



*CITY OF MIAMI SPRINGS, FLORIDA*

Mayor Xavier M. Garcia

Vice Mayor Michael Windrem  
Councilman George V. Lob

Councilman Billy Bain  
Councilman Jaime A. Petralanda

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

**AGENDA  
REGULAR MEETING  
Monday, June 10, 2013 – 7:00 p.m.  
Council Chambers – City Hall  
201 Westward Drive – Miami Springs**

1. **Call to Order/Roll Call**
2. **Invocation:** Councilman Bain  
**Salute to the Flag:** Audience participation
3. **Awards & Presentations:**
  - A) Yard of the Month Award – Jorge Montero & Marta Varona – 162 De Leon Drive
4. **Open Forum:** Persons wishing to speak on items of general city business, please sign the register located on the speaker's stand before the meeting begins
5. **Approval of Council Minutes:**
  - A) 05-28-2013 – Regular Meeting

**6. Reports from Boards & Commissions:**

- A) 05-21-2013 – Education Advisory Board – Minutes
- B) 06-03-2013 – Zoning and Planning Board – Minutes
- C) 06-04-2013 – Code Enforcement Board – Cancellation Notice
- D) 06-05-2013 – Architectural Review Board – Cancellation Notice
- E) 06-03-2013 – Board of Adjustment – Approval of Actions Taken at their Meeting of June 3, 2013, Subject to the 10-day Appeal Period

**7. Public Hearings:**

- A) Second Reading – Ordinance No. 1055-2013 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 70-02, Red Light Camera Enforcement, by Adopting and Implementing the Amendments and Newly Enacted Provisions of State Law Contained in CS/CS/HB7125; Providing for the Adoption and Implementation of Future Amendments and Statutory Provisions; Authorizing the Creation of a Local Hearing Officer Process Consistent with State Law; Repealing All Ordinances or Parts of Ordinances in Conflict; Effective Date (First Reading: 5-28-2013 – Advertised: 5-31-2013)

**8. Consent Agenda:**

- A) Approval of the City Attorney's Invoice for May 2013 in the Amount of \$13,284.00
- B) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure not to Exceed \$15,216.00, to Lou's Police Distributors, Inc., for Police Uniforms, Pursuant to Section 31.11 (E) (6) (g) of the City Code
- C) Recommendation that Council Award a Bid to Vac-Con Inc., Utilizing HGAC Contract # SC01-12 in the Amount of \$271,195.00. for a Vac-Con Truck, Pursuant to Section 31.11 (E) (5) of the City Code
- D) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$27,005.00 to Distreebutors, for Tree Planting, Pursuant to Section 31.11 (E) (6) (g) of the City Code
- E) Recommendation that Council Approve an Expenditure to Royal Rent-A-Car Systems of Florida, the Lowest Responsible Quote, in the Amount of \$19,296.00, for the Monthly Rental of Two Vehicles (for a Twelve-Month Period), Pursuant to Section 31.11 (C) (2) of the City Code

**9. Old Business:**

- A) Appointments to Advisory Boards by the Mayor and Council Members

9. **Old Business: (continued)**

- B) Recommendation that Council Waive the Competitive Bid Process and Approve a Lease Agreement with Club Car in the Amount of \$256,050.00 for Seventy-Five (75) 2014 Gasoline Powered Carts for a Five-Year Term
- C) Ordinance No. 1054-2013 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 150-015, Parking of Commercial Vehicles in City Limits, to Update and Clarify Which Commercial Vehicles May or May not be Parked in the Residential, Multi-Family Residential, Business, and Commercial Zoning Districts of the City; Repealing all Ordinances or Parts of Ordinances in Conflict; Effective Date (Draft discussed during the 5-13-13 and 5-28-13 meetings)
- D) Code Compliance Revision Recommendations Regarding Commercial Vehicles in Commercial Districts (Carried forward from the 5-13-13 meeting and discussed: 5-28-2013)
- E) List of Codes to be Reviewed (Discussed: 5-28-2013)

10. **New Business:**

- A) Consideration of Request from the Optimist Club for a \$2,000 Donation for Their Fishing Tournament on the Circle on June 8, 2013
- B) City Clerk Succession Plan
- C) City Clerk Recruitment Process
- D) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$21,600.00 to Kelly Janitorial Systems for City-Wide Janitorial Services, Pursuant to Section 31.11 (E) (6) (g) of the City Code
- E) Appointment of Official Voting Delegate to the 87<sup>th</sup> Florida League of Cities Annual Convention and Confirmation of Attendance by Council Members
- F) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$151,224.00, to Greater Miami Caterers, Inc., for Catering Services for the City of Miami Springs Senior Center's Nutrition Programs for the Elderly, Pursuant to Section §31.11 (E)(6)(g) of the City Code and Pursuant to the Contract Renewal Option Provided by the City's Existing Contract/Contract Vendor for an Additional 12 Month Period, From August 1, 2013 Through July 31, 2014, at the Requested Unit Costs Provided

10. **New Business: (continued)**

- G) Resolution No. 2013-3583 – A Resolution of the City Council of the City of Miami Springs Vacating that Certain Alley Located Between 640 Curtiss Parkway and 157 Deer Run; Providing for the Equal Division of the Alley Area; Directions to the City Clerk; Effective Date
- H) Recommendation that Council Award an RFP to Toshiba America Business Solutions, Inc., Utilizing the State of Florida Contract # 600-000-11-1, in the Amount of \$12,876.24. for Copier Leases Citywide, Pursuant to Section 31.11 (E) (5) of the City Code

11. **Other Business: None**

12. **Reports & Recommendations:**

- A) City Attorney
- B) City Manager
- C) City Council

13. **Adjourn**

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If any person decides to appeal any decision of this Board with respect to any matter considered, s/he will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made (F. S. 286.0105), all of which the City does not provide.

\*\*\*\*\*  
In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: (305) 805-5006, no later than (7) days prior to the proceeding.

\*\*\*\*\*  
Pursuant to Sec. 2-11.1 (S) of the Miami-Dade County Code and Miami Springs Code of Ordinances Chapter 33 - §33-20, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk.

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# **CERTIFICATE OF RECOGNITION**

Presented to

***Jorge Montero & Marta Varona***

Of

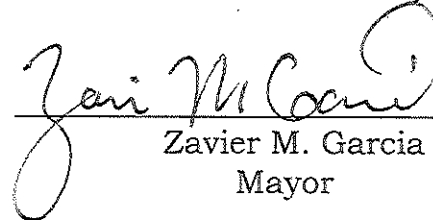
***162 De Leon Drive***

for their home being designated as

***“YARD OF THE MONTH”  
JUNE 2013***

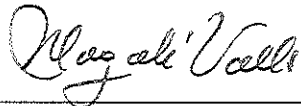
Presented this 10<sup>th</sup> day of June 2013.

**CITY OF MIAMI SPRINGS, FLORIDA**

  
Zavier M. Garcia  
Mayor



**ATTEST:**



Magali Valls, CMC  
City Clerk



**DRAFT**

*City of Miami Springs, Florida*

The Miami Springs City Council held a **REGULAR MEETING** in the Council Chambers at City Hall on Tuesday, May 28, 2013, at 7:00 p.m.

**1. Call to Order/Roll Call**

The meeting was called to order at 7:11 p.m.

The following were present:

Mayor Xavier M. Garcia  
Vice Mayor Michael Windrem  
Councilman Billy Bain  
Councilman George V. Lob  
Councilman Jaime A. Petralanda

Also Present:

City Manager Ronald K. Gorland  
Assistant City Manager/Finance Director William Alonso  
City Attorney Jan K. Seiden  
Chief of Police Peter G. Baan  
Recreation Director Omar L. Luna  
City Clerk Magali Valls  
Clerical Assistant Elora R. Sakal

**2. Invocation:** Vice Mayor Windrem offered the invocation.

**Salute to the Flag:** Students from the Academy for International Education Charter School led the audience in the Pledge of Allegiance and Salute to the Flag.

The Mayor presented baseball caps to the students who participated in the salute to the flag.

**3. Awards & Presentations:**

**3A) Proclamation – Robert ‘Bob’ Haworth Day**

Mayor Garcia proclaimed May 28, 2013 to be Robert ‘Bob’ Haworth Day in recognition of his service as the Commissioner of the Miami Springs Coed Church Softball League from 1996 until 2013.

Mr. Haworth said that he is honored to be recognized and the softball league brought the churches in the community together which is a good example of Christianity in the City.

**3B) Officer of the Month Award – April 2013 – Officer Darryl Cates**

Chief of Police Peter G. Baan presented the Officer of the Month Award for April 2013 to Officer Darryl Cates who was nominated by Sergeant Quintanilla.

Sergeant Quintanilla read his nomination letter stating that on April 1, 2013, Officer Darryl Cates and Officer Oscar Garcia responded to a suspicious incident call at 580 Hunting Lodge Drive that resulted in the apprehension and arrest of two juveniles who were charged with a total of 32 criminal charges, 26 of them being felonies, and solving 19 police report cases.

Sergeant Quintanilla said that Officer Cates showed his police experience and intuition by staying in the area; he conducted a flawless perimeter, there was nowhere for the subjects to run and they were taken into custody without incident. Officer Cates has been the most productive officer for the month of March, as well as the entire year of 2013.

Chief of Police Baan complimented Officer Cates for his enthusiasm and for doing a great job every day.

Officer Cates thanked the Mayor and Council. He gave credit to an alert citizen and his dogs who knew something was wrong and called the Police Department. It was a team effort with Sergeant Quintanilla and the officers who were working that night to establish the perimeter and the Detective Bureau began their work to solve the cases. Officer Cates introduced his wife Leah and family members who were present in the audience.

**4. Open Forum:**

No speakers.

**5. Approval of Council Minutes:**

**5A) 05-13-2013 – Regular Meeting**

Minutes of the May 13, 2013 Regular Meeting were approved as written.

**Councilman Bain moved the item. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.**

**6. Reports from Boards & Commissions:**

**6A) 05-09-2013 – Board of Parks and Parkways – Minutes**

Minutes of the May 9, 2013 Board of Parks and Parkways meeting were received for information without comment.

**6B) 05-16-2013 – Historic Preservation Board – Minutes**

Minutes of the May 16, 2013 Historic Preservation Board meeting were received for information without comment.

**6C) 05-20-2013 – Revitalization and Redevelopment Ad-Hoc Committee – Cancellation Notice**

Cancellation Notice of the May 20, 2013 Revitalization and Redevelopment Ad-Hoc Committee meeting was received for information without comment.

**6D) 05-23-2013 – Code Review Board – Cancellation Notice**

Cancellation Notice of the May 23, 2013 Code Review Board meeting was received for information without comment.

**6E) 05-28-2013 – Ecology Board – Cancellation Notice**

Cancellation Notice of the May 28, 2013 Ecology Board meeting was received for information without comment.

**7. Public Hearings:**

None.

**8. Consent Agenda:**

**8A) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure of \$258,750 Over the Next Five Years, to Yamaha Motor Corporation for Leasing of Golf Carts, Pursuant to Section §31.11 (E)(6)(g) of the City Code and Pursuant to the Contract Renewal Option Provided by the City's Existing Contract/Contract Vendor for an Additional 5 Year Period**

Item was pulled from the agenda by City Manager Gorland.

*Agenda Item 10H was discussed after Agenda Item 8A*

**8B) Recommendation that Council Approve an Expenditure to TLO Online Investigative Systems, the Lowest Responsible Quote, in the Amount of \$3,960.00, for a Three-year Online Investigative Subscription, Pursuant to Section 31.11 (C) (2) of the City Code**

There was no discussion regarding this item.

Councilman Lob moved the item. Vice Mayor Windrem seconded the motion which was carried 5-0 on roll call vote.



In response to Mayor Garcia's question regarding Agenda Item 8A, City Manager Gorland stated that an attempt was made to obtain three quotes because it is not typical to waive the RFP process for golf cart leasing. There are timeline requirements and since Yamaha is the current provider of the battery operated carts, they offered the City a quote, but he still wanted quotes for two other suppliers of gas engine golf carts.

To be discussed at the next meeting.

**9. Old Business:**

**9A) Appointments to Advisory Boards by the Mayor and Council Members**

None.

**9B) Ordinance No. 1054-2013 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 150-015, Parking of Commercial Vehicles in City Limits, to Update and Clarify Which Commercial Vehicles May or May not be Parked in the Residential, Multi-Family Residential, Business, and Commercial Zoning Districts of the City; Repealing all Ordinances or Parts of Ordinances in Conflict; Effective Date (Draft discussed during the 5-13-13 meeting)**

Item was tabled.

**9C) Code Compliance Revision Recommendations Regarding Commercial Vehicles in Commercial Districts (Carried forward from the 5-13-13 meeting)**

Building and Code Compliance Director Harold "Tex" Ziadie stated that the areas within the commercial districts were divided so that they could be considered separately. He referred to his memorandum dated May 8<sup>th</sup> regarding the commercial vehicle code for commercial districts and church properties.

Mr. Ziadie explained that the current code does not allow for commercial vehicles in the commercial districts. He is proposing two segments; one to allow large commercial vehicles and one for smaller commercial vehicles. The weight limit was left open contingent upon what the final decision was in regard to the weight regulations for the residential zone.

The Airport Golf District, N. W. 36<sup>th</sup> Street and the Abraham Tract District are basically the same, according to Mr. Ziadie. Large and small commercial vehicles shall be allowed in those areas as long as there is specified parking provided. Only small commercial vehicles will be allowed in the Central Business District (CBD) and Neighborhood Business District (NBD) and no commercial vehicles, other than those approved by the City Manager, will be allowed on public properties and the code will have an exception provision for vehicles owned and operated by and for the City. No parking of commercial vehicles except those that are for the use of church transportation will be allowed on church properties.

City Attorney Jan K. Seiden stated that when a hotel is constructed a parking lot is included in the site plan review process and provides for a certain amount of spaces based upon the number of rooms and amenities. The City must make sure that the number of parking spaces is legitimately maintained for the operations of the hotel.

City Attorney Seiden explained that the perimeters of hotel facilities should not be allowed to turn into commercial parking lots, which has happened in the past, which is not appropriate and it takes away from the other parking. In the major commercial areas, most of the transportation for hotel facilities is either by taxi cabs, shuttle vans or bus transport from the facility. For new hotels, there could be a provision to provide parking for trucks in oversize spaces if they are available. There must be a differentiation as to what constitutes large and small commercial vehicles in terms of weight.

Councilman Bain suggested checking with other cities, like Miami Beach, to see what their code allows in regard to the weight for commercial vehicles in commercial districts on hotel properties.

Mr. Ziadie offered to conduct an on-line survey to see what other cities allow.

City Attorney Seiden said that most hotels probably do not allow overnight parking unless it is an exception for a staging situation that involves a party or special event.

City Attorney Seiden explained that the regulations for the parking of commercial vehicles in both residential and commercial districts must be tied together and brought back to Council in Ordinance form.

#### 9D) List of Codes to be Reviewed

City Manager Ronald K. Gorland stated that at the January 28, 2013 Council meeting, Council requested a complete list of codes still needing revision or implementation in order of priority. The list was presented, including possible new codes, and Council directed the Administration to bring the codes forward on a periodic basis. There was also discussion about workshops to review the listed code sections, but Council decided against that option.

City Manager Gorland explained that Council is being asked which of the following codes, if any, they would like to be presented for their review: commercial vehicles, signs, feeding of animals or birds on public property, acceptable swale materials, noise, dumpster enclosures, trash pickup regulations and wall mural regulations.

Building and Code Compliance Director Ziadie mentioned that Code Section 93-13 – Maintenance of Property, includes a provision that prohibits the use of hurricane protection for security purposes. In 2008, there were a number of businesses that were using hurricane shutters at night for security, they were cited for the violations, and Council directed the Administration to put enforcement of that code stipulation on hold until further review, which never happened. He explained that there is still an issue with a number of locations in the City.

Mayor Garcia asked Mr. Ziadie to provide Council with a list of the businesses that are using hurricane protection for security at night and Mr. Ziadie agreed to provide the list of the three or four businesses.

In response to Councilman Bain's comment, Mr. Ziadie confirmed that one business located at the corner of South Royal Poinciana Boulevard and South Drive is for sale and the shutters are still closed.

Mr. Ziadie clarified that the list of codes in his May 15, 2013 memorandum was the last list presented and he would like direction as to which codes Council wanted to address.

Councilman Bain was of the opinion that a Special Council meeting would be necessary to address the codes and Mayor Garcia suggested waiting to see how many codes need to be addressed.

City Attorney Seiden said that the sign code is going to be difficult and Council must give direction before getting involved in that discussion. He explained that the direction might be to "scrap" the entire code section or to address certain sections one at a time. The signage that is permitted in Downtown would probably be less intensive than signage that is permitted on N. W. 36<sup>th</sup> Street; today there is a new era of signage being used such as inside wallpaper, murals, etc. This code section might be a candidate for a special meeting.

Mayor Garcia asked for the Administration to wait until Council responds to the City Manager prior to the next meeting to let him know what codes they would like to address.

Councilman Petralanda referred to the regulations for commercial vehicles on commercial properties. He asked who would be responsible for approving exceptions and the City Attorney replied that the City Manager would give approval and this language would be included in the final code regulations.

Councilman Petralanda commented that when the parking of commercial vehicles involves hazardous materials it should be approved by Council.

City Attorney Seiden stated that the language is used to describe Council's policy making ability and that is to protect the health, safety and welfare of the community; they are only "words of art" and it does not mean that hazardous materials will be allowed. It means that there may be special instances when the City Manager has the authority to extend time under the current code to allow for special circumstances. In this case, there were times when movie productions were held in the City with large vans and this is an example of when the Manager's approval would be necessary.

Councilman Petralanda expressed his concern about who would be giving approval and the City Attorney assured him that approval would be given by the City Manager or his designee.

Mr. Ziadie mentioned that under the residential zoning district, the language mentioned by Councilman Petralanda is one of the provisions he recommends adding to the list of prohibited commercial vehicles; any vehicles that present a health, safety or welfare hazard to the community would not be allowed. He noted that pool service trucks carry chemicals and even though they might be smaller vehicles they might not be appropriate in residential neighborhoods.

Council will contact the City Manager before the next meeting to specify which codes they would like to address.

#### **9E) Recommendation to Move Forward with a Replacement Aquatic Facility**

City Manager Ronald K. Gorland read a memorandum into the record dated May 23, 2013, recommending moving forward with a replacement aquatic facility.

Building Official Edwin "Skip" Reed and Professional Services Supervisor Tammy Romero have met with four contractors to assess the pool and surface underneath the pool deck and the pool building, according to Mr. Gorland. The slide presentation indicates that there is major rust to some of the primary support beam areas and there are several support columns below the building structure that are cracked due to severe steel erosion and corroding, resulting in the expanding and breaking away of large pieces of concrete.

After weighing all options, the recommendation is to move forward with a replacement aquatic facility as quickly as possible. To keep the facility open for use during the estimated two years needed to design/build the replacement facility, it is recommended to shore up the building structure to secure the structural integrity of the concrete pilings. With Council's approval, the Administration will begin the design/build request for proposals (RFP) process and develop funding alternatives.

City Manager Gorland explained that Building Official Reed is present to answer questions and any Council member that has not accompanied Mr. Reed to survey the damage under the pool should take the opportunity to see the situation first hand.

Building Official Edwin "Skip" Reed said that the interior of the pool surface indicated that the pool needed resurfacing and that led to the inspection under the deck and the condition under the back section is very disastrous. He explained that there is some movement in the building and this is only an assessment that requires further investigation; at this point, the condition of the surface is evidence of what is happening and the building is separating. He is not sure if the condition is related to the pilings or if it is because of the expansion and contraction of the deck system that was built in parts with expansion joints around the pool and across the deck to the outside.

Mr. Reed explained that underneath the structure it shows that the movement persists on an ongoing basis since the day the pool was built, but the downside is that the expansion joints were not maintained, which is what led to the deterioration.

Mr. Reed continued with the slide presentation showing the conditions under the pool deck. He noted that the chlorine in the pool is seeping through the pool surface into the expansion joints and there is no way to tell how much of the steel is deteriorated below the surface since this has been happening for at least 20-30 years. The main girt beam around the pool is also cracked and the cracks indicate future breaks in the rust that is occurring in the rebar behind it and once this begins the deterioration will continue.

Mr. Reed emphasized that the deterioration process had been ongoing and unfortunately it has been for too long a period of time. He continued with the slide presentation showing the conditions under the pool deck and explaining the expensive restoration process and the extensive damage to the supporting beams and expansion joints. He said that the pool deck was never sealed and sealing it now will not fix the problems with the cracks. There is chlorine dripping in one area that is building up calcification, which indicates the problem has been going on for many years.

Mr. Reed stated that the pilings on the south side are not as bad because there is evaporation, while the pilings on the north side are deteriorating due to the moisture. He noted an area where there are cracks on all four corners of the piling that is losing its support. The girt beam supports the entire wall of the building and the underside deck and there are areas with chlorine damage.

Mr. Reed referred to the deck drains and the materials that were used for the piping, noting that the "I" joists are falling apart and are almost impossible to repair. He also referred to the final assessment, commenting that it had been stated by many contractors that 20-40% is the average average they suspect will be needed and he feels that this number is on the low side. There is no way to determine the extent of the damage because there is no way to see through the concrete or open the structure to check it. He emphasized that the building needs to be shored up if Council makes the decision to proceed with the work that will take at least two years. Mr. Reed stressed the importance of maintaining the City's buildings.

Mayor Garcia thanked the Building Official for his presentation that is available on-line for the residents to view.

To answer Councilman Bain's question regarding the estimated cost, City Manager Gorland responded that it would cost approximately \$50,000 to shore up the building; there are reserve funds to cover that cost and the Administration would like to move forward to obtain proposals for shoring in order to keep the building safe and have a replacement in process as quickly as possible.

Mayor Garcia asked the Administration to obtain pricing for shoring and the City Manager agreed to do so.

Councilman Lob commented that the City was in the same position with the main recreation building and the Country Club building because when they were being repaired it turned out that the work was more extensive than what was originally planned.

*(Agenda Item 10F was considered at this time)*

## **10. New Business:**

### **10A) Approval of a New Full Time Position in the City Clerk's Office**

City Manager Gorland stated that this item is the beginning of the succession planning that was mentioned to each Council member a number of months ago. There are twenty-four employees in the Deferred Retirement Option Plan (DROP) and every position in the City is important. This request is the first step in the retirement process of the City Clerk

City Manager Ronald K. Gorland referred to the City Clerk's memorandum as follows:

*"As you know, the City Clerk and the Deputy City Clerk are both in the DROP Plan and are expected to retire in the near future.*

*For succession planning purposes and to complete the Deputy City Clerk development of the department's part-time employee, Elora R. Sakal, (who has been working as a Clerical Assistant since June 1, 2011 in various aspects of the work, including attendance at Council and advisory board meetings and the transcription of minutes, amongst other daily duties), it is therefore proper that she be upgraded and promoted to a full time position as an Administrative Assistant II in the City Clerk's Office.*

*This proposal is also due to the additional restrictions imposed by the Affordable Health Care Act in which the City no longer has the flexibility to have Ms. Sakal work over the 59 hours imposed by the City's recently passed ordinance. This hourly work limitation would greatly restrict her education and development in the position.*

*She has earned her A.A. Degree in Business Administration and continues studying to obtain her Bachelor's Degree in Supervision and Management. In previous conversations, she has shown an avid interest in becoming a City Clerk while continuing her studies.*

*Please keep in mind that her salary is divided equally between the Planning and Zoning Department and the City Clerk's Office.*

*In light of the foregoing, it is my recommendation that her position be reclassified to a full time position, as an Administrative Assistant II, pay grade 22 with a salary of \$32,608.00. At the present time she is earning \$15.00 per hour. (2012 earnings were \$22,144.00 and 2013 earnings up to date are \$15,990.00). The effective date of full time employment with benefits would be August 5, 2013.*

*The current year personnel budget will be impacted in the amount of less than \$2,000.00, including benefits. However, I will have savings in other expenditures in the Clerk's account to offset that amount.*

*I feel that I must recommend this change as this will allow the Department to work more efficiently and to continue doing excellent work, not only at the present time, but in the future."*

City Manager Gorland feels this would be an optimum way to move forward; the Administration has a lot of faith that Elora Sakal would do a wonderful job and it would be to the City's advantage for her to be in the number two position when the City Clerk retires in the future.

To answer Councilman Bain's question, the City Clerk clarified that her DROP date is in 2016.

Mayor Garcia said that he appreciated the succession planning which is definitely needed in other departments, not just the City Clerk's Office. He would like to consider the need of the Department and he would prefer to leave out the name of the person since that is a personal connection. Regardless of who the person is, he feels that the position is necessary and because Elora Sakal's name was mentioned, he will say that she does a stellar job under the wings of the City Clerk.

City Attorney Seiden clarified that there is no need to create the position of Administrative Assistant II because it is already in the Pay Plan. The motion would be to approve the recommendation to allow a full time position.

Councilman Bain moved to approve the full time position. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.

**10B) Resolution No. 2013-3581 – A Resolution of the City Council of the City of Miami Springs Approving and Adopting A Revised City Employee "Pay Plan" for Fiscal Year 2012-2013; Reserving the Right and Authority to Amend or Supplement the Plan; Effective Date**

City Attorney Jan K. Seiden read the resolution by title.

Attorney Seiden stated that at the last meeting Council approved the reclassification of positions within the Recreation Department. The chart (Exhibit "A") includes the new positions of Recreation Leader and Recreation Specialist II. He noted that between those two positions there is the remaining Recreation Specialist that was not removed.

Councilman Lob moved to adopt Resolution No. 2013-3581. Councilman Bain seconded the motion which was carried 5-0 on roll call vote.

#### 10C) Recommendation from the Board of Parks and Parkways Regarding the Yard of the Month for June and August

City Manager Ronald K. Gorland stated that based on the actions of the Board of Parks and Parkways at their meeting of May 9, 2013, the members would like Council to approve 162 Deleon Drive for the June Yard of the Month and 243 Miami Springs Avenue for the August Yard of the Month.

Councilman Lob moved to approve the Board of Parks and Parkways' recommendation. Councilman Petralanda seconded the motion.

Vice Mayor Windrem asked why Board member Priess abstained from voting on 162 Deleon Drive and City Attorney Seiden clarified that it was because she had not seen the home.

The motion was carried 5-0 on roll call vote.

#### 10D) First Reading – Ordinance No. 1055-2013 – An Ordinance of the City Council of the City of Miami Springs Amending Code of Ordinance Section 70-02, Red Light Camera Enforcement, by Adopting and Implementing the Amendments and Newly Enacted Provisions of State Law Contained in CS/CS/HB7125; Providing for the Adoption and Implementation of Future Amendments and Statutory Provisions; Authorizing the Creation of a Local Hearing Officer Process Consistent with State Law; Repealing All Ordinances or Parts of Ordinances in Conflict; Effective Date

City Attorney Jan K. Seiden read the ordinance by title.

Attorney Seiden stated that the City was notified by American Traffic Solutions (ATS) and a meeting was held with him, the Chief of Police, the Administration and ATS representatives. The effective date of the new legislation is July 1, 2013, and it has not yet been signed by the Governor so that is why it is referred to as CS/CS/HB7125; once it signed it will be given a more specific notation.

The new law provides for some language changes and there are major changes in regard to right hand turns, according to Attorney Seiden. A separate section was added to say that if at any time, even past the bars in the intersection, a car cannot be given a right hand turn ticket. Most local governments eliminated municipal court systems many years ago and the new law basically puts that back into effect.

City Attorney Seiden explained that the local hearing process will be a process whereby someone who is cited for a violation will have the opportunity to ask for a hearing before a Local Hearing Officer and it has not yet been determined who will be the Local Hearing Officers for the City, but it is likely that they will be Traffic Magistrates.

Attorney Seiden said that the process will utilize the Council Chambers; the City will receive monies that it did not receive in the past and it will involve the City Clerk's office who will send notices.

City Attorney Seiden commented that the Legislature has taken a system that was easily operated and made it more difficult. At this point, it is unknown how it will play out and he used basic form language to draft the ordinance and the resolution that was provided by ATS, who has accepted the language based on minor changes that were made. The intent is to have the second reading of the ordinance by July 1<sup>st</sup>, since the process must be in operation by that time.

City Attorney Seiden credited Sergeant Deal with doing an excellent job in the operation of the red light camera program through the Community Policing Office. ATS has been very helpful in providing form documentation, judgments, dismissals, notices, etc. The City is doing this in advance of the Governor actually signing it into law since there is a July 1<sup>st</sup> deadline.

Council is being asked to approve the ordinance on first reading and if anything changes before the second reading on June 10<sup>th</sup>, they will be notified of the change, according to Attorney Seiden. If for some reason the Governor decides not to sign the bill, the City will revert back to the other system.

Mayor Garcia said that the new system would generate dollars and obviously pay for itself and City Attorney Seiden replied that the fees would be covered in the resolution.

Councilman Petralanda commented that it seems like local bureaucracy is growing and the City Attorney agreed.

City Attorney Seiden said that bureaucracy was taken out of the system for a long time and he can only imagine that people who will appear before a Local Hearing Officer that might be more sympathetic than appearing in court since the vast majority of the violations that go to court are upheld.

Councilman Bain felt that it would be more convenient for people to fight the ticket if they have the option to appear before a Local Hearing Officer.

City Attorney Seiden explained that the City has the option within the bill to use the Code Enforcement Board as the Local Hearing Officer; the decision was made administratively that this might not be appropriate since there are too many members on the Board. The City could also use a Magistrate system, but it currently does not have this system.

Vice Mayor Windrem moved to approve the ordinance on first reading. Councilman Lob seconded the motion which was carried 4-1 on roll call vote with Councilman Bain casting the dissenting vote.

**10E) Resolution No. 2013-3582 - A Resolution of the City Council of the City of Miami Springs Authorizing the Hiring of Local Hearing Officers; Designating the City Clerk's Office to Provide Clerical and Other Assistance; Directing the Finance Department to Provide Support Services; Establishing an Administrative Fee for Each Hearing; Effective Date**

City Attorney Jan K. Seiden read the resolution by title.



Attorney Seiden stated that in the body of the resolution, it provides for the hiring of Hearing Officers; it allows the Clerk's Office to handle the paperwork and it allows the Finance Department to handle the funds.

City Attorney Seiden commented that the most important part of the resolution is in Section 5 and the City can charge an administrative fee for each hearing, not in excess of \$250.00. The City has no experience in this process, there is no one to oversee the program and the City has no Local Hearing Officers. The ATS attorney suggested that the City might not want to charge \$250.00 and his response was that the City will charge that amount until there is experience to show that the fee is not necessary. The City should not be in a position where the process will cost the City money.

City Attorney Seiden explained that the law says that if a person appears for a hearing and the violation is thrown out, then no administrative fee can be charged; the fee is only charged to those violations that are upheld. Once there is a basis for evaluation, the Administration will evaluate the actual dollars they are spending and the fee will be adjusted appropriately by resolution.

Councilman Lob noted that only one person might fight a ticket during one month and the City will have to pay the Magistrate and other people to be at the hearing, which is ridiculous.

Councilman Bain suggested that the funds to cover the local hearing process could be taken from the red light camera revenue and City Attorney Seiden felt that it would not be appropriate to take revenue from the prior process and then be liable for additional monies.

Attorney Seiden stated that it is anticipated to have more requests for hearings than they currently have in the court proceedings.

To answer Councilman Bain's question, City Attorney Seiden responded that it is unknown at this time what a Magistrate will charge, but there is a timeframe and Council must act in the best interests of the City of Miami Springs. He feels that the administrative fees will cover the cost of the process.

Chief of Police Peter G. Baan advised Council that the process will be costly because Police Officers will be present at the hearing for security purposes; there might be a need to purchase a metal detector the same as in a court situation; there will be more work for the City Clerk's Office and the City Attorney is correct in wanting to keep the \$250.00 fee until it is known how much the new system is costing the City. He added that the City is receiving revenue from the red light camera system, but it also requires a lot of manpower and time to operate the system on the part of the Police Department.

Mayor Garcia clarified that the City does not have a choice in the new process; it is an unfunded mandate from the State.

City Attorney Seiden agreed with the Mayor that it is an unfunded mandate.

Councilman Bain expressed his concern about the funding for the metal detector and Chief of Police Baan replied that it could be purchased with Law Enforcement Trust Fund (LETF) monies since it is for security purposes.

Councilman Bain reiterated that he would rather use the funds from the red light camera revenue instead of taking funds from the General Fund budget and City Manager Gorland explained that the funds go into one account, according to governmental accounting.

City Attorney Seiden said that it is likely the number of tickets that are appealed will be covered by the \$250.00 fee. The City will look for a Magistrate who will work for a standard rate and this could be on a rotating basis from a pool of magistrates that are shared by local governments. It is likely that the \$250.00 fee will be reduced.

City Attorney Seiden clarified for Council that the current court fee is approximately \$130.00 and ATS is working with all the cities so that they will be prepared if the Governor signs the bill into law. In every legislative session since the red light camera system was approved, there has been substantial argument for total removal of the system. This year's legislation is sort of a middle ground to allow the camera system to stay in action, which might not be better than the court system. He added that a large percentage of the people who are ticketed for red light camera violations do not live in Miami Springs; only 11% are City residents.

City Attorney Seiden explained that the process will have to play itself out. The Council Chambers could be used one day a week for hearings and appointments would be scheduled based on the amount of cases to be heard. The Magistrate will be available to set the rules and a Clerk must be available. The penalties are very severe if the violations are not paid; the legislation provides for taking away the privilege of renewing their vehicle registration and eventually leads to revoking their driver's license. As long as people want to drive, the funds will be paid to the City.

Vice Mayor Windrem moved to adopt the resolution. Councilman Lob seconded the motion which was carried 5-0 on roll call vote.

*Agenda Item 10F was discussed after Agenda Item 9F*

**10F) Consideration of the Vacation and Abandonment of an Alley Right-of-Way Between 157 Deer Run and 640 Curtiss Parkway**

City Manager Ronald K. Gorland stated that the subject alley, which has a platted width of 16 feet is unimproved and appears to have never been improved. The length of the alley is 132 feet and the total land area involved is 2,112 square feet. Except for a private overhead electrical service to 640 Curtiss Parkway, no utilities are located within the alley. The property owners have secured and presented letters of "no objection" from Florida Power & Light Company, AT&T, Florida City Gas and Comcast. Additionally, both the Public Works and Police Departments have no objection to the alley vacation and the Planning and Zoning Department recommends that the subject alley be vacated.

City Manager Gorland added that the alley vacation would be in the best interests of the City since it is an area that the City must maintain and the adjacent residents have been taking care of most of the maintenance. The area has never been used as an alley and the Administration recommends approval.

Vice Mayor Windrem moved the item. Councilman Petralanda seconded the motion.

City Attorney Seiden stated that he drove by the location and it can be seen that the area has never been used as an alley. The standard operating procedure for vacating alleys is to adopt a resolution that vacates the alley. As a matter of law, the alley would then be divided 50% for one property and 50% for the other property.

City Attorney Seiden recommended to the Planning and Zoning Director that the property owners should go to a title company that will insure the property. The property owners should tell the title company that the City is willing to vacate the property and if they are willing to provide an Opinion of Title, based upon vacation of the property, the City will provide a Quit Claim Deed for the area. He advised that a legal description is needed for the alleyway for both property owners, together with the Opinion of Title.

