

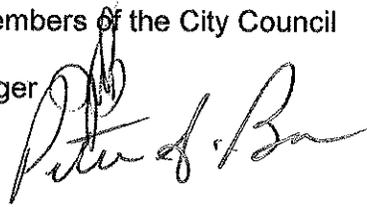
CITY OF MIAMI SPRINGS



Police Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 887-1444
Fax: (305) 883-2384

TO: Honorable Mayor Garcia and Members of the City Council

VIA: James R. Borgmann, City Manager

FROM: Peter G. Baan, Chief of Police 

DATE: May 10, 2011

SUBJECT: Recommendation that Council approve an expenditure in an amount not to exceed \$20,072.36 to Lou's Police Distributors, Inc., the lowest responsible proposer, for the purchase of police uniforms, pursuant to Section §31.11 (E)(2) of the City Code.

REASON: Provide police uniforms to sworn officers and civilian employees. See attached documentation; price comparison spreadsheet, Lou's Police Distributors, Inc.'s Quotation #01202011-AAC, The Field Shops' Quotation dated 2/2/11, Andy's Police Supply's Estimates #58, #59, and #60.

COST: \$20,072.36

FUNDING: Police Department Uniform Account, as provided for in the FY'10-'11 budget, Account Number 001-2001-521.52-03

Procurement approval: 

Agenda Item No.

City Council Meeting of:

MAY 23, 2011

Qty.	Description	Lou's	Extended Cost	Field Shops	Extended Cost	Andy's	Extended Cost	
200	Blue Uniform Trousers Regular 100% Dacron Polyester	regular oversize female fem ovrsz	\$28.00 \$35.00 \$28.00 \$37.00	\$5,600.00	\$40.95 \$44.23-\$47.09 \$50.00 \$54.00-\$57.50	\$8,190.00	\$34.98 \$38.48-\$45.47 (add'l \$6 for waist alterations) \$40.23-\$45.47	\$6,996.00
30	Blue Uniform Trousers Regular 65/35 Blend	regular oversize	\$39.98 \$46.98-\$48.98	\$1,199.40	\$40.16 \$43.37-\$46.18	\$1,204.80	\$45.50 \$59.15 (add'l \$6 for waist alterations)	\$1,365.00
150	Blue Uniform Shirts Regular SS 100% Polyester	regular oversize	\$25.98 \$31.98	\$3,897.00	\$31.60 \$36.34-\$41.08	\$4,740.00	\$37.60 \$48.88	\$5,640.00
25	Blue Uniform Shirts Regular SS 65/35 Blend	regular oversize	\$23.98 \$29.98	\$599.50	\$31.90 \$36.69-\$41.47	\$797.50	\$33.60 \$43.68	\$840.00
40	Blue Uniform Shirts Class A LS 100% Polyester	regular oversize	\$29.98 \$36.98	\$1,199.20	\$35.14 \$40.41-\$45.68	\$1,405.60	\$41.30 \$53.69	\$1,652.00
5	Blue Uniform Shirts Class A LS 65/35 Blend	regular oversize	\$27.98 \$34.98	\$139.90	\$35.70 \$41.06-\$46.41	\$178.50	\$37.60 \$48.88	\$188.00
8	Hi-Viz Lime Class 3 ANSI Police Rainsuit	regular oversize	\$180.97 \$203.97	\$1,447.76	\$39.10 \$42.60-\$44.60	\$312.80	DID NOT QUOTE	
20	Blue Nylon Jacket with removeable zip-in liner	regular oversize	\$54.98	\$1,099.60	\$86.25 \$93.15-\$99.19	\$1,725.00	\$83.50 \$96.03-\$125.25	\$1,670.00
5	Black Tie		\$5.98	\$29.90	\$7.00	\$35.00	\$6.00	\$30.00
25	Sergeant Chevrons, cotton	per pair	\$2.50	\$62.50	\$2.80	\$70.00	\$2.25	\$56.25
20	Hi-Viz Lime Class 3 ANSI Police Raincoat	regular oversize	\$59.98 w/snap on hood	\$1,199.60	\$39.90 \$42.70-\$48.30	\$798.00	DID NOT QUOTE	DID NOT QUOTE
50	Lou's - 5.11 Tac Lite Pro Pant Andy's - Blackhawk! Lightweight	regular oversize	\$36.98	\$1,849.00	DID NOT QUOTE	DID NOT QUOTE	\$38.00	\$1,900.00
50	Lou's - 5.11 Tac Lite Pro Shorts Andy's - Blackhawk! Lightweight	regular oversize	\$34.98	\$1,749.00	DID NOT QUOTE	DID NOT QUOTE	\$30.89	\$1,544.50
TOTAL			\$20,072.36	\$19,457.20	\$21,881.75			

*without BDUs
and shorts

*without rainsuits
and raincoats

LOU'S POLICE DISTRIBUTORS, INC.

7815 West 4th Avenue

HIALEAH, FL 33014

TEL : 305-416-0000 • FAX: 305-824-9205

EMAIL: ANDREW@LOUSPOLICE.COM

Quotation**TO:****Miami Springs PD****Quotation #**01202011-AAC **Updated 5/2/2011****Date**

January 20, 2011

Item	Description	Per Unit
	FOB	Dept / Req #
	Lou's Police Supply	
FEC3900	MALE NAVY 100% POLYESTER UNIFORM PANTS	\$28.00
FEC3900-1	MALE NAVY 100% POLYESTER UNIFORM PANTS OVERSIZE (Waist 44-60)	\$35.00
FEC3933	FEMALE NAVY 100% POLYESTER UNIFORM PANTS	\$28.00
FEC3933-1	FEMALE NAVY 100% POLYESTER UNIFORM PANTS OVERSIZE (Waist 20-24)	\$35.00
FEC3933-2	FEMALE NAVY 100% POLYESTER UNIFORM PANTS OVERSIZE (Waist 26-28)	\$37.00
FEC47400	MALE NAVY 65/35 BLEND UNIFORM PANTS	\$39.98
FEC47400-1	MALE NAVY 65/35 BLEND UNIFORM PANTS OVERSIZE (Waist 44-60)	\$46.98
FEC47400WT	FEMALE NAVY 65/35 BLEND UNIFORM PANTS	\$39.98
FEC47400WT-1	FEMALE NAVY 65/35 BLEND UNIFORM PANTS OVERSIZE (Waist 20-24)	\$46.98
FEC47400WT-2	FEMALE NAVY 65/35 BLEND UNIFORM PANTS OVERSIZE (Waist 26-28)	\$48.98
SOUZ9101	MALE SHIRT NAVY 100% POLYESTER LS UNIFORM	\$29.98
SOUZ9101-1	MALE SHIRT NAVY 100% POLYESTER LS UNIFORM OVERSIZE (Neck 18-22)	\$36.98
SOUZ9201	MALE SHIRT NAVY 100% POLYESTER SS UNIFORM	\$25.98
SOUZ9201-1	MALE SHIRT NAVY 100% POLYESTER SS UNIFORM OVERSIZE (Neck 18-22)	\$31.98
SOULZ9101	FEMALE SHIRT NAVY 100% POLYESTER LS UNIFORM	\$29.98
SOULZ9101-1	FEMALE SHIRT NAVY 100% POLYESTER LS UNIFORM OVERSIZE (Size 42-46)	\$36.98
SOULZ9201	FEMALE SHIRT NAVY 100% POLYESTER SS UNIFORM	\$25.98
SOULZ9201-1	FEMALE SHIRT NAVY 100% POLYESTER SS UNIFORM OVERSIZE (Size 42-46)	\$31.98
SOUZ3101	MALE SHIRT NAVY 65/35 BLEND LS UNIFORM	\$27.98
SOUZ3101-1	MALE SHIRT NAVY 65/35 BLEND LS UNIFORM OVERSIZE (Neck 18-22)	\$34.98
SOUZ3201	MALE SHIRT NAVY 65/35 BLEND SS UNIFORM	\$23.98
SOUZ3201-1	MALE SHIRT NAVY 65/35 BLEND SS UNIFORM OVERSIZE (Neck 18-22)	\$29.98
SOULZ3101	FEMALE SHIRT NAVY 65/35 BLEND LS UNIFORM	\$27.98
SOULZ3101-1	FEMALE SHIRT NAVY 65/35 BLEND LS UNIFORM OVERSIZE (Size 42-46)	\$34.98

SOULZ3201	FEMALE SHIRT NAVY 65/35 BLEND SS UNIFORM	\$23.98
SOULZ3201-1	FEMALE SHIRT NAVY 65/35 BLEND SS UNIFORM OVERSIZE (Size 42-46)	\$29.98
CHEVRONS	SERGEANT CHEVRONS (PER PAIR)	2.50
SAM9001	BLACK TIE	5.98
LIB525/599MNV	LIBERTY NAVY JACKET WITH REMOVABLE ZIP OUT LINER	54.98
BLAU26950-1R	BLAUER RAIN JACKET, HI-VIS (SML TO XL)	139.98
BLAU26950-1R2	BLAUER RAIN JACKET, HI-VIS (2XL)	159.98
BLAU134R	BLAUER RAIN PANTS, BLACK (SML TO XL)	\$40.99
BLAU134R2	BLAUER RAIN PANTS, BLACK (2XL)	\$43.99
NEE9100SC	NEESE CLASS 3 48" LONG COAT WITH SNAP ON HOOD	\$59.98
511-74273	5.11 TACLITE PANTS	\$36.98
511-73287	5.11 TACLITE SHORTS	\$34.98
	All prices include putting on patches provided by the dept.	
	Prices also include hemming of pants.	
	Andrew Camacho/Law Enforcement Sales	
	Lou's Police Distributors, Inc.	

QUOTATION DATE 2/02/2011

THE FIELD SHOPS

LIN.	APPROX QTY	DESCRIPTION	Brand	UNIT PRICE	OVERSIZED	TOTAL COST	COMMENTS	
1	200	Blue Uniform Trousers Regular 100% polyester	Elbeco	\$ 40.95	waist 44-50 +8% waist 52-54 +15%	\$ 8,190.00	Price includes hemming and waist adjustments	
2	30	Blue Uniform Trousers Regular 65/35 Blend	Elbeco	\$ 40.16	waist 44-50 +8% waist 52-54 +15%	\$ 1,204.80	Price includes hemming and waist adjustments	
	**	FEMALE \$50.00	Elbeco		size 20-24 +8% Size 26-28 +15%			
3	150	Blue Uniform Shirts Regular SS 100% Polyester	Elbeco	\$ 31.60	neck 18.5-20 +15% neck 22 +30%	\$ 4,740.00		
4	25	Blue Uniform Shirts Regular SS 65/35 Blend w buttons	Elbeco	\$ 25.27	neck 18.5-20 +15% neck 22 +30%	\$ 631.75		
	**	WITH ZIPPER \$31.90						
5	40	Blue Uniform Shirts Class A LS 100% polyester	Elbeco	\$ 35.14	neck 18.5-20 +15% neck 22 +30%	\$ 1,405.60		
6	5	Blue Uniform Shirts Class A LS 65/35 w buttons	Elbeco	\$ 29.05	neck 18.5-20 +15% neck 22 +30%	\$ 145.25		
	**	WITH ZIPPER \$35.70						
7	8	Hi-Viz Lime Class 3 ANSI Police Rain suit jacket	ERB	\$ 22.50	3xl-6xl \$25.00	\$ 180.00		
7	8	Hi-Viz Lime Class 3 ANSI Police Rain suit pant	ERB	\$ 16.60	3xl-\$17.60 4xl-\$18.60 5xl-\$19.60	\$ 132.80		
8	20	Blue Nylon Jacket with removable Zip In liner	Elbeco	\$86.25	size 48-50 +8% size 52-54 +15%	\$ 1,725.00		
9	5	Black Tie	WOM	\$ 7.00		\$ 35.00		
10	25 pairs	Sergeant Chevrons, Cotton (per pair)	HWC	\$ 2.80		\$ 70.00		
11	20	Hi-Viz Lime Class 3 ANSI Police Raincoat	ERB	\$ 39.90	3X-\$42.70 4X-\$45.56 5X-\$48.30	\$ 798.00		
					Grand Total	\$ 19,258.20		
	**	A new Female style will be available soon at a less expensive option						



