Fleet Manager) and other paper work associated with disposal of each unit. When a vehicle is sold at auction, a mechanic shall be present to start or jump start vehicles as necessary. Such cost will not be included in the operating target.

ACCIDENT AND VANDALISM REPAIRS

The Contractor is responsible for processing repairs required because of accident or vandalism, working in conjunction with the City's Fleet Manager and Risk Management, including appraisals, obtaining repair bids, cooperating with various City insurance adjusters or third-party insurance adjusters for vehicle inspections and insurance damage estimates, transportation of vehicle to/from repair site, repair quality and timeliness, and shall be responsible for administration, including the payment of invoices. Three (3) competitive bids shall be obtained for accident and vandalism repairs and Contractor's expenses in securing accident and vandalism repairs shall be included in the operating target. Contractor shall also take photographs of all vehicles involved in accidents or vandalized documenting the damaged areas. Repair estimates and photographs shall be made available to the Fleet Manager and Risk Management upon completion. Accident and vandalism repair invoices shall not be included in the operating target costs and upon City's approval will be reimbursed to the Contractor as a non-contract cost.

The Contractor shall contact the City's Fleet Manager and Risk Management on any vehicle(s) that appears to be totaled due to an accident. Contractor will store such vehicles as evidence when instructed by Risk Management. Such vehicles shall not be repaired, altered or disposed of without the approval of the City's Risk Management.

Contractor shall also make available to the City's Risk Management any or all maintenance records on City vehicles as requested by Risk Management for defending liability claims against the City.

USER ABUSE REPAIRS

It is the responsibility of Contractor to notify the City whenever a vehicle shows suspected blatant abuse by the user. In such cases, the Contractor will proceed to repair the vehicle (subject to limitations and approved by the City's Fleet Manager), and will provide the City with documentation of the suspected abuse. The City will then conduct an investigation and determine whether user abuse did occur. If the user abuse is recognized and approved by the City, such cost will be reimbursed by the City and shall not be included in the operating target.

ROAD TESTING

The Contractor shall conduct a road test on all vehicles that have had safety-related repairs or adjustments (e.g., brakes, steering, etc.). These vehicles must pass a road test and be deemed safe to operate by the Contractor prior to being returned to service.

The Contractor shall provide the City's Risk Management copies of driver licenses for all employees that shall be operating any City-owned or leased vehicles for test-driving or other maintenance related reasons. The Risk Management Division reserves the right to check driving records of such proposer's employees. In the event the Department of Motor Vehicle records indicate that a Contractor's employee's driver license is suspended or revoked, or that an employee has been convicted of any criminal traffic offense including driving under the influence, the Risk Manager and the City's Fleet

Manager shall have the sole authority to prohibit Contractor's employee from driving any City vehicle. Any person who pleads "guilty" or "nolo contender" or who was found guilty shall be deemed to have been convicted notwithstanding a suspension of sentence or a withholding of adjudication.

NOTIFICATION

The Contractor shall notify the appropriate representatives of User Departments when a vehicle they have in for unscheduled repair will be detained for more than 24 hours. The Contractor will also inform the User Departments when other vehicles and equipment repairs are delayed longer than the time and period determined between the City and Contractor.

INVESTIGATIONS AND AUDITS

The Contractor will support the City with technical investigations and failure analyses related to fleet vehicles and equipment. Such investigations may involve accidents, fires, or other issues of a technical nature.

GARAGE VEHICLES

The Contractor shall be responsible for maintaining all vehicles and equipment if assigned to Garage operation including garage pool vehicles. Any addition to Garage assigned vehicles, must require an approval from the City's Fleet Manager. The cost to maintain these vehicles will be included in the operating target.

FUEL

The City will purchase all fuel for its City assigned vehicles and equipment. The Contractor shall be responsible for reading fuel tank levels on a daily basis, placing fuel orders; as needed, and accepting fuel deliveries. The Contractor will monitor the level of water in all tanks on a daily basis. When the water level exceeds two (2) inches in depth, the proposer will notify the City. The Contractor will be responsible for managing the removal and disposal of the water according to EPA and State regulations. The Contractor shall also be responsible for coordinating any repairs to the City's fuel monitoring system through the vendor under contract with the City. Contractor will immediately notify the City in writing of suspected leaks or fuel spills. If the system is discovered to have faults, Contractor must notify the City's Fleet Manager. The Contractor will be on-call 24 hours a day, seven days a week to respond to fuel system problems that may occur and must respond within thirty (30) minutes after notification from the City. Repairs to the fuel monitoring system will be considered repairs outside the contract and shall not be included in the operating target. The City shall purchase all fuel.

PARTS & PERFORMANCE STANDARDS

PARTS INVENTORY

The Contractor shall purchase and maintain an adequate parts stocks, material and supplies inventory that will be charged back to the City on an as-used basis. Parts installed by the Contractor shall meet OEM specifications. The City shall approve new product lines before introduction into the parts supply. The City will not be charged for the parts until they are used on City vehicles. All parts stocks, material and supplies will be charged at the Contractor's acquisition cost with no mark-up. The Contractor will not cannibalize parts from City vehicles for use on other City vehicles without the prior approval of the City's Fleet Manager. If approval is granted, the City will not be charged for cannibalized parts used for City vehicles.

An electronic system shall be used to monitor and control the parts inventory. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and part cost, a usage rate history for each part normally stocked, and a listing of parts on order or to be ordered. The system will provide a complete and unalterable audit trail of all parts transactions for use by City auditors.

The Contractor will purchase tires and all lubricants and fluids used to maintain/repair City fleet vehicles and equipment. The Contractor will be responsible to maintain inventory of these items. The costs of tires and all consumables required to maintain/repair city fleet vehicles and equipment, will be included in the operating target.

When the Contract expires or terminates, the Contractor and City shall jointly undertake a closing inventory of all parts and supplies, which shall establish the value of the usable inventory based on the current Contractor's acquisition cost, and current market value. Obsolete inventory will not be included in determining inventory value, and disposal of obsolete inventory will be the responsibility of the Contractor. The City will have the right to purchase any and all usable parts, material or supplies from the proposer-at original cost.

ACCESS TO PARTS ROOM

The Contractor will be responsible for the security of the parts room and will authorize appropriate City personnel restricted access to the facility as required to perform facility maintenance. The City will give notice prior to entering the parts room. The City reserves the right to use and enter the parts room in the case of an emergency or disaster, if so required, until the proposer arrives on-site.

QUALITY ASSURANCE/PERFORMANCE STANDARDS

The Contractor guarantees the quality of their work to ensure the City and its residents receive prompt and professional customer service. The Contractor uses the First Quality Management™ Program to ensure quality assurance for repair management and maintenance of the City's fleet. This program includes provisions for performance standards with a system of rewards. The Contractors' General Manager will be responsible for gathering data and administering the program and

continue to meet with City representatives daily to discuss mutual goals for the operation.

The performance standards shall include, as a minimum, the following categories:

- a. Marked police vehicle availability/downtime.
- b. Unmarked police and Administrative emergency vehicle availability/downtime.
- c. Fire Rescue apparatus vehicles availability/downtime.
- d. Administrative car and truck availability/downtime.
- e. Construction equipment and specialty equipment availability/downtime.
- f. PM scheduling and completion performance.
- g. Unscheduled repair performance.
- h. Parts availability.
- i. Road call performance.
- j. Quality of work.

The Performance Standards at minimum shall be maintained, as follows:

- a. Preventive Maintenance shall be performed under twelve (12) hours;
- b. All Preventive Maintenance and minor repair work must be completed within twenty-four (24) hours of delivery to the City Garage, if the parts are available;
- c. Fleet Rework shall be Maintained within three (3) percent; and
- d. Fleet down time shall be Maintained within five (5) percent; and
- e. All Rework must be performed within twenty-four (24) hours after notification, unless provided by a vendor.

REPORTING

RECORDS

Upon prior notice to the Contractor, the Contractor shall provide the City's Fleet Manager access to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description, related to fleet management and maintenance services for the City, and shall provide to the City's Fleet Manager cost verification for work.

The Contractor will use its First Source MIS for electronic recordkeeping and reposting system for all contract services including the make and VIN of each vehicle and description and serial number along with invoice information. The information shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment.

FILES

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet of the City. A hard copy history folder and an electronic file shall be maintained by the proposer for each vehicle or piece of equipment. This folder/file will contain in chronological order, all work orders generated on the vehicle or piece of equipment. The folder shall also contain vehicle's make, model, year and serial number along with invoice information. These records become the property of the City at contract termination or conclusion.

MONTHLY MANAGEMENT REPORT

The Contractor shall provide a consolidated monthly management report in Excel format to be delivered to the City on or before the monthly meeting with the City's Fleet Manager. The reports will consist of two (2) parts, Part 1 shall include, but not be limited to the following:

- a. Maintenance cost for the month compared to Operating Target.
- b. Costs for all reimbursable items not included in the Operating Target, sorted by type of expense (i.e., accident repairs, supplier service repairs, parts (if applicable), etc.).
- c. Number of shop Work Orders Processed.
- d. Number of vehicle PMs scheduled/done.
- e. Downtime by category and in total.
- f. Cumulative records of subcontracted work.
- g. Total labor hours expended.
- h. Total parts cost and parts inventory level (listed in dollar value).
- i. Problem/accident summary.

Part 2 shall include but shall not be limited to the following:

- a. Listing of all Work Orders processed, sorted by Work Order number for the reporting period. Include vehicle number, assigned City Department, downtime, labor hours, labor cost, parts cost, parts source (inventory or outside purchase, etc.) for each Work Order listed (in duplicate).
- b. Listing of all Work Orders processed during the reporting period sorted by City Department. Include vehicle number, downtime, labor hours, labor cost, parts used, parts cost, parts source (inventory or outside purchase, etc.), for each Work Order listed (in duplicate).

- c. Listing of all Work Orders processed for accident repairs during the reporting period. Include vehicle number, assigned City Department, City Risk Management file number, downtime, labor hours, labor cost, parts cost, parts source (inventory or outside purchase, etc.) for each Work Order listed. Costs for all accident repairs shall be totaled and summarized at the end of the report.

ANNUAL REPORT

The Contractor shall provide the City with a written annual performance report certifying the description, serial number, cost and date of purchase of any equipment purchased under the Contract for the City and, in a like manner, for any equipment traded or otherwise disposed of during the contract year.

The annual report shall also contain a summary of the year's activity in Excel format or any other agreed upon format by the Contractor the City's Fleet Manager.

INVOICES

Contractor shall provide invoices no more frequently than once per month that includes only work performed in a calendar month. Invoices shall be submitted to the City's Fleet Manager. Each month an invoice will be a fixed amount that represents not more than eighty percent (80%) of the monthly Operating Target. A second statement will be issued each month that invoices the City for actual charges against the Operating Target including Personnel cost, parts and supplies, overhead expenses, administrative cost/management fees, and the cost for cost of reimbursable items. Reimbursable items shall be individually delineated on the invoice as separate line items by category e.g., outside services, accident outside services, accidents parts, etc. The City shall make its best effort to pay all invoices within thirty (30) working days of receipt of invoice, except for items thereon questioned. The City shall notify the Contractor within ten (10) business days of receipt of the invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question. Invoices shall include calculations of estimated or actual Operating Target charges as well as backup for all reimbursable items.

OTHER SERVICES

EMERGENCIES

The Contractor shall mobilize the shop and provide repair and maintenance services for the duration of emergency situations. The City will notify the Contractor when an emergency situation exists and the nature and anticipated duration of the response needed from the Contractor. Such service shall include adequate staffing to ensure continued vehicle and equipment maintenance operation at a level determined and required by the City. Such circumstances may occur during hours outside normal hours of operation and can involve any number of employees, equipment and vehicles.