City Attorney Seiden reiterated that as a matter of law, the alley will be split automatically, but there could be a problem if one of the property owners tries to sell their property in the future if the alley does not appear on the legal description, or there could be an issue between property owners. The City is willing to take the platted alley and divide it between the property owners. The property owners must be willing to go to a title company at their own expense, and have them draw up a legal description for each half of the alley, issue an Opinion of Title to the City with the proper legal description and the City will be happy to go through the process. The deeds can be prepared by the title company, subject to his review.

Mayor Garcia asked if the property owners had a list of the requirements and the City Attorney said that they could call him at his office and he would explain the process to them or their representatives at the title company.

**Vice Mayor Windrem withdrew his previous motion and moved to direct the City Attorney to prepare an appropriate resolution for the vacation of the alley. Councilman Petralanda seconded the motion.**

Councilman Bain asked if the property would belong to the homeowners after this item is approved and the City Attorney explained that Council must adopt an official resolution that is recorded in the public records, which in his opinion would solve the matter. He has suggested what he would do as their attorney, which is an extra step, and the property will belong to them.

To answer Councilman Bain's question, City Attorney Seiden said that compensation to the City would be from the taxes that are paid on the property and the City will no longer have to maintain the alley.

City Attorney Seiden said that a developer is required by government to provide a block of lots and within the block of lots they are required to provide alleys based on the situation in the community. Miami Springs has many alleys and the subject alley was platted as part of the subdivision and he would consider it as a lateral alley. The City has relinquished or vacated alleys before and he cannot recall the City being compensated.

Mayor Garcia asked if the City has a policy regarding the vacation of alleys and the City Attorney responded that each case would have to be considered as it is presented because it depends on whether or not the alley is used. The City has been asked to vacate a number of alleys and refused because they were used for utilities or sanitation pick-up.

Councilman Bain asked why the property owners need the additional footage.

The City Attorney said that the property owners approached the Planning and Zoning Director because it is property they are maintaining and it is not being used as an alley. The City has no use for it and it is up to Council to make the decision to vacate the alley.

City Manager Gorland stated that the alley is not benefiting the City and would be beneficial for both residents involved; the City has no use for the property and there is an associated liability.

To answer Councilman Bain's question, Mr. Salazar of 640 Curtiss Parkway explained that the property is fenced on his neighbor's side and he wants to construct a CBS privacy wall. His property is a corner lot at Curtiss Parkway and Deer Run.

City Attorney Seiden clarified that the alley is the length of the property or 132 feet by 8 feet. He said that the area looks like part of the yards, not an alley.

Councilman Bain expressed his concern about giving away public property.

City Attorney Seiden said that the alley was platted and for some reason it was not developed, while at the other end of the block the alley was developed east and west.

The motion was carried 5-0 on roll call vote.

Mayor Garcia urged the property owners to take the recommendation of the City Attorney.

#### 10G) Notification of Litigation Involving the City Annexation; Authorization to Secure Representation for Case

City Attorney Seiden reported that a lawsuit has been filed against the City of Miami Springs in regard to the annexation application by a representative group of property owners and business owners from the Airport West area. They have asked the Court to provide injunctive relief, which means they want to stop the County from acting in regard to annexation.

City Attorney Seiden said that he made numerous contacts since receiving notification of the lawsuit and met with José Fuentes, Rich Candia and the attorneys in the Office of Becker & Poliakoff, including George Burgess who is a former County Manager. Another meeting was held today to discuss the issues that were raised and in his opinion there are four issues; two issues relate to the City and two relate to the County.

In regard to the City issues, the City Charter states that any application for annexation must be started at the City by ordinance, which was done. An ordinance is a much more formalized document than a resolution because it goes through more processes, including public notification and a hearing. The County provision says that annexation applications must be done by resolution. He was aware of the County provision and he chose to do it the right way with an ordinance, according to the City Charter. This is one argument, which does not make sense or have any basis in fact.

Attorney Seiden said that the second City argument is that there was an election when the citizens of Miami Springs voted "yes" or "no" for the approval of annexation and there was also a charter amendment question to amend the Charter provision that now says that in all future annexations, the citizens of Miami Springs must approve the annexation prior to the application being submitted to the County.

Attorney Seiden explained that the argument in regard to this issue is that although the question was passed by 77% of the voters in Miami Springs, since that time the FEC property was removed from the application and the City should have been required to have another vote based upon the Charter provision.

City Attorney Seiden explained that the two County issues are related to the FEC property. Although there is technically contiguity at the northwest end of the City, an argument was raised about contiguity. The second argument is that there is a provision in the County Code that says that annexation cannot be approved if it creates another open area in between, which is the only argument with any basis.

City Attorney Seiden said that he, the County Attorney and Attorney Perry Adair all have the same feeling about the lawsuit, which is that is premature. It is not appropriate to stop a legislative body from exercising their authority and the County has not even held a committee meeting on annexation that will most likely be held in June. Also, the County Commission has not exercised any jurisdiction over it.

City Attorney Seiden stated that the attorneys will be filing motions to dismiss the litigation in the short run; it is simply premature and it will not dismiss the litigation in the long term. Hopefully the Judge will agree to allow the annexation process to go forward and if annexation is granted to the City by the County Commission, and an Interlocal Agreement is signed, they can then pick up litigation at that point.

City Attorney Seiden said that he is the only person in the City that has had continuity with annexation since the beginning of the process and he feels that he might be a witness in the case. Therefore, he is disqualifying himself from representing the City and is asking for representation from Becker & Poliakoff.

City Attorney Seiden said that he spoke with Attorney Adair, José Fuentes and Rich Candia and they have agreed to provide the City with a substantially reduced hourly rate. Mr. Adair's rate is substantially higher than the \$300.00 per hour that he is willing to charge the City for his work. He also agreed that whenever possible, he would ask that other attorneys in the firm who handle some of the work, to charge from \$225.00 and up to \$300.00 per hour. This is very reasonable under the circumstances and in the short run this is something that must be done. He and the other attorneys all independently came to the same conclusion that the lawsuit is premature and some of the arguments are not valid.

Attorney Seiden reiterated that this is something that must be done; meetings have been scheduled to discuss the issues with the representatives of FEC next week. He hopes that the immediate scheduling of a hearing would not be a detrimental action to the rescheduling of the committee meeting with the County Commission. The attorneys want to press forward because they do not believe that the lawsuit is appropriate in the short run.

City Attorney Seiden explained that they are requesting Council approval to press forward and to approve the rates for the attorney's fees, pending a retainer agreement for him to review before it is signed.

Mayor Garcia asked for a rough estimate of what the cap on the fees might be and City Attorney Seiden felt that the cost would be a few thousand dollars, although he cannot be held to this amount since it is unknown what the other parties will do and they could decide to make more arguments. He cannot predict an amount.

Mayor Garcia hopes that the City will not spend more than \$5,000 to \$10,000.

Councilman Petralanda asked if Council had any other choice besides approving the request to move forward and City Attorney Seiden clarified that the only other choice would be to give up on annexation.

The City Manager added that the City could select another firm, but it would not be a smart choice and the City Attorney agreed that the rates being offered are reduced rates.

Councilman Bain commented that Mr. Fuentes and Mr. Candia have experience with the City since they have been working through the entire annexation process and he has confidence in their work.

Councilman Bain moved to authorize the Administration to proceed with the defense of the litigation and to hire the firm of Becker & Poliakoff at the rates previously stated with \$300.00 per hour as the rate for the lead attorney and rates of \$225.00 up to \$300.00 for assistant attorneys. Councilman Petralanda seconded the motion which was carried 5-0 on roll call vote.

*(Agenda Item 10H was moved to the consent agenda and discussed after 8A)*

10H) Recommendation that Council Waive the Competitive Bid Process and Approve an Expenditure to Wrangler Construction, the Lowest Responsible Quote, in the Amount of \$37,120.00, for Sidewalk Repair, Replacement, Pursuant to Section 31.11 (E) (6) (g) of the City Code

City Manager Ronald K. Gorland read the title of the award.

This item was considered as part of the consent agenda and no discussion ensued.

Councilman Lob moved the item. Vice Mayor Windrem seconded the motion which was carried 5-0 on roll call vote.

11. Other Business:

None.

12. Reports & Recommendations:

12A) City Attorney

None.

## 12B) City Manager

### Paperless Agenda

City Manager Ronald K. Gorland thanked Council for aggressively adopting the paperless agenda that has worked well. More adjustments are needed and it is already realizing a savings.

### Memorial Day Ceremony

City Manager Ronald K. Gorland thanked Vice Mayor Windrem for attending the Memorial Day Ceremony and speaking on behalf of the City. The Police, Public Works and the Recreation Departments did a great job and the Daughters of the American Revolution (DAR) prepared the agenda. It was a great event with approximately 125 people in attendance.

## 12C) City Council

### Story Time

Vice Mayor Windrem thanked the City for giving him the opportunity to play guitar and read to the kids at the Recreation Center.

### Australian Pines

Councilman Bain commented that he never received a report about the Australian Pines growing on the canal bank that he requested at the previous meeting and City Manager Gorland responded that the pines are going to be removed.

### Optimist Fishing Tournament

Councilman Bain mentioned that the Miami Springs/Virginia Gardens Optimist Fishing Tournament would be held on Saturday, June 8<sup>th</sup>, preceded by the Captain's meeting at Woody's at 7:00 p.m. on Thursday, June 6<sup>th</sup>. He hopes that more people will support the event to help raise funds for the Optimist Club.

### Wall of Fame

Councilman Bain felt that former business owner Tom Rech who operated Aquarius Rods & Reels for almost 20 years would be a good candidate for being recognized on the Wall of Fame since he did many things for the youth and community recreation. He would like a response from Recreation Director Luna on the status of the Wall of Fame project.

## **Proclamation**

Councilman Petralanda thanked the Mayor and Vice Mayor for giving him the opportunity to present a proclamation recognizing the Miami Jackson Senior High School Class of 1963 Reunion. There were approximately 150 people in attendance.

## **Golf Course**

Councilman Petralanda asked about the progress of the Golf Course improvements and City Manager Gorland said that the first step was killing the grass on the Driving Range.

## **Golf Course**

Councilman Petralanda met with School Board member Carlos Curbelo to ask for his support of the Golf Course and other student projects. He thanked Education Advisory Board Vice Chair Dr. Zapata for accompanying him. He reported that Mr. Curbelo offered his support in reaching out to the School Board Chair and recruiting the local schools to participate in after school golf as a means of promoting the Golf Course.

## **Optimist Fishing Tournament**

Councilman Lob urged people to attend the Optimist Club Fishing Tournament if they like to eat fish because the fish fry is open to the public even if they do not fish. Raffle tickets are being sold for prizes and it is a fun time.

## **Cristina Lob**

Councilman Lob reported that his youngest daughter is going to be a news anchor on the 5:00 news in Gainesville.

## **Optimist Club**

Mayor Garcia reported that Optimist Club President Tony Silva will represent the Optimist Club which will be the Grand Marshal at the Fourth of July Parade.

## **Appreciation**

Mayor Garcia appreciates Councilman Petralanda for presenting a proclamation on his behalf since he was not able to be present. He would like Council to be more involved with activities like Story Time with the kids. He thanked Council for their teamwork.



13. Adjournment

There being no further business to be discussed the meeting was adjourned at 9:18 p.m.

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Zavier M. Garcia  
Mayor

ATTEST:

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Magali Valls, CMC  
City Clerk

Approved as \_\_\_\_\_ during meeting of:

Transcription assistance provided by Suzanne S. Hitaffer.

Words ~~-stricken through-~~ have been deleted. Underscored words represent changes. All other words remain unchanged.



DRAFT

*CITY OF MIAMI SPRINGS, FLORIDA*

The Miami Springs Education Advisory Board met at 6:30 p.m., on Tuesday, May 21, 2013 in the City Hall Council Chambers.

The meeting was called to order at 6:31 p.m.

**I. Call to Order/Roll Call**

The following were present: Vice Chair Dr. Mara Zapata  
Caridad Hidalgo  
Michael G. Hunter  
Kim Werner

Absent: Chair Dr. John Salomon

Also Present: Board Secretary Elora R. Sakal

**1. Approval of the Minutes: April 16, 2013**

Minutes of the April 16, 2013 meeting were approved as written on a motion by Board member Hidalgo. The motion was seconded by Board member Hunter and was carried unanimously on voice vote.

\*\*\*\*\*  
Lubby Navarro, Director, Office of Intergovernmental Affairs, Miami-Dade County Public Schools, commented that the legislative session ended on May 3<sup>rd</sup>. The Legislature this year had proposed an increase to Florida's largest portion of the budget which was recommended by the Governor last year and the Legislature adhered to his request which was to increase education funding in Florida by over \$1 billion. The increase that was approved this year was \$1.05 billion which is \$404 per full FTE or 6.34%.

Ms. Navarro reported on the following:

- Sparsity supplements increased by \$10MM.
- Safe Schools remained at level funded.
- School safety is now being looked into at the Federal level.
- Millage compression adjustment maintained at statewide average.
- School recognition was level funding.

- Teacher lead was increased by \$13.4 billion from \$31.8MM to \$45.2MM.
- Instructional materials were increased by \$5.6MM.
- Transportation was increased by \$2.4MM.
- New World School of the Arts was increased by approximately \$500,000.
- The Governor and the Legislature appropriated \$480MM for teacher salaries.
- Dual enrollment agreements with Miami Dade College and Florida International University.
- Funding for Virtual College classes were put into the formula which increased the funding available for school districts.
- Flexibility was provided on instructional materials for technology including devices and software.
- End of course exams that are pass or fail require certain EOC's with the exception of Algebra I to count 30%.
- Policies of Core Enrollment with a limit of two classes was maintained.
- Parent Trigger bill died in the Florida Senate for the second year in a row with a tie vote.
- Charter School use of facilities funds were starved off; looking at new ways to fund Charter Schools.
- A set aside of 15% for Title I funds to be used for supplemental education services was defeated by Legislature and allowed School Districts to have those funds and make their own determinations.
- House Bill 113 was passed which makes it a felony to distribute pornographic materials on school sites.
- Senate Bill 52 which pertains to texting while operating a motor vehicle will now be penalized in the State of Florida.
- Senate Bill 1076 which provides for major educational reform for high school graduations has passed.
- The Office of Early Learning has now been put under the Department of Education to align Pre-K through 12<sup>th</sup> grade at some point.

Ms. Navarro commented that next week on Tuesday, after the passage of the bond, the Superintendent will be making a presentation at South Hialeah Elementary at 6:00 p.m.

Vice Chair Zapata asked how soon the virtual entities will begin and Ms. Navarro replied that they are currently preparing for it.

Vice Chair Zapata asked if the children would choose the term of the track with regard to Senate Bill 1076 reform for high school graduation and Ms. Navarro responded that the bill has very specific recommendations through counseling and parent information. It has specific language but she believes that it will be through counseling at the schools in terms of aligning and selecting a track.

Discussion ensued regarding the possibilities once this bill is passed.

Board member Hunter asked if there are other things that can be distilled into words that a Principal might tell the student body or the parents and that because of these changes this is how their lives are going to be different in their respective school.

Ms. Navarro replied that in order to be able to move the opportunity for students to have additional resources, funding is needed.

Board member Hunter asked if a student were to ask the Principal for more resources who will be in charge of providing that information and Ms. Navarro responded that it is a combination of different factors. She has never been to a budget allocation meeting but she believes that it is a combination of the district allocation to the school based on the enrollment and a conversation with the Principal.

Board member Hunter suggested that in the future, if high level changes are going to be made then it should be translated down to what the average senior or 6<sup>th</sup> grader is going to receive or not receive. He would not mind that translation occurring at this level so that the Board can pass it on to the community.

Ms. Navarro stated that Miami-Dade County Schools will have additional resources based on the funding that is presented to the Board for budget approval. Schools across the State will have more funding and their teachers will be paid more. There have been policy changes for the students that are going to have positive impacts on their learning environment.

Discussion ensued regarding what can be done to inform the parents of the student accomplishments and changes that are being made throughout their schools.

Board member Werner said that she was looking at the School Board agenda for tomorrow and noticed that there will be discussion about certain electives that will no longer be offered and she asked Ms. Navarro if she knew what electives they were and Ms. Navarro replied that she was uncertain.

Ms. Navarro distributed invitations to the Board for the Dialogue by Design and she hopes to see everyone there.

## II. Education Compact

### 1. Student Achievement

- a. Report on school programs, students, etc.
  - School Reports
- b. Teacher quality & retention
- c. Business partnerships; private sector support of schools
- d. Pursuit/status of collaborative grants to support academic needs
- e. External experiential activities for students (mentorship/Internship)
- f. Miami Springs Schools data

Principal Mayte Dovale of Springview Elementary reported the following:

- Teacher retention is good since a lot of the teachers live in the community and take pride in teaching the local students.
- School allocations will remain the same. She reminded the Board that this is the preliminary budget and that she is basing it off of the full-time equivalent (FTE) that the school had this year.

To answer Board member Hunter's question with regard to the budget next year, Ms. Dovale said that she meets and presents information to the Budget Director at the Regional Center. Meetings will take place this week and she is scheduled to go on Friday.

- Jazzercise instructor Tatiana Knight will be hosting an after school program to show students some Jazzercise moves to stay fit and talk about healthy living.
- Field Day is this week and students are incorporating activities that they have learned throughout the school year.
- Students participated in the Fairchild Challenge.
- A beautification day will be held in honor of Martha Gomez who was the previous Media Center Specialist that passed away of breast cancer. They hope to dedicate the garden next year during the opening of school.
- The school won 2<sup>nd</sup> place District-wide for the green schools challenge. In addition, they won an award for 2% energy savings and were among the top six in the District.
- Ms. Duque's breakfast club students were presented with a green careers award from the green schools challenge.
- Reading Under the Stars took place last week and there was a wonderful representation of parents and students.
- Students met the author of "The Adventures of Cat Girl" who read the book to the students.
- Teacher appreciation was celebrated this month with massages, baseball caps, picnic lunches, snacks and goodies.
- She and the Superintendent will attend a press conference that will take place at Holmes Braddock Senior High School to kick off the partnership between Miami-Dade County Public Schools and Cambridge International.
- Springview Elementary will be a Cambridge School next year and she hopes to gather more information to share at the next meeting.

Miami Springs Elementary School Assistant Principal Naomi Simon reported the following:

- Principal Hutchings will be attending the budget conference tomorrow.
- Retention is good throughout the school.
- The Jazzercise program at the school went very well.
- Career Day will be held tomorrow and there are quite a few presenters.
- The school partners with Papa Johns, McDonalds, Roman's Pizza and some churches; one partner came to the school and did a general cleaning on May 11<sup>th</sup>.
- Teachers participate in mini-grants through the Education Fund; some have received grants and they are recognized at Parrot Jungle.
- The school's grant writing committee is working on the possibility of a technology grant for next year.
- The students in the art and a music programs generally participate in a number of extra-curricular activities throughout the district.
- The gifted program has enriching activities for the students at the school and this year they planted an organic garden.
- The 2<sup>nd</sup> grade SAT scores were somewhat comparable to last year although there was a drop in some of the reading scores.
- Student, Maribel Alfonso, won the Springs' parfait promotion and she will be receiving an iPad.
- The end of the year celebrations are in place.
- The school capacity is at 90% and enrollment is 543 students.
- There is a new PTA Board and President that has been elected for the next school year and the new board will be meeting with the old board sometime next week.
- Class size remains the same.
- Papa John's Night is on May 23<sup>rd</sup> and everyone can support the school by ordering from Papa John's.

- Summer School will be hosted this year at the school for all eight nearby schools.
- Student Council elections were held today and results should be announced tomorrow.

Assistant Principal Chantal Harris from Miami Springs Middle School reported the following:

- FCAT testing was completed today and a few students will need to take make-up tests.
- EOC testing has been completed.
- CELLA scores have been released and are being analyzed.
- FCAT writes scores will be out next week. They will then find out how the 8<sup>th</sup> graders did with their scores.
- A Grad Dance and Grad Venture at Universal Studios was held last week.
- The 8<sup>th</sup> grade promotion will be held on June 4<sup>th</sup> at Miami Springs Senior High School.
- The Mega Dance for all students will be held on May 30<sup>th</sup> and it is being sponsored by the PTA; tickets are on sale for \$10 per student.
- There were several activities for the teachers during teacher appreciation week including, facials, gifts, and desert day.
- iPrep Math is coming up and construction has begun this week. Three classes have been demolished and will be converted into labs.
- The school will have the Cambridge Program and Mr. Perez will have more information at the next meeting.
- Summer school will be held this year and Mr. Perez will have more information on this item next time.
- The school receives grant information and it is disseminated to the teachers.

To answer Board member Hunter's question, Ms. Harris commented that iPrep Math is a program that is geared to advanced math and those students will be housed in one specific area. Details are still being worked out as far as the student selection.

Discussion ensued regarding iPrep and what is involved in the program.

Ms. Hirsh, from AIE Charter School reported on the following:

- This year there are approximately 300 students.
- Students were selected for the kindergarten and 6<sup>th</sup> grade based on a lottery.
- Activities include Field Day, many field trips as well as an honor roll breakfast.
- A playground was built last year through a grant the school received. Parents raised \$10,000 and were awarded \$150,000 worth of playground equipment and picnic tables.
- The school raised \$11,000 and applied for a Doctor Pepper Snapple grant to provide a canopy over the playground and they were awarded the grant. It will be installed hopefully by August of this year.
- A Charter School Program grant was received in the amount of \$350,000. The first payment of \$175,000 was spent on mostly technology such as stand-alone computers and interactive television screens and whiteboards.
- The school has wrap around Wi-Fi.
- Representatives from Rosetta Stone spent two days at the school videotaping students for a You-Tube video.

Ms. Hirsh thanked Board member Werner for visiting the school.

Dr. Kosnitsky from Miami Springs Senior High reported the following:

- Numbers are solid for teacher quality and retention.
- Enrollment dropped during the second half of the school year.
- The school became a part of the health information project. Eleventh grade students will be trained to teach curriculum to the 9<sup>th</sup> grade students in various areas of student services.

Dr. Kosnitsky suggested that the Board consider offering school data as part of their discussion in September, November and January as it ties into the schools interim data.

- The PTA Board will remain the same and Mr. Shultz has been re-elected to serve as President.
- iPegs were done this week.
- iTech will hopefully begin on May 31<sup>st</sup> or June 3<sup>rd</sup>.
- Make-ups for the ELC geometry were completed.
- The Prom was held at the Hotel Inter-Continental.
- Grad Bash went very well and the students behaved excellently. He explained there was a problem with the bus transportation.
- The Hospitality Program is holding a special ceremony for the seniors at St. Thomas University.
- Silver Knight Awards will be held at the James L. Knight Center tomorrow.

Board member Hunter asked about the teacher turnover and Dr. Kosnitsky said that teachers love the school and do not want to leave unless they are promoted or retiring.

Dr. Kosnitsky said that he is not sure about his future and he is seeking another school, while he enjoyed his time at Miami Springs.

Board member Hunter commented that he would prefer to hire someone within the system that has been trained.

## 2. Parental Involvement

### a. PTA reports

There were no PTA representatives present.

## 3. City Involvement

### a. Internship Initiative (for High School Students)

Vice Chair Zapata stated that in terms of internship initiatives for the High School, the Education Advisory Board is looking at the Chamber of Commerce in the City of Miami Springs, which would be separate from the school internship initiatives.

### b. Intergenerational Program

Vice Chair Zapata said that Chair Salomon spoke about the Intergenerational Program at the last meeting and she does not have an update on this topic.

- c. Youth Civic Engagement through established Youth Advisory Council
  - YAC update

Vice Chair Zapata stated that there were names submitted from all of the schools, except for All Angels Academy. There will be two new students representing the Youth Advisory Council when the new school year begins which are Alana Martinez-Fort and Andria Rabade. The students will be invited to four or five Education Advisory Board meetings during the year to discuss different activities they are engaged in related to civic involvement.

Jose Maldonado, student of Miami Springs Senior High School, stated that the High School needs a good Physics teacher for the next generation of students. He spoke about the iChoose project that he would like to implement throughout the schools in Miami-Dade County during the 2013-2014 school year beginning with Miami Springs Middle School. There would be a different plan for schools depending on the grade levels. Topics include teen depression, eating disorders, self-harm, etc. and it is very important to change the tone for the lower grade levels.

Jose Maldonado asked if there are any resources available from the City of Miami Springs to help with the iChoose project. He is very passionate about the project because he inspired 90% of the students at his school and he would like to do the same throughout the County.

Vice Chair Zapata asked Jose if there is a faculty member who works with him at the school and Jose said that he works with the Activities Director.

Vice Chair Zapata explained that the Activities Director could communicate with the School District in terms of what they will support. She is glad to hear that Jose will be working within the schools in Miami Springs because it is important for high schools students to work with the middle school students to provide education services.

Luis Garce, Miami Springs Senior High School, stated they are passionate about bullying because it has an effect on students academically; it creates problems in the classroom and they want to show kids that they can be safe in the learning environment. He is involved with a community organization that is holding a fundraiser on June 8<sup>th</sup>. Funds could be used to publish an iChoose booklet that includes confidential stories from students about bullying. He continued to present his ideas for various activities and fundraisers in order to spread the word about bullying.

Vice Chair Zapata said that she would like to meet with the faculty person who is working with the iChoose program in order to get an idea of what resources are available and to make sure that they have the proper contacts with the District; the material must be approved by the District. The Education Advisory Board will support the program in the community and she offered to contact the school to set an appointment with Activities Director.

Board member Hunter commented that analog bullying had been going on for centuries. He asked if digital bullying is an issue at the school in any shape or form and Jose replied that he could not recall a specific event in Miami Springs, but he would like to focus on that topic.



Vice Chair Zapata said that digital bullying should be open for discussion so that students can share stories. She knows that on-line bullying is prevalent in the City and it is difficult to determine who is responsible. As a parent of children who are now young adults, she knows that it is already a problem and students should have a voice through the project to talk about what is happening.

Board member Werner extended her support as a board member and an employee of Miami-Dade County Public Schools. She would like to be sure that the program is Board approved and she suggested that one program could be developed for everyone, with the help of the City, and it could take place at the Rebeca Sosa Theatre for the students and their parents.

Mr. Kosnitsky noted that Jose and Luis will be alumni in two weeks since they are graduating and they will be members of the community, not students at the High School.

Board member Hunter asked if the materials had been passed along to High School juniors that will become seniors next year and Jose responded that Student Government elections would be held next week and he would be meeting with the new officers.

4. District Involvement in the Community
  - a. "Healthy Living Plan"
  - b. Promotion "green" policies
  - c. Promotion of "drug-free" policies
  - d. Community beautification involving students
  
5. Communication
  - a. City to disseminate educational information
    - e.g. education page on website
  - b. City and District collaboration on legislative agendas
  - c. Regular briefings-EAB meetings
  - d. School student broadcast to include community updates with support from city

*(There was no discussion on Items # 4 or # 5 above)*

### III. New Business

#### 1. iCare Presentation

Board member Werner said that regarding the specific goals of the iCare program for each of the schools, her idea is to be an iCare community. She suggested that because the High School and the Middle School will have new Principals next year that the item could be tabled until the Board meets again in the fall and the Board members agreed.

#### 2. Integrated Science and Asian Culture Academy, Inc. (Academica)

There was no discussion regarding this item.

#### 3. Suggestions for next agenda

Board member Hunter commented that 180 days constitutes a school year, while the students learn for 150 days and the remaining 30 days are for student testing since test scores have become part of the school grade. The amount of material that the students are being asked to learn has not decreased over the last 25 to 30 years and most likely it has increased. Nothing has been done to address the possibility of increasing the number of days that teachers can teach and now interim testing is required to see if students are ready for the final testing.

Board member Hunter suggested discussing the possibility of the City Council or City Administration making a request to the School Board to consider adjusting the process to allow more days for student instruction, as opposed to fewer days, which continues to happen with the expanded testing.

Vice Chair Zapata asked if Mr. Hunter wanted to discuss expanding the school year and he responded either to expand the school year or compress the test schedule.

Vice Chair Zapata said that she understood Mr. Hunter's point; it is an accountability piece and no one likes it in terms of the current structure, but it is a reality and the decisions are made way above the District and the State, although the Board could discuss it.

Board member Hunter commented that the discussion would be a "grass roots" type of commentary to get the point across that if students are being asked to learn more they should have time to learn as opposed to more time for testing. He expressed his concern regarding the high school level education.

Vice Chair Zapata feels that the common core would bring back the art of teaching and promote student thinking, while focusing on testing has stifled teacher and student thinking and now common core will serve in some way to bring it back to a more student centered format.

Board member Hunter said that it might be the intent, but as long as testing is the focus of the school grade, then teaching will be geared to the test.

Vice Chair Zapata does not feel that input from the Education Advisory Board will solve the problem mentioned by Mr. Hunter. She would like the Board to accomplish support of the schools and the District initiatives as opposed to a venting session over what everyone knows is wrong with the system. She knows that the accountability piece is not perfect, but it is a reality and she is not opposed to the discussion, but she does not want a long discussion over something that is not going to yield results.

Vice Chair Zapata suggested that there could be a "grass roots" effort as a community outside of the Education Advisory Board since it is not the purpose of the board.

Board member Hunter added that it is a travesty that Miami Springs Senior High School has had five Principals in the last nine years. He would like to know who at the District does not like Miami Springs High and is responsible for making this happen. A business or school cannot operate effectively when the person in charge is retained for only for one or two years. He is registering his complaint and perhaps this is a topic for discussion next year because the District is "short changing" the High School in Miami Springs by turning over the Principal on a regular basis.

Board member Werner stated that she tends to agree with Mr. Hunter. She has seen great potential in iCare and she would like to continue the conversation briefly about iCare and hopes that each school can provide the Education Advisory Board with their iCare plans to show how it is serving the City of Miami Springs. She reiterated her desire to table the discussion because there will be two new Principals next year, and this makes her sad. She is heartbroken to be losing Principal Perez and she wishes Principal Rodriguez well in her promotion, although she hears good things about Principal Smith.

Board member Werner continued expressing her support of the iCare program and stressed the importance of retaining the school principals and administrators in order to be able to develop relationships in the community.

Vice Chair Zapata explained that this occurrence is not isolated to Miami Springs because it happens District-wide. She noted that there is a forum at Miami-Dade County Public School Board meetings when people can sign up and speak about issues and this is the platform to voice opinions and get a response. The Education Advisory Board is not the platform to discuss items that cannot progress.

Board member Hunter was of the opinion that if the Board does not take a position or indicate their preference no progress can be made.

Vice Chair Zapata agreed that the Board could indicate a preference but it should be indicated to people who are going to be able to respond and that is not the purpose of the Education Advisory Board. She will look into this further before the next meeting and if she is wrong the Board can certainly discuss the issue.

Lubby Navarro spoke from the audience on behalf of the District. She assured the Education Advisory Board that the new principals would introduce themselves to the Mayor and Council in order to begin building a new relationship.

Board member Hunter asked Ms. Navarro if the community should be concerned if they are unhappy about the frequent turnover of Principals and if this is something the Education Advisory Board should pursue and Ms. Navarro said that unfortunately she could not answer that question.\*

\*Note: Ms. Navarro did not come to the microphone and all her comments were not recorded.

IV. Report From School Board: None

V. Report From School District: (previously discussed at the beginning of the meeting)

VI. Announcement: None

1. Cancellation of June, July and August meetings

There was no discussion regarding this item.

VII. Adjournment

There was no further business to discuss and the meeting adjourned at 8:15 p.m.

Respectfully Submitted,

Suzanne Hitaffer  
Clerk of the Board

Transcription assistance provided by Elora R. Sakal.

Approved as written at meeting of:

\*\*\*\*\*

The comments, discussions, recommendations and proposed actions of City Citizen Advisory Boards do not constitute the policy, position, or prospective action of the City, which may only be established and authorized by an appropriate vote or other action of the City Council.

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**DRAFT**

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

***ZONING AND PLANNING BOARD***

The regular meeting of the Miami Springs Zoning and Planning Board was held on Monday, June 3, 2013 in the Council Chambers at City Hall following the Board of Adjustment meeting.

**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 7:36 p.m.

Present were: Chairman Manuel Pérez-Vichot  
Vice Chairman Francisco Fernández  
Ernie Aloma  
Bill Tallman  
Bob Calvert  
Alternate Michael White

Also Present: City Attorney Jan K. Seiden  
City Planner James H. Holland  
Secretary to the Board Elora R. Sakal

**2. APPROVAL OF MINUTES OF REGULAR MEETING:**

Minutes of the February 6, 2012 were approved as written.

Board member Aloma moved to approve the minutes as written. Board member Tallman seconded the motion, which passed unanimously on voice vote.

Minutes of the February 4, 2013 were approved as written.

Board member Tallman moved to approve the minutes as written. Board member Calvert seconded the motion, which passed unanimously on voice vote.

3. NEW BUSINESS

- A) Case # 04-V-13  
 AZURE WAY INVESTMENTS, LLC  
 200 AZURE WAY  
 ZONING: MF - MULTI FAMILY  
 LOT SIZE: 22,900 SQ. FT.

Applicant is requesting approval of a proposed site plan for a five-unit Multi-Family dwelling.

Planning and Zoning Director Holland stated that proposal is the same as was presented with the variance application case. The recommendation is for approval subject to the installation of grass paver blocks as the driveways.

Chair Pérez-Vichot clarified that the recommendation also includes the swale area and maximizing the green area between the parking garages.

Mr. Holland said that there is no site work involved. There is an FP&L transformer vault and power pole that will have to be relocated.

Discussion ensued regarding the relocation of the transformer vault and power pole.

City Attorney Seiden stated that this variance is premature. He suggested postponing this meeting until Mr. Bello gets plans.

City Attorney Seiden respectfully requested that this agenda be postponed until Mr. Bello's plans have been submitted and reviewed by the City staff, Building Department and the Arborist.

Mr. Holland advised the Board that plans from the Hyatt Hotel were initially submitted. It was determined that there were MEP sheets missing which were repaired. They are currently at DERM and the Fire Department for review.

4. ADJOURN

There was no further business to discuss and meeting was duly adjourned at 7:44 p.m.

Respectfully submitted,

---

Elora Sakal  
 Board Secretary

Approved as \_\_\_\_\_ on \_\_\_\_\_

\*\*\*\*\*  
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CITY OF MIAMI SPRINGS  
FLORIDA  
CANCELLATION NOTICE  
CODE ENFORCEMENT BOARD

The regular meeting of the Code Enforcement Board scheduled for Tuesday, June 4, 2013 has been cancelled in advance due to no cases to be heard.

A handwritten signature in black ink that reads "Tex Ziadie".

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Tex Ziadie  
Director-Building and Code Compliance Department

cc: City Clerk  
City Manager  
Code Enforcement Board Members by E-Mail  
Post



## *City of Miami Springs, Florida*

### *Architectural Review Board*

#### CANCELLATION NOTICE

The Architectural Review Board meeting on Wednesday, June 5, 2013 has been canceled due to lack of a quorum.

---

Elora R. Sakal  
Board Secretary

cc: City Council  
City Manager  
Assistant City Manager/Finance Director  
City Attorney  
City Clerk  
Planning and Zoning Director  
Architectural Review Board Members  
Post





**DRAFT**

## *City of Miami Springs, Florida*

The Board of Adjustment met in Regular Session at 7:00 p.m., on Monday, June 3, 2013 in the Council Chambers at City Hall.