Andy's Police Supply
 14000 NW 82nd Avenue
 Miami Lakes, FL 33016

Quote

Date	Estimate #
4/28/2011	58

Name / Address
Miami Springs Police Department 201 Westward Drive First Floor Miami Springs, FL 33166-5259 Att: Leah Cates

Description	Qty	Rate	Total	P.O. No.	Terms	Project	
					Due on receipt		
Blue Uniform Trousers Regular 100% Dacron Polyester	200	34.98	6,996.00				
Blue Uniform Trousers Regular 65/35 Blend	50	45.50	2,275.00				
Men Trouser: Size 56 and up +30%							
Ladies Trouser: Size 28 and up +30%							
Price on Trousers includes Hemming							
Blue Uniform Shirts Regular SS 100% Polyester	150	37.60	5,640.00				
Blue Uniform Shirts Regular SS 65/35 Blend	50	33.60	1,680.00				
Blue Uniform Shirts Class A LS 100 % Polyester	40	41.30	1,652.00				
Blue Uniform Shirts Class A LS 65/35 Blend	5	37.60	188.00				
Men Shirt: Size 21 and up +30%							
Ladies Shirt: Size 54 and up +30%							
Price on Shirts includes (2) Patches							
Black Tie	10	6.00	60.00				
Sergeant Chevrons, Cotton (per pair)	25	2.25	56.25				
Alterations:							
Motor Wheel Patch	1	2.50	2.50				
Waist on Pants Alterations	1	6.00	6.00				
Sales Tax		0.00%	0.00				
Thank you for your business.					Total		\$18,555.75

Phone #	Fax #
305-575-2774	305-512-7514

Web Site
www.andyspolicesupply.com



Andy's Police Supply
 14000 NW 82nd Avenue
 Miami Lakes, FL 33016

Quote

Date	Estimate #
4/28/2011	59

Name / Address
Miami Springs Police Department 201 Westward Drive First Floor Miami Springs, FL 33166-5259 Att: Leah Cates

P.O. No.	Terms	Project
	Due on receipt	

Description	Qty	Rate	Total
Comfort Zone Coolmax Class A Trousers and Shirts			
Blue Uniform Trousers 32% Coolmax, 68% Polyester Men Trouser: Size 44-50 +10% Size 52-54 +20% Size 56-60 +30% Ladies Trouser: Size 20-24 +15% Size 26-28 +30%	200	45.65	9,130.00
*** Price on Trousers includes Hemming***			
Blue Uniform Shirts Class A SS 66% Coolmax, 34% Polyester Blue Uniform Shirts Class A LS 66% Coolmax, 34% Polyester Men SS Shirt: 18-20 1/2 +15% LS Shirt: Sleeve 36/37 +15%	150 40	36.85 38.40	5,527.50 1,536.00
Ladies SS Shirt: 22-28 +20%			
*** Price on Shirts includes (2) Patches***			
Blue Nylon Jacket with Removable Zip in Liner Jacket: 2X-3X +15%, 4X +25%, 6X +50%	25	83.50	2,087.50
Alterations:			
Motor Wheel Patch	1	2.50	2.50
Waist on Pants Alterations	1	6.00	6.00
Sales Tax		0.00%	0.00
Thank you for your business.	Total		\$18,289.50

Phone #	Fax #
305-575-2774	305-512-7514

Web Site
www.andyspolicesupply.com

#640 Comfort Zone Coolmax Class A Trouser

FABRIC:

- 32% Coolmax, 68% polyester
- Twill weave
- 7.0 ozs./sq. yd.
- 11.66 ozs./linear yd.
- Microdenier yarns
- Stretch yarns
- Wrinkle resistant
- Vat pressure dyed for excellent color retention
- Coolmax offers outstanding moisture management for year-round comfort
- Stain release finish
- Maximum 40+ ultraviolet sun protection

FEATURES:

- Quarter top pocket styling
- Reece style rear pockets with button & tab on left side, both top stitched & triangular bartacks
- Exclusive expandable Comfort Zone elastic webbing waistband with 4 beads of silicone to hold in shirrtail. Waistband expands over 2".
- French fly
- Crotch lining
- Heavy duty pocketing
- Heavy duty brass zipper
- Bartacks at all points of stress
- Top stitched waistband to secure inside curtain
- 2" wide waistband (holds 1-3/4" wide garrison belt)

#740 & 750 Comfort Zone Coolmax Class A Shirts**FABRIC:**

- 66% Coolmax, 34% polyester
- Plain weave
- 5.8 ozs./sq. yd.
- 9.66 ozs./linear yd.
- Microdenier yarns
- Stretch yarns
- Wrinkle resistant
- Vat pressure dyed for excellent color retention
- Coolmax offers outstanding moisture management for year-round comfort
- Stain release finish
- Maximum 40+ ultraviolet sun protection

FEATURES:

- Exact neck and sleeve for precise fit
- Expandable collar button on L/S shirt
- Sew-in military creases on front & back
- Pleated patch pockets with scalloped flaps and hook & loop closure
- Sling badge tab
- Epaulets with "X" stitch
- Banded collar & placket front on L/S
- Convertible collar and placket front on S/S
- Sleeve placket with center button
- Two button cuff
- Interlined collar, epaulets, flaps, placket and cuffs
- Permanent collar stays

#530 - Millennium Police Jacket

FABRIC:

- SHELL: 100% nylon 3-ply supplex
- Plain weave
- 4.0 ozs./sq. yd.
- HydroFusion fabric system including Durepel water resistant treatment on the face side and hydrophilic durable coating on the back side
- Passes international rainwear tariff requirements
- Shell fabric is waterproof and breathable
- LINING: 100% nylon taffeta
- ZIP-OUT LINER: 100% nylon face & back
- 200 gm. Thinsulate body and 100 gm. Thinsulate sleeve insulation for extreme cold weather warmth without bulk

FEATURES:

- Cape type construction with under-arm gusset
- Removable Polar Fleece collar liner
- Under-arm zipper air vents for personalized comfort
- Outside & inside storm fly
- Two upper set-in pockets with scalloped flaps, Velcro closure and removable metal buttons
- Two lower cord-edge welt handwarmer pockets with hidden zipper closure
- Two forearm cord-edge welt utility pockets with hidden zipper closure
- Inside zipper back up gun / utility pocket
- Zippered side vents
- Removable zip-out liner with knit cuffs
- Epaulets with removable metal buttons



Andy's Police Supply
 14000 NW 82nd Avenue
 Miami Lakes, FL 33016

Quote

Date	Estimate #
4/29/2011	60

Name / Address
Miami Spring Police Department 201 Westward Drive First Floor Miami Springs, FL 33166-5259 Att: Leah Cates

Description	Qty	Rate	Total	P.O. No.	Terms	Project
					Due on receipt	
Blackhawk! Lightweight Tactical Pants Sizes 46"-54" (39" inseam only) +\$7.00	1	38.00	38.00			
Blackhawk! Lightweight Tactical Shorts Sizes 46"-54" +\$7.00	1	30.89	30.89			
Sales Tax		0.00%	0.00			
Thank you for your business.			Total			\$68.89

Phone #	Fax #
305-575-2774	305-512-7514

Web Site
www.andyspolicesupply.com

Our Lightweight Tactical Pants combine the popular features found in the original Tactical Pants but are made using a rugged, lightweight material to create the perfect pants for warmer climates.

- Constructed of durable 6.5 oz. 65% polyester / 35% cotton ripstop fabric
- DuPont™ Teflon® DWR (Durable Water Repellent) fabric treatment resists stains and dries quickly
- Double layering in seat and knees for added wear and protection
- High-quality YKK® zippers and Prym® snaps
- Gusseted crotch allows increased movement
- Extra-wide, reinforced belt loops accommodate BLACKHAWK!® CQB/Rigger's Belt and other belts up to 1.75" wide
- Silicone grip strip in waistband keeps shirt tucked in during extreme maneuvers
- Hidden, expandable waistband slides to increase waist size for increased mobility
- Angle-cut hand pockets have flat edges for proper placement and orientation of knives, pens, etc.
- Each leg has an easy-access, top-opening mag pouch
- Large, top-opening cargo pockets have segmented 2" elastic webbing inside to secure and properly orient up to three weapon magazines, flashlights, knives or other items for quick access
- Zippered, rear hip pocket keeps wallet secure, out of the way, and separate from large rear pockets
- Large, hidden zipper pocket behind right-hand pocket keeps valuable items secure
- Secure, vertical, zippered storage pocket on the outside of each cargo pocket
- Top-opening mag pouch pockets on each leg
- Front thigh pockets have side zipper pouch and hook & loop top to secure valuables
- 550 cord loop on front waistband allows attachment of carabiners and other items
- Reinforced hems on leg cuffs and hand pockets increased durability
- Traditional fit

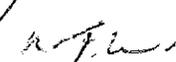
The Lightweight Tactical Shorts are a short version of our popular Lightweight Tactical Pants with the same durable 6.5 oz. poly/cotton ripstop fabric.

- DuPont™ Teflon® DWR (Durable Water Repellent) fabric treatment resists stains
- High-quality YKK® zippers and Prym® snaps
- Gusseted crotch allows increased movement
- Extra-wide, reinforced belt loops accommodate BLACKHAWK!® CQB/Rigger's Belt and other belts up to 1.75" wide
- Silicone grip strip in waistband keeps shirt tucked
- Hidden, expandable waistband slides to increase waist size for increased mobility
- Angle-cut hand pockets have flat edges for proper placement and orientation of knives, pens, etc.
- Gusseted thigh and leg pockets for expansion as needed
- Zippered, rear hip pocket keeps wallet secure
- Hidden zipper pocket behind the right-hand pocket keeps valuable items secure
- Ample 11" inseam
- Traditional fit

CITY OF MIAMI SPRINGS



Public Works Dept
345 N Royal Poinciana Blvd
Miami Springs, FL 33166-5289
Phone: (305) 805-5170
Fax: (305) 805-5176

TO: Honorable Mayor Garcia and Members of the City Council
VIA: James R. Borgmann, City Manager 
FROM: Robert Williams, Public Services Director 
DATE: May 12, 2011
SUBJECT: Recommendation that Council award a bid to Wrangler Construction, utilizing Florida City Contract in the amount of \$21,600.00, pursuant to Section §31.11 (E)(5) of the City Code.

REASON: For new sidewalk installation in various locations

COST: \$ 21,600.00

FUNDING: Department\Description: Citizens Independent Transportation Trust

Account Number: 135-0902-541-4600

Procurement approval: 

Agenda Item No.

City Council Meeting of:

5-23-2011 

WRANGLER CONSTRUCTION, INC.

March 11, 2011

Mr. Lazaro Garaboa.

Via facsimile: Fax 305-805-5176

Re: Various locations.
Miami Springs, FL.

Subject: **New 4" concrete sidewalks.**

Dear Mr. Garaboa:

Please consider this correspondence as our Proposal for the Labor Material and Equipment needed for the completion of the **new 4" concrete sidewalks on various locations** at the referenced projects. All construction will be in accordance with the information provided during the site visit.

This Proposal is based only on a site visit. No Drawings and/or Technical Specifications were provided.

ARTICLE 1 - BASE BID SCOPE OF WORK

- 1.1 Installation of approximately 5,950 SF of new 4" concrete sidewalk (new sidewalks installation will include the corresponding base preparation.)
- 1.2 Re-grading swales.
- 1.3 Roadway restoration.
- 1.4 Maintenance of traffic.

