CITY OF MIAMI SPRINGS, FLORIDA

Mayor Walter Fajet, Ed.D.

Vice Mayor Jorge Santin | **Councilman Joseph Dion**
Councilman Orlando Lamas | **Councilman Fabian Perez-Crespo**

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

CITY COUNCIL REGULAR MEETING AGENDA
Monday, September 22, 2025 – 7:00 PM
Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually; See the end of the Agenda for additional information)

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

2. **Invocation :**

   A) Offered by Vice Mayor Jorge Santin

3. **Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag.

4. **Agenda/Order of Business**

5. **Awards & Presentations**

   A) **Proclamation** — National Childhood Cancer Awareness Month - Ms. Silvia Vanni accepting the proclamation on behalf of Mystic Force Foundation

   B) **Proclamation** – Celebrating the 10th Anniversary of Miami Springs Business "Twice as Sweet" - Mrs. Elizabeth Santin will be receiving the recognition on behalf of the business

   C) Presentation — FPL presenting an update on the underground power line Project

   D) Update by the City Manager on upcoming repair closures to the incoming and outgoing bridges

6. **Open Forum:** Persons wishing to speak on items of general City business, may do so in person (subject to capacity restrictions) or virtually by following the instructions at the back of this agenda. This portion of the meeting also includes any pre-screened video submittals. The purpose of Open Forum is to encourage residents and members of the

public to address their concerns and make comments on any item. **The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.**

7. Approval of Council Minutes

A) September 8, 2025 – Regular Meeting

8. Reports from Boards & Commissions

9. Public Hearings

A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting The Final Millage Rate For The Fiscal Year Commencing October 1, 2025, And Ending September 30, 2026, In The Amount Of 6.8100 Mills, Which Is 7.21 % Higher Than The Roll-Back Rate Of 6.3521 Mills; Announcing The Percentage Increase In Property Taxes; And Providing For An Effective Date.

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Final Budget For The Fiscal Year Commencing October 1, 2025, And Ending September 30, 2026; Providing For Expenditure Of Budgeted Funds; Providing For Budgetary Controls; Providing For Grants And Gifts; Providing For Budget Amendments; Providing For Encumbrances; And Providing For An Effective Date.

10. Consent Agenda

A) **Resolution** - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Authorizing Participation In A Lawsuit Seeking, Among Other Things, To Declare That Senate Bill 180's Imposition Of A Blanket Statewide Prohibition On The Exercise Of Home Rule Authority Over Land Use And Zoning Regulations, Is Unconstitutional And Should Be Enjoined, And Retaining Weiss Serota Helfman Cole + Bierman, Pl To Prosecute The Lawsuit; And Providing For An Effective Date.

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Negotiate And Execute An Agreement With Lansight Technology, LLC For Information Technology Services In An Amount Not To Exceed $90,0000 Annually; Providing For A Waiver Of Competitive Bidding; And Providing For An Effective Date.

C) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Maintenance, Repair, And Operations (Mro) Supplies, Equipment, And Related Products And Services For Ongoing City Building Projects From Lowe's Home Center, Inc. In An Amount Not To Exceed $30,000 Utilizing The Terms And Conditions Of The Omnia Partners Contract No. R240805 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date.

D) **Resolution** - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To The Agreement With First Vehicle Services, Inc.; Providing For Authorization; And Providing For An Effective Date.

11. Old Business

12. New Business

A) Report by the Police Department on the 2024-2025 Annual Red Light Camera and Speed Zone Survey Summary (Public Hearing Required)

13. Other Business

A) Request by Vice Mayor Santin to discuss naming the dog park after Dr. Tom Campbell, Miami Springs resident and founder of Animal General Hospital

14. Reports & Recommendations

A) City Attorney

B) City Manager

C) City Clerk

D) City Council

15. Adjourn

CITY OF MIAMI SPRINGS
PUBLIC MEETING NOTICE
The City of Miami Springs will hold a Council meeting on:

Monday, September 22, 2025 at 7:00 PM
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)
The meeting agenda is available online at: https://www.miamisprings-fl.gov/meetings

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

WATCH AND/OR PARTICIPATE IN THE MEETING

- **ZOOM: Meeting ID 863-9512-4146**
- **YouTube:** https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured
- **From your computer/mobile device:** https://www.miamisprings-fl.gov/meetings

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152
(Alternatively, you may also dial the phone numbers below to join the meeting: 1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782, 1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #. There is no participant ID. Press # again.**

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

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

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

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions

above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

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

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

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES
IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

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

fl.gov/cityclerk/lobbyist-registration-form-0.

Have questions or need additional information?
Write: cityclerk@miamisprings-fl.gov
Call: 305-805-5006
Mail: 201 Westward Drive, Miami Springs, FL 33166

City of Miami Springs, Florida

City Council Meeting
Regular Meeting Minutes
Monday, September 8, 2025 at 7:00 p.m.
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
In-Person/Virtual Council Meeting

1. Call to Order/Roll Call: The meeting was called to order by the Mayor at 7:03 p.m.

Present were the following:
Mayor Walter Fajet, Ed.D.
Vice Mayor Jorge Santin
Councilman Joseph Dion
Councilman Fabian Perez-Crespo
Councilman Orlando Lamas

City Manager JC Jimenez
City Clerk Erika Gonzalez, MMC
City Attorney Haydee Sera
Assistant City Manager Tammy Romero
Police Chief Matthew Castillo
Public Works Director Juan Pena
Recreation Director Omar Luna

2. Invocation: Offered by Councilman Perez-Crespo

3. Pledge of Allegiance: The audience led in the pledge.

4. Agenda / Order of Business:

Councilman Dion moved to set the agenda for the meeting. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

5. Awards & Presentations: None at this time.

6. Open Forum: The following members of the public addressed the City Council: Artie Vizcaino, 1238 Meadowlark Avenue; Holly Bain, 1256 Ibis Avenue; Luis Romero, 224 Duval Drive; and Carlos Lumpui, 181 Hammond Drive.

7. Approval of Council Minutes:

A) August 11, 2025 – Regular Council Meeting
B) August 12, 2025 – Budget Workshop
C) August 18, 2025 – Council Workshop
D) August 25, 2025 – Local Planning Agency
E) August 25, 2025 – Special Council Meeting

Councilman Dion moved to approve the minutes listed A through E. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

8. Reports from Boards & Commissions: None.

9. Public Hearings:

A) Resolution - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Adopting The Proposed Millage Rate For Fiscal Year 2025-2026 In The Amount Of 6.8100 Mills, Which Is 7.21% Higher Than The Roll-Back Rate Of 6.3521 Mills, To Balance The General Fund For Fiscal Year 2025-2026; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the Resolution by title. Mayor Fajet opened the public hearing and there were no speakers at this time.

Councilman Lamas moved to approve the Resolution as read. Vice Mayor Santin seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

B) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Tentative Budget For The Fiscal Year Commencing October 1, 2025, And Ending September 30, 2026; Confirming Date Of Second Public Hearing; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the Resolution by title. Mayor Fajet opened the public hearing and there were no speakers at this time.

Councilman Dion moved to approve the Resolution as read. Councilman Perez-Crespo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

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

A) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Toro Golf Course Maintenance Equipment And Irrigation Parts From Tesco South Incorporated D/B/A Hector Turf In An Amount Not To Exceed $9,000 For Fiscal Year 2024-25; Providing For Authorization; And Providing For An Effective Date.

B) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying A Revised 2023 Statewide Mutual Aid Agreement With The Florida Division Of Emergency Management (FDEM) And Participating Local Governments; Providing For Implementation; And Providing For An Effective Date.

C) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Sport Surfaces, LLC For The Pickleball And Tennis Court Resurfacing Project In An Amount Not To Exceed $54,900 Utilizing The Terms And Conditions Of The City Of North Miami Agreement Awarded Pursuant To Invitation For Bid No. 07-24-25; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date.

D) Resolution — A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Brown & Brown Of Florida, Inc. For The City's General, Property, Auto, Workers' Compensation, Cyber, And Other Liability Insurance Coverage In An Amount Not To Exceed $998,489 For Fiscal Year 2025-26; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

E) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving Employee Health Benefits Agreements With The Unitedhealthcare Insurance Company For Employee Health, Dental And Vision Insurance Services In An Amount Not To Exceed $2,030,078 For Fiscal Year 2025-26; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

F) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Issuance Of A Change Order To The Purchase Order With Turf Tech Pros Inc Relating To The Miami Springs Golf And Country Club Short Game Practice Facility Artificial Turf Improvements Project In An Amount Not To Exceed $9,500; And Providing For An Effective Date.

G) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Golf Products From Taylor Made Golf Company, Inc. For The City's Golf Club Pro Shop For Fiscal Year 2024-25 In An Amount Not To Exceed $13,000; Providing For Authorization; And Providing For An Effective Date.

H) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Towing Services Agreement With Nu-Way Towing Service, Inc. For Citywide Towing Services; Providing For Authorization; Providing For Waiver Of Competitive Bidding; And Providing For An Effective Date.

I) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Productiv Elements, LLC For Campaign Fundraising Consulting Services Relating To The Miami Springs Centennial Celebration In An Amount Not To Exceed $26,500; Providing For Authorization; Providing For Waiver Of Competitive Bidding; And Providing For An Effective Date.

J) Resolution - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Hayes E-Government Resources, Inc. For Citywide Office Telephone Services Utilizing The Terms And Conditions Of The Florida Department Of Management Services (FDMS) Contract No. DMS-17/18-004B; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date.

Councilman Lamas moved to approve the Consent Agenda Items A-J. Vice Mayor Santin seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

11. Old Business: None at this time.

12. New Business: None at this time.

13. Other Business:

14. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager Jimenez provided an update on the Oakwood drainage project, noting that the work on Oakwood and East Drive has been completed and the remaining portion is nearing completion. He explained that delays occurred due to the County's replacement of asbestos water lines, but the contractor is working to finalize the project. Public Works will deploy pumps, if necessary, to address any standing water and assist residents in returning to normal conditions. He stated that the project is expected to be completed by the end of the month, with the installation of a pump capable of running on generator power until FP&L makes the permanent connection. Final asphalt work will follow to conclude the project. In response to concerns about additional rainfall, he committed to making sandbags available for residents in flood-prone areas.

C) City Clerk

City Clerk Gonzalez had no report at this time.

D) City Council

Vice Mayor Santin acknowledged recent community concerns regarding Florida Power & Light (FP&L) and stated that he would be attending the upcoming meeting on the matter, assuring residents that their concerns have not gone unheard. He also recognized his wife's business, *Twice as Sweet*, for reaching its 10-year anniversary in Miami Springs. He invited the community to join the celebration on Saturday from 10:00 a.m. to 4:00 p.m.

Councilman Dion thanked Parks and Recreation Director Omar Luna for securing a grant for the City. He also addressed the Oakwood flood situation, stating that he has been in communication with some of the residents and offered his assistance in any way needed, including being available on the ground. Additionally, he noted that the Miami Springs football team will be playing its first home game at Mylander Stadium on Friday at 3:00 p.m., and he encouraged the community to come out and support the team.