### 1) Call to Order/Roll Call

The meeting was called to order at 7:08 p.m.

The following were present:

Chairman Manuel Pérez-Vichot  
Vice Chairman Francisco Fernández  
Ernie Aloma  
Bill Tallman  
Bob Calvert  
Alternate Michael White

Also present:

City Attorney Jan K. Seiden  
Planning and Zoning Director James H. Holland  
Board Secretary Elora R. Sakal

### 2) Approval of Minutes

Minutes of the March 4, 2013 meeting were approved as written.

Vice Chair Fernández moved to approve the minutes. Board member Calvert seconded the motion which was carried unanimously on voice vote.

Chair Pérez-Vichot welcomed Michael White to the Board.

### 3) Old Business: None.

4) New Business:

A) Case # 04-V-13  
AZURE WAY INVESTMENTS, LLC  
200 AZURE WAY  
ZONING: MF - MULTI FAMILY  
LOT SIZE: 22,900 SQ. FT.

- i. Applicant is seeking a variance to allow a front setback of zero feet, whereas 30 feet is required.
- ii. Applicant is seeking a variance to allow a building site area of 2,006.4 sq. ft., whereas 2,400 sq. ft. is required.
- iii. Applicant is seeking a variance to allow 2.0 parking spaces per each dwelling unit, whereas 2.25 spaces are required.

Planning and Zoning Director Holland stated that the proposal was to raze the existing five unit single story building and to replace it with five other units so that there is no increase in density or in the number of units. It is going to be a three-story building with two parking spaces on the first floor. The second floor will be the living room, dining room, kitchen, and half bathroom. The third floor will be the two bedrooms and two full bathrooms.

Mr. Holland said that he is not sure when the existing building was built; however the hotel was built in 1920. He suspects that the subject building was constructed as a storage and laundry facility. In 1978, a building permit was issued to add two apartment units to each end of the building. Since that time, three more units have somehow emerged. No off-street parking is provided. The units are rather small and average approximately 377 square feet per unit which is far below the minimum required by the code.

Mr. Holland commented that this is a good project. The City Attorney has identified another variance. After discussion, it was decided that this item is an illegal non-conforming use and another variance would be involved in expanding it as a non-conforming use or reconstructing it. The construction on the footprint is 3-feet longer and approximately 16-feet deeper so that there is an increase in the ground floor coverage.

Mr. Holland explained that the existing building is an eyesore and it is deteriorating. His recommendation is for approval because the project would eliminate the eyesore without losing residential units and without increasing the density.

To answer Chair Pérez-Vichot's question, Mr. Holland said that there was one letter of objection. The resident resides at 464 Glen Way which is south of the site.

Board Secretary Elora R. Sakal read the letter as follows:

*"I am concerned with density now that the original building is expected to be fully occupied. I am also not interested in the property being overbuilt. That being said, I love the work and improvements that are being completed, but we do not need increased density nor being overbuilt."*

City Attorney Seiden stated that the most important thing to look at is that this proposal eliminates the present situation which is where the parking is going to be. As sort of a tradeoff for the bigger footprint, the architects still cannot get to where the code wants it to be at 2,500 square feet per unit; it does not make it beyond 2,000 square feet. The 30 feet is exactly where the existing building is now. In his opinion, if the building did not have the 3-foot and 16-foot depth difference, it would be a repeat of what is already present.

Chair Pérez-Vichot commented that the soil is going to be destroyed in front of the parking garages so there should be a driveway to provide access. In prior discussions, the architect was receptive to making the driveway out of some type of pervious material so that some of the water would get to the aquifer.

Architect Miguel Bello of 2110 S.W. 125<sup>th</sup> Court, said that in discussions with Mr. Holland, he agreed to grass pavers.

Chair Pérez-Vichot suggested that Mr. Bello improve the landscaping to enhance the location. His only issue is the footprint where it goes from 7,000 square feet to 10,000 square feet.

Mr. Bello commented that the reason for the extra 16-feet is because it is needed to provide access to the second and third floor.

Chair Pérez-Vichot suggested reducing the footprint to some extent and not give up on the parking, but increase the green area and it would be more of a pervious area.

Discussion ensued regarding the drainage on the property.

Mr. Bello displayed a drawing of the front of the building showing that there will be palm trees in between the garages of each unit.

Discussion ensued regarding the type of greenery that will be used on the property.

City Attorney Seiden asked what the proposed use was for the existing building that is being renovated and Mr. Bello said that there are going to be eighteen one bedroom apartments.

City Attorney Seiden asked if the existing building that is being renovated is restricted by the Historic Designation and Mr. Bello replied in agreement.

City Attorney Seiden asked if the building that is the subject of this meeting is historically designated and Mr. Bello responded that it is not historically designated.

Chair Pérez-Vichot asked if Mr. Bello would be receptive to providing some more green area and Mr. Bello replied that he can work on providing the Board with a landscaping plan.

Mr. Bello said that he could not give an answer with regard to reducing the amount of units because he truly believes that it would not be beneficial for him if a unit is removed.

Board member Aloma commented that the project has its pros and cons but the pros outweigh the cons.

To answer Board member Tallman's question, Mr. Bello said that he does not have a plan for the parking for the existing building that is being renovated because there is no land for it.

To answer Vice Chairman Fernández' question, City Attorney Seiden stated that the only thing that takes this out of being entirely grandfathered in are the items that Mr. Holland pointed out and the additional 3 feet and 16-1/2 feet.

Discussion ensued regarding parking.

City Attorney Seiden clarified that the fourth variance for approval would be insofar as the 3-foot and the sixteen and a half feet that technically is an expansion of a non-conforming use which is under Code §150.092.

Board member Aloma moved to approve the four variances. Board member Calvert seconded the motion which was carried unanimously on voice vote.

City Attorney Seiden advised the applicant of the ten day appeal period.

5) Other Business: None.

6) Adjournment

There was no further business to be discussed and the meeting was adjourned at 7:36 p.m.

Respectfully Submitted,

Elora R. Sakal  
Board Secretary

Approved as \_\_\_\_\_ during meeting of: \_\_\_\_\_

Words ~~stricken through~~ have been deleted. Underscored words represent changes. All other words remain unchanged.

\*\*\*\*\*  
*"The comments, discussions, recommendations and proposed actions of City Citizen Advisory Boards do not constitute the policy, position, or prospective action of the City, which may only be established and authorized by an appropriate vote or other action of the City Council".*  
\*\*\*\*\*

# MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

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

CITY OF MIAMI SPRINGS  
PUBLIC HEARING - JUNE 10, 2013

in the XXXX Court,  
was published in said newspaper in the issues of

05/31/2013

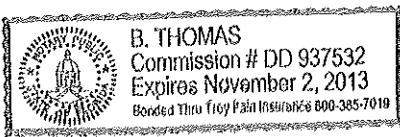
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

31 day of MAY A.D. 2013

(SEAL)

MARIA MESA personally known to me



## PUBLIC HEARING

The Miami Springs City Council will conduct a public hearing at their regular meeting on Monday, June 10, 2013, at 7:00 p.m. in the Council Chambers at City Hall, 201 Westward Drive, Miami Springs, Florida regarding the following proposed ordinance:

**ORDINANCE NO. 1055-2013 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 70-02, RED LIGHT CAMERA ENFORCEMENT, BY ADOPTING AND IMPLEMENTING THE AMENDMENTS AND NEWLY ENACTED PROVISIONS OF STATE LAW CONTAINED IN CS/CS/HB7125; PROVIDING FOR THE ADOPTION AND IMPLEMENTATION OF FUTURE AMENDMENTS AND STATUTORY PROVISIONS; AUTHORIZING THE CREATION OF A LOCAL HEARING OFFICER PROCESS CONSISTENT WITH STATE LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE**

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

Magali Valls, CMC, City Clerk

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

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: 305.805.5006, no later than seven days prior to the proceeding.  
5/31 13-3-253/2094020M

\$89.80

ORDINANCE NO. 1055-2013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 70-02, RED LIGHT CAMERA ENFORCEMENT, BY ADOPTING AND IMPLEMENTING THE AMENDMENTS AND NEWLY ENACTED PROVISIONS OF STATE LAW CONTAINED IN CS/CS/HB7125; PROVIDING FOR THE ADOPTION AND IMPLEMENTATION OF FUTURE AMENDMENTS AND STATUTORY PROVISIONS; AUTHORIZING THE CREATION OF A LOCAL HEARING OFFICER PROCESS CONSISTENT WITH STATE LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE

WHEREAS, the Florida Legislature passed CS/CS/HB7125 during the 2013 Legislative Session which amended sections of Florida Statute Sections 316.003, 316.0083, 316.650, 318.121, 318.15, 318.18, and 320.03 related to the processes, procedures, and provisions of the statutory enactments connected with the use of red light cameras as traffic infraction detectors; and,

WHEREAS, the Governor of the State of Florida signed CS/CS/HB7125 to be effective on July 1, 2013; and,

WHEREAS, consistent with the provisions of Code of Ordinance Section 70-02 (C), the City is desirous of adopting and implementing the amendments and newly enacted provisions of State Law contained in CS/CS/HB7125; and,

WHEREAS, in accordance with the new requirements of statutory law, the City wishes to implement a "Local Hearing Officer" process to permit the contesting of "Notices of Violations" issued pursuant to the red light camera process as an alternative to proceeding to a traffic court adjudication of issued violations ; and,

WHEREAS, the City Council has determined that the adoption and implementation of the amended and newly enacted provisions of State Law related to its Red Light Camera Enforcement Program are both proper and appropriate and in the best interests of the City and its citizens:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS:

Section 1: That Code of Ordinance Section 70-02, Red Light Camera Enforcement, is hereby amended as follows:

Sec. 70-02.- Red light camera enforcement.

- (A) *Recitals.....*
- (B) *Use of traffic infraction detectors.....*
- (C) *Implementation of general law.....*
- (D) *Adoption and Implementation of Amended and Newly Enacted Statutory Provisions.* The City Manager is further authorized to implement, consistent with provisions of Subsection (C) above, the amendments and newly enacted statutory provisions contained in CS/CS/HB7125 (2013). This section shall also authorize the implementation of any future amendments or newly enacted statutory provisions which impact or relate to the operation of the City's Red Light Camera Enforcement Program.
- (E) *Local Hearing Officer Process.* The City Manager is hereby authorized and directed to establish a Local Hearing Officer process for the City consistent with the requirements of State Law.

Section 2: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed insofar as they are in conflict.

Section 3: That this Ordinance shall take effect immediately upon adoption.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

The motion to adopt the foregoing ordinance was offered on second reading by \_\_\_\_\_, seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Vice Mayor Windrem	“ _____ ”
Councilman Bain	“ _____ ”
Councilman Lob	“ _____ ”
Councilman Petralanda	“ _____ ”
Mayor Garcia	“ _____ ”

\_\_\_\_\_  
Zavier M. Garcia  
Mayor

ATTEST:

\_\_\_\_\_  
Magalí Valls, CMC  
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



\_\_\_\_\_  
Jan K. Seiden, Esquire  
City Attorney

First reading: 05-28-2013  
Second reading: 06-10-2013

Words ~~stricken through~~ shall be deleted. Underscored words constitute the amendment proposed. Words remaining are now in effect and remain unchanged.



The City of Miami Springs  
Summary of Monthly Attorney Invoice  
Orshan, Lithman, Seiden, Ramos, Hatton & Huesmann, LLLP

June 4 for May

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	2,980.80	22.08
Human Resources Department	445.50	3.30
Risk Management	1,178.55	8.73
Finance Department	182.25	1.35
Building, Zoning & Code Enforcement Department	2,192.40	16.24
Planning	495.45	3.67
Police Department	1,324.35	9.81
Public Works Department	47.25	0.35
Recreation Department	135.00	1.00
IT Department		0.00
Golf	243.00	1.80
Senior		0.00
General - Administrative Work	4,059.45	30.07
<b>Sub-total - General Fund</b>	<u>\$13,284.00</u>	<u>98.40</u>
 <b><u>Special Revenue, Trust &amp; Agency Funds</u></b>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
<b>Sub-total - Special Funds</b>	\$0.00	0.00
 <b>GRAND TOTAL: ALL FUNDS</b>	 \$13,284.00	 98.40





**CITY OF MIAMI SPRINGS**  
Police Department  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 887-1444  
Fax: (305) 884-2384

Agenda Item No.

City Council Meeting of:

06-10-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald Gorland, City Manager

**FROM:** Peter G. Baan, Chief of Police

**DATE:** May 28, 2013

**RECOMMENDATION:** Recommendation that Council waive the competitive bid process and approve an expenditure not to exceed \$15,216.10, to Lou's Police Distributors, Inc., for police uniforms, pursuant to Section §31.11(E)(6)(g) of the City Code.

**DISCUSSION:** Provide police uniforms to sworn officers and civilian employees. We are requesting to waive the bid process because Lou's Police Distributors, Inc. has agreed to keep the same pricing through 12/30/13. The Department has received excellent customer service and quality product from them in past years. They are conveniently located and provide flexible hours for our officers' uniform needs. 1) 5/24/13 Letter from Lou's Police Distributors, Inc., 2) 6/13/12 Memo from L. Cates

**COST:** \$ 15,216.10

**FUNDING:** Department/ Description: Police Uniform  
Account Number: 001-2001-521.52-03

**PROFESSIONAL SERVICES APPROVAL:**

*Lou's Police Distributors, Inc.*  
*"The Source Behind The Force"*



May 24, 2013

Mr. Pete G. Baan, Chief of Police  
City of Miami Springs Police Department  
201 Westward Drive,  
2<sup>nd</sup> Floor,  
Miami Springs, Florida 33166

Dear Chief Baan;

Please be advised that we are honoring your current pricing issued on June 12, 2012 through December 30, 2013, except for the Blauer products of which pricing can only be honored through September 2013. As soon as the Blauer manufacturer notifies us of the new pricing, we will notify you.

We are currently in a 30,000 square foot building with fully stocked warehouse, a full knowledgeable staff in the sales of firearms, ammunition, uniforms, body armor, police equipment, supplies, shoes, knives, sunglasses, watches, badges and many other miscellaneous items. We also have two full time seamstresses on staff.

We appreciate your business and are looking forward to proudly continue servicing your Police Department needs in the future.


Sincerely,

A handwritten signature in cursive script, appearing to read "Lou Garcia".

Lou Garcia

# MIAMI SPRINGS POLICE DEPARTMENT

## MEMORANDUM

**TO:** Peter G. Baan, Chef of Police  
**FROM:** Police Admin. Specialist II Leah Cates   
**SUBJECT:** Police Uniform Quotes  
**DATE:** June 13, 2012

I requested written uniform quotes from six vendors on April 30, 2012 and have received the following three quotes (see attachments):

Harrison Uniforms	\$12,578.80
Lou's Police Distributors	\$15,216.10
All Uniform Wear	\$17,368.00

We have used all of the above listed vendors for our uniforms within the past ten years. Although they are not the lowest quote this time (a difference of \$2637.30), Lou's Police Distributors has provided the highest product quality, customer service and billing accuracy during this last fiscal year. They are also the most convenient location for our officers to reach for their uniform needs.

I take the responsibility of spending the City's funds carefully and am very frugal and cost conscious with the Police Department's accounts. However, I recommend we not choose the lowest bid and select Lou's Police Distributors. I had numerous billing problems, customer service issues and substandard product when we used Harrison during FY 05/06, FY 06/07 and FY 07/08. I feel that with the substandard quality of merchandise as well as labor intensive accounting, it is not actually a savings to the City.

/s



**CITY OF MIAMI SPRINGS**  
Public Works  
345 N Royal Poinciana Blvd  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5170  
Fax: (305) 805-5195

Agenda Item No.

City Council Meeting of:

06-10-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald Gorland, City Manager

**FROM:** Tom Nash, Public Works Director

**DATE:** June 5, 2013

**RECOMMENDATION:**

Recommendation that Council award a bid to Vac-Con Inc., utilizing a cooperative purchase piggyback with HGAC, Contract #SC01-12 in the amount of \$271,195.00, for a Vac-Con truck, pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** The current truck is 14 years old and has a damaged main vacuum unit which will cost \$20,000.00 to repair. Truck is out of service at this time.

**COST:** \$ 271,195.00

**FUNDING:** Department/ Description: Storm water machinery  
Account Number: 440-3901-539-6400

**PROFESSIONAL SERVICES APPROVAL:** \_\_\_\_\_



**EQUIPMENT LIST**  
City of Miami Springs  
May 31, 2013

New Vac-Con Model V390SHA/1000  
3 Stage Centrifugal Compressor  
High Volume Hydrostatic Pump  
9 Yard Corten Steel Debris Tank  
Debris Body Power Flush System, 8 Jets  
6" Knife Valve in lieu of 5" Butterfly Valve  
Remote Debris Tank Grease Zerk Assembly  
Hydraulic Rear Door Locks  
Dual Engine Configuration  
*Auxiliary Engine Remote Oil Drain*  
1000 Gallon Fresh Water Capacity  
60 GPM @ 2000 PSI Water System  
600' x 1" Capacity Front Mounted Articulating Hose Reel, Pivot to Driver's Side  
400' x 1" Sewer Hose  
Hose Footage Counter  
Grease Zerk Assembly for Articulating Hose Reel  
6' Telescoping Boom Assembly with Pendant Control Station  
Remote Boom Grease Zerk Assembly  
Hydro Excavation Package: 50' High Pressure Hand Gun Reel, High Pressure Unloader Valve  
and High Pressure Extendable (5') Excavation Nozzle with Quick Disconnect  
Front & Rear Mounted Strobe Lights with Limb Guards  
Arrowstick  
Hand Held Spotlight  
Boom & Rear Mounted Flood Lights  
Storage Box Behind Cab  
50' Capacity Hand Gun Hose Reel  
Low Water Alarm with Light  
Body Load Limit Alarm, Level Indicator  
Back Up Alarm  
2 ½" Water Drain Gate Valve  
20' Aluminum Tubes with Quick Clamps  
Folding Pipe Rack, Tank Mounted Driver's Side  
Folding Pipe Rack, Tank Mounted Curb Side  
Sanitary Nozzle, Penetrator Nozzle  
Fire Extinguisher  
Triangle Kit

***Mounted on***

2014 Freightliner **Single Rear Axle Chassis**  
**43,000 GVWR**  
350 HP Diesel Engine  
Allison 3000 RDS Transmission



Requested month: 00 00 For period: 060108 060413

Code	Description	-----Requested month-----		-----For period-----		-----Life to date-----		Avg. cost
		Count	Cost	Count	Cost	Count	Cost	
C	COMMERCIAL	.00	.00	6.00	999.89	6.00	999.89	166.64
CL	COMMERCIAL - LABOR	.00	.00	2.00	837.42	2.00	837.42	418.71
CP	COMMERCIAL - PARTS	.00	.00	49.00	6,173.54	49.00	6,173.54	125.99
L	LABOR	.00	.00	294.11	13,442.90	294.11	13,442.90	45.70
P	PARTS	.00	.00	293.50	2,536.26	1,525.10	17,586.16	11.53
T	TIRES	.00	.00	10.00	3,329.59	35.00	8,741.88	249.76
Equipment count totals:		.00		654.61		1,911.21		
Equipment cost totals:			.00		27,319.60		47,781.79	25.00

LIFE TO DATE  
 REPAIRS

47,781.79 CURRENT REPAIRS  
 + 20,000.00 PROPOSED REPAIR  
 \$67,781.79 IN REPAIR COSTS  
 WOULD BE ALMOST HALF  
 OF ORIGINAL PURCHASE





**CITY OF MIAMI SPRINGS**  
Public Works  
345 N Royal Poinciana Blvd  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5170  
Fax: (305) 805-5195

Agenda Item No.

City Council Meeting of:

06-10-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald Gorland, City Manager

**FROM:** Thomas Nash, Public Works Director

**DATE:** June 6, 2013

**RECOMMENDATION:**

Recommendation that Council waive the competitive bid process and approve an expenditure of \$27,005.00 to Distreebutors, for tree planting, pursuant to Section §31.11(E)(6)(g) of the City Code.

**DISCUSSION:** City wide tree planting for 2013 with Distreebutors being the lowest of the 3 quotes. The RFP process was not feasible due to the season and open window for opportunity for planting. Additionally, vendor availability and tree types selected were limited.

**COST:** \$ 27,005.00

**FUNDING:** Department/ Description: Streets contractual  
Account Number: 001-5402-541-3409  
Budgeted

**DOCUMENTS** 3 QUOTES

**PROFESSIONAL SERVICES APPROVAL:**



Miami Springs 2013

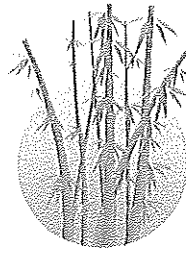
820 NW 87<sup>TH</sup> AVENUE, SUITE 402 \* MIAMI FL 33172-3430 \* 305 551 8208 FAX 305 551 8099

Certified Arborist \* Consultant \* Tree Service

landscaping and irrigation contractors

COMMON NAME	SCIENTIFIC NAME	QUANTITY	SPECIFICATIONS	UNIT PRICE	EXTENDED
Black Ironwood	<i>Krugiodendrum ferr</i>	1	25G, 8'+ OA, STD	\$ 385.00	\$ 385.00
Blolly	<i>Guapira discolor</i>	2	25G, 10'+ OA, STD	\$ 325.00	\$ 650.00
Dahoon Holly	<i>Ilex cassine</i>	4	45G, 14'OA	\$ 425.00	\$ 1,700.00
Florida Privet	<i>foresteria segregat</i>	20	15G, 4'OA Bush	\$ 150.00	\$ 3,000.00
Orange Geiger	<i>Cordia sebestena</i>	17	25G, 10'+ OA, STD	\$ 225.00	\$ 3,825.00
Jamaican Rain Tree	<i>Brya ebenus</i>	12	25G, 6'OA x 3-4' Spr	\$ 325.00	\$ 3,900.00
Japanese Fern	<i>Filicium decipiens</i>	2	45G, 10'-12'OA	\$ 325.00	\$ 650.00
Live Oak	<i>Quercus virginiana</i>	7	45G, 14'OA+ Cathedral	\$ 445.00	\$ 3,115.00
Laurel Oak	<i>Quercus laurifolia</i>	4	45G, 14'OA+	\$ 365.00	\$ 1,460.00
Mahogany	<i>Swietenia mahagon</i>	1	45G, 14'OA+	\$ 325.00	\$ 325.00
Jacaranda	<i>Jacaranda mimosi</i>	1	45G, 14'OA+	\$ 325.00	\$ 325.00
Pink Tab	<i>Tabebuia heteroph</i>	1	45G, 14'-16'OA	\$ 325.00	\$ 325.00
Dwarf Ylang Ylang	<i>Cananga odo. "frut</i>	13	15G, 3'OA	\$ 465.00	\$ 6,045.00
Silver Buttonwood	<i>Conocarpus erect</i>	2	45G, 14'OA	\$ 325.00	\$ 650.00
Yellow Tab	<i>Tabebuia Caraiba</i>	1	45G, 14'OA	\$ 325.00	\$ 325.00
Crape Myrtle	<i>Lagerstroemia spe</i>	1	45G, 12'-14'OA	\$ 325.00	\$ 325.00
	<b>TOTAL</b>	<b>89</b>			<b>\$ 27,005.00</b>

Mesis Landscape Services, Inc.  
 18950 SW 139th Avenue  
 Miami, FL 33177



**QUOTE**

Quote Number:  
 1017Revised  
 Quote Date:  
 May 22, 2013  
 Page:  
 1

Voice: 305-254-5500  
 Fax: 305-254-5090

Quoted to:  
 City of Miami Springs Public Works  
 345 N Royal Poinciana Blvd.  
 Miami Springs, FL 33166

**MESIS**  
 LANDSCAPE SERVICES

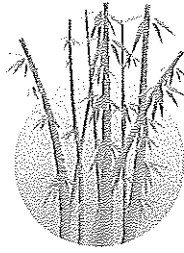
Ship to:  
 City of Miami Springs  
 345 N Royal Poinciana Blvd.  
 Miami Springs, FL 33166

Customer ID	Good Thru	Payment Terms
City of Miami Spring	6/21/13	Net 25 Days

Quantity	Item	Description	Unit Price	Extension
		Attention: Tom nash		
		Tree Installations- 14-16 OH min 2"		
		DBD, Florida Grade 1, watering for		
		90 days		
1.00		(1) Black ironwood- 100 gal	1,200.00	1,200.00
2.00		(2) Blolly Guaipira discolor	395.00	790.00
4.00		(4) Dahooch Holly	395.00	1,580.00
20.00		(20) Florida Privet (still trying to		
		locate them from West coast) n/a		
17.00		(17) Orange Geiger Tree Cordia	395.00	6,715.00
		sebestena		
12.00		(12) Jamaica Rain - 45 gal	495.00	5,940.00
2.00		(2) Japanese Fern- 12 ft.	450.00	900.00
7.00		(7) Southern Live Oak- 45 gal	395.00	2,765.00
4.00		(4 )Laurel Oak (N/A) Trying to		
		locate them F.G. from West Coast		
1.00		(1) Mahogany- 45 gal	395.00	395.00
1.00		(1) Jacaranda - 45 gal	495.00	495.00
1.00		(1) Pink Tab	395.00	395.00
13.00		(13) Dwarf Ylang Ylang - 45 gal	450.00	5,850.00
2.00		(20 Silver Buttonwood- 65 gal	450.00	900.00
1.00		(1) Yellow Tab- 45 gal	395.00	395.00

Subtotal                      Continued  
**TOTAL**                      **Continued**

Mesis Landscape Services, Inc.  
 18950 SW 139th Avenue  
 Miami, FL 33177



**QUOTE**

Quote Number:  
 1017Revised  
 Quote Date:  
 May 22, 2013  
 Page:  
 2

Voice: 305-254-5500  
 Fax: 305-254-5090

Quoted to:  
 City of Miami Springs Public Works  
 345 N Royal Poinciana Blvd.  
 Miami Springs, FL 33166

**MESIS**  
 LANDSCAPE SERVICES

Ship to:  
 City of Miami Springs  
 345 N Royal Poinciana Blvd.  
 Miami Springs, FL 33166

Customer ID	Good Thru	Payment Terms
City of Miami Spring	6/21/13	Net 25 Days

Quantity	Item	Description	Unit Price	Extension
1.00		(1) Crepe Myrtle- Lavender color 45 gal  Authorized By:  Date:	295.00	295.00

Subtotal 28,615.00  
**TOTAL 28,615.00**



Wednesday, June 05, 2013

Re: Various Tree Installation

Tom Nash  
 City of Miami Springs  
 345 North Royal Poinciana Blvd  
 Miami Springs, FL 33166  
 305-805-5170

Dear Tom:

Pursuant to your request, below please find our estimate to provide the following landscape services to be performed at locations to be determined, for the following costs:

Purchase, delivery, and installation of:	Size (ft)	Qty		
Black ironwood	12	1	\$ 817.50	\$ 817.50
Blolly	10	2	\$ 442.50	\$ 885.00
Dahoon holly	14	4	\$ 480.00	\$ 1,920.00
Florida privet	6-8	20	\$ 342.50	\$ 6,850.00
Orange Geiger	12	17	\$ 505.00	\$ 8,585.00
Jamaican rain tree	6	12	\$ 442.50	\$ 5,310.00
Japanese fern tree	14	2	\$ 567.50	\$ 1,135.00
Live oak	14	7	\$ 480.00	\$ 3,360.00
Laurel oak	14	4	\$ 480.00	\$ 1,920.00
Mahogany tree	14	1	\$ 480.00	\$ 480.00
Jacaranda tree	14	1	\$ 555.00	\$ 555.00
Pink tab	14	1	\$ 480.00	\$ 480.00
Dwarf ylang-ylang	6	13	\$ 1,005.00	\$ 13,065.00
Silver buttonwood	12	2	\$ 505.00	\$ 1,010.00
Yellow tab	14	1	\$ 480.00	\$ 480.00
Crape myrtle "lavender"	12-14	1	\$ 480.00	\$ 480.00
<i>Includes a 90 days watering schedule</i>				

**Total: \$ 47,332.50**  
**+ Sales tax if applicable**

**Notes:**

- o Permit not included.
- o Sales tax will be added to invoice if applicable.

Respectfully Submitted,  
*Mario Cantero*  
 Mario Cantero  
 Landscape Manager

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**ACCEPTANCE OF PROPOSAL**

The above prices (\$47,332.50), taxes, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payments terms: 30 days.**

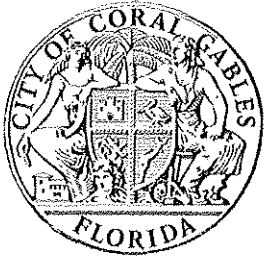
Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

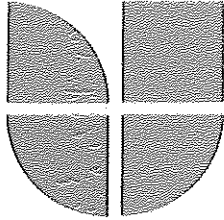


## References



### **City of Coral Gables**

SFM Services maintains the medians and right of ways for the City of Coral Gables for over the past 13 years. This contract consists of landscape installation, lawn maintenance, fertilization, and tree trimming.



### **Univision**

SFM provides landscape & janitorial maintenance services to their headquarters located in Doral for the last 12 years. Scope of work includes maintenance, tree trimming, irrigation, and planting.



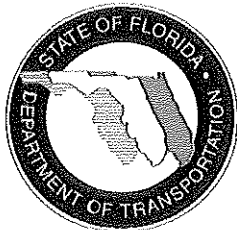
### **City of Doral**

SFM has provided complete landscape and irrigation maintenance to the City for the last 6 years. SFM also completed the City's first beautification project on NW 58<sup>th</sup> Street. Other services provided to the city are street sweeping services and canal cleaning.



### **Homestead-Miami Speedway**

Since 2004, SFM has provided Janitorial and landscape maintenance to the speedway complex. Provide additional labor for Nascar Races and special events.



### **Florida Department of Transportation**

SFM has completed numerous landscape installation projects throughout DOT roads. Currently SFM provides miscellaneous landscape maintenance and tree trimming services to several districts.



### **Magic City Casino**

SFM has provided landscape maintenance to the casino for over 10 years. Scope of service includes: maintenance, tree trimming, irrigation, and planting



**CITY OF MIAMI SPRINGS**  
Police Department  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 887-1444  
Fax: (305) 884-2384

Agenda Item No.

City Council Meeting of:

06-10-2013

**TO:** Honorable Mayor Garcia and Members of the City Council  
**VIA:** Ronald Gorland, City Manager  
**FROM:** Peter G. Baan, Chief of Police  
**DATE:** June 6, 2013

**RECOMMENDATION:** Recommendation that Council Approve an expenditure to Royal Rent-A-Car Systems of Florida, the lowest responsible quote, in the amount of \$19,296.00, for the monthly rental of two vehicles (for a twelve-month period), pursuant to Section §31.11 (C)(2) of the City Code.

**DISCUSSION:** Monthly rental of two (2) undercover/unmarked vehicles for a twelve-month period, beginning July 1, 2013 through June 30, 2014. See attached documentation: 1) Memoranda from J. Kahn, 2) Letter from Royal-Rent-A-Car, 3) Email from Global Rent a Car of South Florida, Inc., 4) Price Quotes from Enterprise Rent-A-Car

**COST:** \$ 19,296.00


**FUNDING:** Department/ Description: LETF/Police Rentals and Leases  
Account Number & Amount: 650-2010-521.44-00  
Budgeted

**FEDERAL STATUTE:** Civil Asset Forfeiture Reform Act, PL 106-185

**PROFESSIONAL SERVICES/PROCUREMENT APPROVAL:**

# MIAMI SPRINGS POLICE DEPARTMENT

## MEMORANDUM

**TO:** Chief P. Baan  
**FROM:** Captain J. Kahn   
**SUBJ:** LETF/MSPD Rental Car Program  
**DATE:** 6/5/2013

Our rental car program expires on 6/30/2012. We are currently using Royal Rent-A-Car located at 3650 NWSRD in Miami. We have utilized them for since 2003 and they have provided efficient and professional service in the past. There are several police agencies from Miami-Dade and Broward that are utilizing this company for rental vehicles. There are no government contracts still in effect.

The following are three written quotes from different rental car agencies per our requirements:

### **Royal Rent-A-Car**

1 mid-size vehicle @ \$ 783.00 monthly / 1 upgrade vehicle @ \$ 825.00 monthly  
 $\$ 9,396.00 + \$ 9,900.00 = \$ 19,296.00$  annually

### **Global Rent a Car**

1 mid-size vehicle @ \$ 847.00 monthly / 1 upgrade vehicle @ \$ 997.37 monthly  
 $\$ 10,164.00 + \$ 11,968.44 = \$ 22,132.44$  annually

### **Enterprise Rent a Car**

1 mid-size vehicle @ \$ 735.00 monthly / 1 upgrade vehicle @ \$ 920.00 monthly.  
 $\$ 8,820.00 + \$ 11,040.00 = \$ 19,860.00$  annually

I would recommend utilizing Royal Rent-A-Car again, being that they are the less expensive than the other companies and they have provided an efficient and professional service since 2003.



Miami Springs  
Police Department

Memorandum

Rev'd 06/05/2013  
PBA

**To:** Ronald Gorland, City Manager  
**Through:** Peter Baan, Chief of Police  
**From:** Captain Jon Kahn *J. Kahn*  
**Subject:** 12 Month Proactive Crime Prevention Program  
(Funded by the Law Enforcement Trust Fund)  
**Date:** 6/5/2013

**Background:**

The Florida Contraband Forfeiture Act, Florida Statutes 932.701 - 932.707, provides that money, property and monies from the sale of certain properties forfeited in accordance with law shall be deposited in a Law Enforcement Trust Fund (L.E.T.F.). Expenditures from the L.E.T.F. are also governed by the provisions of the Florida Contraband Forfeiture Act. The Act states that fifteen percent (15%) of the funds forfeited on an annual basis must be utilized to fund **Crime Prevention**, Drug Education, and School Resource Officer Programs.

The Miami Springs Police Department's participation in joint investigations with Federal, State and County Agencies has resulted in substantial forfeiture seizures. The current balance of the Miami Springs Police Law Enforcement Trust Fund is in excess of eight hundred thousand dollars.

**Program Description:**

In response to the victimization of residents, business owners and tourists within the City, the Miami Springs Police Department deploys a proactive **crime prevention** task force. The targeted crimes are primarily robbery, burglary, theft and narcotics violations. The task force deploys undercover police officers in unmarked vehicles. These officers surveil the areas affected by recent crime trends and take proactive steps to deter those crimes. Strategies for deterrence will include traffic stops, field interviews of suspects and arrests if appropriate. The prime focus is to prevent the crimes from occurring.

Computer data will be utilized to analyze intelligence information gathered by the task force and other sources. Statistical analysis of recent crime trends will be utilized to assist in the effective deployment of the Task Force.

The standard police fleet vehicle may be recognized by the criminal element and can ineffective as an undercover or surveillance vehicle. This situation compromises the safety of the officer occupying the vehicle and makes undercover operations difficult. It is essential for officer safety and the success of these investigations to change vehicles frequently.

The necessity for a second undercover vehicle in this program is due to the assignment of a Miami Springs Police investigator to the South Florida High Intensity Drug Trafficking Area (HIDTA) Task Force. The HIDTA Task Force Program had initially provided a vehicle to this investigator. However, after successful asset sharing cases and the receipt of asset sharing funds by the participating agency, the HIDTA Program requires the Department to provide a vehicle for the investigator.