ARTICLE 2 - INCLUSIONS

ITEMS PROVIDED BY WRANGLER CONSTRUCTION, INC.

- 2.1 Furnish all labor, equipment and supervision to perform the scope of work outlined above.

ARTICLE 3 - EXCLUSIONS

- 3.1 Required police officers if any (By the City of Miami Springs.)
- 3.2 Permits costs and/or processing fees (By the City of Miami Springs.)
- 3.3 Sodding.
- 3.4 Wrangler Construction is not responsible for any unmarked underground utilities.

12855 SW 136 Avenue, Suite 206
Miami, Florida 33186

Telephone: 305-278-4719
Telefax: 305-278-4720

ARTICLE 4 BASE BID QUOTATION

OUR LUMP SUM PROPOSAL FOR THE WORK:

TWENTY ONE THOUSAND SIX HUNDRED DOLLARS and NO CENTS
(\$ 21,600.00).

Please note that this Proposal is based **ONLY** on a site visit. No Drawings and/or Technical Specifications were provided.

All work will be done in accordance with the latest requirement requirements of the Miami Springs Public Work Department, Florida Building Code and the Florida Department of Transportation and of other applicable regulatory agencies having jurisdiction.

Performance Bond not included in this price.

We appreciate the opportunity to quote on this project. If we can be of further service, or if you have any questions regarding this Proposal, please do not hesitate to contact us at your earliest convenience. We remain

Cordially yours,

WRANGLER CONSTRUCTION, INC.



Felix R. Clavelo
PM/Estimator

WRANGLER

CITY OF FLORIDA CITY

CONTRACT DOCUMENTS
FOR

CONCRETE SIDEWALKS-CRA

AT
CITY OF FLORIDA CITY
404 WEST PALM DRIVE
FLORIDA CITY, FLORIDA 33034

CITY COMMISSION

Otis T. Wallace, Mayor
Eugene D. Berry, Vice-Mayor
Sharon Butler, Commissioner
Daurell Dorsett, Commissioner
Roy S. Shiver, Commissioner

CITY OF FLORIDA CITY
404 West Palm Drive
Florida City, Fl. 33034
Tel 305-247-8221
Fax 305-242-8133

CONTRACT

THIS CONTRACT, made and entered on the 28 day of July, 2010, by and between the City of Florida City, Florida, party of the first part (hereinafter sometimes called the "City"), and

Party of the second part (hereinafter sometimes called the "Contractor");

WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the Contractor shall furnish: All labor, material, equipment and transportation and perform all work in the manner and form provided by the Contract Documents covering the Project of the City known and identified as: "Concrete Sidewalks-CRA", located within City limits, Florida City, Florida, 33034, for the aggregate amount reflected in the Proposal, said aggregate amount being:

One hundred, Three Thousand, Four Hundred Fifty Nine - 19/100
\$ 103,459.19 * +

Phase I

2. That the Contractor shall begin work to be performed under this Contract on a day to be specified in a written order issued by the City, and shall fully complete all work hereunder within the time or times stated in the Contract Documents.

3. That the City shall pay to the Contractor for the faithful performance of this Contract, in lawful money of the United States, subject to additions and deductions as provided in the Contract Documents, the total amount of his bid as set forth above at the times and in a manner stated in the Contract Documents.

4. The "Contract Documents" are hereby defined as the Proposal, the Contract, the General Conditions, the Sworn Statement on Public Entity Crimes, The Miami-Dade County Business Entity Affidavits, the Specifications, and any Addenda, which may be issued. The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that all recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he/she has read and understands all of said Contract Documents.

5. The various indemnities of the Contractor contained in the Contract Documents indemnifying the City from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Contract Documents shall have a monetary limitation of the larger of the following: \$1,000,000.00, or the entire amount of the Contract.

* Additional Work to 124,000.00 per approval of Commission Meeting of 7/27/10 Commissioner Phase II

+ Additional work \$139,040.20 per approval of Commission Meeting of 11/9/10 Phase III

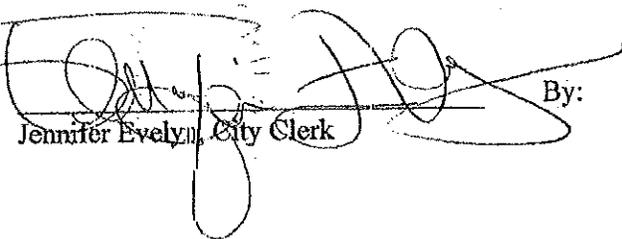
C-1 of 3

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first hereinbefore written.

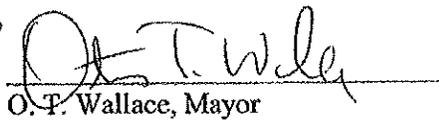
THE CITY OF FLORIDA CITY

ATTEST:

By:


Jennifer Evelyn, City Clerk

By:


O. T. Wallace, Mayor

APPROVED AS TO CONTENT:

By:


Eugene Leon, Project Manager

(CITY SEAL)

PARTY OF THE FIRST PART

THE CONTRACTOR

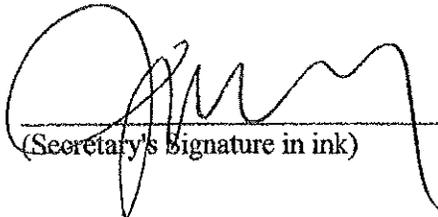
WRANSLER CONSTRUCTION Inc By:
Name of Corporation


(Signature of Officer in ink)

17855 SW 136 AVE, #204
Address MIAMI FL 33184

RAFAEL QUESADA
(Print or type name)

PRESIDENT
(Official Title)


(Secretary's Signature in ink)

JOSE PEREZ DE CORCHAO
(Print or type name)

(CORPORATE SEAL)

PARTY OF THE SECOND PART



PROPOSAL
for
CONCRETE SIDEWALKS - CRA
FLORIDA CITY, FLORIDA

Wrangler Construction, Inc

Submitted To:

City Commission
City of Florida City
City Hall
404 West Palm Drive
Florida City, Florida, 33034

The undersigned, as bidder, hereby proposes to:

Furnish all labor, materials, equipment, tools, services and transportation for the project known as "Concrete Sidewalks - CRA", according to the Contract Documents.

This Project, will be completed for the compensation indicated on the attached Bid Form (page P-2) and according to the timetable and described conditions:

This contract shall be completed by no later than September 17, 2010 after receipt by the Contractor, of the Notice to Proceed.

It is acknowledged that time is of essence in the performance of this work and that liquidated damages in the amount of \$100 per calendar day will be applied if the work is not completed within the time specified herein.

Bidder acknowledges that he has inspected the site of the work and is familiar with all Contract Documents, including Addenda.

This Proposal shall not be withdrawn within thirty (30) calendar days after the date fixed for opening bids.

At Bidder's option, this Proposal may be withdrawn if the City fails to accept this Proposal within thirty (30) calendar days after the date fixed for opening bids.

BID FORM
for
CONCRETE SIDEWALKS
FLORIDA CITY, FLORIDA

A) Total Lump Sum Cost for Concrete Sidewalks : \$ 103,459.19
(includes all labor, materials, and equipment)

1.- NW 1 Street between 6 Avenue and 7 Avenue (south side)	<u>586</u>	Lin Ft
2.- NW 2 Street between 3 Avenue and 8 Avenue (south side)	<u>1,242</u>	Lin Ft
3.- NW 6 Avenue between 1 Street and 2 Street (east side)	<u>170</u>	Lin Ft
4.- NW 8 Street between 5 Avenue and 6 Avenue (south side)	<u>520</u>	Lin Ft
5.- NW 5 Avenue between 7 Street and 8 Street (west side)	<u>220</u>	Lin Ft
6.- NW 7 Street between 5 Avenue and 6 Avenue (north side)	<u>195</u>	Lin Ft
7.- NW 10 Street 5 Avenue and 6 Avenue (east and west sides)	538 <u>1,067</u>	Lin Ft
8.- NW 5 Court between 10 Street and 11 Street (west side partial)	579 <u>80</u>	Lin Ft
9.- NW 11 Street between 5 Avenue and 5 Court (south side)	80 <u>290</u>	Lin Ft
10.- NW 13 Street between 5 Avenue and 5 Court (south side)	270 <u>295</u>	Lin Ft
11.- NW 14 Street between 5 Court and 6 Avenue (south side partial)	375 <u>150</u>	Lin Ft
12.- NW 5 Court between 14 Street and 16 Street (east and west side partials)	<u>660</u>	Lin Ft
13.- NW 14 Street between 9 Avenue and Redland Rd (south side partial)	<u>360</u>	Lin Ft
14.- SW 1 Street between 2 Avenue and 5 Avenue (north side)	<u>901</u>	Lin Ft

B) Total Lineal Feet 6,756 LF

C) Cost per Square Yard : \$ 27.56

Cost shown above is established to facilitate the uniform comparison of Bids. Actual compensation to the Contractor shall be based upon the actual work performed, whether greater than or less than estimated quantities. The City reserves the right to increase or decrease the Scope of Work consistently with the general intent of the Contract.

This Bid/Proposal submitted by:
WRANGLER CONSTRUCTION, INC. 12855 SW 136 Avenue, Suite 206
MIAMI, FL 33186

Company Name _____ Address (with Zip) _____

Type of Organization: Florida Corporation Proprietorship Partnership

RAFAEL A. QUESADA _____
Authorized Signature (in ink) Print Name

PRESIDENT _____
Title Date

GENERAL CONDITIONS

1. DEFINITIONS:

A) City: City of Florida City, Florida, the public body, agency or instrumentality which is a party hereto and for which this Contract is to be performed, including duly authorized representatives, such as the Mayor.

B) Commission or City Commissioners: The present Board of City Commissioners of the City of Florida City, the legal representative of the City of Florida City, Florida, or their successors in office.

C) Inspector: An authorized representative of the City or the Engineer assigned to make all necessary inspections of the work performed by the Contractor.

D) Bidder: Any individual, firm, or corporation submitting a proposal for the work contemplated acting directly or through a duly authorized representative.

E) Contractor: The party of the second part to the Contract. The person, firm, or corporation, holders of a current Certificate of Competency and any other required licenses and insurance applicable to the type of work to be performed, with whom a Contract has been made directly or through authorized representatives that may have entered into a contract with the City, and who is primarily liable for the acceptable performance of the work for which he has contracted and also for the payment of all legal debts pertaining to the work.

F) Subcontractor: A person, firm, or corporation supplying labor and materials or labor for work under subcontract at the site of this Project.

G) Emergency: A temporary unforeseen occurrence or combination of circumstance, which endangers life or property and calls for immediate action or remedy.

H) Plans/Drawings: Plans/drawings/sketches, if any, prepared by the City for this Project.

I) Specifications: The directions, provisions, and requirements contained herein or attached hereto, together with all written agreements made or to be made, setting out or relating to the methods, materials, and labor to be furnished under this Contract.

J) Contract Documents: The Contract Documents are hereby defined as the Proposal, the Contract, the General Conditions, the Sworn Statement on Public Entity Crimes, The Miami-Dade County Business Entity Affidavits, the Specifications, and any Addenda required to complete the project in a substantial and acceptable manner.

K) Special Provisions: Specific clauses setting forth conditions peculiar to the project under consideration.

L) Material: Materials incorporated in the project, or used or consumed in the performance of the work.

2. SPECIFICATIONS: The applicable Specifications for the construction of all concrete sidewalks shall be the Miami-Dade County Public Works Concrete Sidewalk Specifications. The Specifications, along with all other documents that make up and constitute the Contract, shall be followed in strict accordance except when the City may authorize, in writing, an exception.

3. INTENTION: It is intended that these Contract Documents which upon execution by both parties shall make up and constitute the Contract, shall cover all aspects of the work with explicit provisions, and it is understood that the Contractor has, by personal examination and inquiry if necessary, satisfied himself as to the local conditions and as to the meaning, requirements and reservations of the Specifications; for after the letting, no deviation will be allowed from the City's interpretation of the Specifications and Contract. In case errors or omissions are discovered, they are to be corrected or supplied by the Contractor without extra cost to the City according to the apparent intention of the City. Work or materials strictly extra are hereinafter provided for.