Councilman Lamas encouraged greater community participation in the upcoming *Activate Northwest 36th Street* project. He emphasized the project's importance, noting that it has the potential to be a significant game-changer for the City. He urged residents to remain engaged and provide their input.

Councilman Perez-Crespo raised concerns about invasive curly-tailed lizards and suggested the Ecology Board consider addressing the issue in the future. He congratulated Mayor Fajet on his presentation at the League of Cities and commended his promotion of Miami Springs. He announced several community events, including Cub Scout Pack 425 and Troop 334's joint scouting night, the upcoming Centennial Committee meeting on Wednesday at 6:00 p.m., and the availability of commemorative centennial pins and shirts for purchase at City Hall. He also invited residents to the Miami Springs Women's Club's spaghetti fundraiser on Friday from 5:00 to 7:00 p.m. and highlighted the Club's interactive domestic violence awareness program with a self-defense class on Saturday, September 20th. Lastly, he encouraged residents to read the latest edition of the *River Cities Gazette*, which includes his article on the Springs Dance Center closing after 32 years.

Mayor Fajet thanked residents for attending despite the inclement weather and expressed his understanding of the challenges faced by those living on Oakwood, Forrest, Miller, and Reagan. He noted that he was personally affected by the flooding and assured residents that the City is doing everything possible to mitigate the impacts of the storm. He also highlighted the upcoming *Activate Southeast Springs* workshop on September 24th in the Council Chambers, where residents will have the opportunity to review proposals, provide input, and help shape decisions for improvements in that part of the City. He encouraged community participation and reminded residents that a survey is also available for additional feedback.

15. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:45 p.m.

Respectfully submitted:

_____
Erika Gonzalez, MMC
City Clerk

Adopted by the City Council on
This 8th day of September, 2025.

_____
Dr. Walter Fajet, Mayor

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

RESOLUTION NO. 2025 –

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, IN THE AMOUNT OF 6.8100 MILLS, WHICH IS 7.21 % HIGHER THAN THE ROLL-BACK RATE OF 6.3521 MILLS; ANNOUNCING THE PERCENTAGE INCREASE IN PROPERTY TAXES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser ("Property Appraiser") has certified the taxable value within the City of Miami Springs (the "City") for the year 2025, which includes all real property within the City; and

WHEREAS, on July 24, 2025, the City Council adopted Resolution No. 2025-4302 determining the proposed millage rate for the fiscal year commencing October 1, 2025, and further scheduled public hearings on the millage rate as required by Section 200.065, Florida Statutes, the first hearing was held on Monday, September 8, 2025, at 7:00 P.M. and the second to be held on Monday, September 22, 2025, at 7:00 P.M., both at City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, Florida 33166; and

WHEREAS, at the initial public hearing on September 8, 2025, the City Council adopted Resolution No. 2025-4314 setting a tentative millage rate of 6.8100 mills; and

WHEREAS, the City Council finds that it is necessary to levy an ad valorem millage rate in the City; and

WHEREAS, the City Council and the City Manager have reviewed the City's proposed Fiscal Year 2025-2026 Budget, considered an estimate of the necessary expenditures contemplated for in the Budget, and have determined that the final millage rate levy set forth below provides the necessary funds for such expenditures; and

WHEREAS, the City Council, has considered the general public's comments regarding the final millage rate, has complied with the notice requirements of Florida law, and wishes to adopt the City's final millage rate to balance the final budget for Fiscal Year 2025-2026.

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

Section 1. **Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

Section 2. **Adopting Final Millage Rate and Announcing Rolled-Back Rate.** That the City of Miami Spring's final millage rate to be levied for the fiscal year commencing October 1, 2025, and ending September 30, 2026, is hereby fixed at 6.8100 mills per $1,000.00 of assessed property value, which is 7.21% greater than the rolled-back rate of 6.3521 mills per $1,000.00 of assessed property value.

Section 3. **Effective Date.** That this Resolution shall become effective immediately upon adoption.

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

Vice Mayor Jorge Santin	_____
Councilman Joseph Dion	_____
Councilman Orlando Lamas	_____
Councilman Fabian Perez-Crespo	_____
Mayor Dr. Walter Fajet	_____

PASSED AND ADOPTED this 8th day of September, 2025.

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

RESOLUTION NO. 2025 –

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR BUDGETARY CONTROLS; PROVIDING FOR GRANTS AND GIFTS; PROVIDING FOR BUDGET AMENDMENTS; PROVIDING FOR ENCUMBRANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser ("Property Appraiser") has certified the taxable value within the City of Miami Springs (the "City") for fiscal year 2025-2026, which includes all real property within the City; and

WHEREAS, on July 24, 2025, the City Council adopted Resolution No. 2025-4302 determining the proposed millage rate for the fiscal year commencing October 1, 2025 and further scheduled public hearings on the millage rate as required by Section 200.065, Florida Statutes, the first hearing to be held on Monday, September 8, 2025, at 7:00 P.M. and the second to be held on Monday, September 22, 2025, at 7:00 P.M., both at City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, Florida 33166; and

WHEREAS, the City Manager has submitted to the City Council a budget for Fiscal Year 2025-2026 showing estimates of revenues and expenditures, together with the character and object of expenditures and an estimate of all municipal projects pending or to be undertaken; and

WHEREAS, the City Council and the City Manager have reviewed the City's proposed Fiscal Year 2025-2026 Budget, considered an estimate of the necessary expenditures contemplated for in the Budget, and determined the final millage rate levy to provide the necessary funds for such expenditures; and

WHEREAS, the City Council has considered the general public's comments regarding the proposed and final budgets, has complied with the notice requirements of Florida law, and wishes to adopt the City's final budget for Fiscal Year 2025-2026.

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

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

Section 2. **Adopting Budget.** The City's Budget for the fiscal year commencing October 1, 2025, and ending September 30, 2026, is hereby approved and adopted as set in Exhibit "A," attached hereto and incorporated herein ("Budget").

Section 3. **Authorizing Expenditure of Budgeted Funds.** Funds appropriated in the Budget may be expended by and with the approval of the City Manager in accordance with the provisions of the City Charter and applicable laws. City funds shall be expended in accordance with the appropriations provided in the Budget adopted herein and shall constitute an appropriation of the amounts specified therein. Supplemental appropriations or the reduction of appropriations, if any, shall be made in accordance with the City Charter, City Code, and applicable laws.

Section 4. **Budget Control.** The Budget establishes a limitation on expenditures by fund total. Fund limitations require that the total sum allocated to each fund for Operating and Capital expenses not be increased or decreased without specific authorization by a duly-enacted Resolution affecting such amendment or transfer. Therefore, the City Manager may authorize transfers from one individual line item account to another and from one department to another so long as the line item and department accounts are within the same fund.

Section 5. **Grants and Gifts.** If and when the City receives monies from any source, be it private or public, by grant, gift, or otherwise, to which there is attached, as a condition of acceptance, any limitation regarding the use of expenditures of the monies received, the funds so received need not be shown in the Operating Budget nor shall said budget be subject to amendment of expenditures as a result of the receipt of said monies, but said monies shall only be disbursed and applied toward the purposes for which the said funds were received. To ensure the integrity of the Operating Budget, and the integrity of the monies received by the City under grants or gifts, all monies received as contemplated above must, upon receipt, be segregated and accounted for based upon generally accepted accounting principles and, where appropriate, placed into separate and individual trust and/or escrow accounts from which any money drawn may only be disbursed and applied within the limitations placed upon same.

Section 6. **Amendments.** If the City Manager determines than an Operating or Capital Fund total will exceed its original appropriation, the City Manager is hereby authorized and directed to prepare such resolutions as may be necessary and proper to amend the Budget.

Section 7. **Encumbrances.** All outstanding encumbrances on September 30, 2025 shall lapse at that time and all lapsed capital encumbrances shall be re-appropriated in the 2025-2026 Fiscal Year.

Section 8. **Effective Date.** That this Resolution shall become effective immediately upon adoption.

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

Vice Mayor Jorge Santin	_____
Councilman Joseph Dion	_____
Councilman Orlando Lamas	_____
Councilman Fabian Perez-Crespo	_____
Mayor Dr. Walter Fajet	_____

PASSED AND ADOPTED this 22nd day of September, 2025.

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

EXHIBIT A

FINAL BUDGET

FISCAL YEAR 2025-2026

Funds	Revenues & Reserves	Expense Appropriations & Reserves
General Fund	$24,418,788	$24,418,788
Special Revenue Funds	$3,828,645	$3,828,645
Enterprise Funds	$3,791,818	$3,791,818
Debt Service Fund	$1,549,196	$1,549,196
TOTALS	$33,588,447	$33,588,447

City of Miami Springs

Tentative Operating and Capital Budget

Fiscal Year 2025/26

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INTRODUCTORY SECTION

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Miami Springs
Florida

For the Fiscal Year Beginning

October 01, 2024

Christopher P. Morrill

Executive Director

LETTER OF TRANSMITTAL

City of Miami Springs

Office of the City Manager

September 30, 2025

To the Honorable Mayor, City Council, and Citizens of Miami Springs, Florida:

As authorized and directed by Florida Statute Section 200.165 Florida Statues and Article IX, Section 9.01(2)(a)(e) of City Charter, the City Administration respectfully presents the adopted budget for the fiscal year ending September 30, 2026. The budget was prepared through the collaborative efforts of the City Administration and the City Council. The City Council, through extensive preparation and a workshop, was able to provide a budget that maintains our current levels of service. These achievements are a tribute to the spirit of cooperation and professionalism that exists between the City Administration and City Council.

We successfully addressed the economic realities facing the City of Miami Springs during the Fiscal Year 2025-26 budget process. We have concentrated our efforts on maintaining the exceptional quality of life the citizens have all grown to expect and appreciate. We will strive to accomplish this goal in a manner that will not jeopardize our ability to respond to local and regional economic changes or compromise the financial future of the City. It is within this framework that this budget was developed.

The July 1st property value assessment was 1,887,248,316 or approximately $141.1 million or 8.1% higher than the prior year's assessment of $1,746,158,731. This represents approximately $830,000 in net additional Ad Valorem revenues for next year at the adopted millage rate of 6.8100.

The following are some key factors in the adopted budget for FY 2025-26:

- The adopted budget lowers the millage to 6.8100 mills and creates a balanced budget.

- For FY 25-26 we have total capital expenditures of $970,172, which includes the following: Parks and Recreation has $95,000 for a pool heater, $18,000 to replace the pool grates, $115,000 for painting the Aquatic Center, $20,000 for the turf playground at Peavy Dove, $65,000 for tennis court resurfacing and screens, $30,000 for a court divider netting, Police has $140,000 for vehicles, $8,500 for a K9, and $39,960 for tasers, Public Works has $130,000 to replace five air conditioner units for the Recreation Center, Golf has $35,000 for sod, $35,000 for hedges, $80,000 for the cart path, and a CIP Reserve of $101,747 for unanticipated projects the City may encounter.