The Emergency Support Plan shall be executed as outlined in their RFP Response. Costs incurred during emergency situations shall not to be included in the operating target and shall be invoiced to the City at the proposed labor rate.

PURCHASES

The Contractor shall assist the City in preparing purchase specifications for additional or replacement vehicles and equipment. In addition, the Contractor shall assist the City with inspections and assessments of used vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and recommend for the City's purchase service(s) and/or equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services. Cost of such service shall be included in the operating target.

HOURS OF SERVICE

The shop shall normally be opened on a two (2) shift, five (5) day per week basis. Vehicles shall be accepted for repair from 7:00 AM through 9:00 PM daily. The shop shall be opened and operating every scheduled City work day. The Contractor may work on scheduled City holidays, but shall not expect delivery of vehicles scheduled for PM or other City services.

WASTE

The Contractor shall be responsible for disposal of all trash and other wastes generated during the course of the Contract. The Contractor shall maintain records on all hazardous chemicals and other hazardous waste. The records shall contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals shall be in accordance with current City, State and Federal laws and EPA regulations. The Contractor shall provide training and management for employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The Contractor shall provide

a written Hazard Communication Program. The Contractor shall hold the City free of liability for all actions of the Contractor relating to waste disposal. Such cost shall be included in the operating target.

WELDING

Welding and fabrication are an integral part of the fleet operation and all costs including welding rod/wire, supplies, protective clothing, and all materials etc., are the responsibility of the Contractor and are to be included in the operating target.

SPECIALITY VEHICLES

All specialty vehicles must have any required inspection and certification made in accordance with the governing body's requirements. All vehicles shall meet OSHA and any other State or Federal Requirements.

ADJUSTMENTS TO THE APPROVED BUDGET

Changes in the size or mix of the Fleet

The operating target cost shall be adjusted to correspond to increases or decreases in the fleet size or the type of equipment in each class if such changes are at least five (5%) percent on a prorated unit cost basis. These adjustments shall be made annually. The beginning Fleet list will include the vehicles purchased to date included in Attachment "I" of the RFP, as a baseline for future adjustments.

The operating target, if needed, may be adjusted for the second and subsequent years of the Contract. An Annual Meeting will be conducted between the City's Fleet Manager and the awarded Contractor. During the Annual Meeting, the Contractor performance will be reviewed. The Fleet Manager will present its assessment of Contractor performance in the areas of fleet maintenance, operations, cost/performance targets/incentives, and other issues. The meeting shall also include a review of the Contractor's cost of doing business. With the exception of labor, escalation of the approved operating target for the ensuing year shall not exceed the Consumer Price Index (CPI) for Ft. Lauderdale and Miami, minus food and energy for most recent publication based on the change of CPI during the previous contract year. Labor cost changes may be renegotiated only at the renewal of the Contract. Changes to the Contract resulting from the annual meeting shall be documented in a Contract Amendment and may require City Commission approval.

NON-TARGET WORK

Certain work requirements will arise during the contract that is dependent on the actions or decisions of individuals other than Contractor. This work is of such an unpredictable nature that it cannot reasonably be estimated in advance and therefore, cannot be included in a fixed price contract.

Contractor will perform Non-Target services both on a subcontracted and in-house basis as requested by the City.

OTHER NON-TARGET WORK

The following are examples of items that shall be billed directly to the City at the Non-Target labor rate as work outside of the operating target.

NON-TARGET LABOR CHARGE

For work performed by the core employees, Contractor propose a \$78.00 hourly labor rate during working hours for Non-Target Work. Contractor's overtime labor rate will be \$117.00. Parts and vendor work will be passed through to the City at actual cost without mark-up.

If the core staff performs Emergency Services during normal working hours, there will be no additional labor charge to the City, until such work extends beyond normal shop hours. Labor to provide emergency support services after normal business hours will be billed at the quoted hourly rate.

SCHEDULE I

Revision 2 June 30, 2023

CITY OF SUNRISE

**TARGETED OPERATING BUDGET SERVICES
PRICE PROPOSAL**

Proposers must complete the following Cost Section:

TO: City of Sunrise, Florida

We, the undersigned, propose to furnish Fleet Management and Maintenance Services to the City, from:

October 01, 2023 at 12:01 A.M. to September 30, 2027 at 11:59 P.M.

Mondays through Fridays, excepting legal holidays, pursuant to the Award of the Contract with the "Notice for Request for Proposal" for the Amount as follows, as set out in the general categories below:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
1. Wages & Salaries				
Management/Admin. Personnel	\$ 237,769.00	\$ 249,658.00	\$ 262,141.00	\$ 275,249.00
Mechanics	\$ 474,848.00	\$ 503,707.00	\$ 534,022.00	\$ 565,881.00
Parts Personnel	\$ 50,232.00	\$ 52,749.00	\$ 55,390.00	\$ 58,157.00
Other Personnel	\$ -	\$ -	\$ -	\$ -
Wages & Salaries - Subtotal	\$ 762,849.00	\$ 806,114.00	\$ 851,553.00	\$ 899,287.00
2. Fringe Benefits	\$ 244,959.86	\$ 257,096.80	\$ 269,836.24	\$ 283,211.83
3. Parts & Supplies				
Parts & Accountable Supplies	\$ 404,526.38	\$ 424,752.69	\$ 445,990.33	\$ 468,289.84
Indirect Shop Supplies	\$ 11,610.00	\$ 12,191.00	\$ 12,801.00	\$ 13,441.00
Parts & Supplies - Subtotal	\$ 416,136.38	\$ 436,943.69	\$ 458,791.33	\$ 481,730.84
4. Subcontractor Services	\$ 44,947.38	\$ 47,194.74	\$ 49,554.48	\$ 52,032.20
5. Overhead	\$ 148,626.70	\$ 144,515.20	\$ 145,233.00	\$ 152,010.00
6. Corporate Admin. & Mgmt. Fees	\$ 179,724.00	\$ 187,984.00	\$ 197,218.00	\$ 207,586.00
TOTAL COST	\$ 1,797,243.31	\$ 1,879,848.43	\$ 1,972,186.05	\$ 2,075,857.88

- Define each cost element on a separate page

- Explain changes from year-to-year

Hourly Labor Cost for Overtime Work	<u>1.5%</u>	over hourly wage
Hourly Labor Cost for Direct Work	<u>\$ 78.00</u>	
Incentive% if below target cost: City	<u>70%</u>	Contractor <u>30%</u>
Disincentive % if above the target cost:	<u>50%</u>	Contractor <u>50%</u>


 CONTRACTOR'S SIGNATURE

First Vehicle Services, Inc.

COMPANY'S NAME

Date: 6/8/2023

COST ELEMENTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Wages	\$ 762,849.00	\$ 806,114.00	\$ 851,553.00	\$ 899,287.00
Benefits	\$ 244,959.86	\$ 257,096.80	\$ 269,836.24	\$ 283,211.83
Wages & Benefits - Subtotal	\$ 1,007,808.86	\$ 1,063,210.80	\$ 1,121,389.24	\$ 1,182,498.83
Parts	\$ 404,526.38	\$ 424,752.69	\$ 445,990.33	\$ 468,289.84
Indirects	\$ 11,610.00	\$ 12,191.00	\$ 12,801.00	\$ 13,441.00
Parts & Supplies - Subtotal	\$ 416,136.38	\$ 436,943.69	\$ 458,791.33	\$ 481,730.84
Subcontractor Services - Subtotal	\$ 44,947.38	\$ 47,194.74	\$ 49,554.48	\$ 52,032.20
Overhead Expenses				
Allowances(Tools/Unif/Safety)	\$ 615.00	\$ 646.00	\$ 678.00	\$ 712.00
Uniform Cleaning	\$ 6,805.00	\$ 7,145.00	\$ 7,502.00	\$ 7,877.00
Uniform	\$ 7,420.00	\$ 7,791.00	\$ 8,180.00	\$ 8,589.00
Small Tools-Shop <\$250	\$ 2,817.00	\$ 2,958.00	\$ 3,106.00	\$ 3,261.00
Misc Shop Expense	\$ 1,793.00	\$ 1,883.00	\$ 1,977.00	\$ 2,076.00
Depr Exp - Ofc Equip/Furn	\$ 4,563.00	\$ 4,791.00	\$ 5,031.00	\$ 5,283.00
Office Equip-Rental	\$ 150.00	\$ 158.00	\$ 166.00	\$ 174.00
Tools & Equipment	\$ 9,323.00	\$ 9,790.00	\$ 10,280.00	\$ 10,794.00
T&E Pers Car Exp	\$ 1,574.00	\$ 1,653.00	\$ 1,736.00	\$ 1,823.00
T&E Meals	\$ 6,181.00	\$ 6,490.00	\$ 6,815.00	\$ 7,156.00
Travel Expense	\$ 7,755.00	\$ 8,143.00	\$ 8,551.00	\$ 8,979.00
Safety Misc	\$ 14,929.00	\$ 15,675.00	\$ 16,459.00	\$ 17,282.00
Safety Promo/Awards	\$ -	\$ -	\$ -	\$ -
Safety Expense	\$ 14,929.00	\$ 15,675.00	\$ 16,459.00	\$ 17,282.00
Safety-Phys/Drug Test	\$ 199.00	\$ 209.00	\$ 219.00	\$ 230.00
Recruit Expense	\$ -	\$ 1,500.00	\$ 1,575.00	\$ 1,654.00
Hire-Phys/Drug Test	\$ 165.00	\$ 63.21	\$ 66.00	\$ 69.00
Hire-Background Check	\$ 188.00	\$ 48.75	\$ 51.00	\$ 54.00
Recruit/Hire Expense	\$ 552.00	\$ 1,820.96	\$ 1,911.00	\$ 2,007.00
Maint-Training/Seminar	\$ 8,022.00	\$ 8,423.00	\$ 8,844.00	\$ 9,286.00
Maint-Training/Seminar	\$ 8,022.00	\$ 8,423.00	\$ 8,844.00	\$ 9,286.00
Employee Welfare	\$ 298.00	\$ 313.00	\$ 329.00	\$ 345.00
Employee Welfare	\$ 298.00	\$ 313.00	\$ 329.00	\$ 345.00
ADP Charges	\$ 598.00	\$ 628.00	\$ 659.00	\$ 692.00
Strata	\$ 2,043.00	\$ 2,145.00	\$ 2,252.00	\$ 2,365.00
Prof Services - Other	\$ 2,641.00	\$ 2,773.00	\$ 2,911.00	\$ 3,057.00
Freight - Parts/Supply Credit	\$ 2,033.00	\$ 935.00	\$ 37.00	\$ 39.00
Other Services	\$ 107.00	\$ 112.00	\$ 118.00	\$ 124.00
BIPD Ins-Premium	\$ 38,392.00	\$ 39,799.00	\$ 41,255.00	\$ 42,785.00
Perf Bond Amort Exp	\$ 15,465.00	\$ 16,300.00	\$ 17,165.00	\$ 18,074.00
Maint - Bldg/Grounds	\$ 5,500.00	\$ 3,900.00	\$ 3,308.00	\$ 3,473.00
Janitorial	\$ 85.00	\$ 89.00	\$ 93.00	\$ 98.00
PP Tax Vehicles	\$ 63.00	\$ 66.00	\$ 69.00	\$ 72.00
Svc Auto Expense	\$ 169.00	\$ 177.00	\$ 186.00	\$ 195.00
Fines/Penalty	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
Misc Licenses/Permits	\$ 192.00	\$ 202.00	\$ 212.00	\$ 223.00
Customer Payment Varianc	\$ 168.00	\$ 176.00	\$ 185.00	\$ 194.00
Wire Line - Local Voice	\$ 2,332.00	\$ 2,011.00	\$ 1,744.00	\$ 1,831.00
Wire Line - Data	\$ 2,071.00	\$ 1,737.00	\$ 1,456.00	\$ 1,529.00
Cellular - User Mobility	\$ 1,385.00	\$ 1,454.00	\$ 1,527.00	\$ 1,603.00
Telco Svc/Maint	\$ 1,372.00	\$ 1,441.00	\$ 1,513.00	\$ 1,589.00
Health/Welfare Contrib	\$ 47.00	\$ 49.00	\$ 51.00	\$ 54.00
Civic-Contributions	\$ 24.00	\$ 25.00	\$ 26.00	\$ 27.00
Ofc Equip < 1500	\$ 1,150.00	\$ 658.00	\$ 166.00	\$ 174.00
Copier Expense	\$ 722.00	\$ 758.00	\$ 796.00	\$ 836.00
Misc Taxes	\$ 1,398.00	\$ 1,468.00	\$ 1,541.00	\$ 1,618.00
MIS Svc/Supplies	\$ 5,540.00	\$ 2,892.00	\$ 2,249.00	\$ 2,361.00
Adm Exp - Misc Equip <\$1500	\$ 5,237.00	\$ 4,149.00	\$ 3,569.00	\$ 3,747.00
Other Investment-Software	\$ 2,700.00	\$ 700.00	\$ -	\$ -
Stationary&Supply	\$ 3,042.62	\$ 2,286.00	\$ 1,665.00	\$ 1,748.00
Postage	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00
Postage Express	\$ 589.00	\$ 618.00	\$ 649.00	\$ 681.00
Dues & Subscriptions	\$ 2,888.00	\$ 3,032.00	\$ 3,184.00	\$ 3,343.00
Adm Training/Seminars	\$ 1,161.00	\$ 258.21	\$ 67.00	\$ 70.00
365 Bus-Day Adjustment	\$ 3,826.08	\$ 4,465.02	\$ 4,907.00	\$ 5,152.00
Operating Expenses-Other	\$ 97,686.70	\$ 89,786.23	\$ 87,768.00	\$ 91,671.00
Overhead Expense Total	\$ 148,626.70	\$ 144,515.19	\$ 145,233.00	\$ 152,010.00
Corporate Admin. & Mgmt. Fees	\$ 179,724.00	\$ 187,984.00	\$ 197,218.00	\$ 207,586.00
TOTAL	\$ 1,797,243.31	\$ 1,879,848.43	\$ 1,972,186.05	\$ 2,075,857.88