4. NOTICE AND SERVICE THEREOF: All notices given by the City under the provisions of this Contract shall be in writing and services of same may be served in any of the following manners:

A) By delivery of such notice to the Contractor or to any officer of the Contractor if said Contractor be a corporation, or to any agent or superintendent of the Contractor.

B) By mailing such notice by registered mail to the address of the Contractor shown on the Contractor's Proposal.

5. SUPERVISION OF THE WORK: The supervision of the execution of this Contract is vested wholly in the City. The instructions of the City are to be strictly and promptly followed in every case. The Contractor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. To prevent all disputes and litigations, it is agreed by the parties that the City shall decide all questions, difficulties and disputes of whatever nature which may arise relative to the interpretation of the prosecution and fulfillment of this Contract, and as to the character, quality, amount, and value of any work done and materials furnished under or by reason of this Contract, and the City's estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties thereto.

6. QUANTITIES, MEASUREMENT, AND PAYMENT: Payment shall be made based on the actual quantities of materials in accordance with the prices set forth in the Proposal. The City reserves the right to increase or decrease the Scope of Work consistent with the general intention of the Contract for any part of the work, either before or after the work is begun. Notice of such changes shall be given in writing to the Contractor; such changes are not to be grounds for any claim by the Contractor for damages, nor for the forfeiture of the Contract. Partial payments shall be made upon completion, inspection, and approval of the work. The Contractor shall submit to the City a request, in duplicate, for payment. The City shall review such request and upon approval, payment shall be made within fifteen (15) calendar days to the Contractor, subject to additions and/or deductions as determined by the City.

7. SUPERVISION AND INSPECTION: The City may give instructions or directions to supplement the Specifications. The Contractor's procedure and methods may be of his own selection provided they secure results, which satisfy the requirements of the Specifications. Every process and operation of the work shall be subject to inspection at all times. The Contractor shall correct, as may be directed, without charge, any defective work. It is expressly understood that the Contractor is in all respects an independent Contractor for this work, notwithstanding under certain conditions he is bound to follow the directions of the City, and is in no respect an agent, servant, or employee of the City.

8. EQUIPMENT: The Contractor shall supply all plant, tools, and equipment of every kind, ample in quantity and capacity, in good and safe working order and suitable in character to carry on the work of his Contract

9. LEGAL RESTRICTIONS, PERMITS, AND TRAFFIC PROVISIONS: The Contractor shall procure, at his own expense, all necessary licenses and permits and shall give due and adequate notices to those in control of all properties which may be affected by his operations. The Contractor shall conform to all applicable laws, regulations, and/or ordinances with regard to labor employed, hours of work and his general operations. The Contractor shall so conduct his operations that he shall not close any thoroughfare nor interfere in any way with traffic without the written consent of the proper authorities.

10. LIABILITIES, DAMAGES, AND ACCIDENTS: The Contractor shall assume and be responsible for, and shall indemnify and save harmless the City against all claims and demands of all parties whatsoever for damages or for compensation for injuries or accidents of persons, animals, and/or materials due, or claimed to be due, either directly or indirectly, to his operations or to the act or omission of himself, his agents, or workmen, until the final acceptance of the work. The Contractor shall pay all judgements obtained by reason of accidents, injuries, or damages, or of infringements of patents as specified in suit or suits against the City, including all legal costs, court expenses and other like expenses; and the Contractor shall have the right to join in the defense of such suits.
11. ASSIGNMENT OF CONTRACT: Neither the Contract, nor any part thereof, nor any monies due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the City.
12. INSURANCE: Prior to execution of the Contract by the City and commencement of work, the Contractor must present Certificates of Insurance (\$1,000,000.00) verifying all categories of insurance held and total amounts of coverage for each category.
13. ANNULMENT OF CONTRACT: If the Contractor fails to begin the work under Contract within the time specified, or for any cause whatsoever shall not carry on the work, then the City shall, upon written certificate of the fact of such delay, neglect or default, and the Contractor's failure to comply with any notice to correct, have full authority to enter into an agreement for the completion of said Contract or use such other methods as shall be required for completion of said contract in an acceptable manner. All costs and charges incurred by the City, together with the costs of completing the work under Contract, shall be deducted from any monies due or which may become due said Contractor.
14. LIQUIDATED DAMAGES: It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the City may retain the sum of One Hundred (\$100.00) Dollars per day for each day thereafter, Saturdays, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the City will have sustained per day by failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the City will have sustained in event of such default by the Contractor.
15. SUBCONTRACTS: The Contractor is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by said Contractor, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the City.
16. FINAL CLEANING UP: Upon completion of the work specified herein and before acceptance and final payment shall be made, the Contractor shall remove from the site all machinery, equipment, surplus, discarded materials and/or temporary structures. All disposals of materials, rubbish, and debris shall be made at a legal disposal site or by other prior approved manner. Material cleared from the site and deposited on adjacent or nearby property will not be considered as having been disposed of satisfactorily.
17. NON-DISCRIMINATION IN EMPLOYMENT: The Contractor agrees to make no discrimination because of race, color, gender, creed or national origin with respect to employment of personnel on this project, and that all persons having the experience and skill necessary to perform the work shall be afforded equal opportunity of employment for the work to be performed at the site of this Project. Contractor and his/hers employees must be citizens or residents of the United States.

18. **TAXES:** The City of Florida City is exempt from any taxes imposed by the State and/or the Federal Government. Exemption Certificates, if need it, shall be provided upon request.
19. **PRODUCTS CONSIDERED "EQUAL":** Manufacturer's name, brand name, mark, type and/or model number may be used in the Specifications for the sole purpose of establishing minimum requirement of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other proposed manufacture's items of equal or similar material. Where and equal or similar product is bid, the Bid Proposal must be accompanied with two (2) complete sets of factory information sheet (specifications, brochures, etc.) provided, however, that the bidder may be given the opportunity to submit the samples to the City during the bid evaluation period if the submission is in the best interest of the City. The City shall be the sole judge of equality or similarity and its decision shall be final in its best interest.
- 20) **OCCUPATIONAL LICENSE REQUIREMENT:** All Contractors must meet all occupational licensing requirements. Any person, firm, corporation, or joint venture, with a business located in Miami-Dade County, which is submitting a bid, under this solicitation, shall meet the County's occupational license tax requirements according to Chapter 8A, Article IX of the Code of Miami-Dade County, Florida.
- 21) **LOCATION OF WORK:** The concrete sidewalks shall be constructed at the following locations: (if concrete meter boxes are needed, in the sidewalk, you MUST include them).
- 1.- NW 1 Street between 6 Avenue and 7 Avenue (south side)
 - 2.- NW 2 Street between 3 Avenue and 8 Avenue (south side)
 - 3.- NW 6 Avenue between 1 Street and 2 Street (east side)
 - 4.- NW 8 Street between 5 Avenue and 6 Avenue (south side)
 - 5.- NW 5 Avenue between 7 Street and 8 Street (west side)
 - 6.- NW 7 Street between 5 Avenue and 6 Avenue (north side)
 - 7.- NW 10 Street 5 Avenue and 6 Avenue (east and west sides)
 - 8.- NW 5 Court between 10 Street and 11 Street (west side partial)
 - 9.- NW 11 Street between 5 Avenue and 5 Court (south side)
 - 10.- NW 13 Street between 5 Avenue and 5 Court (south side)
 - 11.- NW 14 Street between 5 Court and 6 Avenue (south side partial)
 - 12.- NW 5 Court between 14 Street and 16 Street (east and west side partials)
 - 13.- NW 14 Street between 9 Avenue and Redland Rd (south side partial)
 - 14.- SW 1 Street between 2 Avenue and 5 Avenue (north side)
- 22) **SCOPE OF WORK:** This Project consists in the construction of concrete sidewalks to include, relocation of any mailbox if in the way of the sidewalk, installation of concrete water meter boxes and installation of safety yellow tactile sidewalk strips at end of sidewalks.
- 23) **PERMITS:** Construction permits are not required by the City, however, inspections by the City are required prior to pouring concrete.
- 24) **LIMITATION OF OPERATIONS:** No work shall be done at all on Saturday and/or Sunday or any day between the hours of 6:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed.
- 25) **PROJECT SIGN:** A project sign is not required.
- 26) **FIELD OFFICE:** A field office is not required for this Project. However, the Contractor shall provide the City with a telephone number in case of an emergency.

- 27) SITE INVESTIGATION: The Contractor, by virtue of signing the Contract, acknowledges that he/she and all sub-contractors have satisfied themselves as to the Scope of Work, the nature and location of the work, the general and local conditions including, but not restricted to; those bearing upon traffic maintenance; disposal, handling, and storage of materials; the conformation and conditions of the work area; and the character of equipment and facilities needed to perform the work. Failure on the part of the Contractor to completely or properly evaluate any factors or costs before bidding shall not form a basis for additional compensation if he is awarded the Contract.
- 28) PERFORMANCE OF WORK: The Contractor shall furnish a qualified superintendent, fluent in English, who will be present at all times during the course of work, and shall be authorized to act for the Contractor. The Contractor shall keep on the job sufficient plant and equipment to meet the requirements of the work. The plant shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the Contract Documents. The plant and all operations shall be subject to inspection by the City, at all times. The Contractor shall submit for approval by the City a description of the type of materials and equipment to be used, and the method or procedure to be used in the performance of work.
- 29) RESTORATION OF PROPERTY: Property - public or private - if damaged during construction or removed for the convenience of the work, shall be repaired or replaced at the expense of the Contractor, in a manner acceptable to the City, prior to the final acceptance of the work. Such facilities shall include, but are not limited to; mailboxes, fire hydrants, utility meter boxes, driveways, walkways, walls, fences, footings, landscape, trees, sod, utilities, as well as any traffic and street name signs.
- 30) NOTICE TO PROCEED: For the purpose of this Contract, a single "Notice to Proceed" will be issued. The Contractor shall, within thirty (30) calendar days after the receipt of the "Notice to Proceed" commence operation and shall continue the operation in a workmanlike manner and in accordance with these Contract Documents, without interruption, until completed to the satisfaction of the City.
- 31) PREWORK CONFERENCE: After the award of contract and before the issuance of the "Notice to Proceed", a prework conference may be held. The City will set the time and place of this conference.
- 32) AWARD OF CONTRACT AND TIME FOR COMPLETION: The award of contract, if it were awarded, shall be to the lowest responsive bidder, whose Proposal complies with all the requirements necessary to render it formal. Time for completion will be no more than ninety (90) calendar days after receipt by the Contractor of the "Notice to Proceed".
- 33) MAINTENANCE OF TRAFFIC: The Contractor shall provide for the necessary access to the property during operations. Special attention shall be given for directing the flow of pedestrian and vehicular traffic during operations.
- 34) PERFORMANCE BOND AND BID BOND: Performance bonds will not be required. A bid bond will not be required.
- 35) REFERENCED STANDARDS: All work shall be performed in accordance with the Miami-Dade County Public Work Concrete Sidewalk Specifications, applicable Federal, State and City regulations, including, but not limited to the Florida Building Code; additional requirements may be specifically set forth in an Addendum to the Contract Documents; in which case the requirements set forth in the Addendum will supersede those set forth herein.
- 36) WARRANTY: The Contractor shall supply the City, with a written warranty covering all materials and labor and shall remain in force for the full period identified by the Contractor. The Contractor shall be responsible for promptly correcting any deficiency, at not cost to the City, within five (5) calendar days after the City notifies the Contractor of such deficiency in writing.