- The minimum wage in Florida will increase from $13.00 to $14.00 per hour on Oct 1, 2025. This resulted in an increase in salary costs for all part time employees in Golf, Parks and Recreation, and Senior Services.

- The FY 25-26 budget includes a 3% COLA for all General Employees. The total General Fund cost is approximately $157,000.

- The FY 25-26 budget includes a 4% COLA for all sworn officers. The total General Fund cost is approximately $142,000.

- Budget includes $81,000 for the City's lobbyists, and $36,000 for grant writer services.

- This year we are continuing the tuition reimbursement program for all general employees at $17,500.

- The Public Works budget includes $50,000 for Citywide tree planting and $100,000 for tree trimming.

There are various major challenges facing the City in the upcoming fiscal year:

- Developing our commercial Business District
- Replacement and repairs of aging infrastructure
- Expiring collective bargaining agreements with Police
- Recruitment and retention of new police officers
- Review and update fees for sanitation services
- Controlling cost increases

A significant amount of our effort during the budget process has been devoted to addressing the challenges outlined above.

Long Range Economic Planning

The City of Miami Springs is located in Southeast Florida, Miami-Dade County, immediately north and bordering the Miami International Airport. The City, primarily residential in nature, comprises approximately 3.5 square miles with approximately 14,000 full-time residents. The southern-most area of the City, located along the 36th Street business corridor, is commercial in nature with hotels, restaurants, and office and industrial complexes. These facilities primarily service the airport and support industries related to the airport and its employees.

The City Council and Administration recognize the importance of increasing its commercial/industrial tax base, which is approximately only 20% of total taxable values, for the City's future economic health and to reduce the tax burden on the residents. To this end, the City has embarked on a re-visioning and rezoning process for 36th Street and the Abraham Tract with the hope of spurring the re-development of those ares.

Millage Rate and Funding

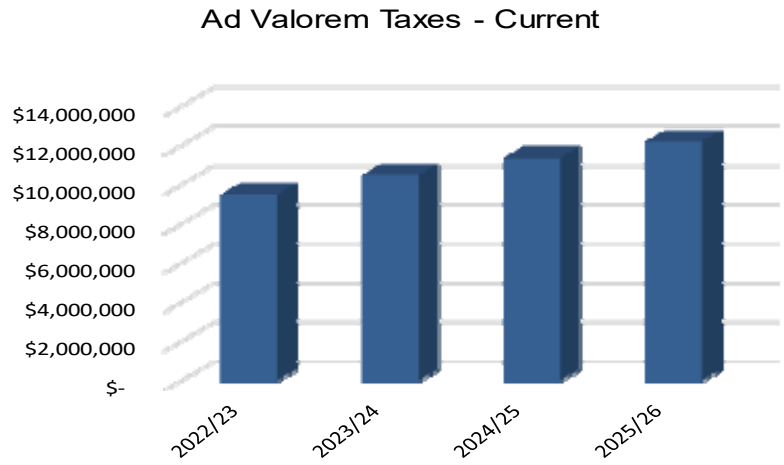
The Miami-Dade County Property Appraiser has certified to the City that the current year gross taxable value of all real and personal property in the City is $1,887,248,316 (subject to appeals), 8.1% higher than last year's Gross Taxable Value of $1,746,158,731. It is against this figure that taxing authorities levy their millage, which results in the total tax bill for each property owner. The City's portion of the total property tax bill accounts for approximately 31% of the resident's total tax bill. The Fiscal Year 2024-25 Millage Rate was 6.8600. The City Council voted to lower the millage rate at 6.8100 to fund the fiscal year 2025-26 budget. This rate will generate approximately $12,209,553 in Ad Valorem taxes for the General Fund or approximately 50% of total General Fund revenues. In accordance with the provisions of Florida Law, the City is limited to budgeting only 95% of the total Ad Valorem tax levy. This taxation limitation considers discounts for early tax payments as well as potential reductions from appeals by property owners.

The following example illustrates the estimated Ad Valorem Tax paid by a property owner under the adopted rate for FY 2025-26 of 6.8100 mills.

Assessed Property Values	**$150,000**	**$200,000**	**$275,000**	**$325,000**
LESS: Homestead Exemption	**-50,000**	**-50,000**	**-50,000**	**-50,000**
Taxable Value	**$100,000**	**$150,000**	**$225,000**	**$275,000**
CITY TAX BILL FOR FY 2025-26	**$711.65**	**$1,062.36**	**$1,588.43**	**$1,939.1516**
CITY TAX BILL FOR FY 2024-25	**$716.87**	**$1,070.16**	**$1,600.10**	**$1,953.39**
TOTAL INCREASE (DECREASE*)	**$ (5.22)**	**$ (7.80)**	**$ (11.67)**	**$ (14.24)**

* Since assessed values increased due to the 3% increase in assessed values under Florida's Save Our Home Statute, lowering the millage to 6.8100 for FY 2025-26 this will result in a small decrease in tax bills.

The following chart provides a historical comparison of the amount of property taxes collected by the City since FY 2023.



Proposed Budgets for Various Major Funds

The FY 2025-26 budget for all funds totals ***$33,588,447*** representing **a decrease of 0.4%** from the FY 2024-25 amended budget of ***$33,713,487***.

Funds	**Revenues/Sources**	**Expenditures/Uses**
General Fund	$24,418,788	$24,418,788
Special Revenue Funds	3,828,645	3,828,645
Enterprise Funds	3,791,818	3,791,818
Debt Service Fund	1,549,196	1,549,196
Total All Funds	**$33,588,447**	**$33,588,447**

Below are the various funds comprising the City's budget, delineating the anticipated revenue and expenditure levels:

- ***General Fund***

The General Fund budget increased by $527,853 from the final amended budget of $23,890,935 in FY 2024-25 to $24,418,788 for FY 2025-26. This increase was mainly due to including a COLA of 3% for General employees and 4% for all sworn officers for FY 2025-26.

- ***Road and Transportation Fund***

In FY 2025-26, the Transportation fund budget is $970,187. This fund is used to account for the CITT funds received from the half-cent Peoples Transportation Tax monies distributed by Miami-Dade County. This fund provides funding for the City shuttle bus, road and sidewalk repairs, and streetlight repairs.

- ***Golf Course Division***

The FY 2025-26 budget for Golf Course operations will not require a General Fund contribution this year. Golf revenues are budgeted at $3,171,600 and expenditures of $2,955,895 for a surplus of $215,705. The golf operation budget is accounted for as a separate division within the General Fund's recreation budget. Functionally, however, it is a separate department.

- ***Senior Services Fund***

The FY 2025-26 budget for the Senior Services operation allocates a General Fund contribution of $340,257.

- ***Sanitation Fund***

In FY 2025-26 the operation is projected to operate at balanced budget with increased revenues. The billing change instituted in FY 2011, whereby we included the waste bill in the resident's property tax bill, has improved collections significantly thus providing cash flows on a timely basis, while reducing the bad debt allowance and write-offs from prior years.

- ***Revenue Highlights***

The largest source of revenue is "Ad Valorem" taxes, which accounts for 50% of total General Fund budgeted revenues, and is budgeted at $12,203,553. This is higher than the prior year since this year assessed values for properties increased from the prior year.

Referring to the chart on page 3, one can easily see that the local economy has continued to show improvements. Total tax revenues were $9,505,410 in FY 2022-23 and are estimated to be $12,209,553 in FY 2025-26.

The second largest source of revenue is "Charges for Services", representing 16% oftotal budgeted revenues, is budgeted at $3,895,150, compared to $3,567,400 last year. The difference is due to increased golf course fees and passport services in FY 25-26.

- ***Expenditure Highlights***

Public safety is an important component of local government services. In order to provide first-rate police services, 37% of the General Fund budgeted expenditures is for public safety (excluding code compliance). The FY 2025-26 Police budget reflects a 3.2% increase from the FY 2024-25 budget; this is due to increased personnel costs and decreased operating costs. Total budgeted salaries (including fringe benefits for all City employees) for FY 2025-26 are approximately $17,057,409 or 50.8% of total budgeted expenditures for all funds. Included in the amount is the 3% COLA for all General Employees, a 4% COLA for all sworn officers, and an increase in minimum wage to $14 per hour.

- ***Fund Balance***

The City will not be using any unassigned General Fund balance to balance the budget.

Accomplishments

During the past fiscal year, the City Council and City Administration have worked diligently and successfully to provide for the types of services and facilities citizens expect in Miami Springs. The City has maintained its services during the past fiscal year. Public safety, infrastructure, recreation and social services are all areas that have continued to be positively cultivated for the betterment of the City.

- Opened the Passport Acceptance Facility
- Negotiated a new lease agreement with the property owner of 274 Westward Drive where the passport office and detective bureau will be located.
- Completed the remodeling of the new Passport Acceptance Facility and Detective Bureau at 274 Westward Drive
- Continued to modernize the Police Department fleet with the purchase 7 new vehicles utilizing ARPA Funds
- Received an appropriation from the State of Florida in the amount of $750,000 for funding of senior meals at the Senior Center
- Continued to modernize the Public Works fleet with he purchase of 2 new crane trucks and 1 additional solid waste truck utilizing ARPA Funds
- Completed construction of the Oakwood and East Drive Stormwater Project which was funded with $4,000,000 in grant funds
- Completed construction of Hook Square Pump House Replacement Project which was a State funded grant with Florida Department of Environmental Protection (FDEP) in the amount of $750,000
- Completed construction of the Veteran's Memorial Rehabilitation Project which was partially funded by a $150,000 State Grant
- Completed design and permitting and started the procurement for the South Drive Roadway Improvements Project which is being funded by a $2,000,000 appropriation from the State of Florida
- In an effort to enhance pedestrian safety at our schools, we installed Speed Detection Cameras in our School Zones throughout the City
- Successfully negotiated the city's first development agreement with the developer of 30 Canal Street which brings the city over $800,000 in funding for parking improvements and a $25,000 donation for the Glenn Curtiss Memorial
- Installed a new artificial turf area at the driving range to allow for proper maintenance of the grass areas
- Completed construction of the new short game practice facility at the golf course

- Completed improvements to the ballroom at the country club that included installation of new window and doors, mold remediation and replacement of the wall damaged by water intrusion.

- Negotiated and executed a new agreement with Curtiss Mansion, Inc. (CMI) for the management and maintenance of the city owned Curtiss Mansion.

- Worked closely with CMI for the installation of new perimeter fencing and a new decorative monument sign at the entrance to the facility

- Applied for $500,000 Community Project Funding request through Congressman Diaz Balart's office for new Police Vehicles. This request has been approved at the Committee Level and is still on target for final approval on the House Floor

- Successfully negotiated at two year collective bargaining agreement with FOP and the Lieutenants

- Continued offering our residents food distribution events in conjunction with Farm Share and Rep. Bryan Avila

- Worked with Miami Dade County to install curb cuts at the circle which allows the county's stage to enter the circle for various events throughout the year.