Royal Rent-A-Car, Inc. provides a large selection of vehicles and the ability to change vehicles, without restriction. The current contract expires on 6/30/2012. Numerous municipalities within Miami-Dade and Broward Counties utilize this company for rental vehicles. Royal Rent-A-Car was the lowest of three written quotes. See attached memo for quote information. Royal Rent-A-Car will maintain and repair the vehicles provided under this agreement, as necessary. There are no mileage restrictions. If a vehicle under contract is damaged, the City of Miami Springs will be responsible for the first \$500.00 worth of damage per accident. Royal Rent-A-Car will assume responsibility for all damage above \$500.00 to the vehicles rented under this agreement. Liability insurance in the amount of \$300,000 combined single limit per occurrence for bodily injury and property damage is provided by Royal Rent-A-Car.

One mid-size, six cylinder automobile will be utilized by the crime prevention team. The nature of the HIDTA Investigator's assignment necessitates an upgraded vehicle. The following is a breakdown of the projected cost to fund two rental (2) vehicles for the recommended 12 month program, beginning July 1, 2013. If mutually agreed upon, the program can be renewed for one 12 month period with a 5% increase.

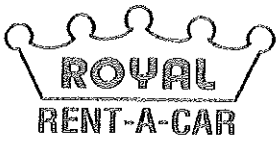
**Program Cost Projection:**

07/01/2013 to 06/30/2014 (12 mos.)	
1 mid-size vehicle @ \$783.00/mo.	\$ 9,396.00
1 upgrade vehicle @ \$825.00/mo.	\$ 9,900.00

**Total 12 month program cost:        \$ 19,296.00**

**Recommendation:**

It is recommended that the Council approve \$19,296.00 for expenditure from the Law Enforcement Trust Fund, to provide for the rental of two (2) unmarked vehicles for 12 month period. This expenditure and the program that it will fund will comply with the provisions of Florida State Statute 932.7055 (4)(a)(b).



May 29, 2013

Captain J.Kahn  
Miami Spring Police Department  
201 Westward Drive  
Miami Spring, FL 33166

Dear J. Kahn.

Please consider the following proposal for a 1 year rental /lease.

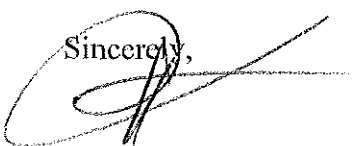
Upon mutual agreement this contract may be extended for two additional one-year periods. All conditions will remain the same, with the rates subject to increase in accordance with the preceding years Consumer Price Index (CPI). In no event shall the price adjustment exceed five percent (5%).

Midsize-	Altima, S40, Mustang, Camry	\$783.00
Pickups-	F150, F250,	\$825.00
SUV-	Explorer, Nitro, Edge,	\$825.00
Minivans-	Sedona, Grand Caravan	\$825.00

With maintenance  
\$500.00 Deductible on Physical Damage  
300,000 C.S.L.  
No U.M.

Thanking you beforehand, I remain,

Sincerely,



Ismael Perera  
President

IP/gs

**Jonathan Kahn**

**From:** Jerry Balester  
**Sent:** Tuesday, June 04, 2013 4:47 PM  
**To:** Jon Kahn; Jonathan Kahn  
**Subject:** Fwd: Price Request

Sent from my iPhone

Begin forwarded message:

**From:** Luz Dixon <[ldixon@globalrac.com](mailto:ldixon@globalrac.com)>  
**Date:** June 4, 2013, 4:29:29 PM EDT  
**To:** 'Jerry Balester' <[JBalester@miamisprings-fl.gov](mailto:JBalester@miamisprings-fl.gov)>  
**Cc:** 'Lic. Victor Casado' <[casadov@gmail.com](mailto:casadov@gmail.com)>  
**Subject:** **RE: Price Request**

Hi Jerry,

Sorry about the delay, I had to check on the inventory for July.

This is what we could come up with for the year:

Total rate includes taxes, fees and the collision damage waiver with \$500 deductible:

For the sedan we could do a Chevy Impala or similar vehicle total of \$847 a month (4 weeks at the time) we will renew the contract every 4 weeks and perform scheduled maintenance(oil change, tire rotation, balance etc) every 4000 miles .

For the SUV we could do a Ford Explorer or similar for \$997.37 under the same conditions as the sedan.

Please let me know if it works for you guys.

Thanks.

Luz M. Dixon  
 Manager  
 Global Rent a Car of South Florida Inc  
 Phone:(954)462-3800/(305)635-3060  
 Fax: (954) 924-1756  
 Cell: (954)658-7675  
[www.globalrac.com](http://www.globalrac.com)

**From:** Jerry Balester [<mailto:JBalester@miamisprings-fl.gov>]  
**Sent:** Monday, June 03, 2013 2:06 PM  
**To:** [ldixon@globalrac.com](mailto:ldixon@globalrac.com)  
**Subject:** Price Request

The Miami Springs Police Department currently rents two vehicles, We are looking for prices renting two for a year starting July 2013. I Like to request a price for a midsize something comparable to a Dodge Charger and the other for an upgrade, SUV, truck van etc. They would need to include insurance with a \$500 deductible. Maintenance would also need to be included.

Thank You  
 Detective Jerry Balester  
 cell (954) 257-1291  
 201 Westward Dr

6/5/2013



Here is an overview of the vehicles available through Enterprise Rent-a-Car. With Enterprise having the largest and most diversified fleet in the industry, our inventory is always rotating. Therefore, specific vehicles may or may not always be available on a given date. Conversely new models are always being added. \* Vehicles are subject to change bases on available purchase by Enterprise Rent-A-Car and by a model being discontinued or updated

**Category I – Compact Sedans \$22.00/day \$153.00/week \$655.00/month**

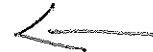
<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Nissan	Versa	Dodge	Caliber
Mazda	3	Nissan	Sentra
Toyota	Yaris	Toyota	Corolla
Hyundai	Accent	Kia	Forte
Chevy	Sonic	Ford	Focus
Hyundai	Elantra	Ford	Fiesta
Chevy	Cruze		

**Category II – Mid-Size Sedans \$22.00/day \$154.00/week \$660.00/month**

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Ford	Fusion	Kia	Soul
Chrysler	200	Volkswagen	Jetta
Dodge	Avenger		

**Category III – Full-Size Sedans \$25.00/day \$172.00/week \$735.00/month**

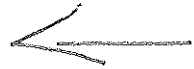
<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Chevy	Impala	Mazda	6
Nissan	Altima	Kia	Optima
Toyota	Camry	Dodge	Charger
Chevy	Malibu	Hyundai	Sonata
Volkswagen	Passat		



**Category IV – Pick Up-Trucks \$27.00/day \$190.00/week \$815.00/month**

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Chevy	Silverado	Dodge	Ram
Nissan	Frontier	Ford	F150
Dodge	Dakota		





Category V – SUV's Sports Utility Vehicles \$31.00/day \$215.00/week \$920.00/month

Nissan	Pathfinder	Mazda	CX-7
Nissan	Murano	Jeep	Compass
Dodge	Durango	Nissan	Rouge
Ford	Explorer	Kia	Sportage
GMC	Terrain	Dodge	Journey
Chevy	Traverse	Hyundai	Santa Fe
Ford	Edge	Kia	Sorento
Jeep	Grand Cherokee	Jeep	Liberty
GMC	Yukon	Toyota	Rav 4
GMC	Acadia	Chevy	Tahoe
Ford	Expedition	Jeep	Patriot
		Dodge	Nitro

Category VI – Sporty Cars \$25.00/day \$177.00/week \$760.00/month

Mitsubishi	Eclipse	Dodge	Challenger
Ford	Mustang	Chevy	Camero

Category VII – Minivans \$26.00/day \$183.00/week \$785.00/month

Dodge	Grand Caravan	Chrysler	T & C
Kia	Sedona	Nissan	Quest
Toyota	Sienna		

Category VIII – 12-15 Passenger Vans \$34.00/day \$238.00/week \$1013.00/month

Chevrolet	E35P Express	Ford	E35P Econoline
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Category IX – Luxury \$33.00/day \$233.00/week \$999.00/month

Cadillac	CTS	Lincoln	MKS
Infiniti	G37	Cadillac	SRX



CITY OF MIAMI SPRINGS  
 OFFICE OF THE CITY CLERK  
 201 Westward Drive  
 Miami Springs, FL 33166-5259  
 Phone: 305.805.5006  
 Fax: 305.805.5028

TO: Honorable Mayor Garcia and Members of the City Council  
 FROM: Magalí Valls, City Clerk  
 DATE: June 3, 2013  
 SUBJECT: PENDING BOARD APPOINTMENTS

\*\*\*\*\*

The following appointments are pending:

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<b><u>Board of Adjustment/Zoning and Planning Board</u></b>				
Mayor Xavier Garcia	Francisco Fernández	04-30-2015	10-14-1991	11-28-2011
Councilman Bain – Group 2	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilman Lob – Group 3	Bill Tallman	04-30-2016	01-11-2010	05-14-2012
<b><u>Architectural Review Board</u></b>				
Councilman Bain – Group 2	Joe Valencia	10-31-2014	02-27-2012	02-27-2012
<b><u>Civil Service Board</u></b>				
Vice Mayor Windrem – Group 1	Rob Youngs	06-30-2015	01-11-2010	01-11-2010
Councilman Bain – Group 2	Carrie Figueredo	06-30-2015	08-24-2009	08-24-2009
<b><u>Code Review Board</u></b>				
Mayor Xavier Garcia	Connie Kostyra*	04-30-2015	VACANT	VACANT
Councilman Lob – Group 3	Dan Dorrego	04-30-2016	08-11-2003	05-24-2010
Councilman Petralanda–Group 4	Jana Armstrong	04-30-2016	06-11-2001	05-10-2010
<b><u>Disability Advisory Board</u></b>				
Mayor Xavier Garcia	Charlene Anderson*	12-31-2013	VACANT	VACANT
Councilman Bain – Group 2	Peter Newman*	12-31-2013	VACANT	VACANT
<b><u>Ecology Board</u></b>				
Vice Mayor Windrem – Group 1	Martin Crossland*	04-30-2015	VACANT	VACANT
Councilman Lob – Group 3	Dr. Mara Zapata*	04-30-2016	VACANT	VACANT
Councilman Petralanda–Group 4	Laura Pilgrim	04-30-2016	03-25-2013	03-25-2013

<u>APPOINTMENT COUNCILMEMBER</u>	<u>CURRENT MEMBER</u>	<u>NEW TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT DATE</u>	<u>LAST APPOINTMENT DATE</u>
<b><u>Education Advisory Board</u></b>				
Mayor Xavier Garcia	Caridad Hidalgo	05-31-2015	01-28-2013	01-28-2013
Vice Mayor Windrem – Group 1	Michael G. Hunter	05-31-2015	05-14-2012	05-14-2012
Councilman Bain – Group 2	Dr. Mara Zapata	05-31-2015	06-13-2011	06-13-2011
Councilman Lob – Group 3	Dr. John Salomon	05-31-2015	12-14-2009	06-13-2011
<b><u>Historic Preservation Board</u></b>				
Mayor Xavier Garcia	Sydney Garton**	01-31-2016	11-08-1993	02-08-2010
<b><u>Recreation Commission</u></b>				
Mayor Xavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
Councilman Petralanda-Group 4	Beth Tilman	04-30-2016	05-26-2009	05-10-2010
<b><u>Revitalization &amp; Redevelopment Ad-Hoc Committee</u></b>				
Vice Mayor Windrem – Group 1	Arturo Rábade*	N/A	VACANT	VACANT
Councilman Petralanda-Group 4	Todd Stiff*	N/A	VACANT	VACANT

\* Connie Kostyra resigned on April 28, 2011.  
 Charlene Anderson resigned on June 6, 2011.  
 Peter Newman resigned on August 1, 2009.  
 Dr. Mara Zapata resigned from the Ecology Board to become a member of the Education Advisory Board.  
 Martin Crossland resigned on January 9, 2013.  
 Todd Stiff resigned from the Revitalization & Redevelopment Ad-Hoc Committee to become the alternate member of the Board of Adjustment/Zoning & Planning Board  
 Arturo Rábade was removed by Councilman Best on January 28, 2013.

\*\* Historic Preservation Board – 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/Finance Director  
 City Attorney  
 Affected Board Members

ORDINANCE NO. 1054-2013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 150-015, PARKING OF COMMERCIAL VEHICLES IN CITY LIMITS, TO UPDATE AND CLARIFY WHICH COMMERCIAL VEHICLES MAY OR MAY NOT BE PARKED IN THE RESIDENTIAL, MULTI-FAMILY RESIDENTIAL, BUSINESS, AND COMMERCIAL ZONING DISTRICTS OF THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE

WHEREAS, the City ordinance related to the parking of commercial vehicles in the City has not been reviewed or updated in many years; and,

WHEREAS, the City has become aware of the recent trends related to the operation of vans, trucks, and sport utility vehicles instead of standard automobiles for family purposes; and,

WHEREAS, it has also become apparent that many of the vehicles being used for family transportation are also being used in family businesses; and,

WHEREAS, the use and nature of the vehicles currently being purchased and operated for family and business purposes are sufficiently different from single use family automobiles to justify a review of the City's parking provisions; and,

WHEREAS, there appears to be sufficient current justification to permit the parking of certain vehicles previously categorized as "commercial vehicles" in the various zoning districts of the City; and,

WHEREAS, despite the current justification for the amendment of the City's commercial vehicle parking regulations, it is equally apparent that the same trends today from single purpose automobiles to larger multi-purpose vehicles requires the enactment of restrictions, limitations, and controls on the parking of the current day "commercial vehicles" within the various zoning districts of the City; and,

WHEREAS, the City Council has received presentations from City Staff and conducted extensive debate at public meetings regarding the updating and revising of the City's current commercial vehicle parking ordinance; and,

WHEREAS, the City Council has determined that the updated, clarified, and revised provisions presented regarding the parking of commercial vehicles in the City is in the best interests of the City and its citizens:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS:

Section 1: That Code of Ordinance Section 150-015 – Parking of commercial vehicles in City limits, is hereby amended as follows:

Sec. 150-015. - Parking of commercial vehicles in City limits.

(A)

~~It shall be unlawful for any person to park any commercial vehicle or truck of one-ton load capacity or over, and any motor vehicle commonly known as a bus, which term shall include vehicles, excluding station wagons, used for the transportation of school children, or any trailer with or without refrigeration motors, in or upon any public or private property, including off-street parking facilities, in any zoned residential district of the City as designated on the official zoning map referred to in § 150-003, for a period of time in excess of two hours between 7:00 a.m. and 6:00 p.m., and at any time between 6:00 p.m. and 7:00 a.m., or upon any public or private property including off-street parking facilities in any other zoning district of the City for a period of time in excess of two hours at any time, unless specific permission to do so has been secured in writing from the City Manager or his duly authorized designee. The authority to grant specific permission to deviate from the provisions of this section shall be limited as follows:~~

~~(1)~~

~~If permission for additional parking hours only is being requested, no more than an additional seven hours for each seven day period may be granted.~~

~~(2)~~

~~If permission for additional days of parking is being requested, no more than seven days for each six month period may be granted.~~

~~(3)~~

~~Any requests in excess of the foregoing for additional parking hours or for additional days of parking may only be authorized by the securing of a variance from the City. A record of such written permission shall be maintained in the City's official records and copies provided to the police department and code enforcement officer.~~

(B)

~~The term *commercial vehicle* as herein used shall mean a motor vehicle of the above described capacity not designated exclusively for the transportation of persons.~~

(A) Parking of commercial vehicles in the single family residential zoning districts of the City.

(1) The following vehicles shall be permitted to park in the single family residential zoning districts of the City as provided herein.

(a) Approved Parking

All cars, trucks, vans, or sport utility vehicles that do not have any signage or other commercialized features or additional

equipment attached which do not exceed 19,000 pounds of gross vehicle weight may park in any approved parking location in any single family residential zoning district of the City.

- (b) Restricted and limited approved parking.  
All cars, trucks, vans, or sport utility vehicles that contain only signage, or a combination of signage and a minimal amount of commercialized features, to be determined in the discretion of the City Code Enforcement Department, which do not exceed 19,000 pounds of gross vehicle weight, may park in any approved parking location in any single family residential zoning district of the City.
  
  - (c) Rear Yard Residential Parking  
All cars, trucks, vans, or sport utility vehicles that contain signage, or a combination of signage and a substantial amount of commercialized features or additional equipment attached, which do not exceed 19,000 pounds of gross vehicle weight, may only park in the rear yard of any single family residential property so long as the vehicle is no closer than five (5) feet from any property line.
  
  - (d) Side yard parking variance  
All cars, trucks, vans, or sport utility vehicles that contain signage, or a combination of signage and a substantial amount of commercialized features or additional equipment attached, which do not exceed 19,000 pounds of gross vehicle weight, which cannot be parked in the rear yard of a single family residential property for any reason, which is confirmed by the City, may apply for parking in the side yard of any residential property in the same manner, and in conformity with the same standards and requirements, that are applicable to the consideration of the granting of variances of alternate parking for recreational vehicles in the City.
  
  - (e) Daytime and visitation parking  
All commercial vehicles that are providing repair or other services to any single family residential property in the City may park in any approved parking location in the residential zoning districts of the City from 8 o'clock a.m. to 5 o'clock p.m. daily. In addition, any residents of the City who regularly operate commercial vehicles as part of their employment may park their commercial vehicles at their single family residences during the aforesaid daily hours. However, such parking shall not be for the purposes of repairing, cleaning, or the stocking of the commercial vehicle.
- (2) The following vehicles shall be prohibited from parking in the single family residential zoning districts of the City:

(a) Notwithstanding anything to the contrary contained herein, the following vehicles are prohibited from parking in the single family residential zoning districts of the City, except for qualified daytime and visitation parking as previously provided in this ordinance, to wit:

- i. Box trucks
- ii. Equipment carriers
- iii. Trailers
- iv. Lunch/food trucks
- v. Materials/supplies carriers
- vi. Commercial transport vans
- vii. Buses
- viii. Tractor trailers
- ix. Glass/mirror trucks
- x. Other vehicles clearly designed for commercial use or carriage.
- xi. Other vehicles that present health, safety, or welfare hazards to the City.

(B) Parking of commercial vehicles in the multi-family residential zoning districts of the City.

(1) The following vehicles shall be permitted to park in appropriately striped parking lots in the multi-family residential zoning districts of the City as provided herein.

- (a) Vehicles provided in Section (A) (1) (a) of this Ordinance.
- (b) Vehicles provided in Section (A) (1) (b) of this Ordinance.
- (c) Vehicles provided in Section (A) (1) (e) of this Ordinance.

(2) The following vehicles shall be prohibited from parking in the multi-family zoning districts of the City.

- (a) The vehicles provided in Section (A) (2) (a) of this Ordinance.
- (b) Notwithstanding anything contained in Section (B) (1) above, vehicles that require more than one parking space in an appropriately striped parking lot, despite being otherwise approved for parking in the multi-family zoning districts of the City, are hereby prohibited from parking in such districts.

(C) Parking of commercial vehicles in the business and commercial zoning districts of the City.

AUTHORIZED PARKING TO BE PROVIDED

PROHIBITED PARKING TO BE PROVIDED

(D) ~~(G)~~

(E) ~~(D)~~

Section 2: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed insofar as they are in conflict.

Section 3: That this Ordinance shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida this 28<sup>th</sup> day of May, 2013.

The motion to adopt the foregoing ordinance was offered on second reading by \_\_\_\_\_, seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Vice Mayor Windrem	" _____ "
Councilman Bain	" _____ "
Councilman Lob	" _____ "
Councilman Petralanda	" _____ "
Mayor Garcia	" _____ "

\_\_\_\_\_  
Zavier M. Garcia  
Mayor

ATTEST:

\_\_\_\_\_  
Magali Valls, CMC  
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Jan K. Seiden, Esquire  
City Attorney

Discussed: 05-13-2013  
First reading:  
Second reading:

Words ~~-stricken through-~~ shall be deleted. Underscored words constitute the amendment proposed. Words remaining are now in effect and remain unchanged.



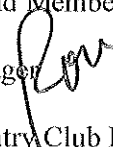


**CITY OF MIAMI SPRINGS**  
Golf & Country Club  
650 Curtiss Parkway  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5180  
Fax: (305) 805-5192

**Agenda Item No.**

**City Council Meeting of:**

6-10-2013

**TO:** Honorable Mayor Garcia and Members of the City Council  
**VIA:** Ronald Gorland, City Manager   
**FROM:** Paul O'Dell, Golf and Country Club Director  
**DATE:** June 7, 2013

**RECOMMENDATION:**

Recommendation that Council waive the competitive bid process and approve a lease agreement with Club Car's affiliated financing source, Ingersoll-Rand Financial Services (IRFS), in the amount of \$256,050.00, for seventy-five (75) 2014 gasoline powered carts, for a 5 year term, pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:**

As part of improving the golf course facility we have negotiated a new lease/purchase agreement with Club Car for 75 gasoline carts.

Despite the fact that this transaction exceeds the threshold amount for city purchasing by bid or RFP, it is believed that the City has secured three (3) representative quotes for the replacement of the city's golf carts (See attachments A, A1, A2 and A3). In addition, it is believed, to wit;

- Gas carts vs. battery operated (Gas carts have a longer life cycle)
- Cost reduced by \$7.60 per cart from our current lease agreement for an estimate savings for the 5 year term of \$34,200.00
- Several existing carts are damaged and/or totaled – Club Car has agreed to paying a damage cart allowance of \$4,100.00 to help offset the costs for some of the damages (See attachment "C")
- Carts will be in place by October for our busy season

Our current contract with Yamaha for leased golf carts is due to expire in February 2014. However, due to the condition of our existing carts we have negotiated a new lease/purchase agreement with Club Car to begin October 1<sup>st</sup>, 2013. (See attachment "B").

**COST:** \$ 256,050.00 (\$56.90 X 75 carts= \$4,267.50 monthly x 60 months)

**FUNDING:** **Budgeted in:**  
**Department/ Description:** Golf Pro Shop/ Rental & Leases  
**Account Number:** 001-5707-572-44-00

**PROFESSIONAL SERVICES APPROVAL:** \_\_\_\_\_



**Central Division**  
1724 Diplomacy Row  
Orlando, FL 32809

**East Coast Division**  
2701 Reese Road  
Davie, FL 33314

**West Coast Division**  
4401 N. US HWY 301  
Tampa, FL 33610

Phone: (800) 282-6256 Fax: (813) 627-9708 Email: sales@jeffreyaleninc.com  
Mailing Address: PO Box 891359, Tampa, FL, 33689  
Website: www.jeffreyaleninc.com

## **EQUIPMENT PURCHASE AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_ day, of \_\_\_\_\_, 2013 between the City of Miami Springs, a Florida municipal corporation ("city") and Jeffrey Allen, Inc ("buyer").

### **RECITALS**

WHEREAS, the City has entered into an Equipment Lease-Purchase Agreement ("Lease Agreement") with Agricredit Acceptance, LLC, whereby the City will take title to seventy-five (75) 2014 Club Car Gasoline powered golf cars and

WHEREAS, the City wishes to sell the Equipment at the end of the lease term; and

WHEREAS, the Buyer is a Club Car, Inc local authorized dealer who wishes to purchase the Equipment from the City at the end of the Lease Term.

NOW, THEREFORE for and in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **Recitals.**

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

### **Equipment Description.**

The equipment which is the subject of this Purchase Agreement is comprised of seventy-five (75) Club Car Gasoline powered golf cars manufactured by Club Car, Inc. Pursuant to the Equipment Lease-Purchase Agreement between the City and Agricredit Acceptance, LLC, title to the Equipment vests in the City upon receipt of the Equipment at the initiation of the Lease term. At the time of Sale of the Equipment to the Buyer pursuant to this Purchase Agreement, the City will possess full title to the Equipment. In the event a golf cart(s) is lost, destroyed, stolen, etc during the lease term and is not replaced, the City will Sell and the Buyer shall purchase the number of golf carts, in working order, actually leased by the City at the end of the term of the Equipment Lease-Purchase Agreement and subject to the City's purchase under that Agreement.

### **Terms of Sale.**

Sale of the Equipment by the City to Buyer is on an "AS IS, WHERE IS" basis. To the extent permitted by the law, the City disclaims all other warranties, expressed or implied, by statute or otherwise, regarding the condition of the Equipment, including its fitness for a particular purpose, its quality, or merchantability. All sales are final and the City assumes no responsibility for the Equipment after purchase or for liability associated for the use or sale of the Equipment after purchase. Title to the Equipment shall vest in the Buyer upon City's receipt of payment for the Equipment.



**Central Division**  
1724 Diplomacy Row  
Orlando, FL 32809

**East Coast Division**  
2701 Reese Road  
Davie, FL 33314

**West Coast Division**  
4401 N. US HWY 301  
Tampa, FL 33610

Phone: (800) 282-6256 Fax: (813) 627-9708 Email: sales@jeffreyaleninc.com  
Mailing Address: PO Box 891369, Tampa, FL, 33689  
Website: www.jeffreyaleninc.com

### **Payment.**

Payment must be made to the City in cash, money order, or certified check in the amount equal to one thousand four hundred dollars (\$1,400.00) per golf cart. Payment must be made IN FULL prior to Buyer taking possession of the Equipment. Upon receipt of Payment for the Equipment, the City and Buyer shall execute the Bill of Sale evidencing the sale of the Equipment.

### **Removal of the Equipment.**

The Equipment will be housed at the Miami Springs Golf & Country Club which is located at 650 Curtiss Parkway, Miami Springs, Florida. The Buyer may take possession of the Equipment at that address. All costs associated with the removal or transport of the Equipment from the Miami Springs Golf & Country Club are the responsibility of the Buyer. The City is not liable for any damage caused during removal or transport of the Equipment from the City property.

### **General Provisions.**

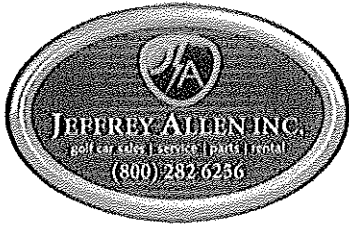
**Venue and Governing Law.** This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement shall be exclusively in the Sixth Judicial Circuit in and for Pinellas County, Florida in and for federal proceedings, in the United States District Court for the Middle District of Florida, Tampa Division.

**Attorney's Fees and Costs.** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for fees, costs, and expenses including attorney's fees, as may be set by the Court.

**Default and Remedies.** Upon default by a party under this agreement, the non-defaulting party shall have all the rights and remedies provided by law, including but not limited to, the right to terminate this Agreement, the right to seek specific performance under this agreement, and the right to file for injunctive relief in the Circuit Court where the City is located to enforce the terms of this Agreement. Attorney's fees, costs, and expenses incurred in any litigation filed to enforce the terms of this Agreement shall be paid the prevailing party by the defaulting party.

**Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be effected or impaired thereby.

**Entire Agreement.** This supersedes any and all prior or contemporaneous negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.



**Central Division**  
1724 Diplomacy Row  
Orlando, FL 32809

**East Coast Division**  
2701 Reese Road  
Davie, FL 33314

**West Coast Division**  
4401 N. US HWY 301  
Tampa, FL 33610

Phone: (800) 282-6256 Fax: (813) 627-9708 Email: sales@jeffreyaleninc.com  
Mailing Address: PO Box 891359, Tampa, FL, 33689  
Website: www.jeffreyaleninc.com

Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Equipment Purchase Agreement the date and year first above written.

CITY OF MIAMI SPRINGS  
A Florida Municipal Corporation

Jeffrey Allen, Inc

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Reviewed and approved:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Accessories	Yamaha	E-Z Go	Club Car
Canopy Top	Yes	Yes	Yes
Wheelcovers	Yes	Yes	Yes
Sweater Basket	Yes	No	Yes
Gas Engine	Yes	Yes	Yes
Premuim Tread Tires	Yes	Yes	Yes
Miami Springs Logo	Yes	Yes	Yes
Bag Cover	Yes	Yes	Yes
Number Decals	Yes	Yes	Yes
Fold Down Windshield	No	Yes	Yes
Information Holder	Yes	Yes	Yes
Deluxe on Board Tow System	No	Yes	Yes
Sand Buckets (2) per cart	Yes	Yes	Yes
Gas Tank !Size	6.3 Gal	5.2 Gal	6.7 Gal
Monthly Rate 60 months	\$ 57.50	\$61.28	\$56.90
Ballon Payment at end of lease	No	Yes	No
New Lease Start Date	10/1/2013	10/1/2013	11/1/2013
Damage Cart Allowance	All	\$4,043.75	\$4100,00
Color Selection	Two Colors	Two Colors	Four Colors

*Miami Springs  
Golf & Country Club*

*Miami Springs, FL*

*June 4, 2013*



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## PROPOSED EQUIPMENT

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Seventy Five (75) new 2014 Club Car® Precedent i2 Model Gasoline Golf Cars including the following standard and optional equipment:

<b>Standard Equipment</b>	<b>Included Optional Equipment</b>
Canopy Top	Miami Springs Logo
Wheelcovers	Bag Cover
Sweater Basket	Number Decals
10.4 HP Engine	Fold Down Windshield
Premium tread tires	Information Holder
<b>Colors</b> – Beige, White, Dark Green or Classic Blue	Deluxe On Board Tow Package
	Sand bucket – two per car

**Delivery will be in October 2013**



# LEASE/PURCHASE PROPOSAL

Club Car®'s affiliated financing source, Ingersoll-Rand Financial Services (IRFS), proposes to lease to Miami Springs Golf & Country Club seventy five (75) new 2014 Club Car **Precedent i2 Model Gasoline Golf Cars** equipped as stated on the Proposed Equipment page. The lease rates are based on the first payment being made thirty days after delivery of the equipment and are subject to IRFS's normal credit approval.

### LEVEL PAYMENT

Twelve monthly payments per year

48 Month Term / \$65.10 per car per month

60 Month Term / \$56.90 per car per month

Balloon Note Due at End of Lease Term – 48 Month / \$1600 per car  
60 Month / \$1400 per car

Document stamps, filing fees, or any other costs associated with the documents are the responsibility of the club and are due upon delivery of the cars.

The above quoted rates are valid for acceptance within thirty days.

Miami Springs Golf & Country Club

Club Car, Inc.

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

By: David Kelly

Title: \_\_\_\_\_

Title: Territory Manager

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

Date: 6-4-13

# LEASE PROPOSAL

Club Car's affiliated financing source, Ingersoll-Rand Financial Services (IRFS), proposes to lease to Miami Springs Golf & Country Club seventy five (75) new 2014 Club Car **Precedent i2 Model Gasoline Golf Cars** equipped as stated on the Proposed Equipment page. The lease rates are based on the first payment being made thirty days after delivery of the equipment and are subject to IRFS's normal credit approval.

### LEVEL PAYMENT

Twelve monthly payments per year

48 Month Term / \$71.25 per car per month

60 Month Term / \$62.90 per car per month

Provided that Miami Springs Golf & Country Club is in full compliance with all the terms and provisions of the proposed lease agreement, it shall have the option at the end of the thirty sixth month of the forty eight month lease or at the end of the forty eighth month of the sixty month lease of entering into a new lease agreement for a fleet of new Club Car golf cars. The lease rate will be negotiated by both parties at time of rollout.

Document stamps, filing fees, or any other costs associated with the documents are the responsibility of the club and are due upon delivery of the cars.

The above quoted rates are valid for acceptance within thirty days.

Miami Springs Golf & Country Club

Club Car, Inc.

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

By: David Kelly

Title: \_\_\_\_\_

Title: Territory Manager

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

Date: 6-4-13

## WARRANTIES

---

**The following warranties apply to Miami Springs Golf & Country Club:**

<b>GOLF CARS</b>
------------------

Club Car® warrants to Miami Springs Golf & Country Club that its new 2014-model golf cars are free from defects in materials and workmanship subject to the terms and conditions contained in the attached Club Car Limited Lifetime Warranty.

**Paul O'Dell**

**From:** Kelly, David [David\_Kelly@clubcar.com]  
**Sent:** Tuesday, June 04, 2013 9:12 PM  
**To:** Paul O'Dell  
**Subject:** Purchase Agreement/Letter / Club Car  
**Attachments:** CITY OF MIAMI SPRINGS PURCHASE AGREEMENT 2013.docx

Paul,

It was really good to see you today. I'm excited about working with you again and becoming the fleet supplier for Miami Springs. Per your voicemail, I've attached a Purchase Agreement from Jeffrey Allen, Inc. that pertains to the 60 month lease we discussed today i.e. buyout at the end of \$1400/car. If you need an agreement for the 48 month buyout (\$1600/car) please let me know. I look forward to hearing from you after next Monday's meeting. In the meantime, please let me know if you have any questions.

David Kelly  
Territory Manager  
Club Car / Southeastern Florida  
Cell 561-722-0314  
Fax 561-495-9089

**VISAGE FLEET MANAGEMENT**

"It's the apple on the cake." Lou Miller, Old Edwards Club (Testimonial)

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**Please save a tree. Don't print this e-mail unless it's really necessary.**



**The City of Miami Springs is on Twitter and has a website MiamiSprings-FL.Gov**

## CLUB CAR® LIMITED WARRANTY FOR PRECEDENT VEHICLES

### WARRANTY

CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

	i2L	i2	V4
<b>VEHICLE MAIN FRAME</b>	LIMITED LIFETIME*		
<b>SUSPENSION:</b> Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
<b>MAJOR ELECTRONICS:</b> Onboard computer (OBC), solid state speed controller, and battery charger.	4	4	4
<b>DEEP CYCLE BATTERY:</b> Four years or 20,000 Energy Units as recorded by the OBC, whichever first occurs.	4	4	4
<b>PEDAL GROUP:</b> Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
<b>SEATS:</b> Seat bottom, seat back, and armrests.	4	4	4
<b>CANOPY SYSTEM:</b> Canopy, rear canopy supports, drainage system and structural accessory module (SAM).	4	4	4
<b>POWERTRAIN:</b> Gasoline engine, electric motor, MCOR, gasoline and electric transaxle, starter generator, air intake, exhaust system, and torque converter (drive and driven).	3	3	3
<b>BODY GROUP:</b> Beauty panels, and front and rear underbody.	3	3	3
<b>ALL REMAINING COMPONENTS:</b> Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

### EXCLUSIONS

Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including Club Car approved or non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to:

1. Abuse such as overcharging, undercharging, improper fluid levels, use of contaminated water in batteries (See "Water Quality" in owner's manual), loose wiring and fasteners, or rusted or corroded hardware.
2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
3. Damages caused by improper installation of the component.
4. Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
5. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
6. Every vehicle must have an operational charger on its own circuit. (Number of operational chargers must equal the number of operational vehicles.)
7. Vehicles charged by systems other than the CLUB CAR Charger.
8. Semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
9. Charger DC cord set with plug, which is a wear item and subject to user abuse.
10. Use of gasoline containing more than 10% ethanol.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

### VOIDING OF WARRANTY

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

### SOLE REMEDY

CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.



1000 GA Highway 34 East • Newnan, Georgia • 30265-1320

Telephone: 866-747-4027 • Fax: 770-254-4158

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**New Fleet Car Agreement Prepared For:**  
**Miami Springs Golf Course**  
Miami Springs, Florida

May 21, 2013

Paul,

I really wanted to thank you for the opportunity to submit this proposal for new *Yamaha* golf cars at your facility. Our desire is to not only provide you with the best product and service in the industry, but to also form a lasting business partnership for many years to come.