CITY OF FLORIDA CITY
CONCRETE SIDEWALKS - CRA

Addendum No. 1

The 7,467 Lineal Feet of sidewalks given in the Pre-Bid meeting of 6/28/2010 is only an estimate and is not guaranteed as an exact number. The bidder shall provide and bid on the actual amount of lineal feet as measured by the bidder. Substantial variation from the estimated lineal feet shall be grounds for disallowing a bid response.



FACSIMILE COVER PAGE

DATE: 2/8/11 TOTAL PAGES INCLUDING THIS PAGE: 4

TO: Rosita Hernandez

TELEPHONE No.: _____ FAX No.: _____

FROM: Eugene Leon, City Proj. Mgr

SUBJECT: Wraugler Coast.

MESSAGE: Resolution - 1 year contract

IF YOU RECEIVE THIS COMMUNICATION IN ERROR OR IF YOU ENCOUNTERED ANY PROBLEMS WITH TRANSMISSION, PLEASE CALL 305-247-8221. THIS FACSIMILE IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY NAMED ABOVE AND OTHERS WHO HAVE BEEN SPECIFICALLY AUTHORIZED TO RECEIVE IT. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED.

**CITY OF FLORIDA CITY
COMMUNITY REDEVELOPMENT AGENCY
RESOLUTION NUMBER 10-49**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (THE "CRA") OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING PIGGYBACKING ON THE CITY'S CONTRACT WITH WRANGLER CONSTRUCTION, INC. AND PAYMENT IN AN AMOUNT UP TO \$139,040.20 FOR SIDEWALK CONSTRUCTION WITHIN THE COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City advertised an Invitation to Bid for sidewalk construction with a bid opening on July 14, 2010, and received bids from 6 companies; and

WHEREAS, Wrangler Construction, Inc. was the lowest responsive, responsible bidder and the City approved a one year contract with Wrangler Construction, Inc., on July 27, 2010; and *to July 27, 2011*

WHEREAS, the Community Redevelopment Agency of the City of Florida City (the "CRA") budgeted up to \$200,000 in FY 2010-11 for sidewalk construction in the Community Redevelopment Area; and

WHEREAS, the City and the CRA devised a FY 2010-11 sidewalk construction project in the Northwest Neighborhood in the estimated amount of \$139,040.20; and

WHEREAS, the Board of Directors desires to fund sidewalk construction in the Northwest Neighborhood in an amount up to \$139,040.20; and

WHEREAS, the Board of Directors wishes to piggyback this sidewalk construction project on to the City's contract with Wrangler Construction, Inc. ,pursuant to Chapter 287, Florida Statutes; and

WHEREAS, the Board of Directors hereby finds and determines that it is in the best interest of the CRA to adopt this Resolution.

CRA RESOLUTION NO: 10-49

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF FLORIDA CITY, FLORIDA, AS FOLLOWS:

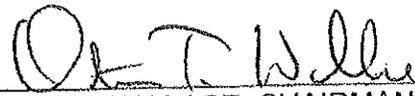
Section 1. That each of the above-stated recitals are hereby adopted and confirmed.

Section 2. That the CRA is authorized to pay for sidewalk construction in the Northwest Neighborhood in an amount up to \$139,040.20 when an adequate contract has been negotiated between the City and Wrangler Construction for the bid amount of \$139,040.20.

Section 3. That the Executive Director of the CRA is hereby authorized to take any and all action that is necessary to implement the purposes of this Resolution.

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

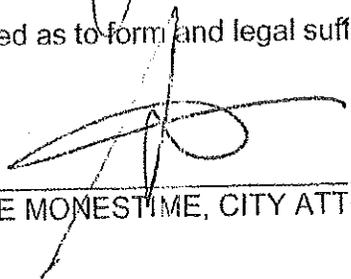
PASSED AND ADOPTED THIS 9th day of November, 2010.


OTIS T WALLACE, CHAIRMAN

ATTEST:


JENNIFER A. EVELYN, CITY CLERK

Approved as to form and legal sufficiency:


REGINE MONESTIME, CITY ATTORNEY

CRA RESOLUTION NO: 10-49

Offered By: Chairman

Motion to adopt by Vice Chair Berry seconded by Director Butler

FINAL VOTE AT ADOPTION

Chairman Otis T. Wallace

Yes

Vice Chairman Eugene D. Berry

Yes

Board Member Sharon Butler

Yes

Board Member Daurell Dorsett

Yes

Board Member R. S. Shiver

Yes



FACSIMILE COVER PAGE

DATE: 2/1/11 TOTAL PAGES INCLUDING THIS PAGE: 13

TO: Rosita Hernandez - City of Miami Spring

TELEPHONE No.: _____ FAX No.: 305-805-5177

FROM: Eugene Leon, Proj. Mng.

SUBJECT: Sidewalk Contract / Wrangler Coust

MESSAGE: _____

Call me if you need anything else

IF YOU RECEIVE THIS COMMUNICATION IN ERROR OR IF YOU ENCOUNTERED ANY PROBLEMS WITH TRANSMISSION, PLEASE CALL 305-247-8221. THIS FACSIMILE IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY NAMED ABOVE AND OTHERS WHO HAVE BEEN SPECIFICALLY AUTHORIZED TO RECEIVE IT. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED.

MAY 23, 2011 *Q/b*

RESOLUTION NO. 2011-3517

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AUTHORIZING THE EXERCISE OF THE FIRST THREE YEAR OPTION TO RENEW THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC.; AUTHORIZING EXECUTION OF ALL REQUIRED DOCUMENTATION BY THE PROPER OFFICERS AND OFFICIALS OF THE CITY; EFFECTIVE DATE.

WHEREAS, in 2008 the City was in the need of procuring a contract with a qualified Vendor to provide shuttle bus transit services to the City; and,

WHEREAS, the City Administrative Staff determined that the City could best procure the required services by the City Council authorizing the use of another governmental bid award; and,

WHEREAS, the City Administrative Staff performed all required reviews and investigations in arriving at its recommendation that the City Council procure the required services by utilization of another governmental bid award; and,

WHEREAS, the City Council determined that the City properly complied with the City's Purchasing Ordinance requirements, that the City could best procure the required services by the Council's authorization to utilize another governmental bid award, and that the proper officers and officials of the City would be authorized to execute an Agreement with the successful Vendor, Limousines of South Florida, Inc.; and,

WHEREAS, the initial three-year term of the aforesaid Agreement expired on April 30, 2011, but the City was provided with options for two additional three-year terms within the Agreement; and,

WHEREAS, the City Administrative Staff has recommended that, based upon prior performance and market current conditions, the City should exercise the initial three-year option term with the Vendor; and,

WHEREAS, the City Council has determined that it is both proper and appropriate and in the best interests of the City and its citizens to exercise the initial three-year option provision contained in the City's Non-Exclusive Professional Services Agreement with Limousines of South Florida, Inc.:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FO THE CITY OF MIAMI SPRINGS, FLORIDA:

Section 1: That the City Council of the City of Miami Springs hereby authorizes and approves the City's exercise of the initial three-year option period provided in the Non-Exclusive Professional Services Agreement with Limousines of South Florida, Inc. executed on May 1, 2008.

Section 2: That the City Council of the City of Miami Springs hereby authorizes the proper officers and officials to execute all documentation that may be required to exercise the aforesaid Agreement option provision.

Section 3: That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida,

this _____ day of _____, 2011.

The motion to adopt the foregoing resolution was offered by _____, seconded by _____, and on roll call the following vote ensued:

Vice Mayor Best	" _____ "
Councilman Espino	" _____ "
Councilman Lob	" _____ "
Councilwoman Ator	" _____ "
Mayor Garcia	" _____ "

Zavier M. Garcia
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO LEGALITY AND FORM:


Jan K. Seiden, City Attorney

Miami Springs CITT Shuttle Ridership 2011, by day of the week by month

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>Total</u>	<u>AVG</u>
1st Monday	92	119	121	53	385	96
2nd Monday	120	112	70	104	406	102
3rd Monday	61 *	49 **	118	132	360	90
4th Monday	102	130	122	126	480	120
5th Monday	119	0	0	0	119	
Total	494 28%	410 23%	431 25%	415 24%	1,750	438
1st Tuesday	116	113	114	116	459	115
2nd Tuesday	102	124	132	123	481	120
3rd Tuesday	121	138	68	128	455	114
4th Tuesday	83	136	119	127	465	116
5th Tuesday			119		119	
Total	422	511	552	494	1,979	495
1st Wednesday	116	124	128	92	460	115
2nd Wednesday	128	131	141	130	530	133
3rd Wednesday	121	120	62	129	432	108
4th Wednesday	128	127	108	140	503	126
5th Wednesday			128		128	
Total	493	502	567	491	2,053	513
1st Thursday	126	163	94	140	523	131
2nd Thursday	125	123	120	124	492	123

3rd Thursday	135	129	61	136	461	115
4th Thursday	121	132	133	106	492	123
5th Thursday			143		143	
Total	507	547	551	506	2,111	528
1st Friday	114	109	122	126	471	118
2nd Friday	91	123	118	119	451	113
3rd Friday	53	73	73	118	317	79
4th Friday	103	130	119	68	420	105
5th Friday				116	116	
Total	361	435	432	547	1,775	444
Grand Total	2,277	2,405	2,533	2,453	9,668	2,417
AVG	108	120	110	117	403	121

<100 per day highlighted in yellow



**OFFICE OF THE CITY CLERK
MEMORANDUM**

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Magali Valls, City Clerk
DATE: May 19, 2011
SUBJECT: PENDING BOARD APPOINTMENTS

M. Valls

The following appointments are pending:

<u>APPOINTING COUNCILMEMBER</u>	<u>CURRENT MEMBER</u>	<u>TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT DATE</u>	<u>LAST APPOINTMENT DATE</u>
<u>Architectural Review Board</u>				
Mayor Xavier Garcia	Kathy Fleischman*	10-31-2012	10-25-2004	11-08-2010
<u>Code Review Board</u>				
Mayor Xavier Garcia	Connie Kostyra*	04-30-2012	03-28-1994	04-27-2009
<u>Disability Advisory Board</u>				
Councilman Espino – Group II	VACANT*	12-31-2010	VACANT	VACANT
Councilwoman Ator – Group IV	Roxana Garciga	12-31-2010	08-12-2002	12-10-2007
<u>Education Advisory Board</u>				
Mayor Xavier Garcia	Mindy McNichols***	05-31-2011	05-14-2001	06-08-2009
Councilman Espino – Group II	Debra Sheridan**	05-31-2011	06-25-2007	09-28-2009
Councilman Lob – Group III	John Salomon	05-31-2011	12-14-2009	12-14-2009
<u>Historic Preservation Board</u>				
Councilman Espino (Group II)	Yvonne Shonberger	02-28-2011	06-13-2005	02-11-2008
Councilwoman Ator – Group IV	M.A. Goodlett-Taylor***	01-31-2010	01-24-1983	01-22-2007
<u>Board of Parks and Parkways</u>				
Councilman Espino (Group II)	Jorge Filgueira**	04-30-2012	05-19-2009	05-19-2009

Memo to Council
May 19, 2011
Page 2

Recreation Commission

Councilman Espino – Group II Dr. Stephanie Kondy 04-30-2011 06-13-2005 04-14-2008

- * Kathy Fleischman resigned on April 19, 2011.
Connie Kostyra resigned on April 28, 2011.
Peter Newman resigned on August 1, 2009.
- ** Debra Sheridan had 3 absences as of February 15, 2011.
Jorge Filgueira had 3 absences as of May 12, 2011.
- *** Council confirmation required per §32.99 of the City Code of Ordinances: "..... No board member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any subsequent additional term shall be confirmed by a majority of City Council....."
- *** Council confirmation required per §153.11 of the City Code of Ordinances: "..... No board member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council....."

cc: City Manager
Assistant City Manager
City Attorney
Affected Board Members



City Manager Department
201 Westward Drive
Miami Springs FL 33166
305-805-5010

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Jim Borgmann, City Manager *[Signature]*
FROM: Ron Gorland, Assistant City Manager & Code Compliance Director *[Signature]*
DATE: May 18, 2011
SUBJECT: Supporting Color Palette Code Addition/Amendment Discussion

With Council's recent passing of the new commercial districts color palette, it is recommended that Council consider incorporating the following into a new ordinance and/ or revising existing ordinances to accommodate the following considerations:

1. Exterior painting of all commercial area buildings in an approved palette color is required by [Dec 31, 2012], unless the current paint job is less than 4 years old and already painted in a palette color
2. Consider providing an incentive such as a direct cost of paint reimbursement for up to \$1,000.00 for the first 25 buildings completing painting completed NLT [June 30, 2012]. Exclusions include property owners with any outstanding code violation at the time of painting
3. Penalty for non-compliance of painting by [12/31/12] is [\$100.00] per day until painting is completed beginning the date the citation is issued after 12/31/12
4. Exterior painting is acceptable in up to a combination of [three] palette colors only
5. Exterior painting must be permitted thru a new zero-cost permit
6. The City Manager must approve requested variations to the "shade" of the approved color palette (we already have request for a "shade" variation)

Agenda Item No.