Annual Increases

Labor Annual increases started in Year 2 calculated at 5.0%
Parts & Supplies Annual increases started in Year 2 calculated at 5.0%
All Other Annual increases started in Year 2 calculated at 5.0%

CITY OF SUNRISE

NON-TARGETED OPERATING BUDGET SERVICES
DETAILED HOURLY RATE PROPOSAL

	<u>POSITION DESCRIPTION</u>	<u>RATE PER HOUR</u>	
		<u>REG. BUSINESS HRS.</u>	<u>OVERTIME HRS.</u>
1	EVT Technician	\$ 78.00	\$ 78.00
2	Technician III	\$ 78.00	\$ 78.00
3	Technician II	\$ 78.00	\$ 78.00
4		\$ -	\$ -
5		\$ -	\$ -
6		\$ -	\$ -
7		\$ -	\$ -
8		\$ -	\$ -
9		\$ -	\$ -
10		\$ -	\$ -



CONTRACTOR'S SIGNATURE

W.C. Pihl, Senior Vice President - Business Development

Date: 6/8/2023

First Vehicle Services, Inc.

COMPANY'S NAME



MEMORANDUM

To: Honorable Mayor and Council

From: Haydee Sera, Esq., Weiss Serota Helfman Cole & Bierman, P.L., City Attorney

Date: January 22, 2024

RE: 1st Reading: Ordinance Amending Chapter 52, "Water," of the City Code of Ordinances (the "Code") to add Section 52-14, "Permanent Year-Round Landscape Irrigation Restrictions."

Recommendation: Adopt on first reading the proposed Ordinance adding Section 52-14, "Permanent Year-Round Landscape Irrigation Restrictions," of the City Code.

Background: On July 20, 2023, the South Florida Water Management District ("District") notified the City of Miami Springs (the "City") that Miami-Dade County (the "County") revised Section 32-8.2 of the County Code of Ordinances to strengthen and update existing, permanent year-round landscape irrigation restrictions (the "Irrigation Ordinance").

The County's Irrigation Ordinance sets forth the minimum standards for landscape irrigation within the incorporated and unincorporated areas of the County, among other things, and is applicable to the City. Specifically, the Irrigation Ordinance provides that it "shall apply to both the incorporated and unincorporated areas of the County...and in the incorporated areas of the County shall be enforced by the municipalities, unless the County is notified by a municipality, in the form of a letter from an authorized representative of the municipality or by a duly adopted resolution, that the municipality desires the County to enforce the restrictions identified in th[e] [Irrigation Ordinance] within that municipality." Accordingly, the City is currently enforcing the County's Irrigation Ordinance.

As part of the District's notification on July 20, 2023, the District advised the City that not all provisions of the County's Irrigation Ordinance were self-executing and requested that the City clarify how it intends to address the County's Irrigation Ordinance updates to ensure consistency with Chapter 40E-24 of the Florida Administrative Code. The Ordinance accompanying this memorandum was prepared to address the District's comments, and if adopted, will formally adopt and incorporate the County's Irrigation Ordinance, as amended, into the City Code and provide for local enforcement by City staff.

A summary of the County's Irrigation Ordinance requirements is available at the following link: <https://www.miamidade.gov/global/water/conservation/outdoor-water-restrictions.page>

Second Reading: If the Ordinance is adopted by Council on first reading, it will be advertised for second reading and placed on the agenda for the February 12, 2024, Council Meeting.

Identifying the responsibilities of each entity involved ensures irrigation restrictions are comprehensively addressed and applied consistently countywide. At this time, the District is seeking to ascertain which of the below options your municipality may elect to utilize regarding the restriction of landscape irrigation year-round within your incorporated boundaries:

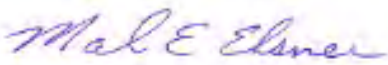
- a. Adoption of your own year-round landscape irrigation ordinance equivalent to or more stringent than the County's; or
- b. Rely on Miami-Dade's Permanent Landscape Irrigation Restrictions ordinance and enforcement with **submission of a letter** from an authorized representative to the County requesting the County enforce the ordinance within your jurisdiction; or
- c. Rely on Miami-Dade's Permanent Landscape Irrigation Restrictions ordinance and enforcement with **adoption of a resolution** requesting the County to enforce the ordinance within your jurisdiction; or
- d. Rely on Miami-Dade's Permanent Landscape Irrigation Restrictions ordinance but provide enforcement locally either with or without adopting a formal resolution to do so.

As part of each of these options, water conservation education and outreach are necessary components to ensure irrigation is effectively applied when needed, produces healthy landscape and results in the sustainable use of the water resources. Following Miami-Dade County's irrigation ordinance will: (1) increase water use efficiency; (2) prevent and curtail wasteful irrigation practices; (3) prohibit the operation of irrigation systems in a manner causing water to be wasted; and (4) allow for consistent messaging so that residents understand and comply with all irrigation requirements. The District will assist municipalities in adoption and implementation of mandatory year-round landscape irrigation conservation measures, as well as partner in water conservation education and outreach.

We look forward to working with you and your staff to help put consistent rules and ordinances in place across South Florida so that residents clearly understand and comply with all irrigation requirements. The District requests that you please respond to this letter by August 15th, 2023 with which option above your municipality intends to pursue.

If you have any questions or would like to discuss how we can assist, please contact me at melsner@sfwmd.gov or (561) 682-6156; or Jim Harmon, the District's Water Conservation Supervisor, at jharmon@sfwmd.gov or (561) 682-6777.

Sincerely,



Mark E. Elsner, P.E.
Water Supply Bureau Chief

ME/jh

Attachment: Miami Dade County Code, Chapter 32, Article I, Sec 32-8.2

- c: Patrick Martin, Miami-Dade Water and Sewer Department
Armando Vilaboy, South Florida Water Management District



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

July 20, 2023

Tammy Romero
City Manager
City of Miami Springs
201 Westward Dr
Miami Springs, FL 33166-5259

**Subject: Protecting South Florida's Water Resources
Water Conserving Landscape Irrigation Ordinances**

Dear Manager Romero:

With South Florida's growing demands for water, it's especially important that we work closely together to properly manage and conserve our precious water resources. Implementing water conservation measures promotes efficient water use and decreases water waste.

Since February 2020, the South Florida Water Management District ("District") has been engaged in an initiative to have all local governments within its jurisdiction, including those in Miami-Dade County, adopt permanent local year-round irrigation ordinances that comport with the District's Year-round Landscape Irrigation Conservation Measures ("Year-Round Irrigation Rule") contained in Chapter 40E-24, Florida Administrative Code ("F.A.C."). The District's Year-Round Irrigation Rule is a year-round measure that restricts the times and number of days landscape irrigation is allowed.

Several municipalities in Miami-Dade County have previously indicated a desire to utilize or want to be consistent with Miami-Dade County's irrigation ordinance. In March of 2023, Miami-Dade County ("County") updated their Permanent Landscape Irrigation Restrictions, which can be found in Chapter 32, Article I, Sec 32-8.2, of their County Code (copy attached). The County's updates include provisions that comport with Chapter 40E-24, F.A.C. These newly adopted revisions apply to the entire county (unincorporated and incorporated areas), contain variance (Alternative Method of Compliance) provisions, and address local enforcement of the County codes. The District's preference is for each local government to adopt their own year-round landscape irrigation ordinance equivalent to or more stringent than the County's.

However, if a municipality prefers to rely on the County's ordinance, not all provisions of the County's ordinance are self-implementing. For instance, the provision regarding enforcement (County Code [Sec 32-8.2(a)]) states:

"...in the unincorporated areas of the County shall be enforced as described in section 32-8.2(e), in the incorporated areas of the County shall be enforced by the municipalities, unless the County is notified by a municipality, in the form of a letter from an authorized representative of the municipality or by a duly adopted resolution, that the municipality desires the County to enforce the restrictions identified in this section within that municipality. Any municipality may establish and enforce its own ordinance provided such ordinance is equivalent to or more stringent than the provisions of this section."