This proposal should include everything you requested, but if you would like to change or customize a few things to better fit your needs please give me a call.

Included is a sixty (60) month Yamaha lease on 75 new Yamaha EFI gasoline golf cars. These cars will be delivered in the month of September 2013. The club will make their current 9/1/13 lease payment on the existing fleet cars and the new lease will begin with a 10/1/13 payment on the new sixty (60) month lease of new 2014 fleet golf cars.

I know that both *Yamaha Golf-Car Company* and I can exceed your expectations, and once again I appreciate your time and consideration.

Sincerely,

*Tommy Dee*

Tommy Dee  
District Manager – East Florida  
Yamaha Golf-Car Company  
561.598.9518 - Cell  
561.626.2505 - Fax



## **Proposal Expressly Prepared For Miami Springs Golf Course**

**May 21, 2014**

Seventy (75) 2014 Yamaha Electronic Fuel Injected (EFI) *Gas* Drive golf cars equipped with a 357 CC engine that is Yamaha built, low-emission, 11.4 HP, and single cylinder with splash style positive oil lubrication system. Yamaha is the only golf car manufacturer that makes their own engine and it is the only engine in the industry that was designed specifically for golf course use, thus making it the most fuel efficient engine available; and is 30 to 34%% better than the competition. Yamaha is proud of our industry first EnduraDrive transaxle that is essentially maintenance free and eliminates the need for brake drums and shoes. The cars also feature an automotive, ladder style, HybriCore Chassis consisting of a 100% robotically welded steel frame, that is protected by an 18 step paint process, with a polypropylene structural floor that is 2.5 times stronger than our previous model yet is also 20% lighter. Not only built for durability, but also comfort, the Drive features the largest and most comfortable contoured seat, the largest sweater basket, largest bag well and the largest canopy top in the industry. With the largest area of entry and egress, an automotive style dash, and a fully independent Tru-Trak II front suspension the Drive is designed to meet all of your customer's needs.

### **Standard Features Included**

Sweater Basket	ClimaGuard Top with Dual Rain Gutters
Sentry Wraparound Protection System	Energy absorbing 5 MPH bumpers
Thermoplastic Olefin Body	Maintenance free Rack and Pinion Steering
Perma-lubed, sealed ball bearings	Self- adjusting Internal Braking System
Coil Springs Over Hydraulic Shock Absorbers	6.3 Gallon Gas Tank
Maintenance Free Internal Transaxle Disc Brake	Four (4) Cup Drink Holder

### **Optional Equipment Included**

Sand Bucket - 2 per car	Club Logo (1 per car)
Fleet Numbers (2 per car)	Rear Bag Cover
Hubcaps	
Information Holder	

**60 Month Municipal Lease Option – EFI Fleet Cars (Color: Glacier White)**

All equipment leased through an agreement with Yamaha Golf-Car Company is done by our sister division, *Yamaha Commercial Customer Finance*. Yamaha is proud to offer the only in house financing in the golf car industry and is able to custom fit a lease to your specific needs.

**Yamaha Lease: 60 month** payment lease with Twelve (12) monthly payments on cars as specified above in equipment page at \$57.50 per car per month with payments as follows: Payments include Seventy-five (75) white 2014 Yamaha Drive EFI gas golf cars.

<b>Number of cars =</b>	75	<b>Per car per year =</b>	\$57.50	<b>Total annual payment =</b>	\$4,312.50	
-------------------------	----	---------------------------	---------	-------------------------------	------------	--

	2013	2014	2015	2016	2017	2018
<b>January</b>		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
<b>February</b>		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
<b>March</b>		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
<b>April</b>		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
<b>May</b>		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
<b>June</b>		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
<b>July</b>		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
<b>August</b>		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
<b>September</b>		\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50
<b>October</b>	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	
<b>November</b>	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	
<b>December</b>	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	\$4,312.50	
<b>Total</b>	\$12,937.50	\$51,750.00	\$51,750.00	\$51,750.00	\$51,750.00	\$38,812.50

The above quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company, additional documentation to follow. This quotation is valid for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

**Additional Benefits**

Upon entering into the last year of the lease with Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will allow the Lessee the option of rolling into a new lease of new Yamaha golf cars. The new lease agreement must be with Commercial Customer Finance and will be subject to their credit approval. The new lease payment will be based upon the current pricing and rates at that time.

*If the proposal is acceptable under the above terms please sign and date*

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Accepted by: Tommy Dee  
Miami Springs GC Yamaha District Manager

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ 5-21-2013  
Yamaha Regional Manager Date







**Yamaha Standard Factory Warranty**

Company hereby warrants that any new YDRA gas or YDRE electric Yamaha golf car purchased from an authorized Yamaha golf car dealer in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations.

**DURING THE PERIOD OF WARRANTY** any authorized Yamaha golf car dealer will, free of charge, repair or replace, at Yamaha’s option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle’s warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

**GENERAL EXCLUSIONS** from this warranty shall include any failures caused by: Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner’s/Operator’s Manual instructions. **b.** Accident or collision damage. **c.** Installation of parts or accessories that are not original equipment. **d.** Fading, rust, or deterioration due to exposure or ordinary wear and tear. **e.** Modifications or alterations that affect the car’s condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle. **f.** Damage due to improper transportation. **g.** Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

**WARRANTY COVERAGE:**

**Year 1:** The first year of warranty shall cover the entire vehicle except for the Specific Exclusions below.

**Year 2:** The second year exclusions are the YDRA battery, body parts, seats, mats, bumper assembly, bag carrier, scorecard holder, trim, and the Specific Exclusions below.

**Year 3:** The third year exclusions include the second year exclusions, plus the control cables and electrical system (except electronic speed controller, battery charger, and electric motor), and the Specific Exclusions below.

**Year 4:** The fourth year of the warranty covers only the electric motor, speed controller, battery charger, and transaxle on the YDRE and the engine, clutch system (except drive belt), and transaxle on the YDRA.

**SPECIFIC EXCLUSIONS:** Specific exclusions from this warranty shall include the following:

- Any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, tire wear, spark plugs, starter and clutch drive belts.
- Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty.
- Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a high parasitic current draw, unless the vehicle is equipped with an optional factory installed deep cycle starting battery.

I have read and agree to the above conditions set forth in the Warranty \_\_\_\_\_  
*Initial*

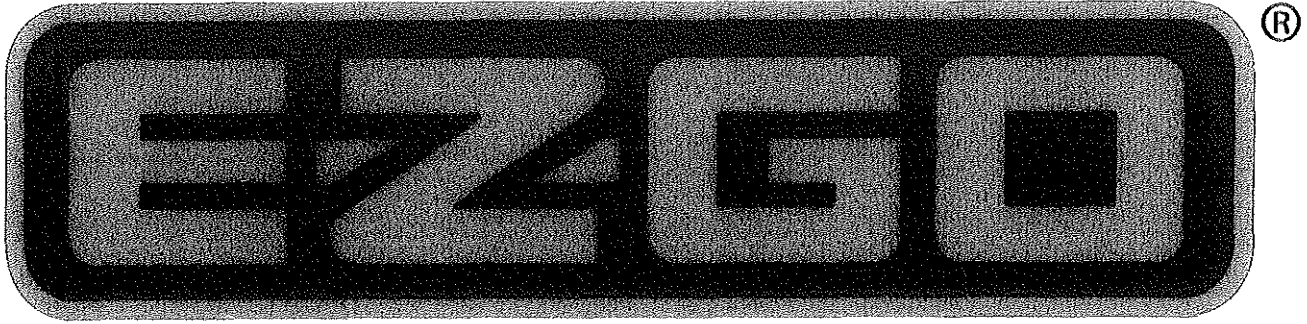
**YAMAHA FOUR-YEAR LIMITED BATTERY WARRANTY**

Yamaha Golf-Car Company hereby warrants to the original Retail Purchaser or Lessee or a Yamaha YDRE golf car, PTV or electric utility vehicle from an Authorized Yamaha Dealer, that the Trojan batteries charged with a Yamaha battery charger will be free for defects in material and workmanship, and will provide “36-hole performance” for a period of four-years, “1,000 rounds” or 20,000 amp hours discharged from date of purchase, whichever events occurs first, subject to the terms and conditions of the complete warranty within the warranty. A copy of the complete warranty has been included with this Proposal via email or print form.

I have read and agree to the above conditions set forth in the Warranty \_\_\_\_\_  
*Initial*

**Yamaha’s Factory Direct/Authorized Dealer Service**

Yamaha Golf-Car Company’s combination of factory direct service technicians and authorized dealers provides a level of service that is second to none. The fully equipped service trucks provide onsite repairs to help reduce down time. All visits are provided on an as needed basis by calling Yamaha’s fleet service supervisor, Steve White, at 1-800-390-5545.



A Textron Company

Prepared for:

---

Miami Springs Country Club

**June 4, 2013**

**Dear Mr O'Dell,**

We are pleased to provide you this proposal for your golf and utility vehicle needs. We are confident after you have had an opportunity to review this proposal you will find that E-Z-GO is your premier partner for all of your vehicle solutions. In this proposal you will find a brief history of E-Z-GO and the Textron family and all supporting materials covering the product offerings.

Whether you choose the TXT or RXV golf car you can rest assured you will get proven reliability with the industry's latest innovations. The TXT48 features a 48-volt electric drive train and TruCourse technology to deliver a smoother ride and greater efficiency while the RXV-E delivers the highest level of durability, reliability, and performance with its innovative AC drive train. Both the TXT-G and RXV-G have a best in class 13 hp Kawasaki engine with exceptional fuel economy.

The E-Z-GO utility line is designed to handle the most demanding projects. The turf maintenance and commercial lines offer proven reliability, good looks, durability, and comfort. Whether you choose electric or gas for your utility car needs you will get the same industry leading technology found in E-Z-GO golf cars. But the E-Z-GO advantage goes beyond the product. When you choose E-Z-GO you will also gain peace of mind that comes from premier service and support.

### **Our History**

Founded in 1954 in a one-room machine shop in Augusta, E-Z-GO has grown into the global light transportation leader. E-Z-GO is often identified by its golf car line but E-Z-GO also manufactures world class utility vehicles used for work, recreation, personnel shuttles, and hunting. E-Z-GO's product range can also be seen with the zero emissions street legal car called the 2Five and the very popular hunting and off road line called Bad Boy Buggies.

E-Z-GO is renowned for its business and operational excellence, receiving the coveted Shingo Prize for Operational Excellence in 2009. That same year the company's Augusta facility was named one of Industry Week magazine's top 10 manufacturing plants in North America.

E-Z-GO became part of Textron in 1960. Textron is a global, multi-industry company and is known around the world for its brands such as Bell Helicopter, Cessna Aircraft Company, Kautex, Lycoming, Greenlee, and Textron Systems.

### **Our Customers**

Pebble Beach, Cypress Point, Pinehurst, Del Webb, KSL, Robert Trent Jones Golf Trail, Marriott, and Arnold Palmer Golf Management are just a few of the renowned golfing organizations with which E-Z-GO shares a longstanding partnership. These and thousands of other organizations throughout the world turn to E-Z-GO's network of excellence for all of their golf and utility vehicle solutions.

### **Our Commitment to the Environment**

The employees of E-Z-GO are committed to a culture of compliance and the prevention of pollution. We will sustain premiere status through integrating environmental performance into our world-class business processes.

As you review the enclosed material please do not hesitate to contact me if I can be of further assistance.

Sincerely,  
John Baughman  
954-540-2764  
jbaughman@textron.com

Should the City wish to enter a Municipal Tax Lease  
 \* MUST PERFORMED BY E-Z GO.

# PROPOSAL

To: Miami Springs Country Club

Date: 06-04-2013

QUANTITY	MODEL	YEAR	TERM	PRICE	MONTHLY PAYMENT
75	TXT Gas	2014	60 mth	\$61.28 per car/mth	\$4,596.00 per month
-	Balloon Payment	-	-	\$1500.00 per car	\$112,500.00
-	-	-	-	-	-
-	-	-	-	-	-

### LEASE PROGRAM DETAILS

5 yr Balloon \$1900 to \$2000.00

Payment schedule: Straight pay with balloon

Payment months: All

Delivery: September 2013

First pay: October 2013

INCLUDED ACCESSORIES			
Top	Split Windshield	Rear Bag Cover	* Permanent Tow Bars
Wheel Covers	Message Holders	Rake Holders	Divot Buckets (2 per car)
Club Logos	Number Decals	TXT Gas Parts Package	Standard Color Choice

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

### TRADE INFORMATION

MANUFACTURER	QUANTITY	MODEL	YEAR	ACCESSORIES
-	-	-	-	-
-	-	-	-	-

### PURCHASE PROGRAM DETAILS

Trade value per car: -

Total trade value: -

Trade amount used to net down lease payment or purchase price: -

Trade value returned as cash: -

OR

### CURRENT LEASE CONDITIONS

\*E-Z-GO will provide a rebate of \$28,250.00 for the City of Miami Springs to satisfy 5 remaining payments on the current lease with Yamaha (5X\$4841.25) and the balance of \$4043.75 to cover the cost of 2 totalled Yamaha fleet golf cars. City of Miami Springs shall be responsible for any other costs associated with the current Yamaha lease.

### SPECIAL CONSIDERATIONS

Pricing based upon the City of Miami Springs entering a PNC Equipment Finance Municipal Lease. (Lease specimen attached)

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Miami Springs Country Club must enter into a new lease or purchase agreement with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. It is the club's responsibility to either repair damages noted or pay for these repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment.

City of Miami Springs

E-Z-GO Division of Textron Inc.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

## Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2014 E-Z-GO RXV Fleet and TXT Fleet gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from E-Z-GO, an E-Z-GO affiliate, or an authorized E-Z-GO dealer or distributor, or leased from a leasing company approved by E-Z-GO, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to E-Z-GO no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 years
MAJOR ELECTRONICS - Electric motor, solid state speed controller and battery charger	4 years
DEEP CYCLE BATTERY - TXT ELECTRIC MODELS: <ul style="list-style-type: none"> <li>• Standard Battery</li> <li>• Standard Battery with optional water fill system</li> <li>• Upgraded Battery with Upgraded Charger</li> </ul>	Earlier of 4 years or 20,000 amp hours* Earlier of 4 years or 21,500 amp hours* Earlier of 4 years or 25,000 amp hours*
DEEP CYCLE BATTERY - RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
SEATS - Seat bottom, seat back and hip restraints	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
POWERTRAIN - Gasoline engine, gasoline and electric axle, starter generator, air intake and exhaust system	3 years
BODY GROUP - Front and rear cowls, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS - Solenoid, limit switches, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO, and all components not specified elsewhere	2 years
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Deep Cycle Batteries shall commence on the earliest of the date: (a) of Vehicle delivery to the Purchaser's location, (b) on which the Vehicle is placed in Purchaser-requested storage or (c) that is one (1) year from the date of sale or lease of the Vehicle by E-Z-GO to an authorized E-Z-GO dealer or distributor. Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

### EXCLUSIONS: Specifically EXCLUDED from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

### THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF E-Z-GO IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers or uses extension cords with battery chargers;
- is fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond E-Z-GO specifications;
- shows indications it has been altered or modified in any way from E-Z-GO specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM, OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

E-Z-GO P/N 623505G14

**USE OF NON-APPROVED E-Z-GO PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED BY E-Z-GO, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

**REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If E-Z-GO elects to repair or replace a defective part, E-Z-GO may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of E-Z-GO. This exclusive remedy will not be deemed to have failed of its essential purpose so long as E-Z-GO has made reasonable efforts to repair or replace the defective parts.

**DISCLAIMER:** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

**LIABILITY LIMITATIONS:** IN NO CASE SHALL E-Z-GO BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT E-Z-GO WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

**WARNING:** ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. E-Z-GO DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

**DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:**

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- To be eligible for this limited battery warranty, the warranty must be activated within forty-five (45) days of delivery of the Vehicle at the following web site - <http://ezgo-smartmanual.biz>. Failure to do so will void the battery warranty. A Purchaser who is unable to log onto the web site should call or write the E-Z-GO Customer Care /Warranty Department using the contact information below or Purchaser's local dealer or distributor within forty-five (45) days of delivery of the Vehicle.
- Claims for battery warranty replacement require specific testing, as specified by the E-Z-GO Customer Care / Warranty Department. E-Z-GO, or an authorized E-Z-GO dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF AN E-Z-GO APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - five (5) air exchanges per hour in the charging facility;
  - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

**OTHER E-Z-GO RIGHTS:**

- E-Z-GO may perform semi-annual vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of any fleet lease.
- E-Z-GO may improve, modify or change the design of any E-Z-GO vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- E-Z-GO may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by E-Z-GO representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

**AUTHORITY:** No E-Z-GO employee, dealer, distributor or representative, or any other person, has any authority to bind E-Z-GO beyond the terms of this Limited Warranty without the express written approval of the E-Z-GO Customer Care / Warranty Department.

**EMISSIONS CONTROL WARRANTY:** The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided separately with the Vehicle.



A Textron Company

# E-Z-GO® TXT®

## CLASSIC STYLE. PROVE THE PERFORMANCE.

From tee to green and everywhere in between, E-Z-GO® TXT® delivers with uncompromising standards of quality, comfort and performance. Add in innovative features such as TruCourse Technology™, which allows you to tailor the vehicle's performance to best match the specific conditions of your course, and it's easy to see why E-Z-GO continues to be the leader on the course.



### STANDARD FEATURES

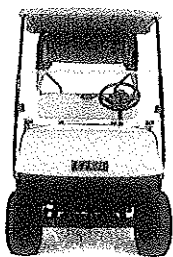
- ▶ Sweater basket
- ▶ Ergonomic console
- ▶ Integrated cup, ball & ice holders
- ▶ Reverse warning indicator

### POPULAR OPTIONS & ACCESSORIES

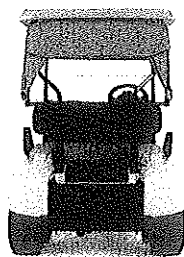
- ▶ Fold-down windshield
- ▶ Sun canopy
- ▶ Weather enclosure
- ▶ Bag cover kit
- ▶ Wheel covers
- ▶ Sand bucket
- ▶ Sand rake & holder
- ▶ Cooler
- ▶ Differential & fender scuff guard
- ▶ Heavy-duty rear suspension
- ▶ Message holder
- ▶ Side basket
- ▶ Permanent & temporary tow bars
- ▶ Ashtray
- ▶ Rearview mirror
- ▶ Hour meter
- ▶ DC/DC converter (electric only)
- ▶ Non-standard battery option (electric only)
- ▶ Battery watering system (electric only)

### OUR COMMITMENT TO **green**

- ▶ Electric model features quiet, zero-emissions 48-volt electric drivetrain
- ▶ Gas-powered model features a 13.5-hp Kawasaki® engine with hemispheric combustion chamber for better fuel economy (exceeds EPA/CARB standards)
- ▶ Foam seating constructed from 100% recycled materials
- ▶ Sloped surface design requires less water when cleaning
- ▶ Repairable seat components minimize landfill usage
- ▶ Utilizes recyclable plastic components
- ▶ Manufactured in ISO 14001-certified facility



FRONT



BACK

T&T  
- Special Cases

**ELECTRIC**

Overall Length	91.0 in (231 cm)
Overall Width	47.0 in (119 cm)
Overall Height (w/o roof)	46.5 in (118 cm) (top of steering wheel)
Overall Height (w/ roof)	68.0 in (173 cm) (top of sun canopy)
Wheel Base	66.0 in (168 cm)
Front Wheel Track	34.0 in (86 cm)
Rear Wheel Track	38.5 in (97 cm)
Ground Clearance @ Differential	4.5 in (11 cm)
Power Source	48 Volt DC
Valve Train	N/A
Motor Type	Shunt Wound
Horsepower (kW)	3.0 hp (2.2 kW) Continuous
Electrical System	48 Volt
Batteries (qty/type)	Six, 8 Volt Deep Cycle
Key or Pedal Start	Pedal
Air Cleaner	N/A
Lubrication	N/A
Oil Filter	N/A
Cooling System	N/A
Fuel Capacity	N/A
Battery Charger	48 VDC PowerWise™ OE, 120 VAC, UL & CSA
Speed Controller	250 Amp Solid State Controller
Drivetrain	Motor Shaft Direct Drive
Transaxle	Differential with Helical Gears
Gear Selection	Dash Mounted Forward-Neutral-Reverse
Rear Axle Ratio	12.44:1
Battery Warranty	Standard: 20,000 amp/hr, Platinum: 21,500 amp/hr (optional), Diamond: 25,000 amp/hr (optional)
Key Switch	Unique Group, Unique Individual
Programmable Golf Modes	Coastal, Mild Hill, Steep Hill
Seating Capacity	2-Passenger
Dry Weight (w/o batteries)	557 lb (253 kg)
Curb Weight	935 lb (424 kg)
Vehicle Load Capacity	800 lb (360 kg)
Outside Clearance Circle	19 ft (5.8 m)
Speed (level ground)	10.2 - 14.8 mph (16.4 kph - 23.8 kph)
Towing Capacity	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar
Steering	Self-Compensating Rack and Pinion
Suspension	Leaf Springs with Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-Adjusting Drum
Parking Brake	Self-Compensating, Single Point Engagement
Tires	Hole-In-One 18 x 8.50-8 (4-ply rated)
Frame	Welded Steel with Powder-Coat Protection
Body & Finish	Injection Molded TPO
Standard Body Color	Champagne
Optional Body Colors	Almond, Black, Bright Silver, Bright White, British Racing Green, Flame Red, Hunter Green, Inferno Red, Metallic Charcoal, Molten Red, Patriot Blue, Safety Yellow, Steel Blue, Sunburst Orange, Viper Blue Metallic (custom colors also available)
Standard Seat Color	Oyster
Optional Seat Colors	Tan, Gray (custom colors also available)
Pinstripe Colors	Gold, Dark Green, White, Black, Red, Burgundy

**GAS**

Overall Length	91.0 in (231 cm)
Overall Width	47.0 in (119 cm)
Overall Height (w/o roof)	46.5 in (118 cm) (top of steering wheel)
Overall Height (w/ roof)	68.0 in (173 cm) (top of sun canopy)
Wheel Base	66.0 in (168 cm)
Front Wheel Track	34.0 in (86 cm)
Rear Wheel Track	38.5 in (97 cm)
Ground Clearance @ Differential	4.25 in (10.8 cm)
Power Source	4-Cycle 24.5 cu in (401cc) Low-Emissions Single Cylinder OHV
Valve Train	N/A
Motor Type	13.5 hp (10.1 kW) Exceeds SAE J1940 Std
Horsepower (kW)	Starter/Generator - Solid State Regulator
Electrical System	One, 12 Volt Maintenance Free
Batteries (qty/type)	Pedal
Key or Pedal Start	Industrial-Rated Dry Filter
Air Cleaner	Pressurized Oil System
Lubrication	Spin-On
Oil Filter	Air Cooled
Cooling System	5.2 Gallon (19.7 L)
Fuel Capacity	N/A
Battery Charger	N/A
Speed Controller	N/A
Drivetrain	Continuously Variable Transmission (CVT)
Transaxle	Differential with Helical Gears
Gear Selection	Forward-Reverse
Rear Axle Ratio	11.42:1 (Forward) 15.78:1 (Reverse)
Battery Warranty	N/A
Key Switch	Unique Group, Unique Individual
Programmable Golf Modes	N/A
Seating Capacity	2-Passenger
Dry Weight (w/o batteries)	760 lb (344 kg)
Curb Weight	780 lb (354 kg)
Vehicle Load Capacity	800 lb (360 kg)
Outside Clearance Circle	19 ft (5.8 m)
Speed (level ground)	13.0 mph ± 0.5 mph (21.0 kph ± 0.8 kph)
Towing Capacity	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar
Steering	Self-Compensating Rack and Pinion
Suspension	Leaf Springs with Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-Adjusting Drum
Parking Brake	Self-Compensating, Single Point Engagement
Tires	Hole-In-One 18 x 8.50-8 (4-ply rated)
Frame	Welded Steel with Powder-Coat Protection
Body & Finish	Injection Molded TPO
Standard Body Color	Champagne
Optional Body Colors	Almond, Black, Bright Silver, Bright White, British Racing Green, Flame Red, Hunter Green, Inferno Red, Metallic Charcoal, Molten Red, Patriot Blue, Safety Yellow, Steel Blue, Sunburst Orange, Viper Blue Metallic (custom colors also available)
Standard Seat Color	Oyster
Optional Seat Colors	Tan, Gray (custom colors also available)
Pinstripe Colors	Gold, Dark Green, White, Black, Red, Burgundy

24-26 11/2019



A Textron Company



# COLOR OPTIONS

ALMOND

BLACK

BRIGHT WHITE

BLUE

ELECTRIC BLUE

FLAME RED

FOREST GREEN  
(STANDARD COLOR)

INFERNO RED

IVORY  
(STANDARD COLOR)

PATRIOT BLUE

PLATINUM

STEEL BLUE



EXCELLENCE IN MOTION



A Textron Company



**Central Division**  
1724 Diplomacy Row  
Orlando, FL 32809

**East Coast Division**  
2701 Reese Road  
Davie, FL 33314

**West Coast Division**  
4401 N. US HWY 301  
Tampa, FL 33610

Phone: (800) 282-6256 Fax: (813) 627-9708 Email: sales@jeffreyaleninc.com  
Mailing Address: PO Box 891359, Tampa, FL, 33689  
Website: www.jeffreyaleninc.com

## EQUIPMENT PURCHASE AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day, of \_\_\_\_\_, 2013 between the City of Miami Springs, a Florida municipal corporation ("city") and Jeffrey Allen, Inc ("buyer").

### RECITALS

WHEREAS, the City has entered into an Equipment Lease-Purchase Agreement ("Lease Agreement") with Agricredit Acceptance, LLC, whereby the City will take title to seventy-five (75) 2014 Club Car Gasoline powered golf cars and

WHEREAS, the City wishes to sell the Equipment at the end of the lease term; and

WHEREAS, the Buyer is a Club Car, Inc local authorized dealer who wishes to purchase the Equipment from the City at the end of the Lease Term.

NOW, THEREFORE for and in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this agreement are hereby deemed a part hereof.

#### Equipment Description.

The equipment which is the subject of this Purchase Agreement is comprised of seventy-five (75) Club Car Gasoline powered golf cars manufactured by Club Car, Inc. Pursuant to the Equipment Lease-Purchase Agreement between the City and Agricredit Acceptance, LLC (attached hereto as Exhibit "A" and hereinafter referred to as the "Lease Agreement"), title to the Equipment vests in the City upon receipt of the Equipment at the initiation of the Lease term. At the time of Sale of the Equipment to the Buyer pursuant to this Purchase Agreement, the City will possess full title to the Equipment. In the event a golf cart(s) is lost, destroyed, stolen, etc during the lease term and is not replaced, the City will Sell and the Buyer shall purchase the number of golf carts, in working order, actually leased by the City at the end of the term of the Equipment Lease-Purchase Agreement and subject to the City's purchase under that Agreement.

#### Terms of Sale.

Sale of the Equipment by the City to Buyer is on an "AS IS, WHERE IS" basis. To the extent permitted by the law, the City disclaims all other warranties, expressed or implied, by statute or otherwise, regarding the condition of the Equipment, including its fitness for a particular purpose, its quality, or merchantability. All sales are final and the City assumes no responsibility for the Equipment after purchase or for liability associated for the use or sale of the Equipment after purchase. Title to the Equipment shall vest in the Buyer upon City's receipt of payment for the Equipment.



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Mailing Address: PO Box 891359, Tampa, FL, 33689  
Website: www.jeffreyaleninc.com

**Payment.**

Payment must be made to the City in cash, money order, or certified check in the amount equal to one thousand four hundred dollars (\$1,400.00) per golf cart. Payment must be made IN FULL prior to Buyer taking possession of the Equipment. Upon receipt of Payment for the Equipment, the City and Buyer shall execute the Bill of Sale which is attached hereto as "Exhibit B," evidencing the sale of the Equipment.

**Removal of the Equipment.**

The Equipment will be housed at the Miami Springs Golf & Country Club which is located at 650 Curtiss Parkway, Miami Springs, Florida. The Buyer may take possession of the Equipment at that address. All costs associated with the removal or transport of the Equipment from the Miami Springs Golf & Country Club are the responsibility of the Buyer. The City is not liable for any damage caused during removal or transport of the Equipment from the City property.

**General Provisions.**

**Venue and Governing Law.** This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement shall be exclusively in the Sixth Judicial Circuit in and for Pinellas County, Florida in and for federal proceedings, in the United States District Court for the Middle District of Florida, Tampa Division.

**Attorney's Fees and Costs.** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for fees, costs, and expenses including attorney's fees, as may be set by the Court.

**Default and Remedies.** Upon default by a party under this agreement, the non-defaulting party shall have all the rights and remedies provided by law, including but not limited to, the right to terminate this Agreement, the right to seek specific performance under this agreement, and the right to file for injunctive relief in the Circuit Court where the City is located to enforce the terms of this Agreement. Attorney's fees, costs, and expenses incurred in any litigation filed to enforce the terms of this Agreement shall be paid the prevailing party by the defaulting party.

**Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be effected or impaired thereby.

**Entire Agreement.** This supersedes any and all prior or contemporaneous negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.



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Website: www.jeffreyaleninc.com

Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Equipment Purchase Agreement the date and year first above written.

CITY OF MIAMI SPRINGS  
A Florida Municipal Corporation

Jeffrey Allen, Inc

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Reviewed and approved:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

## SPECIAL CONSIDERATIONS

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The following special considerations apply to Miami Springs Golf & Country Club:

### CHECK FOR REMAINING LEASE PAYMENTS PLUS DAMAGED CARS

Club Car agrees to provide Miami Springs Golf & Country Club with two checks as described below:

**\$19,365.00** (to pay for final four Yamaha lease payments / November – February at \$4,841.25 per month)

**\$4,100.00** (to pay for damage and replacement cost of four of the current Yamaha fleet cars)

### REPLACEMENT PARTS AND SERVICE

Factory authorized replacement parts, service, and warranty work are handled through **Jeffrey Allen, Inc.**, Club Car's factory authorized dealer in Fort Lauderdale. It is Club Car's objective that Miami Springs Golf & Country Club will receive professional, timely, and systematic service.

Club Car offers technical training seminars for Miami Spring Golf & Country Club's employees involved with golf car operations. These seminars are held at Club Car's manufacturing facility in Augusta, Georgia, and are conducted by professional educators. The club's employees will learn preventive maintenance and repair procedures to enhance its fleet operations. A reasonable fee is charged for these seminars.

## COMMERCIAL VEHICLES WORKSHEET

1. Types of vehicles included in definition
  - Cars
  - Trucks
  - Vans
  - Sport Utility Vehicles
  
2. What makes vehicles commercial
  - Signage/advertising on vehicle
  - Commercial features - special racks, equipment supports, tool boxes, other specialized added features
  - Additional equipment attached - items needed for commercial jobs like ladders, pipes, specialized tools, and job related parts.
  - Gross of vehicle weight - to be determined what is or is not appropriate (somewhere between 10,000-19,000)
  
3. Permitted parking - Any approved location
  - No signs on vehicles
  - No commercial features
  - Within weight limits
  
4. Exception for signage only or minimal commercialization
  - Signage (minimal) - park in all locations
  - Signage and minimum commercial features - parking all locations - Discretion of Code Department
  - Weight limitation must be in compliance
  
5. Rear Yard Parking
  - Signage or commercialized features of a substantial amount - Discretion of Code Department
  - Must be within approved gross vehicle weight
  - Five foot property line restriction
  
6. Side Yard Parking - by variance
  - Same as rear yard conditions, but cannot physically be parked in rear yard - Judgment of Code Department
  - Apply for variance relief for side yard parking
  
7. Day Time/Visitation Parking
  - Repair services parking from 8:00 a.m. to 5:00 p.m. daily
  - Visits to own property - two to four hour daily parking - TBA
  
8. Additional Definition Characteristics to Consider (exceptions)
  - Personalized features (special painting) establishing likelihood of personal use and not commercial use - can be within Discretion of Code Department
  - Any vehicle with a modified body or bed for increased size, without personalized features, is a commercial vehicle
  - Equipment tools, and job related materials in bed (visible) is a commercial vehicle
  - Equipment, tools, and job related materials in bed (completely covered and not visible) is not a commercial vehicle



## CITY OF MIAMI SPRINGS

*Building and Code Compliance Department*

*201 Westward Drive*

*Miami Springs, FL 33166-5259*

*Phone: (305) 805-5030*

*Fax: (305) 805-5036*

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald K. Gorland, City Manager

**FROM:** Tex Ziadie, Building & Code Compliance Director

**DATE:** May 8, 2013

**SUBJECT:** Commercial Vehicle Code-Commercial Properties

As a continuation of the process of changing the Code of Ordinances, section 150-015, regarding Commercial Vehicles, we are recommending the Code for all Commercial zones of the City be changed as well. We have also included a recommendation for Public Property and Church property, which will complete the Code for all Zoning Districts. Following are the details of the recommendation.

The Commercial vehicle definition shall be the same as what is being presented in Ordinance 1054-2013. For the purposes of the Commercial zones, Commercial vehicles shall be categorized as either large or small commercial vehicles. Vehicles which do not exceed a GVW of 19,000 pounds (or whatever weight number is finally arrived at in said Ordinance for approved parking in the residential zoning districts) shall be deemed small commercial vehicles. Vehicles with a GVW over 19,000 pounds shall be deemed large Commercial Vehicles. Said vehicles shall be allowed in the various zones as shown below.

**Airport Golf District-** Large and small Commercial vehicles shall be allowed, provided that they are parked in appropriately striped parking lots and do not require more than one parking space, unless the property has specially designated and approved parking spaces for them. Said parking shall not be allowed for rental or sale vehicles, unless the property owner or lessee has an Occupational License for vehicle rentals or sales. No parking shall be allowed for any Commercial vehicle which could present health, safety or welfare hazards to the City, unless specially approved and contained parking is provided for said vehicles.

**Northwest 36<sup>th</sup> Street District-** Large and small Commercial vehicles shall be allowed, provided that they are parked in appropriately striped parking lots and do not require more than one parking space, unless the property has specially designated and approved parking spaces for them. Said parking shall not be allowed for rental or sale vehicles, unless the property owner or lessee has an Occupational License for vehicle rentals or sales. No parking shall be allowed for any Commercial vehicle which could present health, safety or welfare hazards to the City, unless specially approved and contained parking is provided for said vehicles.

**Abraham Tract District-** Large and small Commercial vehicles shall be allowed, provided that they are parked in appropriately striped parking lots and do not require more than one parking space, unless the property has specially designated and approved parking spaces for them. Said parking shall not be allowed for rental or sale vehicles, unless the property owner or lessee has an Occupational License for vehicle rentals or sales. No parking shall be allowed for any Commercial vehicle which could present health, safety or welfare hazards to the City, unless specially approved and contained parking is provided for said vehicles.

**Central Business District-** Small Commercial vehicles shall be allowed, provided that they are parked in appropriately striped parking lots and do not require more than one parking space, unless the property has specially designated and approved parking spaces for them. Said parking shall not be allowed for rental or sale vehicles, unless the property owner or lessee has an Occupational License for vehicle rentals or sales. No parking shall be allowed for any Commercial vehicle which could present health, safety or welfare hazards to the City, unless specially approved and contained parking is provided for said vehicles.