City Council Meeting of:

MAY 23, 2011

AGENDA ITEM

9C

FLORIDA LEAGUE

OF CITIES

CONFERENCE

AD DESIGN

TO BE SUBMITTED

AT A LATER DATE



Agenda Item No.

City Council Meeting of:

5-23-2011

**OFFICE OF THE CITY CLERK
MEMORANDUM**

TO: Honorable Mayor Garcia and Members of the City Council

FROM: Magalí Valls, City Clerk and Supervisor of Elections

DATE: May 19, 2011

SUBJECT: WESTWARD DRIVE CHARTER AMENDMENT PETITIONS

As you all know, on March 15, 2011, I followed our normal procedures and submitted the 136 original petition forms received from the citizen group for signature verification to the Miami-Dade County Elections Department (Attachment "A").

On March 25, 2011, I received a "certification" (Attachment "B") of 1,054 matching signatures on the submitted petitions to the voter records on file with the Elections Department. Unfortunately, the "certification" was accompanied by correspondence of the same date (Attachment "C") which advised that for purposes of petition verification, five additional reviews were required to rule out any "disqualifying" characteristics, and that the Elections Department did not conduct the required reviews of the Miami Springs petitions submitted.

Obviously, since the other noted reviews in the correspondence were not conducted, it was impossible for me at that time to certify petition compliance to the City Council in order for a charter amendment election to be scheduled.

Fortunately, the City Manager and I were at the Elections Department shortly thereafter for general city election matters, and we discussed the March 25, 2011 correspondence with the Elections Supervisor, Lester Sola, who agreed to allow his staff to perform the omitted required petition reviews for the City (Attachment "D").

On April 6, 2011, the City received additional correspondence from the Elections Department (Attachment "E") that verified that the additional required petition reviews had been conducted and that "... *We have completed our review and find that based on the request in your letter none of the petitions meet requirement number 1. In addition, 26 petitions would not meet requirements numbers 2 through 5 (categories 1-5 contained in letter).*" Again, while the Department's correspondence was informative up to a point, it obviously failed to provide full and complete explanations of the deficiencies of the "26 petitions" not meeting the requirements of categories 2 through 5. The City Attorney and I then attempted to secure better explanations for the correspondence issues that remained unresolved (Attachment "F").

At that time I continued to conclude that I was still not able to certify the petitions to the City Council because of the missing information from the April 6th correspondence from the Elections Department. In addition, the City began receiving copies of citizen inquiries made directly to the Elections Department regarding the same issues of concern to the City, without receiving any information or further explanation in response.

On April 19, 2011, I forwarded a Memorandum to the Council to advise of the status of the petition verification process and that I, as your Supervisor of Elections, was placing the matter on the next regular City Council meeting agenda for discussion (Attachment "G").

At the next regular City Council meeting of April 25, 2011, you directed the City Attorney to send correspondence to the Elections Department Supervisor, and the County Attorney that represented the Department, to make a further attempt to secure the missing information and explanations from the Department's correspondence of April 6, 2011 (Attachment "H").

Following that meeting, at my request, the County Elections Department forwarded a copy of the proper "one signature per page" petition form that is currently being used by the County, and should have been used in the present charter amendment effort (Attachment "I"). It is, obviously, not hard to believe that if the proper form had been used, the petition irregularities and deficiencies would have been avoided.

Finally, despite my absence from the Regular City Council Meeting of May 9, 2011, I was subsequently advised that the City Attorney reported no additional information or explanations had been received to his correspondence of April 25, 2011 from the Elections Department, and that the City Council had directed me to determine the sufficiency of the petitions based upon the information currently at hand.

In accordance with the directions of the City Council to determine the sufficiency of the Westward Drive Charter Amendment Petitions, I hereby determine as follows:

1. Pursuant to the provisions of Miami-Dade County Code Section 12-23(2), the form of the submitted petitions was incorrect and therefore insufficient and has failed.
2. Pursuant to the provisions of Miami-Dade County Code Section 12-23(2)(G), the title and text of the petitions are not in English, Spanish and Creole as required and therefore are insufficient and have failed.
3. Pursuant to the provisions of Miami-Dade County Code Section 12-23(3)(A), the title and text of the petitions are not in English, Spanish and Creole as required and are therefore disqualified.

Memo to Council

May 19, 2011

Page Three

4. Pursuant to the provisions of Miami-Dade County Code Section 12-23 (B)(C)(D)(E), 26 of the 136 original petitions submitted fail to meet the requirements of subsections (B), (C), (D) and (E) and are therefore disqualified.

As required by law, a copy of this memorandum will be forwarded to Mr. Jaime Petralanda, on behalf of all petition circulators, to advise of the insufficiency, failure, and disqualification of the Westward Drive Charter Amendment Petitions submitted to the City.

Attachments:

Miami-Dade County Code Section 12-23.

Miami-Dade County Code Section 8.01

Miami-Dade County Code Section 9.07

cc: City Manager
Assistant City Manager
City Attorney

OFFICE OF THE CITY CLERK
201 WESTWARD DRIVE
MIAMI SPRINGS, FL 33166



TELEPHONE:
305-805-5006
FAX:
305-805-5028

March 15, 2011

Michelle McClain
Miami-Dade County Elections Department
2700 N. W. 87th Avenue
Doral, Florida 33172

RE: Citizens Petition – Westward Drive Charter Amendment

Dear Michelle:

I am submitting to you for verification 136 original petition forms containing signatures of Miami Springs voters.

Please follow your normal procedures to verify the petitions as soon as possible.

I will look forward to receiving your confirmation at the earliest opportunity.

Thank you, and please call me at 305-805-5006 if you should have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Magali Valls".

Magali Valls, CMC
City Clerk

Attachments

cc: City Council
City Manager
Assistant City Manager
City Attorney



Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-VOTE F 305-499-8547
TTY: 305-499-8480

miamidade.gov

CERTIFICATION

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Lester Sola, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that 1,054 signatures submitted by the City of Miami Springs for the Westward Drive Amendment of the City Charter matched the signatures on the voter files.

WITNESS MY HAND
AND OFFICIAL SEAL,
AT MIAMI, MIAMI-DADE
COUNTY, FLORIDA,
ON THIS 25th DAY OF
MARCH, 2011

Lester Sola
Supervisor of Elections
Miami-Dade County

Please submit a check for \$78.60 to our office payable to the "Board of County Commissioners" for the cost of verifying these signatures.

Delivering Excellence Every Day



Elections
 2700 NW 87th Avenue
 Miami, Florida 33172
 T 305-499-VOTE F 305-499-8547
 TTY: 305-499-8480

March 25, 2011

miamidade.gov

Magali Valls, CMC
 City of Miami Springs
 201 Westward Drive
 Miami Springs, FL 33166

Dear Ms. Valls:

The Miami-Dade Elections Department has completed the verification of the petitions for the Westward Drive Amendment of the City Charter. A total of 1,240 petitions were submitted and all of the petitions were reviewed for verification. Of the total 1,240 petitions, 1,054 were certified. There will be no charge for the additional petitions that were verified.

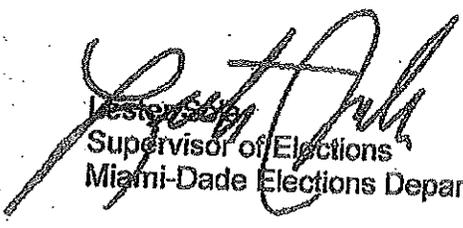
For purposes of petition verification, the Code of Miami-Dade County states that petitions shall be disqualified for the following reasons:

- Title not being in English, Spanish, and Creole
- Circulator was not a registered voter in Miami-Dade County
- Notary did not comply with F.S. 117.05
- Notary was the same person as the circulator
- Signatures of the circulator and the notary were dated earlier than any of the dates on which the electors signed the petition

However, for municipal petitions, my office does not review this information and encourages the municipality to ensure compliance with municipal charter or code requirements.

As such, please find the certification for the petition enclosed. Should you have any questions or concerns, please feel free to contact me at 305-499-8509 or Rosy Pastrana, Deputy Supervisor of Elections for Voter Services at 305-499-8548.

Sincerely,


 Supervisor of Elections
 Miami-Dade Elections Department

Enclosure (1)

Delivering Excellence Every Day

OFFICE OF THE CITY CLERK
201 WESTWARD DRIVE
MIAMI SPRINGS, FL 33166



TELEPHONE:
305-805-5006
FAX:
305-805-5028

March 31, 2011

Mr. Lester Sola
Supervisor of Elections
Miami-Dade Elections Department
2700 N. W. 87th Avenue
Miami, Florida 33172

Re: Westward Drive Amendment of the City Charter

Dear Mr. Sola:

The City is in receipt of the Certification of voter signatures and your correspondence of March 25, 2011 regarding the Westward Drive amendment of the City Charter.

With reference to our recent conversation, the City is returning to you the 136 original petition forms previously submitted on March 15th so that you may conduct the following petition reviews noted in your correspondence which were not initially performed:

- Title not being in English, Spanish, and Creole
- Circulator was not a registered voter in Miami-Dade County
- Notary did not comply with F.S. 117.05
- Notary was the same person as the circulator
- Signatures of the circulator and the notary were dated earlier than any of the dates on which the electors signed the petition

Please advise of the results of the foregoing petition reviews, and the City will, of course, reimburse your office for all costs incurred.

We thank you in advance for your assistance.

Sincerely,

Magali Valls, CMC
City Clerk

cc: City Council
City Manager
City Attorney



April 6, 2011

Magali Valls, CMC
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Re: Westward Drive Amendment of the City Charter

Dear Ms. Valls:

This letter is provided in response to your letter of March 31, 2011 and as an update to my letter of March 25, 2011.

In your letter, you ask that we review the petitions for the above referenced Amendment to the City Charter for the following items:

1. Title not being in English, Spanish, and Creole
2. Circulator was not a registered voter in Miami-Dade County
3. Notary did not comply with F.S. 117.05
4. Notary was the same person as the circulator
5. Signatures of the circulator and the notary were dated earlier than any of the dates on which the electors signed the petition

We have completed our review and find that based on the request in your letter none of the petitions meet requirement number 1. In addition, 26 petitions would not meet requirements numbers 2 through 5.

Please note that our original certification regarding our review of the signatures on the petition stands. The information provided in this letter is only in response to your letter and the ultimate decision on whether to reject these petitions remains yours. Should you have any questions or concerns, please feel free to contact me at 305-499-8509 or Rosy Pastrana, Deputy Supervisor of Elections for Voter Services at 305-499-8548.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester Sola". The signature is fluid and cursive, with a large initial "L" and "S".