- Established a positive working relationship with our new County Commissioner Natalie Orbis

Conclusion

The process of budget preparation for the upcoming fiscal year has been extremely challenging, yet rewarding. This budget should ensure the continued economic and social success of this City. Through an overall review of all departmental operations, the City has been able to control costs without reducing critical services to our residents. We are extremely proud of the fact that this budget proposal maintains our current level of services for our residents, while decreasing our millage rate to 6.8100. Our continued goal is to provide our residents with the best level of service they deserve and expect for their tax dollars.

We wish to acknowledge our appreciation to all department heads for their cooperation during this process. We would be remiss if we did not make special note of the efforts of our Finance Department staff for all of their work in preparing this budget. More importantly, we wish to thank the City Council for its continued support and diligence during this budget process.

Respectfully Submitted,

Juan Carlos Jimenez, ICMA-CM
City Manager

Christopher Chiocca, CPA
Finance Director

INTRODUCTION TO BUDGET PROCESS

CITY OF MIAMI SPRINGS
INTRODUCTION TO THE BUDGET PROCESS
FISCAL YEAR 2025-26

Budget Process:

1) During June, departmental access to the proposed budget module is enabled to initiate the capture of data for the ensuing fiscal period. The budget module provides the following tools that facilitate the preparation and completion of the budget process:

    a. Defined object codes required by the State Uniform Accounting System.
    b. An alphabetical listing of object codes for expenditure accounts.
    c. A current personnel roster for each department.
    d. Computer generated budget worksheets showing actual expenditures for the prior and current years; the current working budget; and a personnel cost projection.
    e. Various computer-generated worksheets showing departmental allocations of certain general costs (e.g.: insurance, telephone, internet, employee benefits, etc.)

2) Each individual department prepares a proposed budget comprised of the following:

    a. Mission/Goals
    b. Objectives
    c. Functions and major activities
    d. Budget highlights
    e. Budget projections by line item
    f. Staffing levels
    g. Supporting schedules
    h. Organizational chart
    i. Performance measures

3) This information is reviewed by the Finance department for accuracy and proper form. A budget package is then prepared for meetings with the City Manager.

4) During the month of July, the City Manager, Department Directors, and the Finance Director, review the proposed budget and make necessary revisions.

5) During the month of August, the City Manager submits to the City Council a budget estimate of the expenditures and revenues of all City departments and divisions for the fiscal year commencing October 1st.

6) Two public hearings are conducted in the City Council chambers, to inform the taxpayers and receive their comments. The adopted budget is integrated into the accounting software system effective October 1st. It establishes the legal authority to incur expenditures up to the appropriated amount for each line item.

7) The City Code requires a majority affirmative vote of the City Council to adopt the budget, which prior to October 1st, is legally enacted through passage of an ordinance.

CITY OF MIAMI SPRINGS
INTRODUCTION TO THE BUDGET PROCESS
FISCAL YEAR 2025-26

Budget Process (continued):

8) The adopted budget may be amended as follows:

   a. The City Council approves budget amendments/adjustments that transfer monies from fund to fund, within departments, or interdepartmentally.

   b. The City Council may approve supplemental appropriations of revenues and expenditures. If this is done, adoption of an amended budget ordinance is required.

Other Budget Information:

1) Section 9.04 of the City Charter stipulates that the legal level of control is at the departmental level.

2) The following funds have annual appropriated budgets:
   Governmental Funds:

   a. General Fund
   b. Debt Service Fund
   c. Special Revenue Funds which consist of the following:
      i. Law Enforcement Trust Fund
      ii. Road and Transportation Fund
      iii. Senior Services Fund
      iv. Building Fund

   Proprietary Funds:

   a. Sanitation Fund
   b. Stormwater fund

   There was a Special Revenue Fund that was not appropriated in the current year's budget; the Hurricane Fund. Additionally, the Capital Projects Fund was not appropriated for FY 2025-26.

3) There are four basic differences between the budgetary basis of accounting and the basis of accounting that follows Generally Accepted Accounting Principles (GAAP) for state and local governments:

Other Budget Information (continued):

a. **Basis of accounting**: "Cash plus encumbrances" (accrual) and "modified accrual" are two different ways to define revenues and expenditures.

b. **Timing**: The budget period may differ from the accounting reporting period (i.e.: lapse periods for encumbrances).

c. **Perspective**: The budget and accounting reports may have different fund reporting structures (i.e.: a budget may account for debt service in the general fund, while GAAP principles require debt service to be recorded in a separate fund); and

d. **Entity:** The Annual Comprehensive Financial Report may not include the same entities and funds as the budget document.

The budgets of the *governmental funds* (for example, the General Fund, and the Road and Transportation Fund) are prepared on the modified accrual basis of accounting. This means revenues must be both measurable and available to liquidate liabilities of the current period. Likewise, expenditures generally are recognized when an event or transaction is expected to draw upon current spendable resources. For example, debt service payments are budgeted in the year that they are paid, as opposed to the period to which the interest costs relate. Similarly, capital outlays are budgeted when expenditures are expected to occur.

Budgets for the *proprietary funds* are adopted on the accrual basis of accounting with the exception that capital outlays and principal payments on debt are budgeted as expenditures. The accrual basis means transactions and events are recognized as revenues/gains or expenditures/losses when they occur, regardless of the timing of the related cash flows.

The Annual Comprehensive Financial Report (ACFR) shows the status of the City's finances on the basis of GAAP. In most cases this conforms to the way the City prepares its budget. During June 1999, the Government Accounting Standards Board (GASB) issued Statement No. 34. This statement established new accounting and financial reporting standards for state and local governments. The City implemented the new financial reporting requirements of GASB 34. From a budgetary perspective, the statement requires a budget to actual comparison, showing both the original adopted budget and the final working budget.

Another Budget Information (continued):

4) The budget is monitored on a monthly basis to track variances between actual and budgeted amounts. Significant variances are investigated and compared to prior year. Changes are made to cover unacceptable variances. In addition, budget staff review personnel requisitions and monitor Council agendas for any financial impact.

   For budgetary purposes, significant capital encumbrances outstanding at year-end are re-appropriated in the subsequent year's revised budget, rather than shown in the adopted budget. Insignificant encumbrances outstanding at year-end are deemed to have lapsed and the related expenditures are charged to the subsequent year's budget when incurred. Accounting for encumbrances, provides a means of controlling and monitoring the budgetary process. Approved capital projects and equipment purchases outstanding at the close of the current fiscal year are submitted to the Council as a subsequent year's revision. Encumbrances do not constitute expenditures or liabilities in the current year, but instead are defined as commitments related to unperformed contracts for goods or services, which are only reported in governmental funds.

5) The hierarchy for reporting and budgetary control is as follows:

   a) Fund
   b) Function
   c) Division
   d) Project
   e) Object Code

Capital Budget Process

The City Manager and the various department directors submit plans, which are incorporated as part of the five-year capital improvement Program (see 5-Year Capital Improvement section). The source of funding is identified five years before the actual expenditures are made. The department directors are responsible for preparing the annual budget to operate any new facilities. Capital expenditures are an integral part of the annual budget, and follow the same approval process as the operating budget.

Fund Structure

The accounts of the City are organized and operated on the basis of funds: A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements.

CITY OF MIAMI SPRINGS
INTRODUCTION TO THE BUDGET PROCESS
FISCAL YEAR 2025-26

Other Budget Information (continued):

The City of Miami Springs has the following fund types:

Governmental funds are used to account for the City's general government activities. Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modifies accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e.: when they are "measurable and available") "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period. The government considers all revenues available if they are collected within 60 days after year-end.

Expenditures are recorded when the related fund liability is incurred, except unmatured interest on general long-term debt which is recognized when due, and certain compensated absences and claims and judgments which are recognized when the obligations are expected to be liquidated with expendable, available financial resources.

Property taxes, franchise and communications taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual, and are recognized as revenues. Only the portion of special assessments receivable, due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received.

Entitlements and shared revenues are recorded at the time of receipt or earlier if the accrual criterion is met. Expenditure driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met.

Governmental funds include the following fund types:

The *general fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *special revenue funds* account for revenue sources that are legally restricted to expenditure for specific purposes (not including expendable trusts or major capital projects).

The *debt service fund* accounts for servicing of general long-term debt not being financed by proprietary or nonexpendable trust funds.

Other Budget Information (continued):

Proprietary funds are accounted for on the flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. The City applies all applicable GASB pronouncements as well as the following pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements. Financial Accounting Standards Board (FASB) statements and interpretations, Accounting Principles Board (APB) opinions and Accounting Research Bulletins (ARB's).

Proprietary funds include the following fund types:

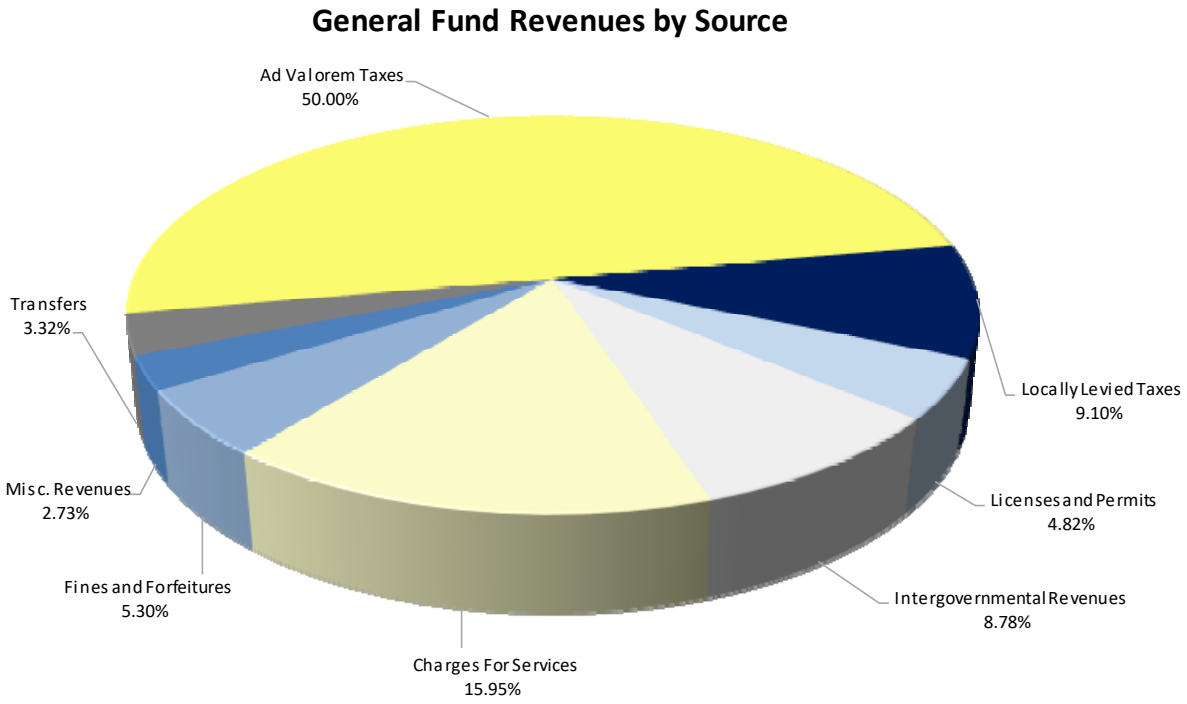
> *Enterprise funds* are used to account for those operations that are financed and operated in a manner similar to private business or where the Council has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability.