**Neighborhood Business District-** Small Commercial vehicles shall be allowed, provided that they are parked in appropriately striped parking lots and do not require more than one parking space, unless the property has specially designated and approved parking spaces for them. Said parking shall not be allowed for rental or sale vehicles, unless the property owner or lessee has an Occupational License for vehicle rentals or sales. No parking shall be allowed for any Commercial vehicle which could present health, safety or welfare hazards to the City, unless specially approved and contained parking is provided for said vehicles.

**Public Properties-** No parking of Commercial vehicles shall be allowed on any Public Properties, with the exception of vehicles which are providing repair, delivery or other service to adjacent properties between the hours of 8 o'clock a.m. and 5 o'clock p.m. unless otherwise approved by the City Manager or his designee. No parking shall be allowed for any Commercial vehicle which could present health, safety or welfare hazards to the City, unless specially approved and contained parking is provided for said vehicles.

**Church Properties-** No parking of Commercial vehicles shall be allowed on any Church Properties, with the exception of vehicles which are providing repair, delivery or other service to the church, with the exception of vehicles used by the church for transportation (buses, vans, etc.) which fall under the definition of small Commercial vehicles and also provided that they are parked in appropriately striped parking lots and do not require more than one parking space, unless the church has specially designated and approved parking spaces for them. No parking shall be allowed for any Commercial vehicle which could present health, safety or welfare hazards to the City, unless specially approved and contained parking is provided for said vehicles.





## CITY OF MIAMI SPRINGS

*Building and Code Compliance Department*

*Planning Department*

*201 Westward Drive*

*Miami Springs, FL 33166-5259*

*Phone: (305) 805-5030*

*Fax: (305) 805-5036*

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald K. Gorland, City Manager

**FROM:** Tex Ziadie, Building & Code Compliance Director

**DATE:** May 15, 2013

**SUBJECT:** Code of Ordinances

At the January 28, 2013 Council meeting, the Council requested that I prepare a complete list of the Codes still needing revision or implementation in order of priority. The list presented that night is below. The Codes listed as possible new Codes have been requested either by a member of Council from the past or have been listed due to a high number of complaints or issues surrounding that Code (or lack thereof). Council directed bringing these forward on a periodic basis. There was also discussion about workshops to review these, but Council ended up deciding against that. Please let me know which of these Codes (if any) you would like presented for review.

Commercial Vehicles

Signs (Entire Code)

Feeding of Animals or birds on Public Property (possible new Code)

Acceptable Swale Materials (possible new Code)

Noise

Dumpster Enclosures

Trash Pickup Regulations (possible new Code)

Wall Mural Regulations (possible new Code under signs)

**Optimist Club of Miami Springs, Inc.**  
*A Non-profit, All Volunteer Organization*

May 31, 2013

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

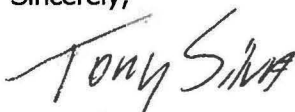
To Whom It May Concern:

As President of the Miami Springs Optimist Club I would like to humbly ask for a donation of \$2000.00 to help cover some of the cost with this year's charity event the Optimist Club is hosting on the Circle on June 8th. The Miami Springs / Virginia Gardens Dolphin Classic and Community Fish Fry has been a tradition in the community for 12 years now and the Optimist Club is also celebrating its 65<sup>th</sup> Anniversary on that day as well. For 65 years the Optimist Club has been bringing out the best in kids and we want to continue the tradition for another 65 years with your help.

We are anticipating roughly 1500 attendees at our event and anything you can do would be greatly appreciated. We are consistently amazed of the strong support of the Miami Springs / Virginia Gardens Optimist Club. The funds we raise at this event represent the bulk of the resources we use each year to support our various community partner programs, such as Archery, Youth Football, Soccer, Boy Scouts, Baseball, and Civil Air Patrol.

Again, anything you can do to help us will be greatly appreciated. If you have any questions or concerns please feel free to call me at 305-345-1019.

Sincerely,



Tony Silva  
President





**CITY OF MIAMI SPRINGS**  
City Manager  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5010  
Fax: (305) 805-5040

Agenda Item No.

City Council Meeting of:

06-10-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**FROM:** Ron Gorland  
City Manager

**DATE:** June 5, 2013

**SUBJECT:** City Clerk Succession Plan

**RECOMMENDATION/DISCUSSION:**

In view of the City Clerk's recent formal notification to retire effective July 5, 2013, and stated availability to continue to provide part-time support as needed, I recommend that she be allowed to continue her current role as City Clerk but in a part-time position. This will be the least disruptive transitional structure available in that it will allow the Council time to reevaluate the requirements of the City Clerk position, conduct a search and select the replacement in an orderly manner.

I've discussed this with the City Clerk and validated her willingness to continue being the City's Clerk for an indefinite period, working no more than a maximum of 59 hours per pay period. Additionally an hourly wage recommendation of \$50 was discussed (currently approx. \$48 plus benefits) and determined to be agreeable to both the City and the City Clerk.

Normally the Deputy City Clerk would be the lead candidate for City Clerk replacement but in our case the Deputy City Clerk is already in the DROP and has just a little over 2 years remaining as an employee. While still a strong candidate for City Clerk, it would be unnecessarily disruptive to make another City Clerk change in such a short period. Additionally, both the City Clerk and Deputy City Clerk have worked extremely well together for the past 19 years and have both assured me that that will continue to be the case if this transitional succession plan is approved by Council.

This recommendation does not infringe on Council's prerogatives regarding the timing and/or City Clerk selection process. In fact, it facilitates a much more orderly process.

**BUDGET:**

Annualized cost-reduction by this arrangement, assuming average 25 hours per week, is approximately \$41,000 annually.

Agenda Item No.

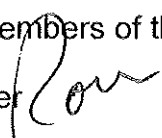
City Council Meeting of:

06-10-2013



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



TO: Honorable Mayor Garcia and Members of the City Council  
THRU: Ronald K. Gorland, City Manager   
FROM: Loretta M. Boucher, Human Resources Director/Risk Manager  
DATE: June 6, 2013  
SUBJECT: City Clerk Recruitment Process

The following is an overview of how the Human Resources Department will proceed to recruit for the City Clerk position upon approval of the Mayor and members of the City Council:

1. Prepare an advertisement that outlines the minimum requirements and salary.
2. Advertise the position in appropriate media sources.
3. HR conducts initial screening to determine candidates that meet minimum qualifications.
4. HR recommends to Council top ten (10?) candidates to be interviewed and all qualified resumes are provided to Council.
5. Council conducts interview workshop and rates the top ten (10?) candidates.
6. Council selects three (3) candidates in priority order to fill the position during a regular or special meeting.
7. The City Manager and City Attorney present the job offer and negotiate with the first selected candidate. In the event an agreement can't be accomplished, they will negotiate with the second selected candidate, and then the third candidate if necessary

In addition, attached is the City Clerk job description for your review and approval.

RKG/LMB/nds

CITY OF MIAMI SPRINGS  
POSITION DESCRIPTION

Class Title: CITY CLERK

Department: CITY CLERK

GENERAL PURPOSE

Provides a variety of routine and complex supervisory, clerical, and administrative work in the administration of the City government.

SUPERVISION RECEIVED

Works under the general supervision of the City Council.

SUPERVISION EXERCISED

Exercises supervision over clerical and other staff, as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The City Clerk is responsible for the conduct and administration of all City elections.

Manages and supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

Serves as the Records Management Liaison Officer for the City. Serves as custodian of official City records and public documents; performs certification and recording for the City as required on legal documents and other records requiring such certification; seals and attests by signature to ordinances, resolutions, and contracts, easements, deeds, bonds or other documents requiring city certification; catalogs and files all city records.

Attends regular and special city council meetings; oversees or performs an accurate recording of the proceedings, preparation of the minutes proper legislative terminology, recording, indexing and filing for the public record; distributes information as requested.

Prepares and distributes agendas, materials, minutes and records of meetings.

Files ordinances and resolutions of the council and oversees the codification of ordinances into the municipal code.

Prepares and advertises meeting agendas, bid and other advertisements, and legal notices of public hearings and special meetings.

Handles financial disclosures.

Coordinates auctions in conjunction with the Police Department.

Administers oath of office to public officials.

Registers voters.

Serves as a notary public.

Prepares reports for Council Meetings as directed.

Prepare surveys and other reports as directed.

Provides public records and information to citizens, civic groups, the media and other agencies as requested.

#### PERIPHERAL DUTIES

Attend seminars and workshops related to City Clerks' duties and responsibilities.

Types Council members' and Mayor's correspondence; make reservations and travel arrangements for meetings, seminars, and conventions.

Assists in the preparation of ordinances and resolutions as directed.

Accepts claims for damages and other legal papers served on the City.

#### DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- (A) Graduation from a college or university with a bachelor's degree in business management, records management, public administration or a closely related field.
- (B) Two (2) years of related experience.
- (C) Any equivalent combination of education and progressively responsible experience, with additional work experience substituting for the required education on a year for year basis.

Necessary Knowledge, Skills and Abilities:

- (A) Working knowledge of the principles and practices of modern public administration. Extensive knowledge of office practices and procedures. Thorough knowledge of modern records management techniques, including legal requirements for recording, retention and disclosure.
- (B) Skill in operation of listed tools and equipment.
- (C) Ability to accurately record and maintain records. Ability to establish and maintain effective working relationships with employees, other departments, officials and the public. Ability to communicate effectively verbally and in writing. Ability to plan, organize and supervise clerical workers and assigned staff.

#### SPECIAL REQUIREMENTS:

- (A) Must be bondable.
- (B) Valid Florida Driver's License, or ability to obtain one.

- (C) Notary public certification within six months.
- (D) For the purpose of registering voters, must be a U.S. citizen and a registered voter.

**TOOLS AND EQUIPMENT USED**

Typewriter, personal computer, including word processing, spreadsheet and data base software; mainframe computer terminal; calculator; phone; copy machine; fax machine.

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

**SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: \_\_\_\_\_  
Supervisor

Approval: \_\_\_\_\_  
Appointing Authority

Effective Date: 4/94

Revision History: 9/90

Received: \_\_\_\_\_  
Employee

\_\_\_\_\_  
Date



**CITY OF MIAMI SPRINGS**  
Public Works  
345 N Royal Poinciana Blvd  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5170  
Fax: (305) 805-5195

10D  
Agenda Item No.

City Council Meeting of:

06-10-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald Gorland, City Manager

**FROM:** Tom Nash, Public Works Director

**DATE:** May 30, 2013

**RECOMMENDATION:**

Recommendation that Council waive the competitive bid process and approve an expenditure of \$21,600.00 to Kelly Janitorial Systems for city-wide janitorial services pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:**

Our current janitorial company, Diamond Contract Service has canceled their janitorial contract effective June 30, 2013 (see letter attached). They were awarded the contract on RFP # 01-11/12 approved by council January 9<sup>th</sup>, 2012. Their contract has 6 months remaining, and one additional renewal option year.

We have met with Kelly Janitorial Systems, the next lowest bid and they have agreed to continue the current contract for the remaining 6 month term under their proposed rate of \$7,200.00 monthly.

Only three months remain for the FY budget for the July 1<sup>st</sup> through September 30<sup>th</sup> therefore we are asking Council to approve an expenditure to Kelly Janitorial System in the amount of \$21,600.00 is for the remainder of this fiscal year. The difference between the two contracts for the three month period is \$334.38.

**COST:** \$ 21,600.00

**FUNDING:** Department/ Description: Various departments  
Account Number: Various accounts

**PROFESSIONAL SERVICES APPROVAL:**





**DIAMOND**  
CONTRACT SERVICES, INC.

*Mailing Address:*  
P.O. Box 10746  
Burbank, CA 91510-0746

*Business Address:*  
2249 N. Hollywood Way  
Burbank, CA 91505

Phone (818) 565-3554

Fax: (818) 565-3556

[www.diamondcontract.com](http://www.diamondcontract.com)

May 17, 2013

City of Miami Springs  
201 Westward Drive 1<sup>st</sup> Floor  
Miami Springs, FL 33166-5259

**RE: Notice of Cancellation of Contracts**

Dear City of Miami Springs

This letter is to notify you that Diamond Contract Services, Inc has elected to cancel the above written contract with City of Miami Springs, effective June 30, 2013. In accordance with terms and provisions of the contract, we are giving a 30-day notice to cancel.

The City of Miami Springs has been a valued customer over the years and it has been a pleasure doing business with you.

You may contact me at the number listed herein, if you have any questions.

Sincerely,

Steve Walton  
CEO

ORIGINAL

# KELLY JANITORIAL SYSTEMS, INC.

2130 SW 94 CT. MIAMI, FL 33165

Tel. (305) 978-2656

1(800)988-6534

Fax: (305)220-0633

11/30/2011

*CITY OF MIAMI GARDENS*

*Request for Proposal*

*RFP #08-09-032*

*Janitorial Services*

We are pleased to present our proposal for the Janitorial Maintenance of your facility.

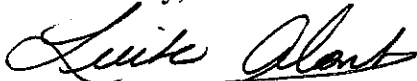
We believe experience, supervision and viable labor force, combined with a strong management team, make up the key ingredients for a successful janitorial service.

I personally invite you to spend a few minutes reviewing the enclosed material. It shall help you provide a clear understanding of our company and how you too could have the best quality cleaning.

KELLY JANITORIAL QUALITY ASSURANCE MANUAL of KELLY JANITORIAL is very extensive. We only provide with this bid only forms to be use and procedures.

Thank you for your consideration and the opportunity to provide these services to you and your organization.

Cordially,



Luisa Alonso

President

Kelly Janitorial Systems, Inc.

(305)978-2656

1(800)988-6534

[Kellg@kellgjanitorial.com](mailto:Kellg@kellgjanitorial.com)

Website: [kellyjanitorial.com](http://kellyjanitorial.com)

COMPANY NAME: **KELLY JANITORIAL SYSTEMS, INC.**

A Item #	B Description	C Rate per Cleaning	D Total Monthly Rate
4	Administrative Fees (if applicable)	\$ -	\$ -
5	Misc. Fees (If applicable)	\$ -	\$ -
6	City Hall - 201 Westward Drive	\$ 53.12	X 5 cleanings = \$ 1150.00
7	Police Dept.- 201 Westward Drive	\$ 46.19	X 7 cleanings = \$ 1400.00
8	Community Policing Office- 270 Westward Drive	\$ 16.17	X 5 cleanings = \$ 350.00
9	Public Works Dept.- 345 N. Royal Poinciana Blvd.	\$ 36.95	X 5 cleanings = \$ 800.00
10	Recreation Dept. - 1401 Westward Drive	\$ 38.49	X 6 cleanings = \$ 1000.00
11	Recreation Dept.- Annex Bldg./Pool 501 East Drive	\$ 26.94	X 6 cleanings = \$ 700.00
12	Recreation Dept. - 750 Dove Avenue	\$ 26.94	X 6 cleanings = \$ 700.00
13	Recreation Dept.- Concession Stands	\$ 7.70	X 6 cleanings = \$ 200.00
14	Senior Center- 343 Payne Drive	\$ 34.64	X 6 cleanings = \$ 900.00

**TOTAL COST:** \$ 7,200.00

**ADDITIONAL CLEANING OPTIONS AT CITY'S DISCRETION** (Separate billable rates- See Pg. 15 of RFP)

15	Buffing/Waxing of floors with power spray system	\$ 0.15	per square Foot	N/A
	City Hall - 201 Westward Drive	\$ 0.15	✓	N/A
	Police Dept.- 201 Westward Drive	\$ 0.15	✓	N/A
	Community Policing Office- 270 Westward Drive	\$ 0.15	✓	N/A
	Public Works Dept.- 345 N. Royal Poinciana Blvd.	\$ 0.15	✓	N/A
	Recreation Dept. - 1401 Westward Drive	\$ 0.20	✓	N/A
	Recreation Dept.- Annex Bldg./Pool 501 East Drive	\$ 0.20	✓	N/A
	Recreation Dept. - 750 Dove Avenue	\$ 0.20	✓	N/A
	Recreation Dept.- Concession Stands	\$ 0.20	✓	N/A
	Senior Center- 343 Payne Drive	\$ 0.20	✓	N/A
16	Deep carpet cleaning/stain removal with power spray system	\$ 0.12	✓	N/A
	City Hall - 201 Westward Drive	\$ 0.12	✓	N/A
	Police Dept.- 201 Westward Drive	\$ 0.12	✓	N/A
	Community Policing Office- 270 Westward Drive	\$ 0.12	✓	N/A

COMPANY NAME:

A Item #	B Description	C Rate per Cleaning	D Total Monthly Rate
	Public Works Dept.- 345 N. Royal Poinciana Blvd.	\$ 0.15 - per square foot	N/A
	Recreation Dept. - 1401 Westward Drive	\$ 0.15 - ✓	N/A
	Recreation Dept.- Annex Bldg./Pool 501 East Drive	\$ 0.15 - ✓	N/A
	Recreation Dept. - 750 Dove Avenue	\$ 0.15 - ✓	N/A
	Recreation Dept.- Concession Stands	\$ 0.15 - ✓	N/A
	Senior Center- 343 Payne Drive	\$ 0.15 - ✓	N/A
17	Window cleaning including 2nd floor windows	\$ -	N/A
	City Hall - 201 Westward Drive	\$ 600.00	N/A
	Police Dept.- 201 Westward Drive	\$ 300.00	N/A
	Community Policing Office- 270 Westward Drive	\$ 500.00	N/A
	Public Works Dept.- 345 N. Royal Poinciana Blvd.	\$ 400.00	N/A
	Recreation Dept. - 1401 Westward Drive	\$ 400.00	N/A
	Recreation Dept.- Annex Bldg./Pool 501 East Drive	\$ 300.00	N/A
	Recreation Dept. - 750 Dove Avenue	\$ 450.00	N/A
	Recreation Dept.- Concession Stands	\$ 400.00	N/A
	Senior Center- 343 Payne Drive	\$ 300.00	N/A
18		\$ -	N/A

Print Name: LUISA ALONSO  
Name of Authorized Representative of Company

Print Title: President

Signature: *Luisa Alonso*

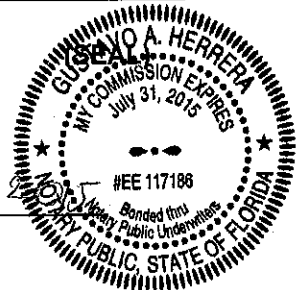
State of: Florida

County of: Miami-Dade

Subscribed and sworn to before me this 30 day of NOVEMBER 2011.

Notary Public: *[Signature]*

My Commission expires July 31 2012





*Purchasing Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305)805-5035  
Fax: (305)805-5018  
[romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov)*

*Tammy Romero  
Procurement Specialist*

**LEGAL NOTICE**

**REQUEST FOR PROPOSAL # 01-11/12  
JANITORIAL SERVICES AT VARIOUS MUNICIPAL LOCATIONS**

Sealed proposals bids for the **JANITORIAL SERVICES AT VARIOUS MUNICIPAL LOCATIONS**, MIAMI SPRINGS, FL will be received until **2:30 P.M. on Thursday, December 1<sup>st</sup>, 2011**, via the City Clerk, on the 2<sup>nd</sup> floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166.

Bids will then be transferred to the Council Chambers. At time, date, and place noted above, bids will be publicly opened. Any bids received after time and date specified will not be considered and returned to the bidder unopened.

A Bid Bond in the amount of five thousand (\$5,000.00) dollars is required. The successful bidder will be required to furnish Performance and Payment Bonds, each in the amount of one-hundred (100%) percent of the contract amount.

A **Mandatory Pre-Bid Conference** will be held at 9:30 AM on the 10th day of **November 2011** at Miami Springs City of Miami Springs, Council Chambers, 201 Westward Drive, 2<sup>nd</sup> floor, Miami Springs, Fl. 33166, preceded with a site visit of the locations and immediately returning to the Council Chambers for any questions and answers.

**Deadline to request any additional information/clarification will be Friday, November 18<sup>th</sup>, 2011.**

This Request for Proposal (RFP) is available upon written/fax request at (305)805-5018 or the City's Purchasing Department at 201 Westward Drive, 1<sup>st</sup> floor, Miami Springs, Florida 33166. All requests must be accompanied by name, address, phone and fax number. To verify receipt of request, please contact Tammy Romero at [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov).

The City of Miami Springs reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Proposal including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise competent, and submits the lowest responsive and responsible Response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

**City of Miami Springs**

RFP# 01-11/12

ACCEPTANCE OR REJECTION OF BIDS The City of Miami Springs reserves the right to waive irregularities or technicalities in bids or to reject all bids or any part of any bid.

ADDITIONAL INFORMATION Each bidder shall examine all parts of the Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. The City of Miami Springs shall not be responsible for oral interpretations given by any city employee, representative, or others. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City of Miami Springs or the compensation to the bidder. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to:

Tammy Romero  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Telephone: (305) 805-5035  
Facsimile: (305) 805-5018

The bid title and number should be referenced on all correspondence. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. If any amendments are issued to this Invitation to Bid, the City will attempt to notify all prospective bidders who have secured same; however, it shall be the responsibility of each bidder, prior to submitting their bid, to contact the City of Miami Springs to determine if an amendment was issued and make such amendment a part of their bid.

BID SUBMISSION Original and six copies of this entire document as well as any other pertinent documents should be returned in order for the bid to be considered for award. Bids shall be RFP# 01-11/12 2

submitted to the Purchasing Agent properly signed in ink, notarized, and submitted in a sealed envelope on which shall be shown the name of the bidder, bid opening date, and name and bid number of the proposal.

By submitting a bid proposal, the bidder declares that he understands and agrees that this bid proposal, specifications, provisions, terms and conditions of same, shall become a valid contract between the City of Miami Springs and the undersigned upon notice of award of contract in writing and/or issuance of Purchase Order by the City of Miami Springs.

ASSIGNMENT The successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

BIDDER CERTIFICATION Submission of a signed proposal is bidder's certification that the bidder will accept any awards made to him as a result of said submission at the prices and terms contained therein.

BID TABULATIONS Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with their bid.

BID WITHDRAWAL No proposal can be withdrawn after it is filed unless the bidder makes his request in writing to the City prior to the time set for the opening of bids, or unless the City fails to accept it within ninety (90) days after the date fixed for opening bids.

BIDDER RESPONSIBILITY Before submitting the proposal, each bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the City that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from his obligation to comply in

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every detail with all provisions and requirements of the contract documents.

**DEFAULT** Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the City. Where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list.

**DELIVERY** All service, materials, and/or equipment are purchased F.O.B. point of delivery in Miami Springs. The successful bidder must prepay all transportation charges to designated point of delivery in Miami Springs. Collect or Freight Due shipments will be refused.

**EXCEPTIONS TO SPECIFICATIONS** Bidders taking exception to any part or section of these specifications shall indicate such exceptions on their proposal and prove to the satisfaction of the City that said item is equal to, or better than, the product specified. Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder **MUST** attach to the specification documents on Company letterhead a statement identifying, but not limited to, the manufacturer, brand name, make, model and/or Catalog Number(s) of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances to the specification document no matter how insignificant.

The City of Miami Springs reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith. Failure to indicate any exceptions shall be interpreted as the

bidder's intent to fully comply with the specifications as written.

Notwithstanding the foregoing, the City reserves the right to prohibit, in advance, any consideration of "or equal" submittals prior to the dissemination of any bid/RFP specifications.

Bidders **MUST** submit any cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the City.

**EXPENSES INCURRED IN PREPARING PROPOSAL** The City accepts no responsibility for any expenses incurred in the proposal's preparation, and presentation; such expenses are to be borne exclusively by the bidder.

**INDEMNIFICATION** The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by Bidder or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's Officials, agents and employees; the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

**INSURANCE** Bidder, shall furnish evidence of insurance to the Procurement and Purchasing Department. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The City of Miami Springs shall be listed as an "Additional Insured". Issuance of a purchase order is contingent upon the proper insurance documents. All insurance shall be

maintained until work has been completed and accepted by the City.

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.

Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength. The company must be rated no less than "B" as to management and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Finance Director.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of the work. These policies described above, and any certificates shall specifically name the City of Miami Springs as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the City of Miami Springs.

Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

INSPECTION All articles, materials, and supplies purchased are subject to inspection on arrival at destination. The City of Miami Springs reserves the right to return for full credit at the risk and expense of the successful bidder, all or part of the articles, materials, or supplies furnished contrary to specifications and instructions.

LATE BID REJECTION The City of Miami Springs is not responsible for the delivery of any bid proposal. All bid proposals received by the Purchasing Agent after the time stated in the Invitation to Bid, shall be returned unopened and will not be considered for award.

LAWS AND REGULATIONS It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. Non-compliance with all federal state and local orders and laws may be considered grounds for termination of contract(s).

LICENSES AND REGISTRATIONS The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Dade County, the City of Miami Springs, or the State of Florida. Every vendor submitting a bid on this invitation to bid should include a copy of the company's occupational license or a written statement on letterhead indicating the reason no license exists. Miami Springs, Florida-based businesses are required to purchase an Occupational License to conduct business within the City. Vendors residing or based in another state or municipality, but



maintaining a physical business facility or representative in Miami Springs, may also be required to obtain such a license by their own local government entity or by Miami Springs. For information specific to Miami Springs occupational licenses call (305) 805-5030.

METHOD OF AWARD The City of Miami Springs reserves the right to make the award on a total or package basis or on a unit basis, whichever is deemed in the best interests of the City.

METHOD OF PAYMENT The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors with purchasing card capability will receive payment from the VISA purchasing card in the same manner as other Visa purchases. Accordingly, respondents with present purchasing card capability should have the ability to accept VISA or take whatever steps are necessary to implement such capability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form.

PATENTS AND ROYALTIES The bidder, without exception, shall indemnify and save harmless the City of Miami Springs, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Springs, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is agreed that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

QUALIFICATION OF BIDDERS Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Miami Springs that he has the necessary facilities, ability, and financial

resources, to furnish the service/product as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the City to satisfy itself as to the bidder's qualifications. Failure to qualify according to the foregoing requirements may justify the City in rejecting his bid.

PUBLIC ENTITY CRIMES A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

RELATION OF CITY It is the intent of the parties hereto that the successful bidder shall be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said successful bidder, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

TAXES The City of Miami Springs is exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Tax Certificate Number is 23-11-324901-54C

TERM CONTRACTS The City's Fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's term extends beyond the fiscal year in which the Contract commences, the City will issue a

Purchase Order to cover its needs for the balance of that fiscal year. At the beginning of each fiscal year thereafter, a purchase order will be issued to correspond with that year. In the final year of the contract, a purchase order will be issued for the remaining months of the contract. Issuance of a new purchase order shall be subject to the availability of budgeted funds. If funds are not appropriated for continuance of a term contract to completion, cancellation may be effected upon thirty (30) days notice.

WARRANTY All material herein specified shall be fully guaranteed by the proposer against factory defects. Any defects which may occur as the result of either faulty material or workmanship within the period of the manufacturer's standard warranty will be corrected by the proposer at no expense to the City of Miami Springs.



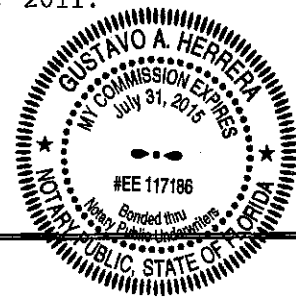
City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166-5259

ORIGINAL

**REQUEST FOR PROPOSAL # 01-11/12  
JANITORIAL SERVICES AT VARIOUS MUNICIPAL LOCATIONS**

Bids to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166  
at 2:30 P.M. on December 1<sup>st</sup>, 2011

Vendor Name: <i>Kelly Janitorial Systems</i>	Federal Identification or Social Security Number: <i>65-0779578</i>
Vendor Mailing Address: <i>2130 SW 94 CT. MIAMI, FL 33165</i>	Payment Terms: Bi-Weekly The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card). Do you accept this form of payment: Yes <input type="checkbox"/> No <input type="checkbox"/>
City - State - Zip Code: <i>MIAMI, FL 33165</i>	Delivery in Days After Receipt of Purchase Order:
(Area Code) Telephone Number: <i>305-978-2656</i>	(Area Code) Facsimile Number: <i>305-220-0633</i>
E-Mail Address: <i>alonso888@comcast.net Kelly@kellyjanitorial.com</i>	Initial appropriate box to acknowledge amendment(s), if necessary. <input checked="" type="checkbox"/> Amendment #1 <input type="checkbox"/> Amendment #2 <input type="checkbox"/> Amendment #3
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign for, and commit, the vendor.	<i>Luisa Alonso</i> Authorized Signature (Manual) <i>LUISA ALONSO</i> Authorized Signature (Typed or Printed Title)
STATE OF: <u>FLORIDA</u> COUNTY OF: <u>MIAMI-DADE</u> BEFORE ME, the undersigned authority, this document was acknowledged by <u>Luisa Alonso</u> who:	
<input type="checkbox"/> is personally known to me, or <input checked="" type="checkbox"/> produced identification <u>FLORIDA DRIVER LICENSE</u> who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed.	
SWORN TO AND SUBSCRIBED before me this <u>30<sup>th</sup></u> day of <u>NOVEMBER</u> , 2011.	
MY COMMISSION EXPIRES: <u>JULY 31<sup>th</sup> 2015</u>	<i>Gustavo A. Herrera</i> NOTARY PUBLIC, State of Florida At Large <u>GUSTAVO A. HERRERA</u> Printed Name



Witnessed by:  
*S. [Signature]*  
*[Signature]*

RFP# 01-11/12

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NA

NA

**STATEMENT OF NO RESPONSE**

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5018 or mail the form to:

City of Miami Springs  
Finance Department  
201 Westward Drive  
Miami Springs, FL 33166-5259

- We do not offer this product/service or an equivalent.
- Our schedule would not permit us to perform
- Insufficient time to respond to solicitation.
- Unable to meet specifications.
- Specifications not clear.
- Unable to meet bond and/or insurance requirements.
- Solicitation addressed incorrectly.
- Specifications "too tight"  
(i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

\_\_\_\_\_  
\_\_\_\_\_

Due to the large number of companies listed on the City's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses who fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations?  Yes  No

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**CONTRACTOR'S QUESTIONNAIRE**

Company Name: KELLY JANITORIAL SYSTEMS, INC.

Principal Officer: LUISA ALONSO

Company Address: 2130 SW 94th MIAMI, FL 33165

Years in Business under Present Name: 18 years

Primary type of work your firm engages in: Janitorial

Years experience in your primary type of work: 18 years

List other types of work your firm engages in:

Does your organization have current occupational license(s) and certificate(s) of competency entitling it to do the work contemplated in this Contract? yes

**Include copies of licenses and certificates with bid proposal.**

Does your organization currently accept Visa (P-Cards) as form of payment?  Yes  No

Demonstrate your capacity to perform work of this magnitude by indicating five (5) projects within the past two (2) years that are equal to or greater in scope.

Company Name: <u>City of Aventura</u>	Contact Name: <u>Julio Garcia</u>	
Contract Amount: <u>\$ 21,000 Monthly</u>	Phone # <u>954-388-9033</u> <u>305-978-2656</u>	Fax #

Company Name: <u>LEGAL Services of Greater Miami</u>	Contact Name: <u>LUIS DIAZ</u>	
Contract Amount: <u>\$ 7,500-8000<sup>2</sup> Month</u>	Phone # <u>786-499-6708</u>	Fax #

Company Name: <u>Florida Turnpike <sup>SUNPASS</sup> Boca-Royal</u>	Contact Name: <u>Deborah HAHN</u>	
Contract Amount: <u>\$ 6000 - 7000 Month.</u>	Phone # <u>1561-488-5344</u>	Fax #

Company Name: <i>Concorde Centre II</i>	Contact Name: <i>Joaquin Delgado</i>	
Contract Amount: <i>\$ 8,500.00 - 9500.00 Month.</i>	Phone # <i>305-887-9801</i>	Fax #

Company Name: <i>Florida Turnpike Operation Center</i>	Contact Name: <i>Gordon Dobbins</i>	
Contract Amount: <i>\$ 7,800.00 - 8500.00 Month</i>	Phone # <i>954-934-1275</i>	Fax #

more references

Have you ever failed to complete any work awarded to you? NO

See ATTACH

If so, where and why? \_\_\_\_\_

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? NO

If so, state name of individual, name of owner, and reason thereof: \_\_\_\_\_

What equipment do you own that is available for the proposed work.

All Commercial eqpt present needed to do the job. See detailed attach

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you?

Bank of America

List the names, addresses, and phone numbers of all subcontractors which you may utilize to perform this contract. No change in subcontractors, as listed, will be allowed without the written approval of the City of Miami Springs.

NONE

Are you bidding the item specified?  Yes  No

If no, the bidder must also include a sample of the alternate manufacturer's product they intend to supply as the "Or Equal" in addition to complying with the Exceptions to Specifications requirements set forth after in the "General Conditions and Instructions" section of this bid.



custodial services, supplies and maintenance. The contract is \$6000-6500 PER MONTH

Mr. Alfred Treppeda- City Manager or Andrea (Secretary) 305-866-4633  
[manager@balharbourflorida.com](mailto:manager@balharbourflorida.com) fax: 305-868-6575

#### **4. SUNSET BUILDING, 9035 SW 72 Street, Miami, Florida**

Client since 2006

Square footage: 36000 square footage

We provide cleaning services to this 2 floor building, supplies and semi-annual services.

Mr. Gary Eisenberg Tel.786-486-6666 Fax: 305-251-5353  
[gary@searealtygroup.net](mailto:gary@searealtygroup.net)

#### **5. CONCORDE CENTER II & PLAZA . Aventura, FLORIDA.**

Client since 1996

Square Footage: 120000 square footage.

These Twin buildings(CONCORDE & PLAZA) have 10 floors They are our clients for more than 12 years.

We provide custodial services, porters, construction cleaning for tenants and maintenance. The contract is \$8500-\$9500.00 PER MONTH for each building.

Mr. Joaquin Delgado- CONCORDE Building 305-887-9801  
Joaquin Delgado [[woodsmgtcorp@bellsouth.net](mailto:woodsmgtcorp@bellsouth.net)]

#### **6. CARISAM/CROSSROADS. DORAL, Florida.**

Client since 2006

Square Footage: 110000 square footage

This building has 2 floors and CARISAM is the main supplier in Miami for all the Cruise Lines.

We provide cleaning services, warehouse, supplies and maintenance.

Mr. Jose Casas 305-591-3993 Fax: 305-591-2886  
[j.casas@carisamco.com](mailto:j.casas@carisamco.com)



## **More Clients of KELLY JANITORIAL....**

### **VILLAGE OF PALMETTO BAY**

Client since 2008

We provide cleaning services to City Hall, Police Department, Administrative offices.

Kristy Nunez  
kbada@palmettobay/fl.gov

tel. 305-969-5011 fax; 305-969-5091

### **TURNPIKE DEPARTMENT OF TRANSPORTATION.** See locations below.

Client since 2006

We provide services for the following TURNPIKE Buildings:

WEST PALM BEACH MAINTENANCE FACILITY, Lake Worth FHP office Milepost 94.00, FHP Quality Hall, Telecommunication Shop Milepost 99.00., Fort Pierce Maintenance and trailers Milepost 145.00

We provide cleaning services, porter services, supplies and quarterly, semi-annual maintenance of the facilities mentioned above.