Lester Sola
Supervisor of Elections
Miami-Dade Elections Department

Enclosure (1)



**OFFICE OF THE CITY CLERK
MEMORANDUM**

TO: Honorable Mayor Bain and Members of the City Council
Honorable Mayor Elect Xavier Garcia

FROM: Magalí Valls, CMC, City Clerk *M. Valls*

DATE: April 11, 2011

SUBJECT: Citizen Petition – Westward Drive Charter Amendment

Attached is the most recent correspondence from the Miami-Dade County Elections Department in regard to the pending review of the Westward Drive amendment citizens' petition.

In light of the questions raised in the third paragraph, the City Attorney and I are endeavoring to solicit a better explanation regarding the review process from the Elections Department.

We will keep you advised.

cc: City Manager
Assistant City Manager
City Attorney
Jaime Petralanda



**OFFICE OF THE CITY CLERK
MEMORANDUM**

TO: Honorable Mayor Garcia and Members of the City Council

FROM: Magali Valls, City Clerk *Magali Valls*

DATE: April 19, 2011

SUBJECT: WESTWARD DRIVE CHARTER AMENDMENT PETITIONS

I have continued to provide all of you with copies of the relevant correspondence and documents received regarding the review procedures conducted on the Westward Drive Charter Amendment Petitions by the Miami-Dade County Elections Department.

As you are aware, I returned the petitions to the Elections Department following the signature verification process, so that the Elections Department could review the petitions for sufficiency in the five other categories specified in the Elections Department correspondence to the City.

The next correspondence received from the Elections Department noted certain potentially disqualifying violations related to the reviewed petitions. Unfortunately, despite calls from the City Attorney (to the County Attorney) and me (to the Elections Department), we have been unable to secure more detailed information in regard to why "... 26 petitions would not meet requirements numbers 2 through 5".

In light of the foregoing circumstances, I am obviously not able to provide all the information you may need to evaluate the validity of the Charter Amendment Petitions and to decide upon a future course of action for the petitions.

As your Supervisor of Elections, I am respectfully placing the matter on the next regular agenda for a discussion of the alternatives available to the City Council.

Attachments

- cc: City Manager
- Assistant City Manager
- City Attorney



96
Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-VOTE F 305-499-8547
TTY: 305-499-8480

miamidade.gov

CERTIFICATION

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Lester Sola, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that 1,054 signatures submitted by the City of Miami Springs for the Westward Drive Amendment of the City Charter matched the signatures on the voter files.

WITNESS MY HAND
AND OFFICIAL SEAL,
AT MIAMI, MIAMI-DADE
COUNTY, FLORIDA,
ON THIS 25th DAY OF
MARCH, 2011

Lester Sola
Supervisor of Elections
Miami-Dade County.

Please submit a check for \$78.60 to our office payable to the "Board of County Commissioners" for the cost of verifying these signatures.

Delivering Excellence Every Day



March 25, 2011

Magali Valls, CMC
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Dear Ms. Valls:

The Miami-Dade Elections Department has completed the verification of the petitions for the Westward Drive Amendment of the City Charter. A total of 1,240 petitions were submitted and all of the petitions were reviewed for verification. Of the total 1,240 petitions, 1,054 were certified. There will be no charge for the additional petitions that were verified.

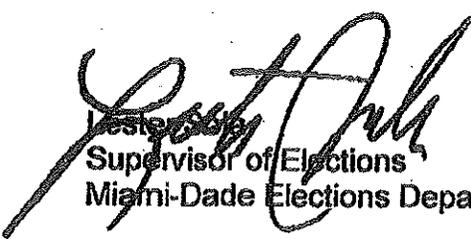
For purposes of petition verification, the Code of Miami-Dade County states that petitions shall be disqualified for the following reasons:

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However, for municipal petitions, my office does not review this information and encourages the municipality to ensure compliance with municipal charter or code requirements.

As such, please find the certification for the petition enclosed. Should you have any questions or concerns, please feel free to contact me at 305-499-8509 or Rosy Pastrana, Deputy Supervisor of Elections for Voter Services at 305-499-8548.

Sincerely,


Lester
Supervisor of Elections
Miami-Dade Elections Department

Enclosure (1)

Believing Excellence Every Day



March 31, 2011

Mr. Lester Sola
Supervisor of Elections
Miami-Dade Elections Department
2700 N. W. 87th Avenue
Miami, Florida 33172

Re: Westward Drive Amendment of the City Charter

Dear Mr. Sola:

The City is in receipt of the Certification of voter signatures and your correspondence of March 25, 2011 regarding the Westward Drive amendment of the City Charter.

With reference to our recent conversation, the City is returning to you the 136 original petition forms previously submitted on March 15th so that you may conduct the following petition reviews noted in your correspondence which were not initially performed:

- Title not being in English, Spanish, and Creole
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- Notary did not comply with F.S. 117.05
- Notary was the same person as the circulator
- Signatures of the circulator and the notary were dated earlier than any of the dates on which the electors signed the petition

Please advise of the results of the foregoing petition reviews, and the City will, of course, reimburse your office for all costs incurred.

We thank you in advance for your assistance.

Sincerely,

Magali Valls, CMC
City Clerk

cc: City Council
City Manager
City Attorney

April 6, 2011

Magali Valls, CMC
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Re: Westward Drive Amendment of the City Charter

Dear Ms. Valls:

This letter is provided in response to your letter of March 31, 2011 and as an update to my letter of March 25, 2011.

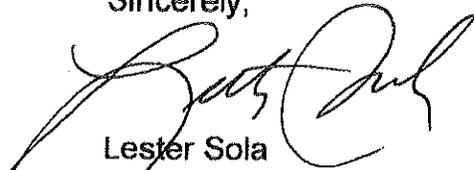
In your letter, you ask that we review the petitions for the above referenced Amendment to the City Charter for the following items:

1. Title not being in English, Spanish, and Creole
2. Circulator was not a registered voter in Miami-Dade County
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4. Notary was the same person as the circulator
5. Signatures of the circulator and the notary were dated earlier than any of the dates on which the electors signed the petition

We have completed our review and find that based on the request in your letter none of the petitions meet requirement number 1. In addition, 26 petitions would not meet requirements numbers 2 through 5.

Please note that our original certification regarding our review of the signatures on the petition stands. The information provided in this letter is only in response to your letter and the ultimate decision on whether to reject these petitions remains yours. Should you have any questions or concerns, please feel free to contact me at 305-499-8509 or Rosy Pastrana, Deputy Supervisor of Elections for Voter Services at 305-499-8548.

Sincerely,



Lester Sola
Supervisor of Elections
Miami-Dade Elections Department

Enclosure (1)



**OFFICE OF THE CITY CLERK
MEMORANDUM**

TO: Honorable Mayor Bain and Members of the City Council
Honorable Mayor Elect Xavier Garcia

FROM: Magali Valls, CMC, City Clerk

DATE: April 11, 2011

SUBJECT: Citizen Petition – Westward Drive Charter Amendment

Attached is the most recent correspondence from the Miami-Dade County Elections Department in regard to the pending review of the Westward Drive amendment citizens' petition.

In light of the questions raised in the third paragraph, the City Attorney and I are endeavoring to solicit a better explanation regarding the review process from the Elections Department.

We will keep you advised.

cc: City Manager
Assistant City Manager
City Attorney
Jaime Petralanda

Orshan, Lithman, Seiden, Ramos, Hatton, Huesmann & Fajardo, LLP
 A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

150 Alhambra Circle
 Suite 1150
 Coral Gables, Florida 33134

Tel: (305) 858-0220
 Fax: (305) 854-6810

Attorneys at Law

Robert D. Orshan
 Robert P. Lithman
 Jan K. Selden
 Jorge H. Ramos
 David L. Hatton
 Nicole J. Huesmann
 Ariana Fajardo

Jamie Segal Davis
 Rachel Klasterin Samek

April 27, 2011

Lester Sola, Supervisor of Elections
 Miami-Dade County Elections Department
 2700 NW 87th Avenue
 Miami, FL 33172

**RE: Westward Drive Charter Amendment
 Petition Review**

Dear Mr. Sola:

At the regular Miami Springs Council meeting of April 25, 2011, the City Council unanimously requested that I write to you to request a more detailed explanation of your correspondence of April 6, 2011 to City Clerk Magali Valls (copy enclosed).

Specifically, your correspondence contained the statement that ". . . 26 petitions would not meet requirements numbers 2 through 5 (referring to the listing set forth in the correspondence)." Unfortunately, the referenced statement, without providing a more detailed explanation of the specific deficiencies, creates more questions than it answers.

As a result, the City's Supervisor of Elections (Ms. Valls) has been unable to advise the City Council that the petition signatures have received an unqualified "certification" from your office. It is, therefore, essential that the City receive a full and complete explanation as to how or why it was determined that the "26 petitions" failed to meet review requirements.

Please be assured that, except as previously requested herein, it is not the City's intention to require any further decision or judgment from your department in regard to the sufficiency of the reviewed petitions, and that the Miami Springs City Council will make the final determination whether the petitions are disqualified or sufficient for placement on a future ballot for voter consideration.

In addition, in regard to a separate but related matter to the foregoing, could you please advise when the "one signature per page petitions" first became available for use by the general citizenry.

Lester Sola, Supervisor of Elections
Page Two

April 27, 2011

We apologize for any disruption or inconvenience this matter has created within your department, and await your prompt response.

Sincerely,



JAN K. SEIDEN

JKS:jll

Enclosure

cc: City Manager
City Clerk
Mayor and City Council
Oren Rosenthal, Assistant County Attorney

Jan Seiden

From: Magali Valls [vallsm@miamisprings-fl.gov]
Sent: Thursday, April 28, 2011 12:00 PM
To: Jan Seiden; James R. Borgmann; Ronald K. Gorland; Councilman Bob Best; Councilman Dan Espino; Councilman George V. Lob; Councilwoman Jennifer Ator; Mayor Xavier Garcia
Cc: Magali Valls
Subject: FW: Initiative Petition Form - County
Attachments: Petition template final CAO approved 11-23-09.doc
 I am forwarding this e-mail to you at the request of the City Attorney.

As you will see, the one signature petition form was approved by the County Attorney's Office on November 23, 2009.

*Magali Valls, CMC
 City Clerk
 City of Miami Springs
 201 Westward Drive
 Miami Springs, FL 33166
 Telephone: 305.805.5006
 Fax: 305.805.5028
 e-mail: vallsm@miamisprings-fl.gov*



From: Reyes, Zeida (Elections) [mailto:zeidar@miamidade.gov]
Sent: Wednesday, April 06, 2011 3:14 PM
To: Magali Valls
Subject: Initiative Petition Form - County

Sorry it took so long. Per our conversation, attached is a sample of the Initiative Petition form used by the County. There may be a ballot question on the May 24 election which could affect the form (notary requirements). I'll keep you posted if it changes.

Zeida E. Reyes
 Elections Coordination Manager
 Office of Governmental Affairs
Miami-Dade County Elections Department
 305-499-8405 Phone 305-499-8547 Fax
zeidar@miamidade.gov
www.miamidade.gov/elections
"Delivering Excellence Every Day"
"Con Excelencia, Día Tras Día"
"Livre Bon Kalite Sèvis Chak Jou"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

4/28/2011

Ballot Title (Must appear in English, Spanish, and Creole)

If the title of the Ordinance or Charter Provision to be enacted or repealed does not fit on this page, you are required to attach it to the petition.

Si el título de la ordenanza o disposición de la Carta Constitucional que será promulgada o revocada no cabe en esta página, usted tendrá que adjuntarla a la petición.

Si tit òdonans oswa dispozisyon nan Konstitisyon an ki pou adopte oswa revoke a pa ka rantre nan paj sa-a, w dwe tache li ak petisyon an.

Ballot Text (Must appear in English, Spanish, and Creole)

If the text of the Ordinance or Charter Provision to be enacted or repealed does not fit on this page, you are required to attach it to the petition.