Funds Excluded from Adopted Budget

There was a Special Revenue Fund that was not appropriated in the current year's budget; the Hurricane Fund. Additionally, the Capital Projects Fund was not appropriated for FY 2025-26. These funds, however, are included as part of the City's audited financial statements.

BASIS OF REVENUE AND EXPENDITURE ESTIMATES

Estimation of revenues and expenditures are predicated on the considerations presented below. In addition, tables and charts highlighting the major revenue and expenditure components have been provided. Due to rounding, the percentages related to the components of some charts and graphs may not add up to 100.0%.



Revenues: The revenues depicted in the chart above, represent the top revenue categories of the General Fund, all other revenues are grouped together as “Other”. The four most significant revenue sources are, Ad Valorem revenues, which provide (50.00%) or approximately $12.2 million, levied taxes which represent 9.10% or $2.2 million, charges for services represents 15.95% or $3.9 million, and intergovernmental revenues which represent 8.78% or $2.1 million of the General Fund’s revenues.

Basis of Revenue Estimates

The City has several sources of revenue that support the services that are provided to residents. Descriptions of the major revenue sources from both governmental and proprietary funds are provided along with the pertinent forecast methodology.

Although some revenue sources are impacted by unique independent variables, there is one primary variable (Consumer Price Index [CPI]) that influences most of the City’s revenue sources. Population growth is not a factor since the City’s population has remained stable for the past ten years.

CITY OF MIAMI SPRINGS
INTRODUCTION TO THE BUDGET PROCESS
FISCAL YEAR 2025-26

Trend analysis is the only quantitative technique currently used for forecasting revenues. The trend analysis employed, described below, determines the growth pattern of a particular revenue source based on the most recent 24 months of actual receipts:

Rate of Change: The rate of change is determined by the relationship of the most recent 12 months [1-12] to the previous 12 months [13-24]. This is the first [Step #1].

Current Year Forecast: The balance of the current year is projected by applying the rate of change developed above to the unmatched months of the prior year [Step #2]. The result is added to the current year-to-date receipts to yield the forecast for the current year [Step #3].

Budget Year Forecast: The current year forecast is multiplied by the rate of change to project the budget year revenue [Step #4]. The inherent assumption is that the rate of change in the revenue will be sustained. In an attempt to include economic factors, the result is adjusted by the change in CPI. All references to the historical trend in the following pages are based on this methodology. ***The CPI used for the FY 2025-26 projection is 3.1%.***

Step # 1-Calculation of rate of change:

Most recent 12 months = Months 1 through 12 = 1 + Rate of Change
Prior 12 months Months 13 through 24

Step # 2- Calculation of remaining months of current year:

{Unmatched months in prior year} X {rate of change} = Balance of Current Year Projection

Step # 3- Calculation of current year projection:

{Current YTD receipts} + {Rest of current year projection} = Current year projection

Step #4- Calculation of new budget year projection:

{Current Year Projection} X {Rate of change} X CPI = New Year Projection

CITY OF MIAMI SPRINGS
INTRODUCTION TO THE BUDGET PROCESS
FISCAL YEAR 2025-26

Major Revenue Sources: Governmental and Proprietary Funds

Ad Valorem Taxes

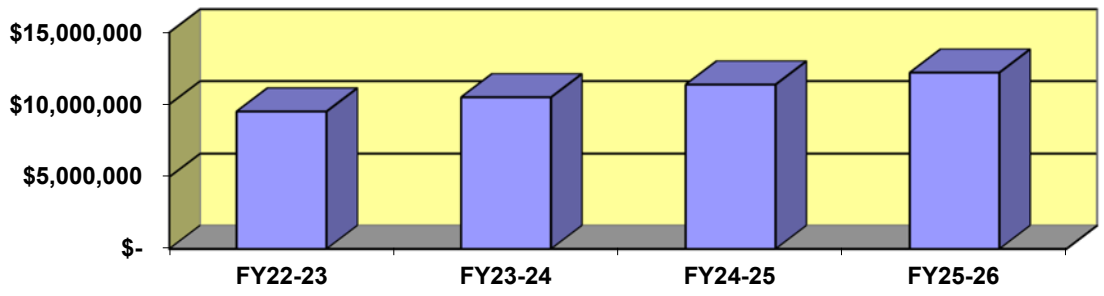
Description

A tax on property paid by owners of real and personal property within the City limits. The tax is based on an assessment by the Miami-Dade County Property Appraiser of the market value of property and improvements. This revenue source is found in the General Fund.

Forecast Methodology

The millage of 6.8100 multiplied by the taxable value, less 5% for possible adjustments to assessed values and/or discounts taken for early payment.

Fiscal Year	Millage Rate	Ad Valorem	% Change
25-26 (Est)	6.8100	$12,209,553	7.29%
24-25	6.8600	$11,379,716	8.42%
23-24	6.9100	$10,496,039	10.42%
22-23	6.9100	$9,505,410	3.20%



Major Revenue Sources: Governmental and Proprietary Funds

Sanitation Charges

Description

Charges paid by residents for garbage and trash pick-up services. Sanitation charges are billed monthly on a flat rate basis; residents pay a flat fee for garbage and another flat fee for trash services. Bulk trash pick-up services are billed separately based on volume of trash picked up. Commercial businesses are picked up by independent contractors who pay the City a franchise fee. These revenues are accounted for in the Sanitation Fund (Proprietary Fund).

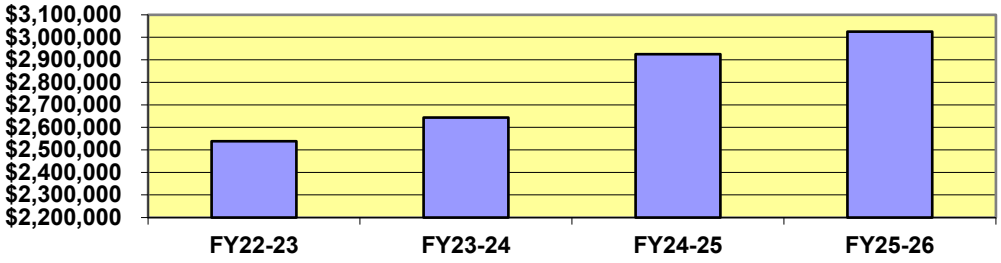
Forecast Methodology

The main factors considered in projecting this revenue are historical trend, and projected CPI increase. However, in FY 2011 the billing was placed on the annual property tax bill which provides for 4% discount when paid on a timely basis.

Please refer to the "Basis of Revenue Estimates" section above for the projected CPI.

Fiscal Year	Charges	% Change
25-26 (Est)	$3,025,000	3.42%
24-25	$2,925,000	10.64%
23-24	$2,643,761	4.17%
22-23	$2,538,025	3.50%

Sanitation Revenues



Major Revenue Sources: Governmental and Proprietary Funds

Stormwater Charges

Description

Charges paid by residents and businesses for stormwater mitigation. Stormwater charges are billed monthly on a flat rate basis. These revenues are accounted for in the Stormwater Fund (Proprietary Fund).

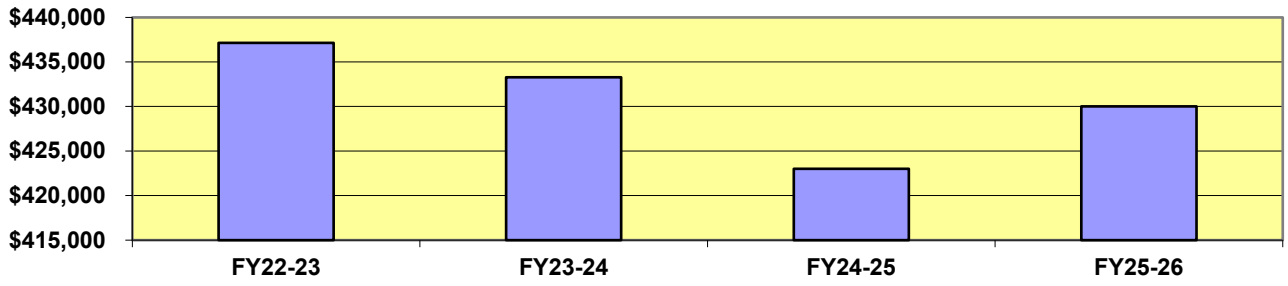
Forecast Methodology

The main factors considered in projecting this revenue are historical trend, estimated new connections, and estimated new rates based on the 12 month change in the CPI. However, during FY 17-18 stormwater fees were increased based on a rate study performed.

Please refer to the "Basis of Revenue Estimates" section above for the projected CPI.

Fiscal Year	Charges	% Change
25-26 (Est)	$430,000	1.65%
24-25	$423,000	-2.37%
23-24	$433,281	-.0.09%
22-23	$437,145	2.98%

Stormwater Revenues



CITY OF MIAMI SPRINGS
INTRODUCTION TO THE BUDGET PROCESS
FISCAL YEAR 2025-26

Major Revenue Sources: Governmental and Proprietary Funds

Franchise Fees

Description

Franchise fees are established by the franchise agreement between the City and service providers of electricity, gas, towing, resource recovery and recycling.

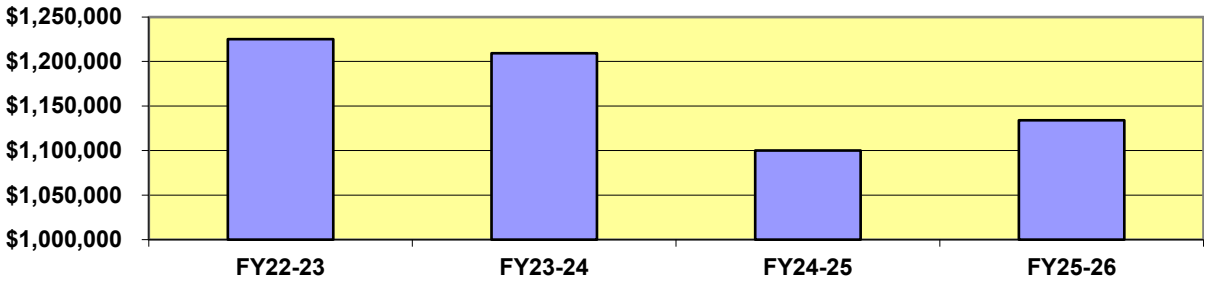
This revenue is generated based on all residential, commercial and industrial revenues collected by the provider for services within the City. This revenue is accounted for in the General Fund.

Forecast Methodology

The main factors considered in projecting this revenue are historical trend, and estimated inflation (CPI).