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WHEREAS, on July 20, 2023, the South Florida Water Management District (“District”) notified the City of Miami Springs (the “City”) that Miami-Dade County (the “County”) revised Section 32-8.2 of the County Code of Ordinances to strengthen and update existing permanent year-round landscape irrigation restrictions (the “Irrigation Ordinance”); and

WHEREAS, the County's Irrigation Ordinance sets forth the minimum standards for landscape irrigation within the incorporated and unincorporated areas of the County, among other things, and is applicable to the City; and

WHEREAS, the Irrigation Ordinance specifically provides that landscape irrigation restrictions “shall apply to both the incorporated and unincorporated areas of the County...and in the incorporated areas of the County shall be enforced by the municipalities, unless the County is notified by a municipality, in the form of a letter from an authorized representative of the municipality or by a duly adopted resolution, that the municipality desires the County to enforce the restrictions identified in th[e] [Irrigation Ordinance] within that municipality”; and

WHEREAS, as part of the District's notification on July 20, 2023, the District advised the City that not all provisions of the County's Irrigation Ordinance were self-executing and requested that the City clarify how it intends to address the County's Irrigation Ordinance updates; and

WHEREAS, the City desires to amend Chapter 52, “Water,” of the City’s Code of Ordinances in order to formally adopt and incorporate the County’s Irrigation Ordinance, as may be amended from time to time, and provide for local enforcement; and

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

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

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

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

Section 2. Amending Code. That the Code of Ordinances of Miami Springs, Florida, is hereby amended by adding a section to be numbered 52-14, which said section shall read as follows:

CHAPTER 52 – WATER
ARTICLE I. – IN GENERAL

* * *

Section 52-14. *Permanent year-round landscape irrigation restrictions.* The City hereby incorporates and adopts and shall enforce the requirements set forth in Section 32-8.2, “Permanent Year-round Landscape Irrigation Restrictions,” of the Miami-Dade County Code of Ordinances, as may be amended from time to time. The provisions of Section 32-8.2 of the Miami-Dade County Code of Ordinances shall apply to all users within the City of any water resource, whether from publicly or privately owned water utility systems, private wells, or private connections with surface water bodies.

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

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

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

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

PASSED ON FIRST READING on the __ day of _____, 2024, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2024, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

74 Vice Mayor Jacky Bravo _____
75 Councilmember Dr. Walter Fajet, Ph.D. _____
76 Councilmember Jorge Santin _____
77 Councilmember Dr. Victor Vazquez, Ph.D. _____
78 Mayor Maria Puente Mitchell _____

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MARIA PUENTE MITCHELL
MAYOR

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84 ATTEST:

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ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Sec. 32-8.2. Permanent year-round landscape irrigation restrictions.

- (a) *Intent and purpose.* To protect the water resources of Miami-Dade County, Florida (County) from the harmful effects of overutilization, increase water use efficiency and prevent and curtail wasteful water use practices by providing mandatory year-round landscape irrigation conservation measures and prohibiting the operation of irrigation systems in a manner causing water to be wasted and to be consistent with the South Florida Water Management District's (District Governing Board) mandatory year-round landscape irrigation conservation measures under Chapter 40E-24, Florida Administrative Code, (F.A.C.). This program provides a minimum standard and shall apply to both the incorporated and unincorporated areas of the County, and in the unincorporated areas of the County shall be enforced as described in Section 32-8.2(e), and in the incorporated areas of the County shall be enforced by the municipalities, unless the County is notified by a municipality, in the form of a letter from an authorized representative of the municipality or by a duly adopted resolution, that the municipality desires the County to enforce the restrictions identified in this section within that municipality. Any municipality may establish and enforce its ordinance provided such ordinance is equivalent to or more stringent than the provisions of this section.
- (b) *Definitions.* In constructing the provisions of this section, the following definitions shall apply:
- (1) *Address* shall mean the "house number" (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes "rural route" numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community's address), then the community's main address shall be the property's address. If a property has no address, it shall be considered "even- numbered."
 - (2) *Athletic play area* shall mean all golf course fairways, tees, roughs and greens and other athletic play surfaces; including, football, baseball, and soccer fields, polo grounds, tennis courts, or lawn bowling fields, and rodeo, equestrian and livestock arenas.
 - (3) *Director* shall mean the Director of the Miami-Dade Water and Sewer Department or its successor agency.
 - (4) *District Governing Board* shall mean the South Florida Water Management District, a government entity; created under Chapter 373, F.S.
 - (5) *Even-numbered address* shall mean an address ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address or the letters A—M.
 - (6) *Existing landscaping* shall mean any landscaping that has been planted and in the ground for more than ninety (90) consecutive days.
 - (7) *Irrigation* shall mean the application of water by means other than natural precipitation.
 - (8) *Irrigation systems* shall mean equipment and devices which deliver water to the landscaping being irrigated including, but not limited to, pumping stations, controls, main and submain pipelines, lateral pipelines, emitters, valves, fittings, and safety devices.
 - (9) *Landscaping* shall mean shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora, not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way except athletic play areas.

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- (10) *Landscape Irrigation* shall mean the outside watering of landscaping except athletic play areas as defined herein.
- (11) *Low-volume Hand Watering* shall mean the watering of landscaping by one person, with one hose, fitted with a self-canceling or automatic shutoff nozzle.
- (12) *Low-volume Irrigation* shall mean the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.
- (13) *Micro-irrigation* shall mean the application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitters or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or techniques such as bubbler, drip, trickle, mist or microspray, and subsurface irrigation.
- (14) *New landscaping* shall mean any landscaping that has been planted in the ground for ninety (90) days or less.
- (15) *Odd-Numbered Address* shall mean an address ending in the numbers 1, 3, 5, 7, 9, or the letters N—Z.
- (16) *Reclaimed Water* shall mean wastewater that has received at least secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility as defined in Rule 62-40.210, F.A.C.
- (17) *User* shall mean any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, individual wells or pumps and uses under water use permits issued pursuant to Chapter 40E-2, F.A.C.
- (18) *Wasteful and unnecessary* shall mean allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner, regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks and other impervious surfaces; allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.
- (19) *Water resource* shall mean any and all water on or beneath the surface of the ground including, but not limited to, natural or artificial watercourses, water bodies, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.
- (20) *Water shortage* shall mean when the District Governing Board determines via formal declaration that there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require a temporary reduction in total use within a particular area to protect water resources from serious harm. A water shortage usually occurs, but is not limited to occurring, due to drought.
- (21) *Water shortage emergency* shall mean when the District Governing Board determines the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable- beneficial uses.
- (c) *Application of section.* The provisions of this section shall apply to all users of any water resource within the County, whether from publicly or privately owned water utility systems, private wells, or private connections

with surface water bodies. The provisions of this section shall not apply to athletic play areas, agricultural and nursery operations and irrigation performed using reclaimed water.

(d) *Permanent landscape irrigation restrictions.*

- (i) It shall be the duty of each User to keep informed as to the landscape irrigation conservation measures presented within this section, which affect each particular water use.
- (ii) The following requirements shall apply to all users unless specified otherwise herein:
 - (1) Irrigation of existing landscaping shall comply with the following:
 - (a) It shall be unlawful for any user to irrigate or to cause, let, permit, allow or suffer the irrigation of any residential, commercial, institutional, governmental or industrial landscaping areas between the hours of 10:00 a.m. and 4:00 p.m. daily except as otherwise provided herein.
 - (b) It shall be unlawful for any user to operate or cause, let, permit, allow or suffer the operation of any irrigation system or device in a wasteful and unnecessary manner including, but not limited to, watering paved areas, sidewalks, driveways, and parking lots.
 - (c) An Even-Numbered Address that has an irrigation system that irrigates both even-numbered and odd-numbered addresses within the same zones, including multifamily units and homeowners' associations, and rights-of-way or other locations with no address, as defined in this section shall only conduct necessary landscape irrigation on Thursday and/or Sunday.
 - (d) Odd-Numbered Addresses shall only conduct necessary landscape irrigation on Wednesday and/or Saturday.
 - (2) Users irrigating new landscaping shall comply with the following:
 - (a) Irrigation of new landscaping shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m. daily, except as otherwise provided herein.
 - (b) On the day the new landscaping is installed, the new landscaping may be irrigated once without regard to the normally allowable watering days and times. Irrigation of the soil is allowed twenty-four (24) hours before installation without regard to the normal allowable watering days and times.
 - (c) The new landscaping shall be installed within a reasonable time from the date of purchase.
 - (d) The date of purchase of new landscaping may be demonstrated with a dated receipt or invoice.
 - (e) Irrigation of new landscaping is limited to areas containing the new landscaping only. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this paragraph if the zone in question is for an area that contains at least fifty (50) percent new landscaping. If a zone contains less than fifty (50) percent new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation under this paragraph. Targeted watering may be accomplished by low-volume hand watering, or any appropriate method which isolates and waters only the new landscaping.
 - (f) New landscaping which has been in place for thirty (30) days or less may be irrigated on Monday, Tuesday, Wednesday, Thursday, Saturday and/or Sunday.
 - (g) New landscaping which has been in place for thirty-one (31) to ninety (90) days may be irrigated on Monday, Wednesday, Thursday and/or Saturday.

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- (3) Any water shortage restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related District Governing Board or Executive Director orders which are more restrictive than a measure contained within this section, shall supersede this section for the duration of the applicable water shortage declaration.
 - (4) Landscape irrigation systems may be operated during restricted days and times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one test should not exceed ten (10) minutes per zone.
 - (5) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or by the Florida Green Industries Best Management Practices for Protection of Florida Water Resources Manual, shall be allowed under the following conditions:
 - (a) Such watering-in of fertilizers containing nitrogen or phosphorus and application of fertilizers containing nitrogen or phosphorus for turf or landscaping are allowed only from November 1 to May 14 of each year pursuant to Section 18C-4 of the Code of Miami-Dade County, Florida.
 - (b) Such watering-in of fertilizers containing phosphorus and application of fertilizers containing phosphorus for turf or landscaping plants shall be limited to areas where a phosphorus deficiency has been demonstrated in the soil underlying the respective turf and landscaping by a soil analysis test performed by a State of Florida certified laboratory as required pursuant to Section 18C-4(C)(4) of the Code of Miami-Dade County, Florida.
 - (c) Such watering-in shall be limited to one application unless the need for more than one application is stated in the directions for application specified by the manufacturer: and
 - (d) Such watering-in shall be accomplished during normally allowable watering days and times set forth in subsections 32-8.2(d)(ii)(1)(c) and (d)(ii)(1)(d) unless a professional licensed applicator has posted on the date the fertilizer is applied a temporary sign containing the date of application and the date(s) of needed watering-in activity.
 - (6) Any landscaping may be irrigated using low volume irrigation, micro-irrigation, or low-volume hand watering methods including but not limited to the use of rain barrels, cisterns, or other similar rain-harvesting devices without regard to the watering days or times allowed pursuant to this section.
 - (7) Any user who purchases and installs an automatic landscape irrigation system shall properly install, maintain, and use technology that inhibits or interrupts the operation of the system during periods of sufficient moisture as required by Section 373.62, F.S.
 - (e) *Enforcement.* In the absence of a declaration of water shortage or water shortage emergency within all or any part of the County by the District's Governing Board or District's Executive Director, compliance with the landscape irrigation restrictions of this section shall be subject to enforcement action. Any violation of the provisions of subsection 32-8.2(d) herein shall be a violation of this section.
 - (1) Every law enforcement officer, code inspector as defined in Chapter 8CC, or sheriff, having jurisdiction in the area governed by this section shall, in connection with all other duties imposed by law, diligently enforce the provisions of this section. In addition, the County Mayor may delegate this section's enforcement responsibility to agencies and departments within the County government.
 - (2) Officers and code inspectors may provide violators with no more than one written warning. This section shall also be enforceable in accordance with the provisions of Chapter 8CC. The County may

take any appropriate legal action, including but not limited to emergency prohibitory and mandatory injunctive action to enforce the provisions of this section.

(f) *Penalties.* Violations of any provision of this section shall be subject to the penalties enumerated in Chapter 8CC. Each day in violation of this section shall constitute a separate offense.

(g) *Alternate method of compliance.*

(A) *Policy and intent.* It is the policy of Miami-Dade County to provide an alternate method of compliance to its year-round landscape irrigation restrictions for persons who demonstrate the need for such an alternate method of compliance to obtain reasonable and fair results. The purpose of this subsection is to provide persons with a process for making a request for and obtaining such an alternate method of compliance.