Si el texto de la ordenanza o disposición de la Carta Constitucional que será promulgada o revocada no cabe en esta página, usted tendrá que adjuntarla a la petición.

Si tèks òdonans oswa dispozisyon nan Konstitisyon an ki pou adopte oswa revoke a pa ka rantre nan paj sa-a, w dwe tache li ak petisyon an.

Write information below / Escriba la información abajo / Ekri enfòmasyon an pi ba la-a:

Print Name
Escriba su nombre en letra de imprenta
Ekri non an gwo lèt

Date / Fecha / Dat

Residence Address or Precinct Number
Dirección de su domicilio o número del recinto
Adrès kay oswa nimewo biwo vòt

Check if change of address / Marque aquí si cambió de domicilio / Make si se chanjman adrès

Date of Birth or Voter Registration/Information Number
Fecha de nacimiento o número de inscripción/información del elector
Dat nesans oswa nimewo enskripsyon/enfòmasyon votè

Signature
Firma
Siyati

Any individual who knowingly signs more than one petition or who attempts to sign another person's name, or a fictitious name, shall be punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail for a period not to exceed sixty (60) days, or by both.

A toda persona que a sabiendas firme más de una petición o que intenta firmar por otra persona o un nombre ficticio, será castigado con una multa que no exceda de quinientos dólares (\$500.00) o con prisión en la cárcel del condado por un periodo que no exceda de sesenta (60) días, o con ambas penas.

Nenpòt moun ki an tout kòmanchman oswa yon fo non, va jwenn anprizonman nan

This is only a sample form and not meant to represent all of the requirements of Section 12-23 of the Code of Miami-Dade County. It is the responsibility of the person(s) initiating a petition to ensure their conformance to the petition process, form requirements and the acceptance of petition signatures.

I, _____
am a resident
signature
signature
signature
ce

STATE OF

Sworn to (or

identification

Signature of Notary Public.

MIAMI-DADE COUNTY CODE

CHAPTER XII

Sec. 12-23. - Initiative, referendum and recall petitions—Verification of signatures; disqualification of non-complying petitions; prohibition on improper signature gathering practices.

(1)

No person may circulate a petition or solicit signatures unless he or she is a registered elector in Miami-Dade County.

(2)

Form of Petition. All petitions for initiative, referendum, and recall submitted pursuant to Article 7 of the Miami-Dade County Home Rule Charter shall be in 12-point font with no more than one signature per page and in a format determined by the Supervisor of Elections; providing, however, each petition shall contain the following information:

A.

A statement in each petition circulator's own handwriting, setting forth his or her own name, both in printed and signature form.

B.

The residence address of the circulator.

C.

Dates between which all the signatures on each individual petition were obtained.

D.

A sworn statement that the circulator personally circulated the petition, witnessed each signature as it was being written and that to the best information and belief of the circulator, each signature is the genuine signature of the person whose name it purports to be.

E.

A sworn statement signed by the circulator certifying to the truthfulness and the correctness of the certificate set forth in Section (1)(D) hereof; stating that it is being given under penalty of perjury under the laws of the State of Florida; and setting forth the date and the place of execution of the certification.

F.

Any individual who knowingly signs more than one petition or who attempts to sign another person's name, or a fictitious name, shall be punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail for a period not to exceed sixty (60) days, or by both.

G.

The title and text in English, Spanish, and Creole of the ordinance or the Charter provision sought to be enacted or repealed.

(3)

Disqualification of Forms. Within thirty (30) days, excluding weekends and legal holidays, of the date of filing a petition of initiative or referendum, the Supervisor of Elections, or in the case of recall, the Clerk of the Circuit Court, shall disqualify the following petition forms:

A.

Those that do not include in English, Spanish and Creole the title and text of the ordinance or the Charter provision sought to be enacted or repealed.

B.

Those that do not comply with any one or more of the provisions relating to the circulator set forth in Section (1) hereof.

C.

Those where the notary failed to comply with the provisions of F.S. § 117.05, requiring the notary to certify that to the best of his or her knowledge he or she

knows the circulator or has seen documentary evidence to substantiate the authenticity of the circulator.

D.

Those where the notary is the same person as the circulator.

E.

Those where the signatures of the circulator or notary are dated earlier than the dates on which the electors signed the petition.

(4)

Disqualification of Signatures. The Supervisor of Elections in the case of the initiative or referendum, or the Clerk of the Circuit Court in the case of recall, shall disqualify the following signatures:

A.

Those signatures that are not accompanied by a residence address or precinct number of the voter.

B.

Those signatures that are illegible.

C.

Those signatures not dated.

D.

Those signatures representing persons who were not registered voters in Miami-Dade County on the date they signed the petition.

E.

The second and any additional signatures of an otherwise eligible voter.

F.

Those signatures that appear different to the extent that it cannot be determined that the person signing the petition and the person who is registered to vote are one and the same.

G.

Any signature that, within fifteen (15) days, excluding weekends and legal holidays, of the date of filing the petition, the signer, on a form prescribed by the Supervisor of Elections, has withdrawn his or her signature because the signature was fraudulently obtained.

(4)

Prohibited Signature Gathering Practices

A.

It shall be unlawful for any person, entity, or elector intentionally to make or cause to be made any false statement concerning the contents or effect of any petition for initiative, referendum, or recall submitted pursuant to Article 7 of the Miami-Dade County Home Rule Charter to any person who is requested to sign any such petition or who makes an inquiry with reference to any such petition and who relies on such statement.

B.

Any person, entity, or elector convicted of a violation of section 12-23(4)A of this Code shall be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail not more than sixty (60) days, or by both such fine and imprisonment.

(Ord. No. 01-181, §§ 1—3, 11-6-01; Ord. No. 06-167, § 1, 11-28-06; Ord. No. 06-168, § 1, 11-28-06; Ord. No. 07-39, § 1, 3-6-07)

ARTICLE 8. - INITIATIVE, REFERENDUM, AND RECALL

SECTION 8.01. - INITIATIVE AND REFERENDUM.

SECTION 8.02. - RECALL.

SECTION 8.01.- INITIATIVE AND REFERENDUM.

The electors of the county shall have the power to propose to the Board of County Commissioners passage or repeal of ordinances and to vote on the question if the Board refuses action, according to the following procedure:

1. The person proposing the exercise of this power shall submit the proposal, including proposed ballot language to the Clerk of the Circuit Court who shall without delay approve as to form a petition for circulation in one or several copies as the proposer may desire. A public hearing shall be held on the proposal at the next Board of County Commissioner meeting subsequent to the date the Clerk approves the petition as to form.
2. The person or persons circulating the petition shall, within 60 days of the approval of the form of the petition, obtain the valid signatures of voters in the county in numbers at least equal to four percent of the registered voters in the county on the day on which the petition is approved, according to the official records of the County Supervisor of Elections. In determining the sufficiency of the petition, no more than 25 percent of the valid signatures required shall come from voters registered in any single county commission district. Each signer of a petition shall place thereon, after his name, the date, and his place of residence or precinct number. Each person circulating a copy of the petition shall attach to it a sworn affidavit stating the number of signers and the fact that each signature was made in the presence of the circulator of the petition.
3. The signed petition shall be filed with the Board which shall within 30 days order a canvass of the signatures thereon to determine the sufficiency of the signatures. If the number of signatures is insufficient or the petition is deficient as to form or compliance with this Section, the Board shall notify the person filing the petition that the petition is insufficient and has failed.
4. The Board may within 30 days after the date a sufficient petition is presented adopt the ordinance as submitted in an initiatory petition or repeal the ordinance referred to by a referendary petition. If the Board does not adopt or repeal the ordinance as provided above, then the proposal shall be placed on the ballot without further action of the Board.
5. If the proposal is submitted to the electors, the election shall be held either:
 - (a) In the next scheduled county-wide election, or
 - (b) If the petition contains the valid signatures in the county in numbers at least equal to eight percent of the registered voters in the county, the election shall take place on the first Tuesday after 120 days from certification of the petition. The result shall be determined by a majority vote of the electors voting on the proposal.
6. An ordinance proposed by initiatory petition or the repeal of an ordinance by referendary petition shall be effective on the day after the election, except that:
 - (a) Any reduction or elimination of existing revenue or any increase in expenditures not provided for by the current budget or by existing bond issues shall not take effect until the beginning of the next succeeding fiscal year; and
 - (b) Rights accumulated under an ordinance between the time a certified referendary petition against the ordinance is presented to the Board and the repeal of the ordinance by the voters, shall not be enforced against the county; and
 - (c) Should two or more ordinances adopted at the same election have conflicting provisions, the one receiving the highest number of votes shall prevail as to those provisions.
7. An ordinance adopted by the electorate through initiatory proceedings shall not be amended or repealed by the Board for a period of one year after the election at which it was adopted, but thereafter it may be amended or repealed like any other ordinance.

SECTION 8.02.- RECALL.

SECTION 9.05.- EXISTING FRANCHISES, CONTRACTS, AND LICENSES.

All lawful franchises, contracts, and licenses in force on the effective date of this Charter shall continue in effect until terminated or modified in accordance with their terms or in the manner provided by law or this Charter.

SECTION 9.06.- EFFECT OF THE CHARTER.

- A. This Charter shall be liberally construed in aid of its declared purpose, which is to establish effective home rule government in this county responsive to the people. If any Article, Section, subsection, sentence, clause, or provision of this Charter or the application thereof shall be held invalid for any reason, the remainder of the Charter and of any ordinances or regulations made thereunder shall remain in full force and effect.
- B. Nothing in this Charter shall be construed to limit or restrict the power and jurisdiction of the Florida Railroad and Public Utilities Commission.

SECTION 9.07.- AMENDMENTS.

- A. Amendments to this Charter may be proposed by a resolution adopted by the Board of County Commissioners or by petition of electors numbering not less than ten percent of the total number of electors registered in Dade County at the time the petition is submitted. An initiative petition to amend this Charter shall be submitted, together with proposed ballot language, to the Clerk of the Circuit Court, who shall without delay approve as to form a petition for circulation in one or several copies as the proposer may desire. Initiatory petitions shall be certified in the manner required for initiatory petitions for an ordinance.
- B. Amendments to this Charter may be proposed by initiatory petitions of electors. The Board of County Commissioners shall call an election to be held within 60-120 days of the date that a certified petition is presented to the County Commission. Such election shall be called in conjunction with a countywide election; however, if no countywide election is scheduled to occur within 60-120 days of presentation, a special election on the petition shall be called.
- C. Amendments to this Charter may be proposed by the Board of County Commissioners at any time. Elections on charter amendments proposed by the Board shall be held not less than 60 nor more than 120 days after the Board adopts a resolution proposing any amendment.
- D. The result of all elections on charter amendments shall be determined by a majority of the electors voting on the proposed amendment.

SECTION 9.08.- REVISIONS.

At least once in every 5 year period the Board shall review the Charter and determine whether or not there is a need for revision. If the Board determines that a revision is needed, it shall establish a procedure for the preparation of a proposed revision of the Charter. The proposed revision shall then be presented to the Board for review, modification and approval. If the Board approves such proposed revision, either with or without modification, it shall present such proposed revision to the electorate in accordance with the provisions of Section 9.07(C) and (D). Simultaneous elections may be held on a proposed revision and on individual amendments that are proposed.

SECTION 9.09.- EFFECTIVE DATE.

This Charter shall become effective 60 days after it is ratified by a majority of the qualified electors of the county voting on the Charter.

SECTION 9.10.- COMMISSION AUDITOR.

There is hereby created and established the Office of the Commission Auditor. The Commission Auditor, who shall be a certified public accountant, will be selected by the County Commission and shall report directly to the County Commission. The County Commission shall provide by ordinance for the specific functions and responsibilities of the Commission Auditor, which shall include but not be limited to providing the Commission with independent budgetary, audit, management, revenue forecasting, and fiscal analyses of commission policies, and county services and contracts.