Fiscal Year	Fund	% Change
25-26 (Est)	$1,134,000	3.09%
24-25	$1,100,000	9.03%
23-24	$1,209,212	5.00%
22-23	$1,224,979	-12.87%

Franchise Fee Revenue



CITY OF MIAMI SPRINGS
INTRODUCTION TO THE BUDGET PROCESS
FISCAL YEAR 2025-26

Major Revenue Sources: Governmental and Proprietary Funds

State Shared Revenues

Description

Taxes collected and remitted to the State of Florida are deposited in the State Sharing Trust Fund for Municipalities. The Trust Fund revenue consists of (1) Sales Tax Proceeds, (2) Municipal Tax 8th Cent, (3) Special Motor and Other Tax and (4) Local Government ½ Cent Sales Tax. The State uses a three-factor additive formula to determine a municipality's annual share of the fund.

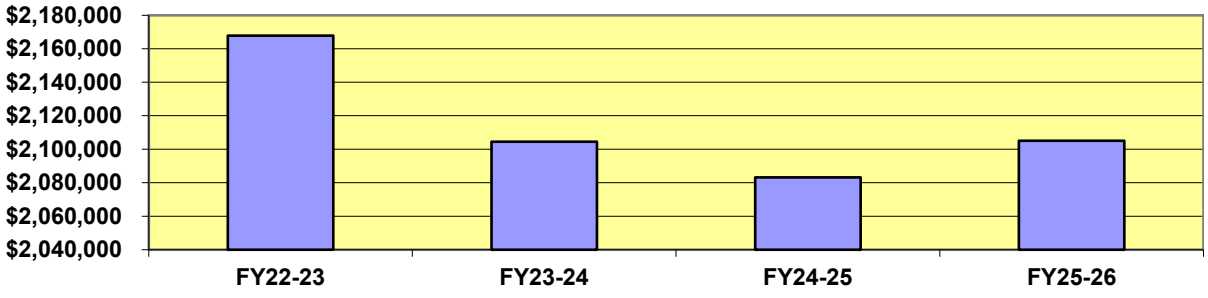
The City's share grows with the overall growth of the economy and the City's population.

Forecast Methodology

This revenue is forecasted by the State of Florida.

Fiscal Year	Sales Tax proceeds	Local Gov 1/2 cent Sales tax	Total	% Change
25-26 (Est)	$680,000	$1,425,000	$2,105,000	1.05%
24-25	$665,639	$1,417,491	$2,083,130	-10.14%
23-24	$674,967	$1,429,512	$2,104,479	-2.92%
22-23	$690,239	$1,477,604	$2,167,843	14.0%

State Shared Revenues



Major Revenue Sources: Governmental and Proprietary Funds

Utility Services Taxes

Description

A tax levied on the purchase of electric, gas, propane, and water.

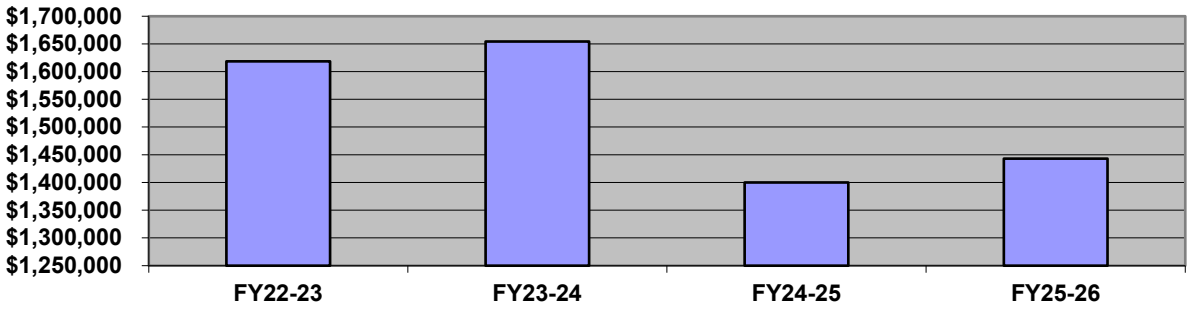
This revenue is based on a percent charge applied to the taxable amounts charged by the seller of the service. This revenue is accounted for in the General Fund.

Forecast Methodology

The main factors considered in projecting this revenue are historical trend, and estimated inflation (CPI). Please refer to the "Basis of Revenue Estimates" section above for the projected CPI.

Fiscal Year	Fund	% Change
25-26 (Est)	$1,443,000	3.07%
24-25	$1,400,000	-15.36%
23-24	$1,654,107	2.21%
22-23	$1,618,339	28.43%

Utility Tax Revenues



CITY OF MIAMI SPRINGS
INTRODUCTION TO THE BUDGET PROCESS
FISCAL YEAR 2025-26

Major Revenue Sources: Governmental and Proprietary Funds

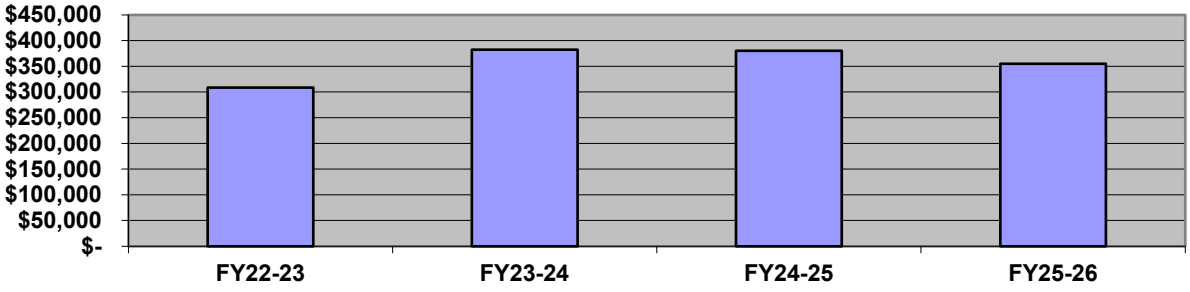
Local Option Gas Tax

Description Pursuant to F.S. 336.025(1)(a)(b)(2), the County has exercised its authority in levying a tax on every gallon of motor fuel and diesel sold in the county. The proceeds may be used for transportation expenditures.

Forecast Methodology This revenue is forecasted by the State of Florida.

Fiscal Year	Gas Tax	% Change
25-26 (Est)	$355,000	-6.58%
24-25	$380,000	-0.62%
23-24	$382,363	0.05%
22-23	$380.474	4.07%

Local Option Gas Tax



CITY OF MIAMI SPRINGS
INTRODUCTION TO THE BUDGET PROCESS
FISCAL YEAR 2025-26

Major Revenue Sources: Governmental and Proprietary Funds

Communications Services Tax

Description

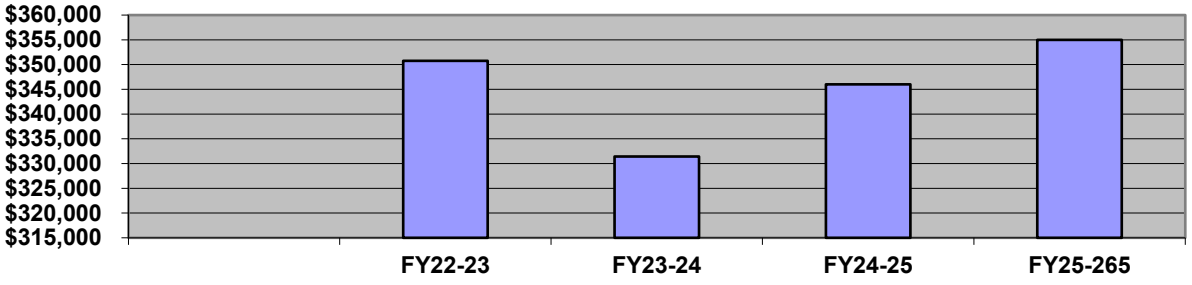
The new communications tax effective 10/01/01 represents a combination of the former cable television and telecommunications franchise fees as well as the public service tax on telecommunications services. Previously each service provider remitted these taxes and fees directly to each municipality throughout the State. In an effort to eliminate the onerous disbursement burden placed upon the providers the State decided to become the central receiving authority for these taxes. The State retains a 1% administrative fee and redistributes the monies to the municipalities according to a pre-determined percentage.

Forecast Methodology

This revenue is forecasted by the State of Florida.

Fiscal Year	Fund	% Change
25-26 (Est)	$355,000	2.60%
24-25	$346,000	4.40%
23-24	$331,409	-5.51%
22-23	$350,739	-9.88%

Communications Tax



Expenditures

Personnel Services

Description: This category includes expenditures for City employees' base wages and salaries plus expenditures for other forms of employee compensation: life and health insurance, social security, workers compensation, retirement contributions, longevity pay, overtime and special duty/status pay.

Significant Assumptions: The proposed personnel services budget is based on the following assumptions:

- Merit increases based on approved pay plans for eligible employees, longevity pay based on years of service and City policy. Longevity pay for General employees ranges from $500 for 8 years or more, $1,000 for 10 years or more, $1,500 for 15 years or more, and $1,750 for 20 or more years of service. For FY 2025-26 a 3% COLA is being budgeted to all General employees.
- Worker's Compensation – The City is insured through Preferred Governmental Insurance Trust, annual costs are based a percentage of payroll which is different based on the type of labor performed. The annual fee cost is allocated to each department based on payroll, claims are charged to the department generating those claims.
- Increase in health insurance benefits of 4.5%.

Operating Expenses

Description: This category includes expenditures for governmental programs that are not classified as personnel, capital outlay or capital projects. Operating expenses include such things as office supplies, postage, utilities, travel and entertainment, dues and subscriptions, gasoline, telephone and advertising to name a few.

Significant Assumptions: Projected increases (decreases) are based on a departmental level decision-making process. The Departments were given two guidelines: (1) to prepare a budget based on a status quo assumption in order to maintain the current level of services; and (2) to submit a detailed schedule of budget requests for new programs, activities, or operational needs. They are given flexibility over allocation in the various line items. The budget section of the Finance Department calculates the personnel cost based on the staffing requested by each department. Expenditures are then adjusted to reflect management priorities, and to reflect updated information on costs.

Expenditures (continued)

Operating Expenses (continued)

Capital Outlay

Description: This category includes expenditures for capital items, with an initial individual cost of $1,000 or more, with an estimated useful life in excess of one year. Purchase orders encumbered at the end of the previous year are carried over.

Significant Assumptions: Projected expenditures are based on the estimated cost of each capital item.

Funding for most of the capital expenditures are identified within the department's target budget. Capital outlays are ranked in order to reflect management priorities.

Capital Projects

Description: This category includes expenditures for construction.

Significant Assumptions: Projected expenditures are based on an estimated cost to completion.

CITY OF MIAMI SPRINGS
BUDGET DEVELOPMENT GUIDELINES
FISCAL YEAR 2025-26

Strategies

The long-term municipal goals focus on community health and safety, economic development, community services, a productive work environment, quality leadership, ecological preservation and the improvement of the City's reserve balances. These goals provide a point of reference for programs and services as it relates to the development of the budget.