(B) *Applicability.* Any person who requires an alternate method of compliance in the application of the year-round landscape irrigation restrictions may request such accommodation pursuant to this subsection. A request for an alternate method of compliance shall be made in the manner prescribed in this subsection, which shall be the exclusive administrative remedy.

(C) *Application for an alternate method of compliance.* An application for an alternate method of compliance shall provide, at a minimum, the following information on a form prescribed by the Director:

- (1) Petitioner's name;
- (2) Petitioner's address of the property for which a request for an alternate method of compliance is made;
- (3) Petitioner's telephone number or other contact information if Petitioner does not have a telephone number;
- (4) South Florida Water Management District permit number and project name (if applicable);
- (5) Petitioner's representative (if applicable);
- (6) Water use activity;
- (7) Description of relief desired;
- (8) Demonstration that the request qualifies for an alternate method of compliance; and
- (9) Such other reasonable information or pertinent facts as the Director may require to verify that the requested alternate method of compliance is necessary.

(D) *Review and approval procedures.* An application for an alternate method of compliance shall be reviewed and decided in accordance with the following procedures:

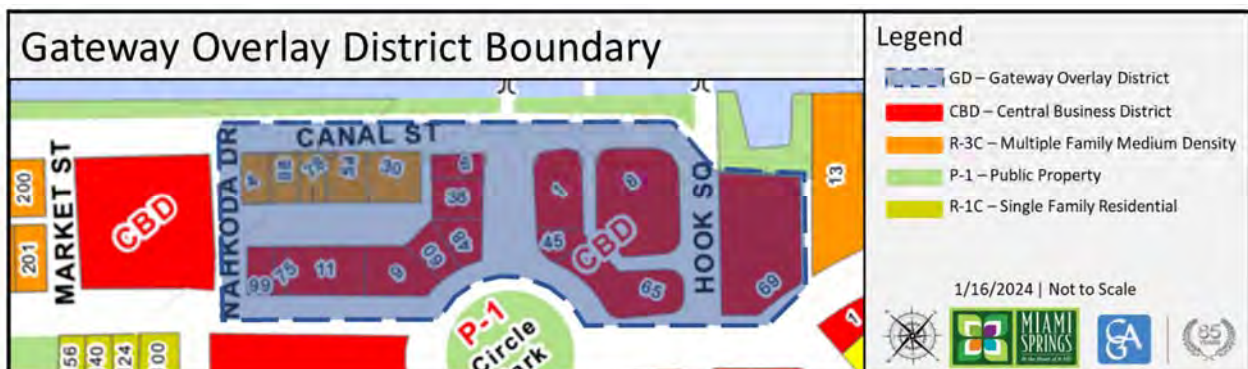
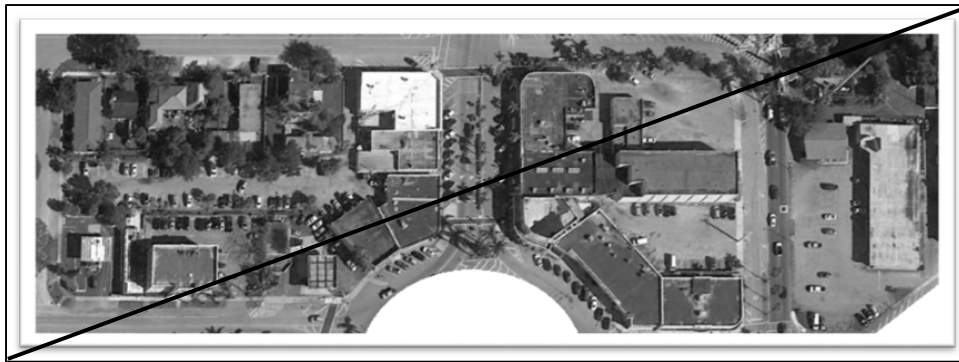
- (1) *Reviewing authority.* The Director shall, in his or her sole discretion, designate an Alternate Method of Compliance Evaluator (the "AMC Evaluator") to review and decide on all applications for an alternate method of compliance based on the criteria provided below in subsection 32-8.2 (g)(D)(3) of the Code of Miami-Dade County, Florida. Appeals of such decisions shall be permitted only in accordance with the procedures below and shall be decided by the Director, whose decision shall be final, notwithstanding any other provisions of the Code governing appeals of administrative decisions.
- (2) *Decision.* The AMC Evaluator shall make a written determination within twenty-one (21) days of filing a complete alternate method of compliance application, as determined by the Director, and shall either grant, grant with modifications, or deny the application. The applicant will be notified of the determination by certified mail to the property's physical address.

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- (a) The determination shall be made in accordance with the review criteria set forth below and, when necessary, shall involve consultation with the applicant or, where appropriate, the person or persons acting on behalf of, or for the benefit of, the applicant.
 - (b) The AMC Evaluator may impose any reasonable and necessary conditions of approval, including the condition that the alternate method of compliance shall terminate either on the date indicated in the determination or, if no termination date is indicated in the decision, shall not run with the land and shall terminate when the applicant no longer resides at the subject property, to ensure that the alternate method of compliance does not result in negative or detrimental impacts to the County, its water conservation efforts, or the neighborhood and uses surrounding the applicant's property.
 - (3) *Review criteria.* The written decision to grant or deny a request for an alternate method of compliance shall be consistent with Chapter 40E-24, Florida Administrative Code and shall be based on whether the applicant has demonstrated that the restrictions would lead to an unreasonable or unfair result; provided the applicant demonstrates with particularity that compliance with the schedule will result in substantial hardship to the applicant, those served by the applicant, or the affected property. A substantial hardship as identified herein includes, but is not limited to, an economic hardship, a substantial negative impact on health or public safety, or other hardship on the applicant or those served by the applicant. Relief may be granted only upon a demonstration that such hardship exists, is peculiar to the person or the affected property, is not self-imposed, and a demonstration that granting the alternative method of compliance would be consistent with the general intent and purpose of this section.
 - (4) If granted, the applicant shall be required to post a notice at each parcel to which the alternate method of compliance applies.
 - (5) An alternative method of compliance shall automatically be deemed invalid if it has terminated or if the User or its agent violates the terms of the approved alternative method of compliance.
 - (E) *Appeal of determination.* An aggrieved or adversely affected party may appeal the AMC Evaluator's decision to the Director in accordance with the following procedures:
 - (1) *Time to appeal.* The applicant may file an appeal within thirty (30) days of the date of the AMC Evaluator's written decision.
 - (2) *Filing the appeal.* Appeals shall be filed with the Department on a form prescribed by the Director. Where the appeal is filed by a party other than the applicant, the Department shall provide the applicant written notice of such appeal, and the applicant may submit a written response within thirty (30) days of the date of such written notice.
 - (3) *Director's decision.* Within sixty (60) days of the date the appeal is filed or the date the applicant submits a written response, whichever is later, the Director shall approve or deny the appeal and may affirm, modify, or reverse the decision under review. The applicant will be notified of the determination via certified mail to the property's physical address.
 - (a) The Director's decision shall be consistent with and based on the above-referenced state laws and the review criteria set forth above, the stated basis for the appeal, and the applicant's response if any.
 - (b) Except as provided in this section, the Director's decision shall be set forth in writing and shall be final, notwithstanding any other provisions of the code governing appeals of administrative decisions.
 - (F) *Fees.*

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- (1) There shall be no fee for an application requesting an alternate method of compliance from the AMC Evaluator in accordance with this section.
 - (2) There shall be no fee for an applicant's appeal or other parties appealing the AMC Evaluator's decision in accordance with this section.
 - (3) If the project for which the request is being made includes requests for other approvals or permits, such other application fees shall continue to apply.
- (G) *Exhaustion of remedies.*
- (1) To the extent permitted by federal and state laws, any applicant aggrieved or adversely affected by any decision or determination of an administrative official shall exhaust the administrative remedies prescribed in this section prior to applying to any enforcing agency or court for relief.
 - (2) No party aggrieved or adversely affected by any decision or determination of an administrative official may apply to any court for relief unless such person has first exhausted the remedies provided for in this Section and taken all available steps provided for herein.
- (h) *Declaration of water shortage or water shortage emergency.* Declaration of a water shortage condition and/or water shortage emergency, as declared by the District's Governing Board or District's Executive Director, within all, part, or multiple parts of the County shall supersede this section for the duration of the applicable water shortage declaration in accordance with Section 32-8.1, Water Shortage Emergency Restrictions. A water shortage usually, but not always, occurs due to drought.
- (Ord. No. 91-18, § 3, 2-19-91; Ord. No. 91-78, § 1, 7-9-91; Ord. No. 09-25, § 1, 4-7-09; Ord. No. 23-11, § 2, 2-7-23)

Sec. 150-070.1. Miami Springs Gateway Overlay District.

- (A) *Purpose.* The purpose of the Miami Springs Gateway Overlay District ("Gateway District"), located within the Central Business District for the area abutting and/or adjacent to the outgoing/incoming vehicular bridges to/from the City of Hialeah, as identified in the City's Future Land Use Map and herein, is to facilitate promote the creation of a compact, lively district, enhanced by a high standard of design and placemaking by enhancing neighborhood character and authenticity through participatory design and identifying in order to provide a distinct sense of arrival into the City. The Gateway District shall incentivize development projects such architecturally significant buildings, entrance features, that emphasize retail and dining experiences, pedestrian-friendly streetscapes, art in public places, improved landscaping and signage, traffic calming features, and promotion of and quality architecture that recognizes the City's history. The foregoing Gateway Overlay District shall will further and complement the goals, objectives, and policies of the Central Business District, which are to include fostering a suburban downtown that satisfyies the business, service, dining, and entertainment needs of the community's residents, as further detailed in the City's Comprehensive Plan and § 150-070 of the City Code.
- (B) *Boundary.* ~~As identified in the City's Future Land Use Map, t~~The Gateway District shall be defined as that area bounded by Canal Street, the alley southeast of Hook Square, South Royal Poinciana Boulevard, North Royal Poinciana Boulevard and Nahkoda Drive. ~~More specifically this area includes: Lots 24—26 Block 86; Tract A, Block 85; Tract B, Block 85; Tract C, Block 85; Lot 9, Block 85; Lots 1—2, Block 66; Lot 6, Block 66; Lot 7, Block 66; Lot 8, Block 66 and Track G; Lots 10, 12-14 And Tracks E and F; Lot 16, Block 66; Track D, Block 66; Lots 21—22, Block 66; Lots 31—34, Block 66; Lots 28—30, Block 66; Lot 27, Block 66; Tract C, Block 66; and Lots 21—22, Block 66.~~ For reference, the area is identified below.



(C) Site and Building Design Standards. ~~The City desires for a~~ New development, redevelopment and remodeled existing buildings within the Gateway District to become more shall aesthetically pleasing, have include architectural elements that add vibrancy to the Gateway District and highlight the City's history and identity, promote sustainability, facilitate pedestrian activity and walkability, and assist in traffic calming reduce dependence on vehicles. For the purposes of this section, the terms "new" and "redevelopment" shall refer to construction of a building(s) from the ground up after demolishing an existing building(s). Redevelopment shall also refer to the expansion of an existing building or space (e.g., through an addition), and to the change of use of an existing building or space. "Remodeling" (also referred to as "renovation") shall mean restoring or improving the interior or exterior (or both) of an existing building or space while keeping the same use or uses.