Since 2010 Fl Turnpike Milepost 65 Operation Center.

Mr. Gordon Dobbins 954-214-3801  
Gordon.dobbins@dot.state.fl.us

### **TURNPIKE DEPARTMENT OF TRANSPORTATION BOCA RATON BUILDING**

Client since 2009

Building of 37000 square footage. We supply Day Porter, Janitorial services for the following deprtments: Sunpass Operations, Violation Department, execitive area.

Ms. Erick Wright 772-528-1617 Fax: 561-470-6685  
Hahn, Deborah [Deborah.Hahn@dot.state.fl.us]

**And more...**

## ***EXPERIENCE / ABILITY OF PERSONNEL OF KELLY JANITORIAL & REGIONAL OFFICES.***

Kelly Janitorial Systems, Inc. is a Florida Corporation since 1997. The Principals are Luisa Alonso & Fernando Ascenso. We have an extended experience for more than 20 years, not only in Florida but New York, Connecticut & New Jersey.

KELLY JANITORIAL has the BEST reputation in the industry, not only for the personalized attention the owners give to each of one of our customers but for the professionalism, know-how of the industry, courtesy and reliability.

In Florida, Kelly Janitorial counts with 3 regional offices: Miami, Aventura and Palm Beach, to serve the 3 counties with excellence.

**SPECIAL CONDITIONS**

SCOPE The intent of these specifications is to set forth and convey to prospective bidders the **JANITORIAL SERVICES AT VARIOUS MUNICIPAL LOCATIONS** as desired by the City of Miami Springs.

TERM OF CONTRACT This contract will be in effect for a one (1) year period effective from date of award and the prices quoted hereunder shall be firm to the City of Miami Springs for the duration of the contract. Prior to, or upon completion, of that initial term, the City of Miami Springs shall have the option to renew this contract for an additional two (2) one (1) year periods on a year-to-year basis. The renewals are contingent upon satisfactory performance by the contractor and availability of funds.

Indicate your acceptance or rejection of the City's renewal options by initialing the appropriate box and providing the amounts of fees quoted for each option year below.

Accept <i>LA</i>	Reject
---------------------	--------

Option Year #1 Yes

Option Year #2 Yes

TERMINATION OF CONTRACT The City of Miami Springs reserves the right to terminate this contract if the successful bidder fails to perform satisfactorily in all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of such cancellation, the City additionally reserves the right to make the award for the balance of the contract period to the next higher bidder.

EVALUATION OF BIDS Bid evaluation will be based on:

- Cost of services to the City of Miami Springs.
- Experience of bidder.
- Qualifications.

FAILURE TO COMPLY Any failure on the part of a responder to provide the documentation set forth in the bid specifications could, in and of itself, constitute a determination that the proposal is non-responsive and therefore disqualified.

BIDDERS STANDARD CHECKLIST:

Did you remember to include/complete the following?

- 1 Original and 6 copies of bid submittal
- Copy of current licenses
- Proof of current insurances
- Bid Bond
- Payment/ Performance Bond
- Sign for Amendment receipts
- If applicable, include a sample of the alternate manufacturer's product intended to supply as the "Or Equal" in addition to complying with the Exceptions to Specifications

Although the foregoing is intended to provide a complete list of all bid requirements and submittals, the City's failure to include any bid requirements or submittals therein, shall not constitute a waiver of any Bid/RFP requirements for any proposer.

## SPECIFICATIONS

### INTENT:

The City of Miami Springs is seeking Proposal's from experienced and qualified companies to provide Janitorial Services at various municipal facilities for the City. Proposal's must include the furnishing of all labor, equipment, materials and supplies essential for the satisfactory performance of Janitorial services, as required in this RFP. Internal monthly performance evaluations will be conducted by the various facilities listed below to ensure that the services are being fulfilled in strict accordance with the Contract Documents.

When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the Public Works Director or designee. Cleaning materials furnished by the proposer must conform to or exceed EPA standards. The City will provide minimal space only for equipment and supplies that are needed. Contractor's operating areas, utility closets and slop sinks are to be kept in clean and orderly condition at all times.

The purpose of this Request for Proposal is to hire Janitorial Services specified herein from a source(s) of supply that will give prompt and efficient service.

### LOCATIONS TO BE SERVICED:

**CITY HALL - 201 Westward Drive (EXCLUDING FIRE DEPARTMENT)**  
FIVE (5) EVENINGS A WEEK, MONDAY THROUGH FRIDAY      STARTING  
TIME 3:00 P.M. - HOLIDAYS EXCLUDED

**POLICE DEPARTMENT - 201 Westward Drive (Entrance on east side)**  
SEVEN (7) EVENINGS A WEEK, SUNDAY THROUGH SATURDAY - STARTING  
TIME 4:00 P.M. - HOLIDAYS INCLUDED

**COMMUNITY POLICING OFFICE - 270 Westward Drive**  
FIVE (5) EVENINGS A WEEK, MONDAY THROUGH FRIDAY      STARTING  
TIME 3:00 P.M. - HOLIDAYS EXCLUDED

**PUBLIC WORKS DEPARTMENT - 345 N. Royal Poinciana Blvd**  
(INCLUDING EMPLOYEE LOUNGE)  
FIVE (5) EVENINGS A WEEK - MONDAY THOUGH FRIDAY, STARTING  
TIME 3:00 P.M., HOLIDAYS EXCLUDED

**RECREATION DEPARTMENT (4) locations - 1401 Westward Drive**  
**(Annex Building/Pool)/501 East Drive/750 Dove Avenue/  
Concession Stands**

SIX (6) EVENINGS A WEEK-MONDAY THROUGH SATURDAY, STARTING  
8:00 P.M. HOLIDAYS EXCLUDED EXCEPT JULY 4<sup>TH</sup>

**SENIOR CENTER - 343 Payne Drive**

SIX (6) DAYS A WEEK - MONDAY THROUGH SATURDAY - AFTER 9:00  
P.M. HOLIDAYS EXCLUDED EXCEPT JULY 4<sup>TH</sup> OR HOLIDAYS  
FALLING ON SATURDAYS

Holidays

New Years Day	Independence Day
Martin Luther King Day	Thanksgiving Day
Veterans' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Labor Day	

**BACKGROUND:**

The City of Miami Springs currently has a contract for Janitorial Services that expires in January 2012.

**REQUEST FOR PROPOSAL REQUIREMENTS:**

1. This Request for Proposal (RFP) is available upon written/fax request to Tammy at [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov) or may be obtained at the City's Purchasing Department, 201 Westward Drive, first floor, Miami Springs, Florida 33166.

All inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to:

Tammy Romero, Procurement Specialist  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Telephone: (305) 805-5035  
Facsimile: (305) 805-5018

2. Respondents are to meet at 9:30 AM on the 10<sup>th</sup> day of November 2011 in the Council Chambers (second floor) located at Miami Springs City Hall, 201 Westward Drive, Miami Springs, Fl. 33166, for a **Mandatory** Pre-Bid Conference. A walk through of the facilities will be arranged during that time and immediately following, a meeting will be held in the Council Chambers where any questions will be answered.
3. One (1) original and Six (6) copies of this entire document as well as all other pertinent documents must be returned in order for the Proposal to be considered. The RFP shall be signed in ink,

notarized, and submitted in a sealed envelope; identifying the name of the company, RFP opening date, project name and RFP proposal number to:

City Clerk, City Hall  
2<sup>nd</sup> floor  
201 Westward Drive  
Miami Springs, FL 33166

4. Respondent must include evidence of insurance with submittal of this RFP. The awarded company is responsible for maintaining Worker's Compensation, General Liability and Automobile Liability Insurance during the entire term of contract.

The respondent must deliver to the Procurement Specialist certificates showing the existence of the above required insurance of which the respondent is required to purchase and maintain in accordance with the General Conditions and Instructions section of this RFP.

5. Respondent must include copies of current licenses.
6. Payment and Performance Bonds are required and must be provided by the respondent. In addition, a Bid Bond in the amount of five thousand (\$5,000.00) dollars is required.
7. No estimated costs or budget for the services will be provided.
8. Proposals should include a brief introduction, background and work description objective.
9. Projected Timeline- (Dates are subject to change).

Advertise RFP	October 25 <sup>th</sup> , 2011
Pre-Bid Meeting	November 10 <sup>th</sup> , 2011
Clarification deadline	November 18 <sup>th</sup> , 2011
Amendment (pending complexity)	November 21 <sup>st</sup> , 2011
RFP Opening	December 1 <sup>st</sup> , 2011

10. Each respondent is responsible for determining all factors necessary for the submission of a comprehensive response to this RFP. This includes, but is not limited to, measuring the square footage of buildings, if necessary. No blueprints or floor plans are available.
11. RFP responses must include at minimum, an outline of levels of services offered, day-to-day operations/scheduling and the abilities to perform these and any other services necessary to maintain a completely efficient and effective Janitorial Service program.

12. The respondent must be able to provide sufficient staff to meet the Proposal requirements.

In the event that the staff(s) calls in sick, requires a leave of absence, or is on vacation etc., it is the responsibility of the respondent to find and provide a replacement to cover the required Janitorial Service needs.

13. All staff must meet and pass standard drug/alcohol testing and background checks. The City reserves the right to randomly request verification and retesting of all the above at the contractor's expense.
14. Companies must be able perform any of the proposed services whenever the City determines there to be a "need" for additional cleanings. These additional requests, if needed (at the discretion of the City), may be billed separately at the rate as indicated in the Rates Table Form attached.
15. Contractor must furnish all required cleaning equipment, supplies/materials and paper products needed to clean the facilities. NON-ACID cleaners must be used.
16. The City will offer some storage space for supplies and equipment. Upon award, the Public Works department will coordinate with the contractor the storage options available by facility location.
17. Disposal of cleaning supplies must be in accordance with all current County, State, Federal and EPA laws and regulations.
18. Respondent must provide a qualified, professional Project Manager, as well as personnel to perform the work. Proposal must include the contact information of the assigned Project Manager. The Project Manager and/or designee must be fluent in English.
19. Contractor personnel must be recognizable as such while in City facilities. This will be accomplished by wearing security badges issued by the City of Miami Springs Police Department. Personnel applying for security badges will be subjected to a security screen, as deemed appropriate by the Miami Springs Chief of Police.
20. There will be a monthly status report provided by each department with comments/concerns. This report will be submitted by the Public Works Director or his designee to the assigned Project Manager. Items noted on the Janitorial Monthly Status Report Form shall be corrected on the following day or liquidated damages may apply.



If a repeated offense occurs on the second monthly status report a meeting will be set up to discuss any noncompliance items that may exist and monthly invoices must be adjusted accordingly.

21. Maintaining the facilities in a clean manner is of the essence; therefore all facilities shall be maintained by the contractor. Each monthly invoice must be accepted by the Public Works Director or his designee or authorized representative before any invoices are paid. If the vendor does not maintain the facilities as per the specifications, the vendor may be assessed a penalty.

For noncompliance of the specifications, liquidated damages shall be assessed at the rate of one percent (1%) of the total fee per occurrence for the third time of any reoccurring discrepancy that has been noted in writing and two percent (2%) per occurrence thereafter.

22. Contractor's cost shall include without limitation, all payroll taxes for its employees as levied by City, State and Federal agencies as well as all Union Contributions, Pension, Welfare, Florida Disability Insurance, Unemployment Insurance, Hospital and Medical Care Insurance where applicable.

**PROPOSAL SHALL INCLUDE THE FOLLOWING SERVICES FOR ALL AREAS**

DAILY

1. Dust all counters. Papers are not to be disturbed.
2. Dust all desks. Remove all smudges with damp cloth. Papers are not to be disturbed.
3. Dust all exposed filing cabinets and bookcases.
4. Dust all chair bases, stands, coat racks, etc.
5. Dust all horizontal surfaces to 6'8" height including sills, ledges, moldings, shelves, picture frames and ducts.
6. Dust all computers, printers, copiers, typewriters and calculators.
7. Inspect, vacuum or sweep stairwells as needed. Wipe handrails.
8. Clean and sanitize drinking fountains.
9. Empty and clean waste containers and replace liners daily.
10. Vacuum dust mats front and rear.
11. Damp clean and disinfect telephones with appropriate material.

WEEKLY

1. Clean entire desk tops. (Only if desk is clear of paper)
2. Remove cobwebs from corners and ceiling areas.
3. Remove finger marks from doors, frames, light switches, partitions, kick plates, etc.
4. Spray buff vinyl floors to bring up luster.
5. Polish desks.

MONTHLY

1. Wash all waste receptacles.
2. High dust, above 6'8" height, all horizontal surfaces, including moldings, ledges, pipes, and window blinds.
3. Clean and polish bright metal surfaces.
4. Vacuum air conditioning supply vents and return grills.

QUARTERLY

1. ALL GLASS; (including partitions, window panes, sliding doors and storefronts) shall be thoroughly washed inside and outside.

**FLOORS - VINYL, TERRAZZO, OR TILE**

DAILY

1. Dry dust or sweep.
2. Using a cleaner/disinfectant wet mop all areas.
3. Remove heel marks.

WEEKLY

1. Machine buff open areas using power spray system.

MONTHLY

1. Refinish to maintain protective coating using approved penetrating sealants on all surfaces. Surfaces shall be slip resistant.

QUARTERLY

1. Strip, clean, seal and refinish all tile and terrazzo areas.

**FLOORS - CARPETED**

DAILY

Vacuum all carpeting

WEEKLY

1. Edge vacuum
2. Inspect carpeting for spots and stains. Remove if possible.

**REST ROOMS**

Contractor will supply all bathroom supplies to include antibacterial hand soap, toilet tissue, toilet seat covers, trash liners, urinal deodorant blocks, and paper towels. The Contractor shall maintain an adequate stock of all supplies in the City Hall Janitor's Closet. All supplies are to be acceptable to the City.

DAILY

1. Using a cleaner/disinfectant clean all fixtures including toilet bowls, urinals, hand basins, etc.

2. Using a cleaner/disinfectant clean all exterior flush rings, drain and overflow outlets.
3. Clean and polish all chrome fittings.
4. Using a cleaner/disinfectant clean toilet seats.
5. Clean and polish all glass and mirrors.
6. Empty all waste containers and sanitary napkin containers. Using a cleaner/disinfectant clean container as needed.
7. Remove spots, stains, and water splashes from wall area adjacent to basins. Replace liners.
8. Wipe toilet stall partitions. Wash as required.
9. Remove fingerprints from doors, frames, light switches, kick plates, woodwork, etc.
10. Refill soap, paper towel, toilet paper, and toilet seat cover dispensers.
11. Replenish urinal deodorant blocks, as required.
12. Wet mop floors with cleaner/disinfectant.

**ELEVATOR (CITY HALL & RECREATION DEPT.)**

DAILY

1. Remove fingerprints and smudges from doors and walls.
2. Clean and polish doors and frames and push button panels.
3. Vacuum cab floor.

WEEKLY

1. Clean and polish door tracks.
2. Light fixtures

**LOBBIES**

DAILY

1. Clean lobby glass entrance doors.
2. Spot clean entrance glass panels.
3. Clean glass on building directories.
4. Damp wipe walls as necessary.
5. Sweep and damp mop flooring.
6. Remove gum, etc.
7. Wash walk-off mats.
8. Empty and damp wipe (or wash) all trash receptacles and replace liners.
9. Spot clean and dry polish all bright metal work.

WEEKLY

1. Wash entrance area glass weekly - inside and outside.
2. Dust and wipe clean planters.

MONTHLY

1. Dust high ledges and moldings.
2. Vacuum air conditioning supply and return grills.
3. Dust ceiling lighting louvers.
4. Dust and dry polish cove lighting and stainless steel.

**EMPLOYEE LOUNGE AREAS/KITCHEN AREAS/TODDLER ROOMS**

DAILY

1. Tables, chairs, counters, refrigerator & microwave exteriors damp wiped.
2. Using a cleaner/disinfectant wash sink and counter tops.
3. Remove fingerprints from doors, woodwork, and walls.
4. Dust all horizontal surfaces to 6'8" height including sill, ledges, moldings and a/c vents.
5. Remove spots and water stains from wall area adjacent to sink areas.
6. Empty and wash all trash containers and replace liners.
7. Refill paper towel and hand soap dispensers.

**STAIRWELLS (CITY HALL FRONT/TERRAZZO, REAR/VINYL)**

DAILY

1. Vacuum or sweep stairwell. Wipe handrails. Wet mop where appropriate.

**FURNITURE - UPHOLSTERED CHAIRS, SIDE CHAIRS, ETC.**

WEEKLY

1. Inspect upholstery for spots. Attempt removal.

QUARTERLY

1. Clean and polish wood furniture

**GLASS CLEANING**

Includes all glass partitions, interior and exterior glass doors, display cases, directory boards, draft shields on windows, mirrors and adjacent trim. After glass cleaning there shall be no traces of film, dirt, smudges, water and other foreign matter.

DAILY

1. Clean all front and rear entrance way glass, interior and exterior. First floor only.
2. Spot clean interior glass in partitions and doors.

WEEKLY

1. Wash all corridor glass partitions outside.

MONTHLY

1. Wash all corridor glass partitions and inside glass partitions inside and outside.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE- Pg. 1 of 2**

As defined in Chapter 440.102 Florida Statutes and Chapter 38-F9 of City Code

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE- Pg. 2 of 2**

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**Place of Performance**

**City of Miami Springs**

- City Hall- 201 Westward Drive (Excluding Fire Department)
- Police Department- 201 Westward Drive (entrance on East side)
- Community Policing Office- 270 Westward Drive
- Public Works Department- 345 N. Royal Poinciana Blvd.
- Recreation Department- (4 locations)- 1401 Westward Drive (Recreation Center/Pool), 501 East Drive, 750 Dove Avenue, Concession stands
- Senior Center- 343 Payne Drive

Check  if there are workplaces on file that are not identified here.

Kelly Janitorial Systems, Inc  
Name of Proposer

Luis Alar  
Authorized Signature

11/10/2011  
Date

2130 SW 94 CT. MIAMI, FL 33165  
Official Address (including Zip Code)

\_\_\_\_\_  
\_\_\_\_\_



**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS**

During the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color religion, sex, or national origin. Such action shall include, but not limited to, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting for the provisions of the nondiscrimination clause. The contractor shall state that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

By: Kelly Janitorial Systems, Inc Luisa Alonso

Print: LUISA ALONSO

Title: President

Date: 11-10-2011

Business Address: 2130 SW 94th.  
MIAMI, FL 33165  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

1. The applicant certifies that it and its principals:
- (g) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (h) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (i) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (j) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Kelly Janitorial Systems, Inc

Luis Alonzo

Signature

11-10-2011

Date

Official Address (including Zip Code)

2130 SW 94th

MIAMI, FL 33165

## INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, rule, regulation, or other applicable governmental provisions,

FIRM ("Kelly Janitorial Systems, Inc") shall indemnify, defend and hold harmless  
FIRM

OWNER and PROJECT MANAGER, their representatives, officers, officials, and employees ("Indemnitees"), from and against all claims, damages, losses, liens, causes of action, suits, judgments, costs or expenses, including but not limited to reasonable attorney's fees ("Claims"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the FIRM and persons employed or utilized by the FIRM in the performance of the Contract.

**JANITORIAL SERVICES AWARD CONTRACT**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of July, 2013, by and between the CITY OF MIAMI SPRINGS, a Municipal Corporation organized and existing under the Laws of the State of Florida, (hereinafter referred to as "City"), and KELLY JANITORIAL SYSTEMS, INC., (hereinafter referred to as Contractor);

**W I T N E S S E T H:**

**WHEREAS**, the City of Miami Springs has determined it is necessary and in the best public interest to establish a contract for **JANITORIAL SERVICES**

**WHEREAS**, the City of Miami Springs has solicited **Janitorial Services RFP# 01-11/12**; and,

**WHEREAS**, Contractor has properly submitted its **RFP# 01-11/12** for **JANITORIAL SERVICES** as set forth in the attached Contract documents and in accordance with the terms and conditions thereof; and,

**WHEREAS**, the City administration and the City of Miami Springs City Council have determined that the **response** of Contractor to the City's **Janitorial Services RFP# 01-11/12** is the most acceptable response meeting specifications for the certain items contained in the City's published **Janitorial Services RFP# 01-11/12**; and,

**WHEREAS**, the City of Miami Springs City Council accepted the **response** of Contractor to provide **JANITORIAL SERVICES** at its City council meeting of **Monday, June 10, 2013** and

directed the preparation of this **Janitorial Services RFP# 01-11/12** Award Contract for execution by the City and Contractor;

**NOW, THEREFORE**, the parties to this Contract hereby agree as follows:

1. **RECITALS.** That the foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **CONTRACT DOCUMENTS.** That the following listed "Contract Documents" for this **Janitorial Services RFP# 01-11/12** award are attached hereto and by this specific reference made a part hereof, to-wit:

- a) The Legal Notice of the **Janitorial Services RFP# 01-11/12**
- b) General Conditions and Instructions
- c) Special Conditions
- d) Specifications of **Janitorial Services RFP# 01-11/12**
- e) Response of Contractor to **Janitorial Services RFP# 01-11/12**
- f) Amendments 1, 2, 3 and 4
- g) Other forms:
  - Certification Regarding Drug-Free Workplace
  - Equal Employment Opportunity Clause for Contracts
  - Certification Regarding Debarment, Suspension, and other responsibly matters
  - Indemnification and Hold Harmless

3. **BOUND BY DOCUMENTS.** That the parties mutually agree to be bound by the aforesaid "Contract Documents" in the administration and completion of this Contract.

4. **CONTRACTOR REPRESENTATIONS.** That Contractor represents and warrants to the City that the Contractor (i) possesses all qualifications, licenses and expertise required by the **Janitorial Services RFP# 01-11/12** for the performance of the requested services; (ii) is and shall

be, at all times during the term hereof, fully qualified and trained to perform the services and (iii) will perform the services in the manner described in the Contract Documents.

5. **CONTRACT SERVICES.** That this **Janitorial Service RFP# 01-11/12** Award Contract shall encompass the following work to be performed by the Contractor, to-wit:

**JANITORIAL SERVICES, in the contracted amount of \$7,200.00 monthly for seven months for a total amount of \$50,400.00**

**which include the following facilities/ cleanings per week:**

<b>City Hall - 201 Westward Drive-</b>	<b>5 cleanings weekly</b>
<b>Police Dept.- 201 Westward Drive</b>	<b>7 cleanings weekly</b>
<b>Community Policing Office- 270 Westward Drive</b>	<b>5 cleanings weekly</b>
<b>Public Works Dept.- 345 N. Royal Poinciana Blvd.</b>	<b>5 cleanings weekly</b>
<b>Recreation Dept. - 1401 Westward Drive</b>	<b>6 cleanings weekly</b>
<b>Recreation Dept.- Annex Bldg./Pool 501 East Drive</b>	<b>6 cleanings weekly</b>
<b>Recreation Dept. - 750 Dove Avenue</b>	<b>6 cleanings weekly</b>
<b>Recreation Dept.- Concession Stands</b>	<b>6 cleanings weekly</b>
<b>Senior Center- 343 Payne Drive</b>	<b>6 cleanings weekly</b>

6. **CONTRACTOR DUTIES.** That Contractor agrees to provide all services, materials, and equipment necessary for the timely completion of its duties and responsibilities as set forth in its proposal and all other referenced and attached "Contract Documents".

7. **OWNERSHIP OF INFORMATION AND DOCUMENTS.** That Contractor understands and agrees that any information, document, report or any other material which is given by the City to Contractor or which is otherwise obtained or prepared by Contractor, pursuant to or under the terms of this Contract, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose without

the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

8. **PAYMENT.** That the City agrees to make all payments to the Contractor for all work performed in accordance with the terms and conditions for payment contained in the referenced and attached "Contract Documents".

9. **BUDGETARY APPROPRIATION.** That notwithstanding anything contained herein to the contrary, the parties hereto mutually acknowledge that in the event that no funds or insufficient funds are budgeted and appropriated during any term of the contract for the payment of the obligations hereunder to the Contractor, the City's obligations under this Contract shall automatically terminate on the last day of the fiscal year in which funds were budgeted and appropriated for this Contract.

10. **AUDIT AND INSPECTION RIGHTS.**

A. That the City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Contractor under this Contract, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Contract. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after the final payment is made under this Contract.

B. That the City may, at all reasonable times during the term hereof, inspect Contractor's facilities and perform such tests as the City deems reasonably necessary to determine whether the

goods or services required to be provided by Contractor under this Contract conform to the terms hereof. Contractor shall make available to the City all applicable facilities, at a reasonable time, and will assist with the facilitation of any tests or inspections by City representatives.

11. **SOLICITATION OF CONTRACT:** That Contractor represents and warrants to the City that Contractor has not employed or retained any person or company employed by the City to solicit or secure this Contract and that Contractor has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Contract.

12. **PUBLIC RECORDS.** That Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertinent to this Contract, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of these sections shall result in the immediate cancellation of this Contract by the City.

13. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:**  
That Contractor understands that Contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, and record keeping. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.



14. **INDEMNIFICATION.** That Contractor shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction of loss of any property arising out of, resulting from or in connect with the performance or non-performance of the services contemplated by this Contract which is, in whole or in part, by any act, omission, default or negligence or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement.

15. **DEFAULT.** That if Contractor fails to comply with any term or condition of this Contract or fails to perform any of its obligations hereunder, then Contractor shall be default. Upon the occurrence of a default hereunder the City, in addition to all remedies available to it by law may, as provided herein, upon written notice to Contractor, terminate this Contract whereupon all payments, advances, or other compensation paid by the City to Contractor for the period during which Contractor was in default shall be immediately returned to the City. Contractor understands and agrees that termination of this Contract under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence performance of the services within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to the City for expenses incurred

as a result of the non-performance including all costs and expenses incurred by the City in the re-procurement of services, including consequential and incidental damages.

16. **RESOLUTION OF CONTRACT DISPUTES WITH CITY.** That Contractor understands and agrees that all disputes between Contractor and the City based upon an alleged violation of the terms of this Contract by the City shall be submitted to the City Manager for resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. Contractor shall not be entitled to seek judicial relief unless Contractor has first received the City Manager's written decision, within a reasonable period of time after submission, which fails to resolve the matters in dispute between the parties.

17. **CITY'S TERMINATION RIGHTS.**

A. That the City shall have the right to terminate this Agreement at any time following Contractor's receipt of written notification of default and Contract termination to be effective thirty (30) days thereafter. In such event, the City shall pay to Contractor compensation for services rendered and City approved expenses incurred prior to the effective date of termination.

B. That the City shall have the right to terminate this Contract upon the occurrence of an event of default hereunder in the event that Contractor fails to cure a default within 30 days of receiving notice of the default. In such event the City shall not be obligated to pay any amounts to Contractor for any period during which the Contractor was in default and Contractor shall reimburse to the City all amounts received for any period during which Contractor was in default under this Contract.

18. **INSURANCE.** That Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by the City. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage shall be furnished to the City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be cancelled during the performance of the services under this Contract without thirty (30) calendar days prior written notice to the City. Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that Contractor shall, at any time, upon request, file duplicate copies of the policies of such insurance with the City.

19. **NONDISCRIMINATION.** That Contractor represents and warrants to the City that Contractor does not and will no engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Contract on account of race, color, sex, religion, age, handicap, marital status or national origin. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Contract.

20. **ASSIGNMENT.** That this Contract shall not be assigned by Contractor, in whole or in part, without the prior written consent of the City Manager, which may be withheld or conditioned, in the City Manager's sole and exclusive discretion.

21. **LIQUIDATED DAMAGES.** The parties to the Contract agree that time, in the

completion of the Work, is of the essence. The Owner and the Contractor recognize and agree that the precise amount of actual damages for delay in the performance and Completion of the Work is impossible to determine as of the date of execution of the Contract and that proof of the precise amount will be difficult. Therefore, the Contractor shall be assessed Liquidated Damages on a daily basis for each Day the Contact Time is exceeded due to a Non-Excusable Delay. These Liquidated Damages shall be assessed at the rate of one percent (1%) of the total fee per occurrence for the third time of any reoccurring discrepancy that has been noted in writing and two percent (2%) per occurrence thereafter.

. In the event the Contractor fails to perform any other covenant or condition of this Contract relating to the Work, the Contractor shall become liable to the Owner for any actual damages which the Owner may sustain as a result of such failure on the part of the Contractor.

Nothing in this Article shall be construed as limiting the right of the Owner to terminate the Contract, to require the Surety to complete said Project, and to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.

22. **CONTRACT DURATION.** The effective date of this Janitorial Services Request for Proposal # 01-11/12, contract shall be July 1<sup>st</sup>, 2012 through January 31<sup>st</sup>, 2014. This contract may be renewed for an additional one (1) year period contingent upon satisfactory performance by the Contractor and availability of funds and after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this contract.

23. **NOTICES.** All Notices or other communications required under this Contract, shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt

requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CONTRACTOR:**

Luisa Alonso, President  
KELLY JANITORIAL SYSTEMS, INC.  
2130 SW 94 Court  
Miami, FL 33165

**TO THE CITY:**

Ronald K. Gorland, City Manager  
CITY OF MIAMI SPRINGS  
201 Westward Drive  
Miami Springs, FL 33166

24. **ATTORNEY FEES AND COSTS.** That should it become necessary for either party to this Contract to bring suit to enforce any provisions hereof or for damages on account of any breach of this Contract, the prevailing party in any such litigation, and any appeals therefrom, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorney's fee as fixed by the court.

25. **APPLICABLE LAW AND VENUE.** THIS AGREEMENT and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Florida. In the event of litigation in regard to the parties' agreement, the venue for such action shall be in Miami-Dade County, Florida.

26. **MISCELLANEOUS PROVISIONS.**

A. That this Contract shall be construed and enforced in accordance with the laws of the State of Florida.

B. That title and paragraph headings contained herein are for convenient reference and are not a part of this Contract.

C. That no waiver or breach of any provisions of this Contract shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. That should any provision, paragraph, sentence, word or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such law, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Contract shall remain unmodified and in full force and effect or limitation of its use.

E. That this Contract constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. That this Contract shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors or assigns.

G. That Contractor has been procured and is being engaged to provide services to the City as an Independent Contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pensions Ordinances of the City, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Contractor, and Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Contract.

H. That this instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of the date hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force or effect.

I. That this Contract may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed to be an original Contract.

CITY OF MIAMI SPRINGS,  
A Municipal Corporation

BY: \_\_\_\_\_  
RONALD K. GORLAND, City Manager

ATTEST:

\_\_\_\_\_  
Magalí Valls, CMC  
City Clerk

(SEAL)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared RONALD K. GORLAND and MAGALI VALLS, the City Manager and City Clerk respectively, of the City of Miami Springs,

[ ] personally known to me, or  
[ ] produced identification: \_\_\_\_\_

who being first duly sworn by me, state that they have executed the foregoing Contract for the purposes herein expressed.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

MY COMMISSION EXPIRES:

\_\_\_\_\_



KELLY JANITORIAL SYSTEMS, INC.

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

(SEAL)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
\_\_\_\_\_, President and Secretary respectively, of the  
the firm of KELLY JANITORIAL SYSTEMS, INC.

[ ] personally known to me, or  
[ ] produced identification: \_\_\_\_\_

who being first duly sworn by me, state that they have executed the foregoing Contract for the  
purposes herein expressed.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

MY COMMISSION EXPIRES:

\_\_\_\_\_





Agenda Item No.

City Council Meeting of:

06-10-2013

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 29, 2013

SUBJECT: 87th Annual FLC Conference – “Great Cities Make a Great State”  
VOTING DELEGATE AND RESOLUTION INFORMATION  
August 15-17, 2013 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 15-17. This year we are celebrating Great Cities Make a Great State which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2012, which are the same as the 2012 Census.

Registration materials will be sent to each municipality the week of June 1st. Materials will also be posted on-line. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. Proposed resolutions must be received by the League no later than July 10, 2013.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. Voting delegate forms must be received by the League no later than August 12, 2013.

Attachments: Form Designating Voting Delegate  
Procedures for Submitting Conference Resolution

President **Manny Maroño**, Mayor, Sweetwater

First Vice President **P.C. Wu**, Council President, Pensacola • Second Vice President **Lori C. Moseley**, Mayor, Miramar  
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**Procedures for Submitting Resolutions**  
**Florida League of Cities' 87th Annual Conference**  
**World Center Marriott**  
**Orlando, Florida**  
**August 15-17, 2013**

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 10, 2013, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.

**87th Annual Conference  
Florida League of Cities, Inc.  
August 15-17, 2013  
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. Voting delegate forms must be received by the League no later than August 12, 2013.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_

Title: \_\_\_\_\_

Municipality of: \_\_\_\_\_

**AUTHORIZED BY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Return this form to:  
Gail Dennard  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Or Fax to Gail Dennard at (850) 222-3806

## **Important Dates**

**May 24, 2013**

Notice to Local and Regional League Presidents and Municipal Associations  
regarding the Resolutions Committee

**June 22**

Appointment of Resolutions Committee Members

**July 10**

Deadline for Submitting Resolutions to the League office

**August 15**

League Legislative Policy Committee Meetings  
Resolutions Committee Meeting  
Voting Delegates Registration

**August 17**

Immediately Following Breakfast – Pick Up Voting Delegate Credentials  
Followed by Annual Business Session



## CITY OF MIAMI SPRINGS

Elderly Services Department

343 Payne Drive

Miami Springs, FL 33166-5000

Phone: (305) 805-5160

Fax: (305) 805-5162

Agenda Item No.

City Council Meeting of:

*06-10-2013*

**TO:** Honorable Mayor Garcia and Members of the City Council  
**VIA:** Ronald Gorland, City Manager  
**FROM:** Karen Rosson, Elderly Services Director  
**DATE:** May 30, 2013

### RECOMMENDATION:

Recommendation that Council waive the competitive bid process and approve an expenditure of \$151,224.00, to Greater Miami Caterers, Inc., for Catering Services for the City of Miami Springs Senior Center's Nutrition Programs for the Elderly, pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional 12 month period, from August 1, 2013 through July 31, 2014, at the requested unit costs provided below.

### DISCUSSION:

The City's subcontract for the provision of meals to the Congregate and Home Delivered Nutrition Programs for the Elderly is up for renewal. In accordance with federal regulations governing the City's Title III C-1 and III C-2 grant contracts, the City has the option to extend the Elderly Services Department's food service subcontract for two additional twelve month periods, with an allowable price increase, following the subcontract's first year. The current subcontract, originally awarded under City Bid #07-11/12 in the amount of \$149,064 for the period of 8/1/12—7/31/13, may now be extended for an additional twelve month period, if it is in the best interest of the City to do so.

The City's subcontract for food service stipulates that the extension of the contract shall be based on a price adjustment that shall not exceed the percentage increase shown by the "Consumer Price Index for Food, etc., published by the US Department of Labor, Bureau of Statistics, for the 9th month after commencement of the service as compared with the index on the effective date of contract." As per the U.S. Bureau of Labor Statistics' information submitted by the caterer (attachment #1) and confirmed by the City's Finance Director, the Consumer Price Index adjustment for Food was 1.5% for this time period. Due to true cost increases incurred by the subcontractor over this past year, and their anticipation of continued cost increases in food, energy and fuel, Greater Miami Caterers, Inc. has requested an allowable price adjustment.