The City's strategy for achieving these goals is to provide significant attention to revenue streams, establish an atmosphere conducive to cost-cutting and reduction of unnecessary waste, and require department directors to incorporate more direct and specific attention to their management controls, projections, and supervision of programs and projects.

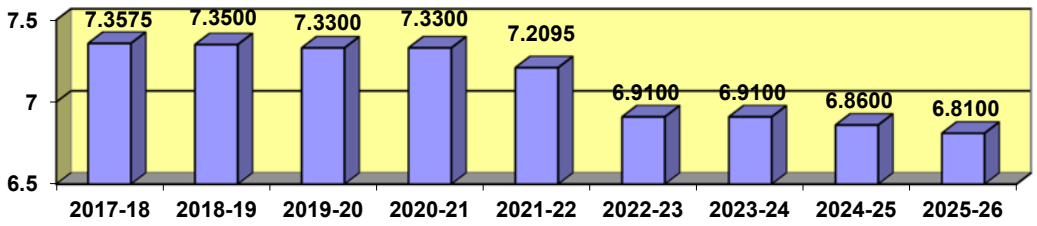
A cautious approach to personnel growth has been adopted since personnel-related costs account for approximately 60% of General Fund operating expenditures. This budget reflects expenditure containment in response to the rising cost of personnel benefits, specifically health insurance costs.

The City is pursuing a strategy of improving technology and acquiring available new technologies in order to increase efficiency and operational effectiveness which in turn will decrease costs while improving services provided to its taxpayers.

Budget Goals and Guidelines

1) **Property Tax Reform Through Cost Reduction and New Revenue Sources**: The City's goal is to minimize increases in the millage rate. This traditionally was accomplished by finding new sources of revenue where possible and by implementing tight budgetary controls on expenditures. This FY 2025-26 budget decreases the millage rate to 6.8100. This millage is approximately 31% of a total property tax bill.

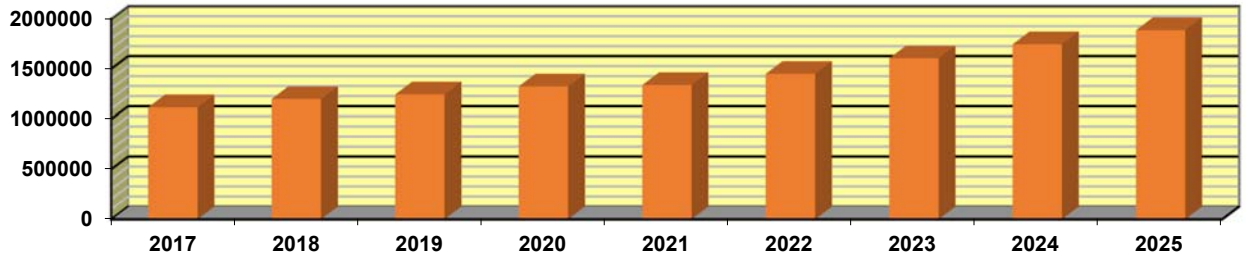
Historical Millage Rates



This graph illustrates the City's millage rates for the current and past eight years.

Budget Goals and Guidelines (continued)

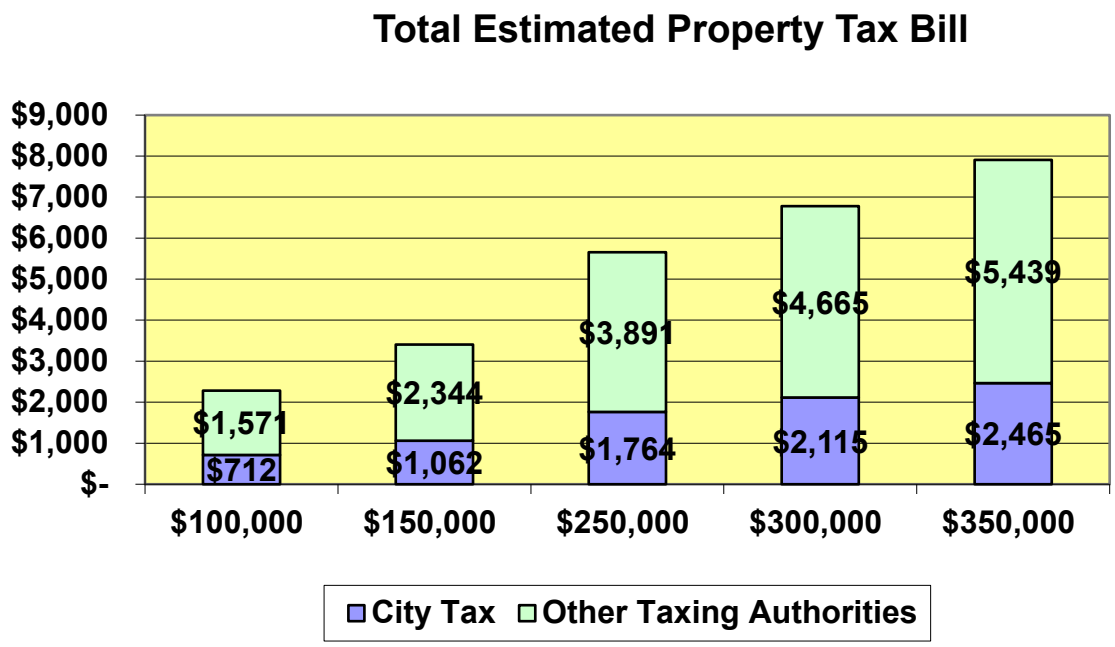
Taxable Assessed Values (in thousands)



This graph illustrates the City's taxable assessed values for the current and past eight years.

Components of Property Tax Bill	2024-25	2025-26
Miami Dade County Schools	6.4680	6.4990
South Florida Water Management	.0948	.0948
Everglades CP	.0327	.0327
Florida Inland Navigational District	.0288	.0288
Okeechobee Basin	.1026	.1026
Miami Dade County Government Services	4.5740	4.5740
Children's Trust	.5000	.4638
City of Miami Springs	6.8600	6.8100
Fire and Rescue	2.3965	2.3965
Library	.2812	.2812
Voter Approved Debt Payments		
School	.1340	.1340
Miami Dade County	.4271	.4171
Total Millage Rate	**21.8997**	**21.8345**

Budget Goals and Guidelines (continued)



The above calculations show the City of Miami Springs and County-wide total property taxes based upon assessed values between $150,000 and $400,000 and assuming a $50,000 homestead exemption.

2) **Fund Balance Goal: The** City will plan the budget in such a way to retain an unassigned fund balance in the General Fund of 18-25% of planned expenditures. This level also provides a contingency for unexpected future events.

3) **User fees for Services:** Fees for services will be set with the goal to recover 100% of costs, except in specific instances in which the City Council determines that it is in the public interest to offset some of the costs through the use of other revenues, such as general tax support. Where necessary, departments have updated their fee schedules during the budget process.

4) **Full Range of Municipal Services:** The City provides a full range of municipal services in order to maintain and enhance the quality of life in Miami Springs. The City acknowledges that the highest priority service areas relate to those that protect and enhance public safety and health.

Budget Goals and Guidelines (continued)

5) **Public Safety Services:** Public safety services are a high priority. The City will ensure that services are provided in an efficient, effective manner, and through thoughtful plans, public safety needs can be met in our community. The budget for the Police department represents approximately 37% of budgeted General fund expenditures.

6) **Employee Safety/Productivity:** The City is making great strides in updating the fleet of vehicles, and in providing equipment and supplies to employees that enhance safety and productivity. In the budget, departments were asked to identify and to request funding to continue this policy of providing up-to-date equipment, supplies, and facilities to assure employee safety.

Financial Policies

The City of Miami Springs financial policies, compiled below, set forth the basic framework for the overall fiscal management of the City. Operating independently of changing circumstances and conditions, these policies assist the decision-making process of the City Council and the Administration. These policies provide guidelines for evaluating both current activities and proposals for future programs.

Most of the policies represent long-standing principles; traditions and practices that have guided the City in the past and will help establish financial stability in the future. They will be reviewed annually as a decision-making tool and to ensure their continued relevance in an ever-changing environment.

Balanced Budget Policy

To the extent that the appropriated revenues and estimated budget savings equal or exceed the appropriated expenditures, the budget is considered balanced. Should the appropriated expenditures exceed the appropriated revenues and estimated budget savings, the difference would be shown in the revenue section as appropriated fund balance. The amount of the appropriated fund balance would specify the amount by which the unassigned fund balance would be depleted. Estimated budget savings is the projection of the budget variance for both revenue and expenditures based on the last three years of historical data.

CITY OF MIAMI SPRINGS
BUDGET DEVELOPMENT GUIDELINES
FISCAL YEAR 2025-26

Operating Budget Policies

1) The City shall maintain, at a minimum, an accessible cash reserve equivalent to twelve weeks of operating costs.

2) The City pays the majority of medical insurance for its employees and in excess of 50% of the cost associated with dependent coverage.

3) No new or expanded services shall be implemented without implementing trade-offs of expenses or revenues at the same time. This applies to personnel, equipment and any other peripheral expenses associated with the service.

4) The City shall continue to support a scheduled level of maintenance and replacement of its infrastructure and fleet. Expansions to the fleet must be justified based on growth of the City.

5) The City shall support capital expenditures that reduce future operating costs.

Revenue Policies

1) The City will attempt to maintain a diversified and stable revenue system as a shelter from short-run fluctuations in any single revenue source.

2) The City will attempt to obtain additional major revenue sources as a way of ensuring a balanced budget.

3) The City will establish user charges and fees at a level to recover the full cost (direct and indirect) of providing the service in the Sanitation and Stormwater funds, which are self-sustaining. User fees in the Recreation department provide approximately 15-20% of its operating costs.

4) The City will review fees/charges annually and will design or modify revenue systems to include provisions that automatically allow charges to grow at a rate that keeps pace with the cost of providing the services.

5) The City will consider market rates and charges levied by other public and private organizations for similar services in establishing fees and charges.

CITY OF MIAMI SPRINGS
BUDGET DEVELOPMENT GUIDELINES
FISCAL YEAR 2025-26

Cash Management/Investment Policies

1) The City will deposit all funds received by 2:00 PM, on the next business day.

2) Investment of City funds will emphasize preservation of principal; the objective will be to match or exceed the yield of current market conditions.

3) The City will collect revenues aggressively, including any past due amounts owed.

Debt Policies

1) The City may, as necessary, issue bonds for capital improvements.

2) Projects that are financed fall into one of two categories:

    a) Projects that are revenue producing and require no subsidy for payment of debt service.
    b) Projects requiring subsidy for payment of debt service shall enhance the quality of life of citizens of the City.

3) The City will publish and distribute an official statement for each bond issue.

4) General obligation debt will only be issued is approved by the voters in a referendum.

5) The City will maintain bond reserves as required by the various bond issues.