~~As opposed to a mandate, the City desires to accomplish t~~ These above-described objectives shall be achieved through a mix of incentives in and development standards requirements that will encourage property owners to improve their respective ensure properties are built and improved in a manner that results in cohesive building design and features urban design and development character throughout the Gateway District. The standards development requirements are as follows:

1. Maximum Bbuilding height limitations. In keeping with the applicable requirement of the CBD, the maximum building height shall be no more than 40 feet and no more than three stories. Rooftops may be activated provided that no vertical construction exceeds the height restrictions stated herein.
2. Minimum Ssetbacks. The setbacks in the CBD shall remain in effect for the Gateway District, except as follows:
 - a. All buildings shall be built to the front property line, but the first floor shall be recessed no less than ten (10) feet, so as to facilitate accommodate an expanded sidewalks, colonnade, gallery or arcade for to offer protection from the elements and to encourage increased pedestrian activity; and
 - b. No rear yard setback is required.
3. Uses. The permitted uses in the CBD shall remain in effect for the Gateway District, except that:
 - a. ~~H~~Hotels shall be prohibited in the Gateway District.
 - b. Employer-provided Accommodations are allowed. For the purposes of this Section, Employer-provided Accommodations shall mean fully furnished short-term lodging offered by an employer as a benefit to eligible employees, in addition to their regular wages, lasting no less than XXX and no more than XX days. Employer-provided Accommodations shall contain no more than one (1) room, which may include a private bathroom and kitchenette, with a habitable area of no less than 300 and no more than XX square feet of floor area. A Declaration of Restrictive Covenant shall be provided as a condition of approval for any Employer-provided Accommodations, restricting the use to temporary lodging for company employees who are not required to pay for the temporary lodging, and prohibiting the use of the accommodations as permanent dwellings, boardinghouses, vacation rental/short term rental units, motel, or hotel use.
 - c. Mixed-use development is encouraged but not required. Notwithstanding, first
 - d. Ground floor uses along road rights-of-way shall be limited to:
 - ~~a~~1. Restaurant (and lounge), café, cafeteria.
 - ~~B~~2. Retail Use.
 - ~~C~~4. Medical or Dental Office Use. For purposes of this Section, a Medical or Dental Office Use shall mean a small-scale office with a maximum floor area of 2,500 square feet providing medical or dental treatment where patients are offered medical services, examinations,

- 69 and treatments, but are not permitted to occupy the premises overnight. This does not
70 include medical or clinical laboratories, urgent care centers, hospitals, emergency rooms,
71 or other similar medium to large-scale medical office uses, which are specifically
72 prohibited.
- 73 ~~D5.~~ Personal Services (e.g., barbershops, beauty parlors, physical therapy clinics), with hours of
74 business between 6:00 a.m. and 10:00 p.m.
- 75 ~~E6.~~ Veterinarian Use (which may provide short-term boarding for medical purposes only, for
76 no more than 48 hours), provided that no Veterinarian Use may be located within 0.30
77 airline miles of the front door of an existing Veterinarian Use within the Gateway District.
78 The distance shall be measured from the front door of the proposed Veterinarian Use to
79 the front door of the existing Veterinarian Use.
- 80 7. Brewpub. For the purposes of this Section, a Brewpub shall mean an establishment where
81 food, beer, and malt beverages are duly licensed to be made on the premises and where
82 50% or more of the beer produced on site is sold and/or consumed on site. The following
83 restrictions shall apply to Brewpubs:
- 84 (A) Revenue from food sales shall constitute more than 50 percent of the total business
85 revenues.
- 86 (B) No more than 50 percent of the total gross floor area of the establishment shall be used
87 for the brewery function, including, but not limited to, the brewhouse, boiling and water
88 treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks,
89 conditioning tanks and serving tanks.
- 90 (C) No outdoor storage shall be allowed.
- 91 e. The ground floor of buildings in the Gateway District shall contain provide occupiable, air-
92 conditioned space for permitted commercial uses with a minimum depth of 40 feet from the
93 building façade for those portions of the building along road rights-of-way, except such features
94 as, without limitation, driveways, utility infrastructure, colonnades and outside dining areas.
95 ~~Direct access to such uses and full storefront windows are encouraged.~~
- 96 f. Upper floors of multi-story buildings may be commercial, office, residential, or a mix of
97 residential, office, and commercial. The mixed-use ratio found in § 150-070 of the Code shall not
98 apply to the Gateway District.
- 99 g. Residential uses are limited to upper floors of multi-story buildings. No residential dwelling unit
100 shall be less than an average of 900 square feet, with individual units being no less than 800
101 square feet. Efficiencies and studio apartments are prohibited.
- 102 4. ~~Architectural design. It is required that a~~ All new site-development or redevelopment structures,
103 buildings, remodelings and renovations, as defined in subsection 150-070.1(C), shall ~~show proper~~
104 ~~architectural design concepts and be appropriate to~~ planned, designed, constructed and/or improved
105 cohesively, sustainably, and to be visually appealing and compatible with their surroundings. All new
106 construction, and remodeling and renovation of existing buildings and structures within the Gateway
107 District shall:
- 108 a. ~~Exhibit~~ Incorporate (either by replication, adaptation, or interpretation) elements of the
109 Pueblo/Mission Revival ~~architectural design standard~~ architecture such as, but not limited to:

<u>Rounded corners</u>	<u>Stylized/curved beam supports</u>
<u>Irregular parapets</u>	<u>Wide projecting eaves</u>

<u>Battered walls</u>	<u>Arches</u>
<u>Stepped massing</u>	<u>Sheltered courtyards</u>
<u>Flat roofs</u>	<u>Exterior arcades/colonnades</u>
<u>Corbels</u>	<u>Gables</u>
<u>Round roof scuppers/roof drains</u>	<u>Accent towers (e.g., clock towers)</u>
<u>Projecting roof beams (vigas), which need not be structural</u>	<u>Stucco painted in earth tones (in compliance with the City's approved color palettes per Sec. 93-51 of the City's Code of Ordinances)</u>

Examples of these styles will be available through the Office of the City Planner;

- b. Apply design elements and materials consistently on all sides of a structure to ensure all the parts are perceived as part of a unified whole.
- c. Incorporate, in a manner compatible with the building design, protection from the elements (e.g., awnings or eyebrows) for portions of the project that abut City sidewalks. Canopies, awnings, and arcades should be designed with respect for the proportions of the building in terms of size, shape, and placement. These elements may encroach up to 48 inches into the public sidewalk, subject to a valid easement provided by the City.
- d. Vinyl, plastic, plasticized fabric, and fiberglass awnings are prohibited. Canvas awnings shall be regularly maintained and periodically replaced.
- e. Screen all satellite dishes, antennas, and or other telecommunications equipment such that these are not visible from any street right-of-way or the ground level of all adjacent properties.
- e. Provide direct access to ground floor uses from the sidewalk, and full storefront windows, where feasible and compatible with the building design.
- f. Entries should be clearly defined with signage and architectural details.
- g. Windows should be made of clear glass to allow pedestrians to see into the structure. Mirrored and dark tinted glass is prohibited.
5. Site planning. New development and redevelopment shall be guided by the following principles for the layout of buildings, circulation, parking, pedestrian walkways, and open space on a development site. Projects involving the expansion of existing buildings or spaces or a change in their use shall also be subject to compliance with these principles.
 - a. Minimize the number and width of vehicle entry areas to prioritize pedestrian traffic and safety along public rights-of-way.
 - b. Be designed in such a manner as to create, Provide new or improve, or connect existing pedestrian amenities in the subject property and ensure connectivity, through adequate sidewalks, trails, bike lanes, and wayfinding, to those created or existing in the surrounding area, giving specific consideration to such things as, without limitation, linkages in/between/among circulation patterns, relationships to architectural and urban design features, relationships to public and private spaces, and accessibility, usability and coordination with adjacent properties; Priority should be given to segments that connect development sites to environmental assets, parks, public transit and key community amenities.
 - c. To the extent possible, install awnings or eyebrows for portions of the project that abut City sidewalks;

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- d. ~~Be installed underground. Locate all on-site utilities underground. Ground-mounted large transformers shall be placed on the ground within pad amounts, enclosures or vaults;~~
- ed. ~~Provide adequate landscaping to~~ Screen all aboveground facilities with landscaping.
- f. ~~All satellite dishes, antennas, and or other telecommunications equipment must be appropriately screened such that it is not visible from the street.~~
- g. ~~Limit any residential elements to upper floors. Residential dwelling units in the upper floors shall be have an average square foot requirement of no less than 900 square feet, with an individual unit minimum requirement of no less than 800 square feet. Efficiencies, studio, and loft apartments are prohibited.~~
- e. Enhance comfort for pedestrians with seating, shade trees and shade structures provided in public spaces of the site.
- f. Select outdoor furniture and other design elements from a cohesive palette to support a unified look throughout the site and to maintain a pedestrian scale. Furnishings proposed to be installed within the public right of way shall be compatible with the City's street furnishing standards.
- g. Design courtyards, plazas, and green spaces intended for public use to be visible from the street and easily accessible.
- f. To the extent possible, include outdoor seating areas as part of restaurant/retail spaces. When provided, outdoor dining facilities shall not block streets, driveways, parking lot lanes, parking areas, or anywhere that impedes access or poses a conflict between diners, pedestrians, and/or vehicular traffic.
- g. Clearly delineate and mark walkways to provide a safe path from parking areas to buildings and from buildings to the public right of way, as well as between buildings.
- h. Locate service and loading areas away from primary building entries and pedestrian areas, where feasible.
- i. Provide thematic directional/wayfinding to enhance the project identity and to orient pedestrians and drivers to facilities and other points of interest. Signage proposed to be installed within the public right of way shall be compatible with the City's signage standards.
- j. Locate all building signs in areas of the architectural façade planned for signage consistent with the Sign Code (All signage is subject to approval by the City).
- k. Select and place all site and building light fixtures to complement and enhance the architectural style of the building, support the safety and security of the site, and be compatible with the character of the surrounding area.
56. *Floor Area Limitations.* All buildings within the Gateway District shall be limited to a floor area ratio (F.A.R.) of 1.0, in keeping with the limitation of the CBD, except that properties may be developed/redeveloped up to an F.A.R. of ~~1.72.0~~ through the satisfaction of the ~~creative excellence~~ Enhanced Design and Development Quality standards established in this section below.
67. ~~*Creative Excellence Standards-Enhanced Design and Development Quality (EDDQ) FAR Bonus Program.*~~ For a property ~~to take advantage of a project~~ to qualify for approval of F.A.R. in excess of 1.0 as referenced in subsection 56 herein, a proposed development or redevelopment project must shall incorporate a combination of elements from at least three of the ~~Creative Excellence~~ categories provided below, which shall be demonstrated by the property owner at the time of initial site plan review and considered by the City Council at the hearing for site plan approval. The EDDQ bonuses and any specific conditions of approval shall be specified and memorialized in a development agreement pursuant to subsection 150-070.1(G) of this Code. Notwithstanding the cumulative value of the

187 ~~Creative Excellence~~ EDDQ elements, no project may exceed ~~an the maximum~~ F.A.R. of ~~1-72.0~~. No single
 188 element may be counted towards the satisfaction of more than one standard. The schedule of ~~Creative~~
 189 ~~Excellence~~ EDDQ elements for projects in the Gateway District are as follows:

Category	Creative Excellence EDDQ Program Element	Amount of F.A.R. (up to specified amount depending on degree of compliance)
A. Site Planning and Design	<p>a. Art in public places—Durable creations that can be original works of art designed specifically for the site including, but not be limited to, sculptures, monuments, fountains, stained glass, or ceramics and may include architectural designs, components or structures. The "art-work" medium can include, but not be limited to, glass, steel, bronze, wood, stone and concrete. For purposes of the art program, "art-work" does not include the following: (1) directional elements, such as signage or graphics; (2) objects that are mass-produced in a standard design; or (3) landscape gardening, unless substantially comprising durable elements defined as "art-work" under this section. The art shall be placed in an exterior area on the property subject to the development or on public property within the Gateway District, which is easily accessible or clearly visible to the general public from adjacent public property such as a street or other public thoroughfare or sidewalk, but not hinder pedestrian traffic. At a minimum, tThe art work shall cost at least one percent (1%) of total construction cost, as indicated on the Building Permit or \$25,000.00, whichever is greater. <u>The proposed design and placement of the artwork, along with documentation of estimated building costs and appraised value</u> An independent appraisal or other evidence of the value of the proposed art, not including acquisition, shipping, taxes, and installation costs, shall be submitted at the time of initial as part of the site plan review application package. The design and placement of the <u>proposed art</u> is subject to approval by the City Council during site plan review. This element may be satisfied with a decorative water features—Considering movement, sound, reflection, recreation, cooling effect, architectural effect, coordination with plaza or other special place, public-private transition, visual impact, and relation to overall project design. In the alternative, a property may elect to pay</p> <p><u>Updated assessment and substitution.</u> If, at the time of building permit, and based upon an update of the project construction costs, the value of the approved artwork is determined to be below the minimum cost threshold, the City Manager may agree to a substitution that meets the cost requirement and is of an appropriate scale, material, form, and content.</p> <p><u>Payment in Lieu.</u> Alternatively, tThe City Council may, at the time of site plan approval, agree to accept a contribution in an amount equal to the value of the art that meets this element in lieu of art</p>	0.20

	on the property, which the City shall use for public art and beautification improvements. <u>Timing of Installation.</u> All artworks shall be installed prior to the issuance of a Certificate of Occupancy.	
	b. Art in public places—State-of-the-art interactive digital public art that engages passersby, promotes informal interaction, and draws the creativity of the local arts community into the Gateway District. All other requirements, conditions, and limitations described in the above element apply.	0.20
	c. Water feature—A water feature accessible or visible to pedestrians from an adjacent right of way/sidewalk or plaza. Each feature should be designed to use water efficiently with low water loss from evaporation and wind. Each feature must be appraised at a value that is at least one percent (1%) of the value of building construction. The proposed design and location, along with documentation of estimated building costs and appraised value or other evidence of the value of the proposed water feature, not including acquisition, shipping, taxes, and installation costs, shall be submitted as part of the site plan review application package.	0.10
	b. Building Entry—Thematic architectural feature (e.g. special façade treatment, clock tower or similar accent) or landscape design element.	0.10
	b. Community Entry Gateway Feature— Focal point for projects located at the edges or corners of the Gateway District through A thematic architectural or landscape design elements that incorporates a special landmark feature such as a public space providing no less than 200 square feet of usable space (not including adjacent public right-of-way), located at a building entry or other location that is visible and accessible from either a public sidewalk or pedestrian connection, gateway signage, special paving, or public art to that identifies the community, and is representative of the City character. The proposed feature(s) shall be subject to approval by the City Council.	0.20
	c. Directional Signage—A thematic, permanent sign incorporated into a right-of-way feature that orients pedestrians and drivers to facilities and other points of interest. The design of the signage will be subject to approval by the City.	0.20
B. Improvements: Rights-of-Way and On-Site Public Spaces	a. Alley improvements—Resurfacing and lighting in accordance with the specifications as established by the City Engineer. Includes the placement of all utility lines, transformers and related equipment underground and/or in vaults.	0.20
	b. Right-of-Way improvements—Improvements to crosswalks, sidewalks, canal banks, curbing, landscaping islands and other, provided the proposed enhancements are additional to any improvements required as a result of a study or analysis otherwise required by this City to assess the impacts of the project.	0.20
	c. Installation of trolley stops/bus passenger shelter on the subject property or neighboring property.	0.15

C. Site Improvements	a. Lighting—Installation of decorative lighting (any combination building, landscape and site lighting).	0.1
	b. Landscape maturity—This bonus applies to landscaping that is <u>includes a minimum of 50% of the required landscape bigger than minimum standards for onsite plantings (e.g., size at 2 years of growth).</u>	<u>0.20</u>
	c. Street trees, grates and irrigation—Landscaping on the public right-of-way shall occur for the entire street frontage of the property and shade trees shall be planted no further apart than 30 feet on center. Palms shall not be counted towards this <u>these</u> elements. This bonus applies to landscaping that is a minimum 50% bigger than minimum standards for onsite plantings.	<u>0.10</u>
	d. Retained vegetation and site permeability—0.01 F.A.R. bonus for every 500 square feet of retained permeable surface or retained native vegetation on the site.	<u>Maximum of 0.10</u>
	e. Florida-Friendly landscape recognition— <u>Demonstrated adherence to the principles and requirements to achieve recognition by the Florida Friendly Landscaping TM Program</u>	<u>0.10</u>
D. Green Buildings	Green Building Certification. LEED (New Construction or Major Renovation) Silver or greater, or certification by the Florida Green Building Council Coalition (FGBC) or the National Green Building Standard (NGBS).	<u>0.50</u>
	(a) The applicant must successfully register the project with the <u>U.S. Green Building Council, Green Building Certification Institute</u> or the Florida Green Building Coalition, or other verified third-party certifying agency as approved by the City Planner, and provide evidence of such registration.	
	(b) Applicant shall have a minimum of one LEED <u>retain an accredited, designated or verified professional, or other similarly accredited professional, on the design team. Applicant shall provide a copy of the LEED-accreditation certificate or similar certification and describe their role of the LEED-accredited professional on the design team</u>	
	(c) The applicant must provide a copy of the pertinent credit checklist indicating which credits the applicant intends to achieve along with a written narrative and detailed drawings and plans illustrating the applicant's intent to meet the prerequisites as described in the applicable LEED Rating System or FGBC Designation certification program <u>for the specific building type</u>	
	(d) Prior to the issuance of the first principal building permit the applicant shall post a performance bond equal to five percent <u>(5%)</u> of the total cost of the construction in order to secure performance and fulfillment of the applicant. In lieu of the bond required by this Section, the City may accept an irrevocable letter of credit from a financial institution authorized to do business in Florida or provide evidence of cash deposited in an escrow account in a financial institution in the State of Florida in the name of the applicant and the City. The letter of credit or escrow shall be in the same amount of the bond if it were posted. If the project fails to meet the criteria required for certification by the	

	Green Building Certification Institute or other nationally recognized certifying agency within one year after receiving the City's certificate of occupancy, the applicant shall either request an extension or forfeit 100 percent of the bond. The applicant, for good cause shown, may request an extension of time of up to one additional year to achieve certification. Such extension may be granted at the sole discretion of the City Council after having considered the factors and improvements necessary to achieve the requisite certification. If certification is not achieved within two years after receiving the City's certificate of occupancy, the applicant shall forfeit 100 percent of the bond to the City	
E. Parking	<u>a. Electric Vehicle Charging Stations – At least ten percent (10%) of the total required or provided parking spaces shall be equipped with an electric vehicle charging station rated at Level 2 or higher.</u>	<u>0.10</u>
	<u>b. Safe Bicycle Storage—A minimum of two (2) secure bicycle parking / storage spaces for each 2,000 square feet of commercial floor area and three (3) spaces for each five (5) dwelling units, or any fraction thereof.</u>	<u>0.10</u>

(D) *Parking Requirements.* The CBD parking requirements as provided in § 150-.070(E)(1–35) shall apply to the Gateway District, ~~including, without limitation, the grandfathering of provided parking, if any, for existing buildings and current uses,~~ except that additional off-street parking shall be required when a change of use occurs that intensifies the use of an existing building. ~~Additionally, because of the uniqueness of the buildings,~~

In these cases, an off-street parking variance may be applied for when the strict enforcement of the provisions of this subsection to sites with existing buildings would result in an unnecessary hardship due to conditions that are peculiar to the property (e.g., size, unique configuration) of parcels and road network in the Gateway District and not self-created.

In the case of new construction and redevelopment projects containing more than one use, the total number of required off-street parking spaces shall be equal to the sum of the required parking for each use as if provided separately. However, to enhance the quality, function, or overall consistency of a project with the goals of the Gateway District, the City Council shall have the authority to establish the parking requirement for the project in conjunction with a site plan approval based on the minimum parking space requirements and design for new construction or alterations to existing structures that expand occupiable space on a case-by-case basis. The City Planner shall have the authority to establish parking requirements for alterations and new construction by counting a combination on-site and on-street parking and other elements identified below. In establishing the required parking, the City Planner shall utilize a parking study prepared by a licensed and qualified individual selected by the City, the actual cost of which shall be reimbursed by the applicant. The following factors shall be evaluated in the parking study and considered by the City Council in its determination. For any on-street parking space(s) counted towards the satisfaction of a property's requirement, irrespective of whether such spaces are immediately abutting or adjacent to the subject property, or any spaces otherwise waived as a result of one of the factors listed below, a fee shall be paid to the City for each such parking space prior to the issuance of a building permit, in an amount set from time to time by approved resolution of the City Council. The funds shall be used to fund parking and wayfinding improvements in the Gateway District and the CBD. In determining the parking requirements for non-grandfathered properties, the following factors shall be considered by the City Planner and City Council and given their due weight in proportion to their overall effect on the property's parking requirement. No single factor is dispositive.

1. Availability of on-site parking;

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

For any on-street parking space(s) counted towards the satisfaction of a property's requirement, irrespective of whether such spaces are immediately abutting or adjacent to the subject property, or any spaces otherwise waived as a result of one of the factors listed below, a fee shall be paid to the City for each such parking space prior to the issuance of a building permit, in an amount set from time to time by approved resolution of the City Council. The funds shall be used to fund parking and wayfinding improvements in the Gateway District and the CBD.

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

- (E) *Project Review Process.* The following formal approval process for the City shall apply to all new construction and redevelopment projects within the Gateway District. Remodeling and renovation projects that do not change the use of an existing building or space shall be reviewed for consistency with the requirements of this Section by the Office of the City Planner through the zoning review process.