### COST:

As per the attached E-mail correspondence (attachment #2), Greater Miami Caterers is seeking a price increase of 1.5% for congregate meals and home delivered meals as follows:

- a unit cost of \$2.98 for Congregate Meals (an increase of \$.04/meal from the current rate of \$2.94/meal);
- a unit cost of \$3.84 for Home Delivered Weekday Meals (an increase of \$.06 from the current rate of \$3.78 per meal); and
- a unit cost of \$3.52 for Home Delivered Weekend Meals (an increase of \$.05 from the current rate of \$3.47 per meal).

Based on the past year's exceptional service performance by this caterer, the clients' satisfaction with the food served over the past 12 months, and comparable meal costs paid by other Nutrition Programs for the Elderly throughout Miami-Dade County, it is in the best interest of the City to extend the existing subcontract through July 31, 2014 with the allowable price adjustment. (The overall quality of the food provided by the current caterer was judged to be either "excellent" or "very good" by 90% of the respondents as determined through Participant Satisfaction Surveys administered to the congregate meal recipients in October, 2012.)

All terms and conditions set forth in the original subcontract document and bid package would remain in effect. The City will be the sole judge of non-performance and any failure to comply with the conditions of the original bid award may result in the termination of Greater Miami Caterers, Inc. contract anytime after this extension is granted.

Although it is not feasible to provide an absolute cost as line item expenditures fluctuate based on the actual number of meals served, the following totals are based on recent averages and believed to be realistic:

30,000 Congregate Meals @	\$2.98/meal =	\$ 89,400
15,000 Home Delivered Weekday Meals @	\$3.84/meal =	\$ 57,600
* 1,200 Home Delivered Weekend Meals @	\$3.52/meal =	\$ 4,224
	TOTAL:	\$151,224

**FUNDING: Department/ Description:** Elderly Services

**Account Numbers:** 140-5101-519.52-04  
140-5102-519.52-04  
140-5102-519.52-21

**Grant Source and Contract Number:** Older Americans Act Title III grants (Contract #AA-1305 and #AA-1405) and the Nutrition Services Incentive Program (Contract #US-1345 and #US-1355).

\*the City of Miami Springs funds the cost of Home Delivered Weekend Meals

Upon Council approval, the attached Addendum #1 requires authorized signatures from the City of Miami Springs and Greater Miami Caterers Inc. to execute a one year extension of the Food Service Subcontract.

**PROFESSIONAL SERVICES APPROVAL:**







# NEWS RELEASE



Transmission of material in this release is embargoed until 8:30 a.m. (EDT) Tuesday, April 16, 2013

USDL-13-0668

Technical information: (202) 691-7000 • Reed.Steve@bls.gov • www.bls.gov/cpi  
Media Contact: (202) 691-5902 • PressOffice@bls.gov

## CONSUMER PRICE INDEX – MARCH 2013

The Consumer Price Index for All Urban Consumers (CPI-U) decreased 0.2 percent in March on a seasonally adjusted basis, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 1.5 percent before seasonal adjustment.

The all items seasonally adjusted decrease was primarily due to a 4.4 percent decline in the gasoline index. The indexes for electricity and fuel oil declined as well, as the energy index fell 2.6 percent in March after a 5.4 percent increase in February. The food index was unchanged in March, with the index for food at home declining slightly.

The index for all items less food and energy increased 0.1 percent in March, after a 0.2 percent increase in February. The indexes for shelter, used cars and trucks, medical care, personal care, and airline fares all rose in March. These increases more than offset declines in the indexes for apparel, household furnishings and operations, and tobacco.

The all items index increased 1.5 percent over the last 12 months; this compares to 2.0 percent last month and is the smallest increase since the 12 months ending July 2012. The index for all items less food and energy increased 1.9 percent over the last 12 months. The food index rose 1.5 percent while the energy index declined 1.6 percent.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Mar. 2012 - Mar. 2013  
Percent change

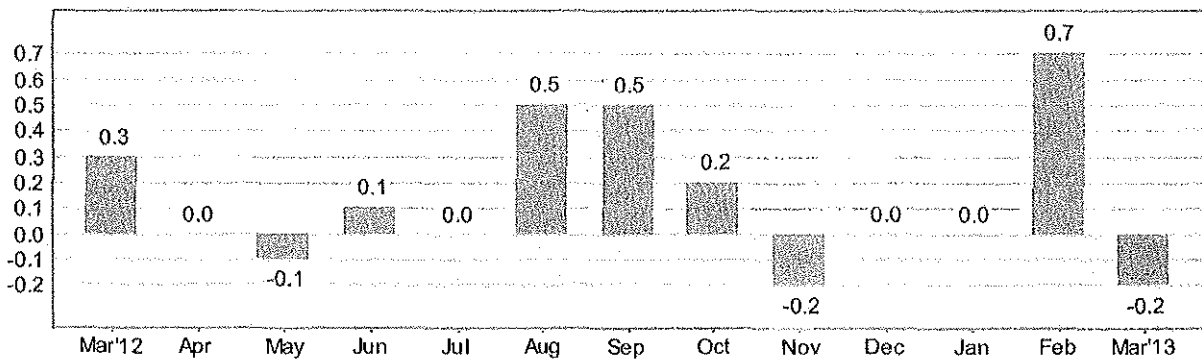


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Mar. 2012 - Mar. 2013  
Percent change

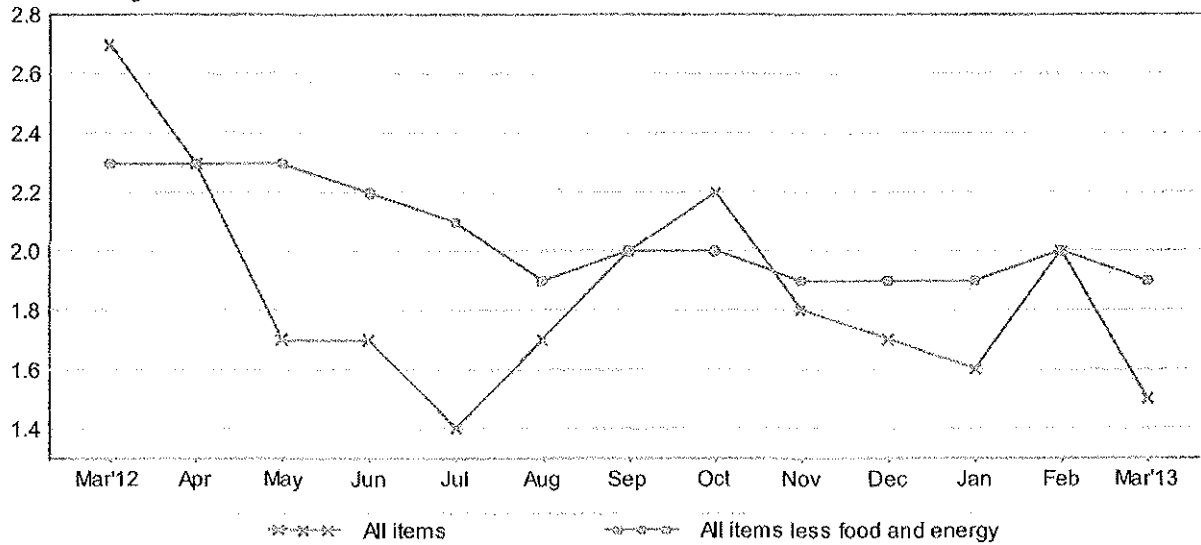


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un- adjusted 12-mos. ended Mar. 2013
	Sep. 2012	Oct. 2012	Nov. 2012	Dec. 2012	Jan. 2013	Feb. 2013	Mar. 2013	
All items .....	.5	.2	-.2	.0	.0	.7	-.2	1.5
Food .....	.1	.2	.2	.2	.0	.1	.0	1.5
Food at home .....	-.1	.3	.3	.2	.0	.1	-.1	1.0
Food away from home <sup>1</sup> .....	.2	.1	.1	.1	.1	.1	.2	2.3
Energy .....	3.9	.1	-3.4	-.8	-1.7	5.4	-2.6	-1.6
Energy commodities .....	6.1	.1	-5.7	-1.5	-3.0	8.6	-4.1	-3.1
Gasoline (all types) .....	6.3	-.1	-6.0	-1.9	-3.0	9.1	-4.4	-3.1
Fuel oil <sup>1</sup> .....	4.1	1.1	-.2	.0	-.2	3.1	-2.1	-2.4
Energy services .....	.4	.2	.6	.3	.4	.5	-.2	1.1
Electricity .....	.1	.3	.4	.2	1.1	.3	-.6	.9
Utility (piped) gas service .....	1.2	-.2	1.5	.7	-1.7	1.2	1.0	1.8
All items less food and energy .....	.2	.2	.1	.1	.3	.2	.1	1.9
Commodities less food and energy commodities .....	-.1	.0	-.1	-.1	.2	.0	-.1	.0
New vehicles .....	.0	.1	.3	.2	.1	-.3	.1	1.1
Used cars and trucks .....	-1.4	-.7	-.4	-.3	.2	.8	1.2	.1
Apparel .....	.5	.6	-.5	.1	.8	-.1	-1.0	.6
Medical care commodities .....	-.1	.1	-.3	-.3	.1	-.4	.1	.6
Services less energy services .....	.2	.2	.2	.2	.3	.2	.2	2.5
Shelter .....	.2	.2	.2	.1	.2	.2	.2	2.2
Transportation services .....	.5	.6	.2	.4	.5	.1	.2	3.1
Medical care services .....	.3	.1	.3	.3	.2	.3	.3	3.9

<sup>1</sup> Not seasonally adjusted.

**Karen Rosson**

---

**From:** John Olmo [jolmo@mhcater.com]  
**Sent:** Tuesday, May 28, 2013 4:49 PM  
**To:** 'Karen Rosson'  
**Subject:** RE: Contract extension  
**Attachments:** CPI for March 2013 - reported April 16, 2013.pdf

Hello Karen,

Upon review of the renewal guidelines in the contract, the renewal notice to you is to be based on a 90 day notification period prior to expiration which would be on May 1<sup>st</sup> for expiration July 31<sup>st</sup>. The CPI report available at that time would be the March 2013 report released on April 16<sup>th</sup>, 2013 (please see attachment). The report reflects a CPI increase for the twelve month prior period for "Food" of only 1.5%. The following is the application of that CPI to the existing rates:

- Congregate -  $\$2.94 \times 1.015 = \$2.984$  rounded to **\$2.98** or a \$0.04 increase (effective rate of increase is 1.36%)
- Home Delivered Weekday Meals -  $\$3.78 \times 1.015 = \$3.837$  rounded to **\$3.84** or a \$0.06 increase (effective rate of increase is 1.59%)
- Home Delivered Weekend Meals -  $\$3.47 \times 1.015 = \$3.522$  rounded to **\$3.52** or a \$0.05 increase (effective rate of increase is 1.44%)

The highlighted numbers would therefore be your renewed rates. We are prepared to renew at these very moderate adjustments and look forward to your approval of these rates. Please let me know if we can provide any further assistance in this matter and thank you for your continued consideration of GMC.

John Olmo  
Vice-President  
Master Host Dinner Service  
Office: (305) 633-8066  
Fax: (305) 635-5202  
Presented by Greater Miami Caterers  
Office: (305) 633-4616

ADDENDUM #1

TO INVITATION TO BID # 07-11/12 AWARD CONTRACT

**FOOD SERVICE SUBCONTRACT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of June, 2013 by and between the CITY OF MIAMI SPRINGS, hereinafter referred to as the "City", and GREATER MIAMI CATERERS, INC., hereinafter referred to as the "Contract Caterer":

WITNESSETH:

The above named parties mutually agree that the contract between said parties for City Bid #07-11/12, originally approved by City Council for award on June 25, 2012, is extended from 8/1/13 through 7/31/14 under the following conditions:

- A. The original contract entered into on August 1, 2012 is, in fact, the contractual agreement between the City and the Contract Caterer and that all terms, conditions, duties, obligations and responsibilities are to be in effect for the duration of the contract extension.
- B. The Contract Caterer agrees to supply the City with hot home delivered lunch meals and congregate lunch meals as stipulated in the City's bid specifications and original contract document for the following unit prices:

Congregate Weekday Meals      at a unit cost of \$2.98 per meal  
Home Delivered Weekday Meals at a unit cost of \$3.84 per meal  
Home Delivered Weekend Meals at a unit cost of \$3.52 per meal

IN WITNESS WHEREOF, the parties hereto have caused this Addendum #1 to be executed by their officials there unto duly authorized.

Contract Caterer:: GREATER MIAMI CATERERS, INC.

City: CITY OF MIAMI SPRINGS

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

By: \_\_\_\_\_  
Ronald K. Gorland

Title: \_\_\_\_\_

Title: City Manager

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

AMMENDMENT #1

TO INVITATION TO BID #07-11/12 AWARD CONTRACT

**FOOD SERVICE SUBCONTRACT**

The purpose of this Amendment is to secure an AGREEMENT between the CITY OF MIAMI SPRINGS, hereinafter referred to as the "Provider", and GREATER MIAMI CATERERS, INC., hereinafter referred to as the "Contract Caterer," effective 8/1/13 through 7/31/14.

In accordance with the regulations set forth in the Provider's OAA contract with the Alliance for Aging, Inc., the Contracted Caterer agrees that their Licensed Registered Dietitian, Lisa Schachter, M.S., R.D., L.D. will:

- Develop menus that provide a minimum of 33 1/3% of the Dietary Reference Intake/Adequate Intake (DRI/AI) for moderately active 70+ females, as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, for the one meal that is provided per day. (Menus will be developed with input from the Provider and approved by the Provider's contracted Licensed Registered Dietitian.)
- Conduct the required computer-assisted nutritional analysis for each menu developed to insure compliance with the Daily Recommended Dietary Allowance per meal using the reference intakes for Age 70+ females.
- Provide original menus and Nutritional Analyses printout to the Provider at least eight (8) weeks prior to the implementation date for review and approval.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their officials there unto duly authorized.

Contract Caterer: GREATER MIAMI CATERERS, INC.

Provider: CITY OF MIAMI SPRINGS

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

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

Ronald K. Gorland

Title: \_\_\_\_\_

Title: City Manager

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

RESOLUTION NO. 2013-3583

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MIAMI SPRINGS VACATING THAT  
CERTAIN ALLEY LOCATED BETWEEN 640  
CURTISS PARKWAY AND 157 DEER RUN;  
PROVIDING FOR THE EQUAL DIVISION OF THE  
ALLEY AREA; DIRECTIONS TO THE CITY  
CLERK; EFFECTIVE DATE

WHEREAS, the City and its citizens were previously dedicated that certain sixteen (16) foot alley located between 640 Curtiss Parkway and 157 Deer Run; and,

WHEREAS, the owners of the property located at the aforesaid addresses have petitioned the City to vacate that certain alley located between their properties; and,

WHEREAS, the requested alley vacation has been reviewed by the City's Administrative Staff and it has been determined that no utilities are negatively impacted by the vacation of the subject alley and that the loss of the dedication of this alley will have no adverse impact upon the City, its operations, or its citizens; and,

WHEREAS, the property owners have represented to the City that it is their intention to utilize the vacated portions of the alley to become part of their existing home site properties; and,

WHEREAS, the proposed utilization of the subject alley square footage following vacation is consistent with the City's regulations; and,

WHEREAS, the property owners' request for vacation has been reviewed by the City Planner and other Administrative Staff personnel, and has been presented to and discussed by the City Council; and,

WHEREAS, the City Council of the City of Miami Springs has determined that it is in the best interests of the City and its citizens to vacate the subject sixteen (16) foot alley, that no utilities will be negatively impacted by the vacation, that the loss of the subject alley will have no adverse impact upon the City, its operations, or its citizens, and the future use of the vacated property will be both proper and appropriate:

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

Resolution No. 2013-3583

Section 1: That the City Council of the City of Miami Springs hereby vacates that certain sixteen (16) foot alley located between 640 Curtiss Parkway and 157 Deer Run, which is more particularly described in the boundary surveys of the subject properties which are attached hereto as Exhibit No. 1 and Exhibit No. 2.

Section 2: That it is the intention of the City Council of the City of Miami Springs that the subject alley be equally divided so that each of the abutting properties shall receive eight (8) feet of the subject alley.

Section 3: That the City Council of the City of Miami Springs hereby directs the City Clerk to provide the property owners with certified copies of this Resolution for recording in the Public Records of Miami-Dade County.

Section 4: That the provisions of this Resolution shall become effective immediately upon adoption.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this 10<sup>th</sup> day of June, 2013.

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

Vice Mayor Windrem	“ _____ ”
Councilman Bain	“ _____ ”
Councilman Lob	“ _____ ”
Councilman Petralanda	“ _____ ”
Mayor Garcia	“ _____ ”

\_\_\_\_\_  
Zavier M. Garcia  
Mayor

ATTEST:

\_\_\_\_\_  
Magalí Valls, CMC  
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Jan K. Seiden, Esquire  
City Attorney

Resolution No. 2013-3583



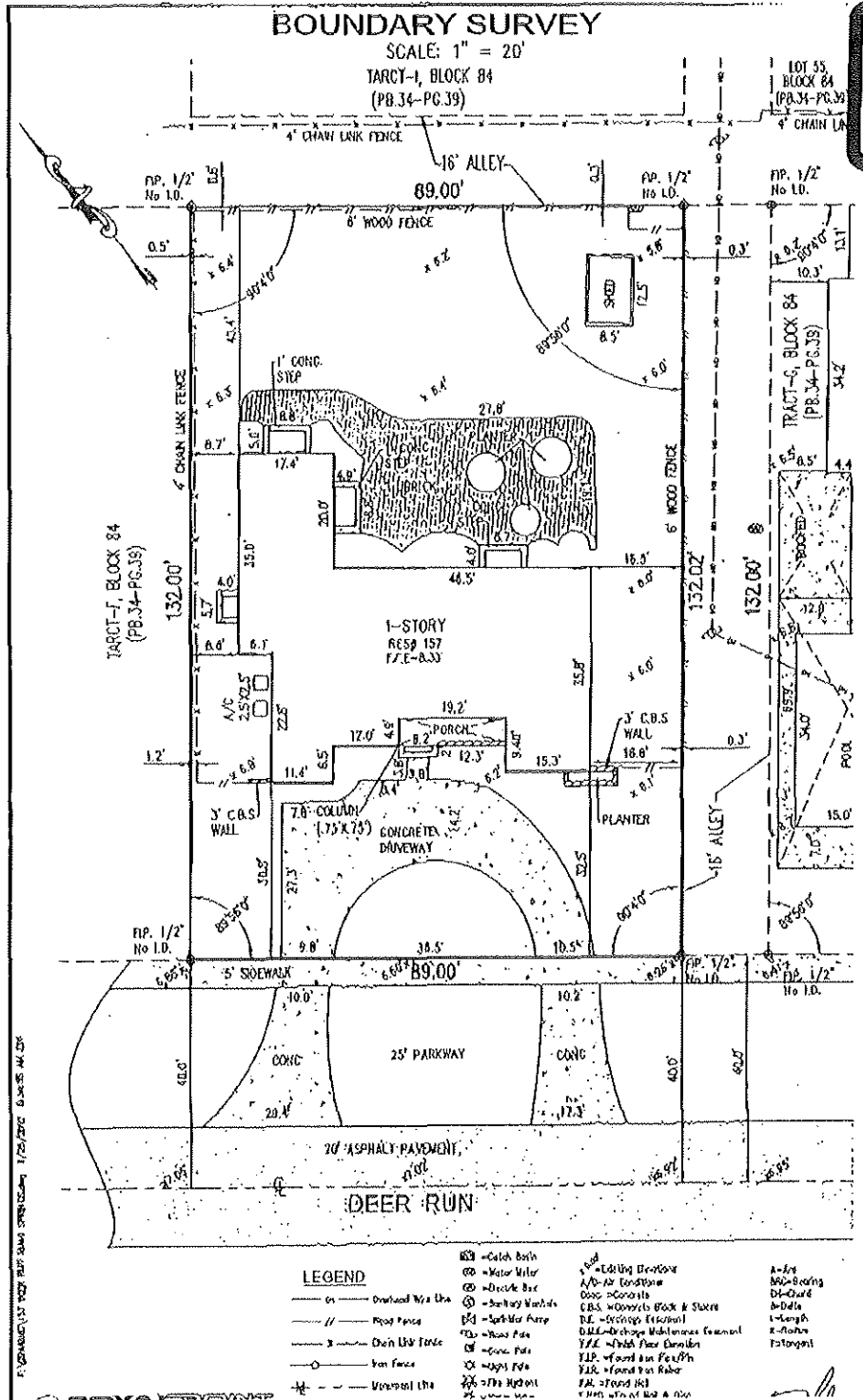


**Property Address:**

157 DEER RUN, MIAMI SPRINGS, FLORIDA 33166

**LEGAL DESCRIPTION:**

Lot 3, Block 84, of "COUNTRY CLUB ESTATES", according to the plat thereof as recorded in Plat Book 28 at Page 11 of the Public Records of Miami-Dade County, Florida.



**LEGEND**

- |  |   |  |  |
|--|---|--|--|
| <ul style="list-style-type: none"> <li>— on — Overlaid W/Lt. Lts</li> <li>— // — Wood Fence</li> <li>— x — Chain Link Fence</li> <li>— o — Iron Fence</li> <li>— + — Unsurveyed Lts</li> </ul> | <ul style="list-style-type: none"> <li>⊠ Catch Basin</li> <li>⊙ Meter Valve</li> <li>⊞ Deck Box</li> <li>⊞ Barkley Marker</li> <li>⊞ Barkley Arrow</li> <li>⊞ Iron Pipe</li> <li>⊞ Conc. Pipe</li> <li>⊞ Metal Pipe</li> <li>⊞ Fire Hydrant</li> <li>⊞ Unknown</li> </ul> | <ul style="list-style-type: none"> <li>— Editing Dimension</li> <li>A/B-C Dimension</li> <li>CONC = Concrete</li> <li>C.B.S. = Concrete Block &amp; Stone</li> <li>D.E. = Occupied Easement</li> <li>D.M.E. = Drainage Maintenance Easement</li> <li>Y.F.L. = Irish Flag Dimension</li> <li>Y.P. = Found Iron Pipe</li> <li>F.H. = Found Iron Hub</li> <li>⊞ = Unknown</li> <li>⊞ = Unknown</li> </ul> | <ul style="list-style-type: none"> <li>A-B/C = Area</li> <li>D-E = Bearing</li> <li>D = Diameter</li> <li>L = Length</li> <li>X = Radius</li> <li>F = Footprint</li> </ul> |
|--|---|--|--|



**CITY OF MIAMI SPRINGS**  
 Finance Dept.  
 201 Westward Drive  
 Miami Springs, FL 33166-5259  
 Phone: (305) 805-5035  
 Fax: (305) 805-5018

**Agenda Item No.**

**City Council Meeting of:**

06-10-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald Gorland, City Manager

**FROM:** Tammy Romero, Professional Services Supervisor

**DATE:** June 6, 2013

**RECOMMENDATION:**

Recommendation that Council award an RFP to Toshiba America Business Solutions, Inc., utilizing the State of Florida Contract #600-000-11-1 in the amount of \$12,876.24, for copier leases citywide, pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:**

Our 60 month term, citywide, copier leases are due to expire in July 2013. All of the larger copier companies are awarding leased equipment contracts by means of the State of Florida Contract# 600-000-11-1 (See attachment "A").

Toshiba provided the city with quotes for leasing new copy machines with options of either 36 or 48 month leases (See attachments "B").

Our current, citywide, annual lease agreement is for \$15,669.00. We are recommending the 48 month lease for an annual total of \$12,876.24. **This is an overall annual savings of \$2,792.76.**

**COST:** \$ 12,876.24

**FUNDING:**

**Department/ Description/ Account Number:**

Recreation/Rentals & Leases/ 001-5701-572-44-00:	\$1,011.48
Finance/Rentals & Leases/ 001-0501-513-44-00:	\$1,829.88
Police Admin/Rentals & Leases/001-2001-521-44-02:	\$1,187.52
Police Dispatch/Rentals & Leases/001-2001-521-44-02:	\$1,168.68
Police-CPO/Rentals & Leases/650-2011-521-4402:	\$1,759.68
Public Works/Rentals & Leases/001-5401-541-44-00:	\$ 614.52
Building & Code/Rentals & Leases/001-2401-524-44-00:	\$1,841.16
Senior Center/Rentals & Leases/ 140-5101-519-44-00:	\$ 769.32
City Clerk/Rentals & Leases/001-0301-513-44-00:	<u>\$2,694.00</u>
Budgeted	<b>\$12,876.24</b>

**PROFESSIONAL SERVICES APPROVAL:**



Division of State Purchasing  
 4050 Esplanade Way, Suite 360  
 Tallahassee, Florida 32399-0950  
 Tel: 850.488.8440  
 Fax: 850.414-6122  
 www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

## CERTIFICATION OF CONTRACT

TITLE: Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services

→ CONTRACT NO.: 600-000-11-1

RFP NO.: 20-600-000-Q

EFFECTIVE: August 4, 2010 through August 3, 2014

SUPERSEDES: 600-340-06-1

### CONTRACTORS:

Canon U.S.A., Inc. (A)  
 Konica Minolta Business Solutions USA, Inc. (A)  
 Kyocera Mita America (A)  
 Lexmark International, Inc. (A)  
 Océ Imagistics Inc. d/b/a Océ North America Document Printing Systems (A)  
 Panasonic System Networks Company (A)  
 PC Mall Gov, Inc. (A)  
 Qualpath, Inc. (A)  
 Sharp Electronics Corporation (Q)  
 → Toshiba America Business Solutions, Inc. (A)  
 United Solutions Company (A)  
 Xerox Corporation (A)

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**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER ISSUES WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Michelle MacVicar AT (850) 414-6131, E-MAIL: [Michelle.MacVicar@dms.myflorida.com](mailto:Michelle.MacVicar@dms.myflorida.com)**

- A. AUTHORITY - Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.
- B. EFFECT - This contract was entered into to provide economies in the purchase of Multifunction Copiers, Multifunction Printers, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services by all State of Florida agencies and institutions.

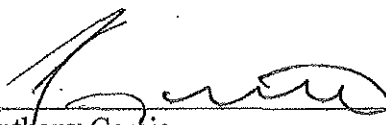
CONTRACT CERTIFICATION

Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies,  
and Services

Page 2 of 2

with the suppliers specified.

- C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

  
\_\_\_\_\_  
Anthony Garcia  
Purchasing Director

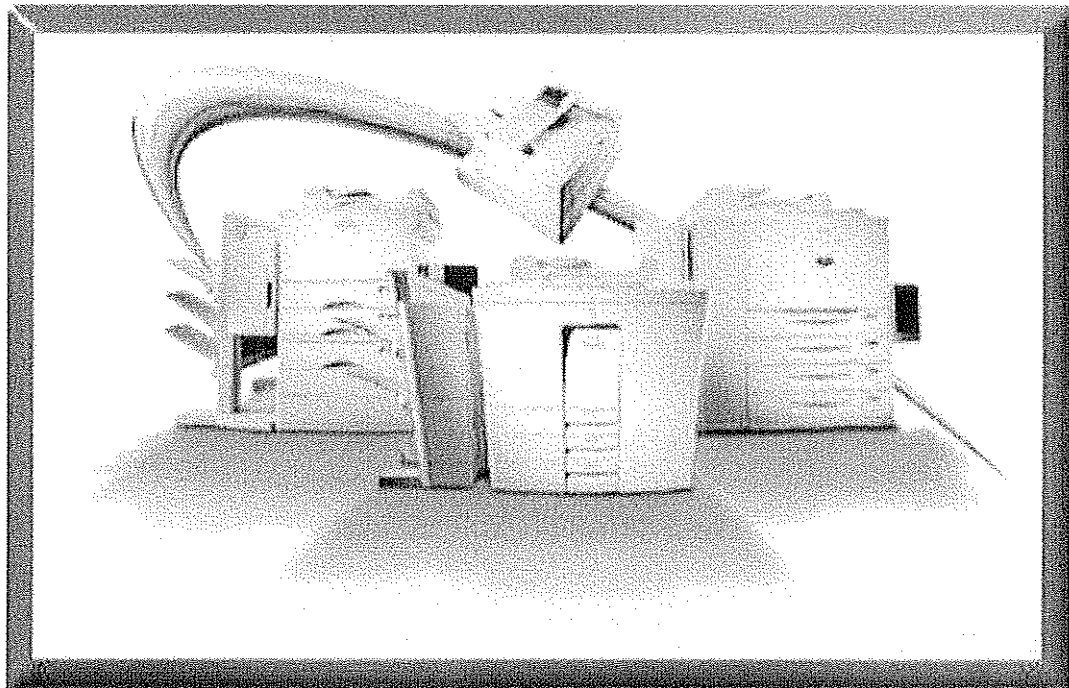
8/23/10  
\_\_\_\_\_  
(date)

**PROPOSAL PREPARED FOR:**

*City of Miami Springs*

Submitted by  
**Annie Cruz**  
305-710-7989  
April 15, 2013

**TOSHIBA BUSINESS SOLUTIONS FLORIDA**  
6401 Nob Hill Rd., Tamarac, FL 33321



**Don't copy. Lead**

**STATE OF FLORIDA CONTRACT**

**600-000-11-1**

**Recreation Department**

**TOSHIBA e STUDIO 456**

- *45 pages per minute B&W Copier*
- *RADF*
- *Automatic Duplexing Unit (standard)*
- *Inner Finisher (MJ1032)*
- *Print/Scan Enabler (standard)*
- *Color Scanning*
- *Fax*
- *Stand*

36 Month Lease      **\$ 110.44/month**

48 Month Lease      **\$ 84.29/month**

**Full Service Maintenance**

- Includes all consumable supplies excluding staples& paper
- All black and white copies per month @ .00520/copy
- Toshiba will deliver, setup, install, and train on new equipment at no additional charge

# Toshiba

## Finance Department

### TOSHIBA e STUDIO 4540C

- *45 ppm B&W & Color Copier*
- *RADF*
- *Automatic Duplexing Unit (standard)*
- *Console Finisher*
- *Bridge Kit*
- *Print/Scan Enabler (standard)*
- *Fax*
- *Hole Punch*
- *Stand*

36 Month Lease        **\$199.81 /month**

48 Month Lease        **\$152.49/month**

### *Full Service Maintenance*

- *Includes all consumable supplies excluding staples & paper*
- *All black and white copies per month @ .00619/copy*
- *All Color copies @ .045/copy*
- *Toshiba will deliver, setup, install, and train on new equipment at no additional charge*

**Annie Cruz**  
305-710-7989



Police Administration 2nd Floor

**TOSHIBA e STUDIO 456**

- 45 ppm B&W Copier
- RADF
- Automatic Duplexing Unit (standard)
- Console Finisher
- Bridge Kit
- Print/Scan Enabler (standard)
- Fax
- Stand

36 Month Lease        **\$ 117.44/month**  
48 Month Lease        **\$ 89.64/month**

Wireless & antenna GN 1060/GN3010

36 Month Lease    \$12.20/month  
48 Month Lease    \$ 9.32/month

Full Service Maintenance

- Includes all consumable supplies excluding staples& paper
- All black and white copies per month @ .00520/copy
- Toshiba will deliver, setup, install, and train on new equipment at no additional charge



*Police Dispatch 1<sup>st</sup> Floor*

**TOSHIBA e STUDIO 456**

- *45 ppm B&W Copier*
- *RADF*
- *Automatic Duplexing Unit (standard)*
- *Console Finisher*
- *Bridge Kit*
- *Print/Scan Enabler (standard)*
- *550 Sheet Paper Feed Pedestal*
- *550 Sheet Drawer*
- *Fax*

36 Month Lease            **\$ 127.60/month**

48 Month Lease            **\$ 97.39/month**

*Full Service Maintenance*

- Includes all consumable supplies excluding staples& paper
- All black and white copies per month @ .00520/copy
- Toshiba will deliver, setup, install, and train on new equipment at no additional charge

Community Policing Office

**TOSHIBA e STUDIO 4540c**

- *45 ppm Color/ 45 ppm B&W Copier*
- *Reverse Automatic Document Feeder (MR3018)*
- *Automatic Duplexing Unit (standard)*
- *Console Finisher*
- *Bridge Kit*
- *Print/Scan Enabler (standard)*
- *Stand*
- *Fax*

36 Month Lease \$ **192.14 /month**

48 Month Lease \$ **146.64/month**

*Full Service Maintenance*

- *Includes all consumable supplies excluding staples & paper*
- *All black and white copies per month @ .00619/copy*
- *Color is at a cost per copy rate of .045*
- *Toshiba will deliver, setup, install, and train on new equipment at no additional charge*

## **Toshiba**

### **Public Works**

#### **TOSHIBA e STUDIO 256**

- *25 ppm B&W Copier*
- *Automatic Duplexing Unit (standard)*
- *Reverse Automatic Document Feeder*
- *2 Paper Trays(standard)*
- *Stand*
- *Print/Scan Enabler (standard)*

36 Month Lease      **\$ 67.09 /month**

48 Month Lease      **\$ 51.21/month**

#### **Full Service Maintenance**

- *Includes all consumable supplies excluding staples & paper*
- *All black and white copies per month @ .00721/copy*
- *Toshiba will deliver, setup, install, and train on new equipment at no additional charge*

**Annie Cruz**  
305-710-7989



## Building & Zoning

### **TOSHIBA e STUDIO 4540c**

- *45 ppm Color/ 45 ppm B&W Copier*
- *Reverse Automatic Document Feeder (MR3018)*
- *Automatic Duplexing Unit (standard)*
- *Console Finisher*
- *Bridge Kit*
- *550 Sheet Paper Feed Pedestal*
- *550 Sheet Drawer*
- *Print/Scan Enabler (standard)*
- *Fax*

36 Month Lease \$ **201.04 /month**

48 Month Lease \$ **153.43/month**

### Full Service Maintenance

- *Includes all consumable supplies excluding staples & paper*
- *All black and white copies per month @ .00619/copy*
- *Color is at a cost per copy rate of .045*
- *Toshiba will deliver, setup, install, and train on new equipment at no additional charge*

**Annie Cruz**  
305-710-7989



## The Senior Center

### **TOSHIBA e STUDIO 256**

- *25 ppm B&W Copier*
- *Automatic Duplexing Unit (standard)*
- *Reverse Automatic Document Feeder*
- *2 Paper Trays(standard)*
- *Stand*
- *Print/Scan Enabler (standard)*
- *Fax*

36 Month Lease      **\$ 80.50 /month**

48 Month Lease      **\$ 61.44/month**

### *Full Service Maintenance*

- *Includes all consumable supplies excluding staples& paper*
- *All black and white copies per month @ .00721/copy*
- *Toshiba will deliver, setup, install, and train on new equipment at no additional charge*



City Clerk

**TOSHIBA e STUDIO 856**

- *85 ppm B&W Copier*
- *Automatic Duplexing Unit (standard)*
- *Console Finisher*  
*No Bridge Kit needed*
- *Large Capacity Feeder*
- *Hole Punch*
- *Print/Scan Enabler (standard)*
- *Fax*

36 Month Lease            **\$294.18/month**

48 Month Lease            **\$224.50/month**

*Full Service Maintenance*

- *Includes all consumable supplies excluding staples & paper*
- *All black and white copies per month @ .00385/copy*
- *Toshiba will deliver, setup, install, and train on new equipment at no additional charge*