1. Pre-application meeting with City Staff (Optional) ~~informational and pre-application meeting with City Staff.~~
2. ~~Mandatory application preliminary~~ Application review meeting with by City Staff. Once an application has been submitted and deemed complete (including payment of all fees due), it shall be referred for review to relevant City staff and technical consultants. A consolidated set of site plan review comments shall be issued to the applicant in writing. In response, the applicant may modify the request, plans or supporting documentation. The applicant may also request a meeting with City Staff to discuss revisions or additional information regarding the application.
3. Staff Recommendation. After comments are addressed by the applicant, the City Planner shall issue a consolidated set of written findings regarding the project's compliance with applicable criteria and applicable regulations and a recommendation to the City Zoning and Planning Board.
4. Public Hearings. Determination of readiness for public hearing shall be at the discretion of the City Planner, based on technical staff review and the satisfaction of all their comments and of the City Clerk, subject to notice, compliance, posting, mailing, and cost recovery.
5. Board of Adjustment. Applications for variances, if any, shall be submitted to the City Board of Adjustment for review and consideration in accordance with the procedures set forth in Code §§ 150-110 through 150-113, and processed prior to review of the project by the Zoning and Planning Board and City Council.
46. Zoning and Planning Board. The City Zoning and Planning Board ~~will have the responsibility to~~ shall review all site and development plans and ~~to make recommendations for modification, approval,~~ approval with modifications or conditions, or denial to the City Council, in accordance with Code §§ 150-101 and 150-102.
57. City Council. The City Council shall consider the ~~decisions and~~ recommendations of the City Board of Adjustment, as applicable, and Zoning and Planning Board ~~will be reviewed for final approval by the City Council~~ in accordance with the procedures set forth in Code § 150-113. The City Council may make such investigations as may be deemed reasonably necessary to ensure conformity with the intent and

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- 263 requirements of this Section. The City Council shall adopt a resolution approving, approving with
264 modifications or conditions, or denying the site plan. In making its decision, the City Council shall
265 consider all aspects of the site plan necessary to meet the intent and requirements of this zoning code
266 and the comprehensive plan. In approving a site plan, the City Council may establish such conditions
267 and may require such modifications as shall ensure compliance with the Gateway District purpose,
268 standards and regulations.
- 269 68. Time Limit for Development. Development orders for approved site plans for which construction has
270 not been initiated shall expire two (2) years from the date of final approval, unless otherwise extended
271 by the City Council at initial site plan approval or upon request for extension.
- 272 9. Development Agreement. A standard Development Agreement between the City and the owner of the
273 subject property, prepared pursuant to the terms of subsection 150-070.1(G), shall be presented to
274 and approved by the City Council as support documentation for the project approval application.
- 275 (F) Site Plan Review. Any new development and redevelopment within the Gateway District shall be required to
276 have the site and development plans approved as provided herein before a building permit is issued to
277 ensure that development is in accord with the intent of this district. Applications for site and development
278 plan approval shall be submitted to the Planning Office according to the provisions of the Zoning Code and
279 the additional requirements and procedures specified herein.
- 280 1. The application for site and development plan approval shall include but shall not be limited to:
- 281 a. Plans, maps, studies and data which may be necessary to determine whether the particular
282 proposed development meets the intent of the Gateway District, and the specific requirements
283 and standards contained in this subsection;
- 284 b. A survey showing property and ownership lines; existing structures, alleys, easements and utility
285 lines;
- 286 c. A traffic study providing such information as, without limitation, a location map showing the
287 project site in relation to proximate major road systems in and out the City, the anticipated peak
288 morning and evening trips to be generated by the proposed project, the current level of service
289 for roadways and intersections within 500 feet of the project, in and out of the City's jurisdiction,
290 inclusive of the following roads in the City of Hialeah: Okeechobee Road, Palm Avenue, Hialeah
291 Drive, and East 1st Avenue;
- 292 d. A letter of intent describing the General nature of the proposed development, planned uses and
293 activities, including any increases sought in F.A.R., any deviations necessary to achieve the
294 project's intended design, and the name of and other information relevant about the developer;
- 295 e. A site plan showing, in graphic and tabular form, setbacks, height, floor area ratio, orientation
296 and all existing and proposed site development as required by this ordinance. Landscaping Design
297 may be incorporated into the site plan or submitted as a separate plan.
- 298 f. Dimensioned floor plan(s) and cross sections;
- 299 g. To the extent sought, an explanation of how the project's design and/or amenities are meeting
300 comply with the creative excellence EDDQ standards and the proposed value attributed to each
301 element;
- 302 h. Exterior colored elevations of each building facade (including, but not limited to, renderings,
303 sketches, and/or perspectives). Elevations must be mounted on 24-inch by 36-inch boards and
304 submitted to the City prior to public meetings;
- 305 i. One set of identical uncolored elevations shall be submitted in paper format. Elevations must
306 include all items affecting the appearance of the building including, but not limited to, site

amenities, street furniture, air-conditioning grilles, compressors, mechanical equipment, exterior colors and material designations, exterior lighting, landscaping, and all signs. These drawings shall be referenced to the color and/or material samples submitted with the application and on the mounted drawings. Photographs and other similar documents which provide sufficient information will suffice for small-scale projects where applicable;.

j. Detailed drawings for all signs, (with color and text styles, referenced in the application), except those which cannot be determined because the occupancy of the space is not known, in which case, only the text shall be excluded;.

k. A description of exterior material designations and surface treatments (with attached samples, catalog specs, or colored brochures) including roofs and ground treatments. Sample materials may be submitted as segments, catalog cuts, or photographic records attached to the application. Large, bulky materials whose size or shape will not fit easily with the application file will not be accepted;.

l. Exterior façade color samples complying with the City of Miami Springs approved color palette shall be submitted with the application (including that of signs);.

m. ~~All lighting proposed~~ A lighting plan (i.e. fixture types and locations, materials, lamp design, illumination colors, etc.) ~~shall be included within and~~ a site photometric plan ~~and fixture schedule~~;

n. Other information as may reasonably be required by the City Staff to ~~provide information needed to facilitate processing and review of~~ the application;.

o. One, professionally crafted, two-point perspective color rendering of the project and one rendered landscaped site plan for review by City Staff. This shall be completed prior to public meetings. ~~Digital images of the plans and renderings must be submitted in JPG, JPEG, TIF, or TIFF formats, resample at no greater than an 11-inch by 17-inch paper size, with a resolution of 200 dots per inch (dpi), for use in a Microsoft PowerPoint presentation at the City Council meeting;~~

p. Points of ingress and egress for vehicular and pedestrian traffic, circulation patterns within the project, including location and design of east/west roadways, where required;.

q. Location, character, and scale of parking and service facilities, including area and number of parking spaces, character of structural parking, if any; location of loading areas and commercial vehicle parking.

r. Any additional materials and information as may be required by the proper agencies of the City;.

s. Where a proposed development is planned to be constructed in phases, the timing of the first phase shall be indicated. ~~The~~ Information concerning the nature of the development, uses, location and floor areas to be developed shall also be supplied. The same information shall be provided for succeeding stages. Initiation of succeeding stages shall be made dependent upon the completion of earlier stages and the supplying of any information that may be required by the proper City agencies;.

t. When a proposed development contains provisions concerning the establishment and continuing operation and maintenance of improvements and facilities for common use by the occupants of the project and the general public, but which are not provided, operated, or maintained at general public expense, the owner shall give assurance in a manner approved by the City Council that such improvements and facilities will be maintained without future expense to the City, and that the development will conform to approved site and development plans; ~~and~~.

u. Completed, signed and notarized application form, with all required supporting documentation and checklist.

v. ____ Such other requirements as may be prescribed by the Code.

A complete site plan application package, consisting of the above documents, shall be submitted in electronic format to the Office of the City Planner via USB or sharefile service, copy to the Office of the City Clerk. Three (3) paper copies including full-size plans of the application package shall also be submitted to the City Planner for initial development review. Additional copies may be requested prior to public meetings. Digital documents must be submitted in PDF format. PDFs of plans shall be flattened and optimized. Stand-alone images must be high-resolution JPGs, JPEGs, TIFs, or TIFFs formats.

Prior to public meetings, the applicant shall provide rigid-board-mounted elevations and 3D renderings, a minimum of 24 inches by 36 inches.

2. Exemptions. The following ~~applications for development, redevelopment, or building permit~~ will be exempt from the application of this ordinance:

- a. Any building or structure for which final site plan approval has been obtained prior to the enactment of this section;_
- b. A project determined by the City Planner to be of a temporary nature such that meeting the intent of the ordinance would not be practical.
- c. A project involving only the interior remodeling or renovation of an existing structure or structures and not including a change of use, expansion of an existing use, change in the number or size of dwelling units, or substantial modification of the exterior of an existing structure or structures. Such work shall be subject to the issuance of any applicable permits.
- d. All new development and redevelopment projects (i.e., ground-up construction), as well as projects involving existing structures where either the type or extent of the uses, or the exterior design of the structure are being modified, are subject to provisions of this ordinance. Such projects, however, The City Administrative Staff shall retain the authority to exempt any proposed development or redevelopment project for this district that is being proposed for any existing structure or structures from the application of any or all of the provisions of Code. This exemption shall not be applicable to development or redevelopment projects in the Gateway District proposed for vacant or "ground up" construction which retains the continuing availability of the City variance process for specific relief from the provision of this code section.

3. Fees. Each application filed with the City shall, in addition to the corresponding filing fee, be accompanied by the payment of a cost recovery fee, as set by the City Council, from time to time, to cover the expenses of the City, including but not limited to the various costs incurred by the use of the City's outside technical and legal consultants, in processing and reviewing the application for development. The initial fee shall be considered a deposit. Applicants shall reimburse the City for the actual costs of outside technical and legal consultants that may be incurred in excess of the application fee amount. An application shall not be considered complete until full payment of the due amounts has been made to the City. Cost recovery fees must be current and replenished to at least 50% of the original amount before a public hearing is scheduled.

(G) Development Agreement for New Development or Redevelopment Projects with Bonus FAR. Prior to the approval of a project that requests additional FAR pursuant to subsection 150-070.1(C)6., the City and the owner of the subject property shall agree on tentative terms for a standard Development Agreement. The Development Agreement shall reflect any additional terms imposed by the City Council as conditions of approval and shall be executable by the City and the owner of the subject property following Council approval. The Development Agreement, along with any accompanying development orders, shall vest the project with any FAR approvals, notwithstanding any future amendments to either the Code or Comprehensive Plan reducing any applicable bonus, provided that the project has not had a failure to

commence as provided herein. The agreement shall contain and address the following information, as applicable:

1. Statement of ownership and legal description.
2. Permitted uses and special exceptions.
3. Minimum dimensional requirements. Such requirement shall include Lot Area and width, Setbacks, Building Height, minimum Floor Area, Accessory Structures, and other dimensional information pertinent to the project.
4. EDDQ standards and corresponding Floor Area Ratio bonuses.
5. Landscaping, parking, and signage requirements.
6. Applicable design guidelines. The applicant shall submit as a requirement of the master development agreement, conceptual rendering, plans, schematics, and/or other design document, as may be necessary to illustrate that the project is meeting the design guidelines for the district in which the project is located.
7. Project phasing.
8. The method by which common areas facilities and areas visible to the public shall be maintained. This includes whether the project will be owner operated or under the control of condominium association, special taxing district, and/or community development district.
9. The maximum number of residential units and/or maximum square footage of any commercial uses.
10. Improvements to infrastructure, streetscapes, that may be required by the Miami Springs Zoning Code and/or Miami-Dade County, or otherwise by or agreed upon by the City and the owner of the subject property.
11. Public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed, and a schedule to ensure public facilities are available concurrent with the impacts of the development.
12. Any reservation or dedication of land for public purposes.
13. Local development permits approved or needed to be approved for the development of the land.
14. Finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations.
15. Any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens
16. Agreement expiration date.
17. Statement indicating that failure of the development agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.
18. Any other information, conditions, terms, restrictions or other requirements determined by the City Attorney, the City Manager, or City Council to be reasonably necessary for the public health, safety or welfare of city residents and property owners.
19. At the City Council's discretion, the development agreement may provide that the entire development, or any phase thereof, be commenced or completed within a specific period.

The applicant may be required to provide for a performance bond, letter of credit, or similar instrument, to be deposited with the City, to secure the construction of any new facilities that are required to be

constructed as part of the proposed development agreement. Alternatively, such construction may be a condition precedent to the issuance of any building permits or other development permissions. If the new public facilities are in place and operating at the time development permits are requested, no such performance bond or letter of credit shall be necessary, unless such facilities are determined to be inadequate for the project.

(H) *Period of Validity and Reporting on Implementation of Development Agreements.* The applicant or its successor in interest shall submit yearly progress reports to the City beginning within six (6) months of the date of approval and within one (1) year thereafter. Development agreements entered into pursuant to this subsection shall follow the time frame of the corresponding project site plan approval and shall also expire concurrently with the expiration of the project site plan approval pursuant to subsection 150-070.1(E)7 of this Zoning Code. An extension of the project site plan shall also extend the development agreement for the corresponding project. Initiating construction shall mean the submission of an application for a building permit for the project.