CITY OF MIAMI SPRINGS
BUDGET DEVELOPMENT GUIDELINES
FISCAL YEAR 2025-26

Reserve Policies

1) The City will maintain an unassigned fund balance in the General Fund of 18-25% of expenditures.

2) The City will attempt to maintain unassigned fund balance in the General Fund for disaster assistance of at least $500,000. This would provide the required 12.5% matching of up to $4,000,000 in Federal and State financial assistance.

Accounting, Auditing, and Financial Reporting Policies

1) An independent audit will be performed annually.
2) The City will produce annual financial reports in accordance with Generally Accepted Accounting Principles (GAAP) as outlined by the Governmental Accounting Standards Board (GASB).

Capital Budget Policies

For the FY 2025-26 budget, the City will implement a five-year capital improvement plan, this plan was prepared with the assistance of all department heads and shows the City's capital requirements over the next five fiscal years.

1) The City will maintain its physical assets at a level adequate to protect the City's capital investment and minimize future maintenance and replacement costs. The budget will provide for the adequate maintenance and the orderly replacement of the capital plant and equipment from current revenues where possible.

2) The City has provided sufficient funds to replace and upgrade equipment as well as to take advantage of new technology thereby ensuring that employees have safe and efficient tools to service the public. It reflects a commitment to further automation and use of available technology to improve productivity of the City's work force.

    a) The objective for upgrading and replacing equipment includes: (1) normal replacement as equipment completes its useful life, (2) upgrades of new technology, and (3) additional equipment necessary to service the needs of the City.

Capital Budget Policies (continued)

3) The City will use the following criterion to evaluate the relative merit of each capital project. Capital expenditures will foster goals of:

    a) Economic and neighborhood vitality

    b) Infrastructure and heritage preservation

    c) Capital projects which implement a component of an approved redevelopment plan

    d) Projects specifically included in an approved replacement schedule

    e) Projects which reduce the cost of operations. Projects which increase the cost of operations shall have identified trade-offs to support those additional costs.

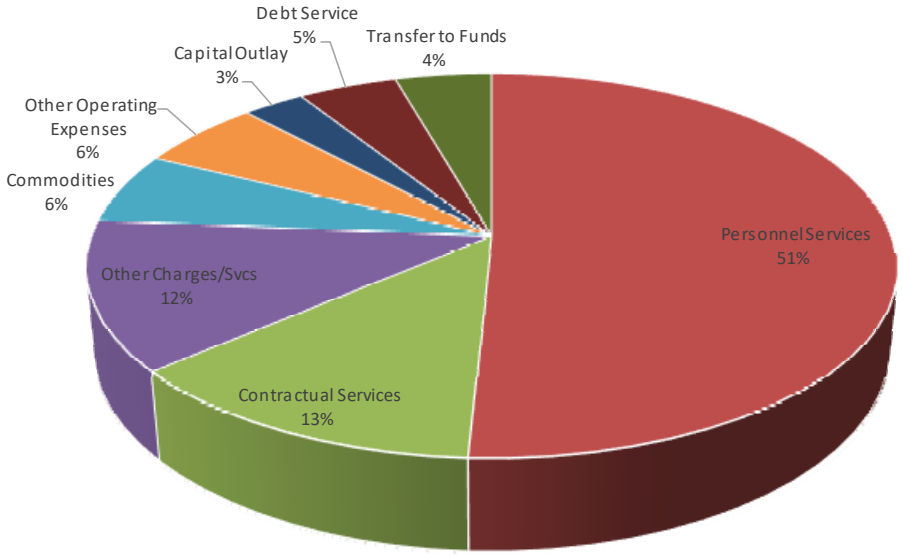
    f) Projects which significantly improve safety and reduce risk exposure.

CITY OF MIAMI SPRINGS
BUDGET DEVELOPMENT GUIDELINES
FISCAL YEAR 2025-26

All Funds Expenditure Summary by Amount

Fund	Council Approval 2025/26	Council Approval % of Budget
General Fund	24,418,788	73%
Road and Transportation Fund	969,957	3%
Senior Services Fund	1,546,708	5%
Building Fund	1,251,401	4%
Debt Service Fund	1,549,196	5%
Sanitation Utility Fund	3,028,500	9%
Stormwater Utility Fund	763,318	2%
Law Enforcement Trust Fund	60,579	0%
Total	**$ 33,588,447**	**100%**

All Funds Category Summary by Percentage

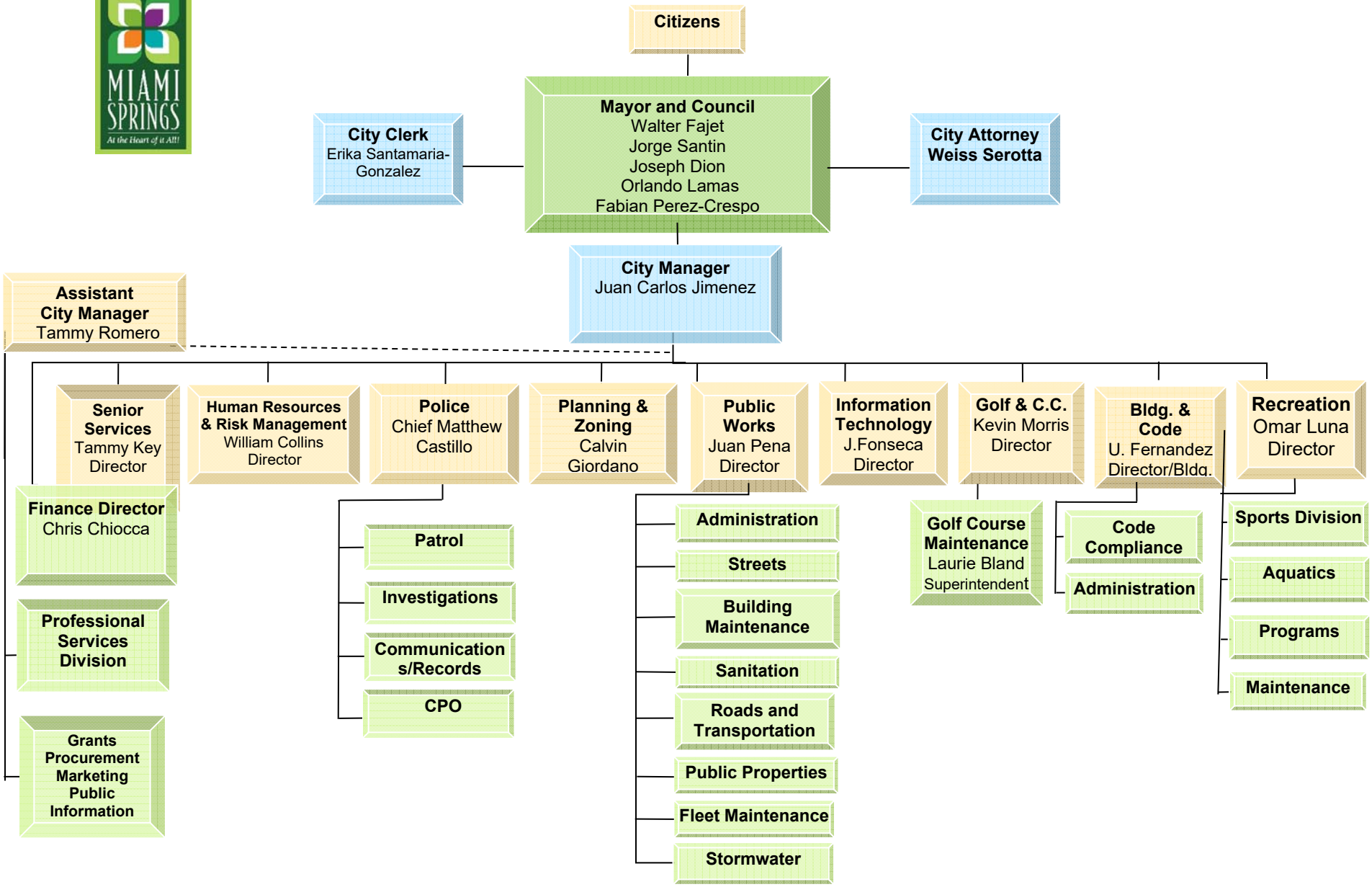


Budget Calendar

FY 2025-26 Budget Development Process & Tentative Timetable

DATE	ACTIVITY
April 7, 2025	City Manager holds initial budget preparation meeting with department heads and staff to discuss the FY 2025-26 budget process. Council Chambers
May 14, 2025	Last day for departments to submit their FY 2025-26 budget request package including operating and capital items, and revenue enhancement efforts or projects, email all your documents to Finance Director
May 27, 2025 through May 30, 2025	Finance Director meets with individual operating departments to review and consult with department heads to evaluate spending levels - Finance Director to set up appointments with individual departments
June 1, 2025	City receives preliminary taxable assessment for FY 2024-25 from Property Appraiser.
June 4, 2025 through June 6, 2025	Finance Director meets with City Manager to review and consult with department heads to evaluate spending levels
July 1, 2025	City Manager's Office receives the *2025 Certification of Taxable Values (DR-420)* from Miami-Dade County's Property Appraiser's office; simultaneously, the Miami Springs Finance Department prepares adjustments to City-wide budget presentation
Thursday, July 24, 2025	Miami Springs City Council meets in special session to set the cap rate for ad valorem property tax millage levels for operating & debt service for FY 2025-26
July 31, 2025	Finance Department advises City Manager of proposed funding levels - making determination and recommends (if necessary) any budgetary cuts or adjustments Proposed ad valorem millage rates on Form DR-420 sent to Miami Dade County Tax Collector via TRIM website.
August 12, 2025	City Council holds a special budget workshop to review individual departmental budget submissions, City-wide revenues, trends and other issues related to the fiscal operations of the City for FY 2025-26 - all tentative and to be scheduled by Council
On or about August 22, 2025	*County Property Appraiser's Office mails out notices of proposed tax bills to all property owners in Miami Springs*
On or about September 4, 2025	*The Tentative Budget will be posted online at the City's website at least two days before the first public budget hearing in accordance with Florida Statue s.200.065*
Monday, September 8, 2025	City Council to hold the first of two mandatory public hearings (as defined by State Statutes) to adopt tentative operating millage rates and operating budgets for FY 2025-26
Within 15 days of 1st hearing, Sept 23, 2025	*Advertise the tentative millage and budgets; date, time and location for second public hearing in designated paper – Miami Herald*
Monday Sept 22, 2025	Second of two public hearings on the 2025-26 operating budgets held at which point the City Council adopts the final millage rate and corresponding budgets
Within 3 days of 2nd hearing Wednesday Sept. 24, 2025	Final adopted millage rates are forwarded to the County's Property Appraiser no later than 5.00 PM via TRIM website.
Within 30 days of the final hearing	City submits Certificate of Compliance [DR-487] to the Florida Department of Revenue in Tallahassee – confirming that the City was in compliance with Truth-in Millage rules. Adopted Budget posted online at the City website within 30 days of adoption.

City of Miami Springs Organizational Chart
2025 - 2026

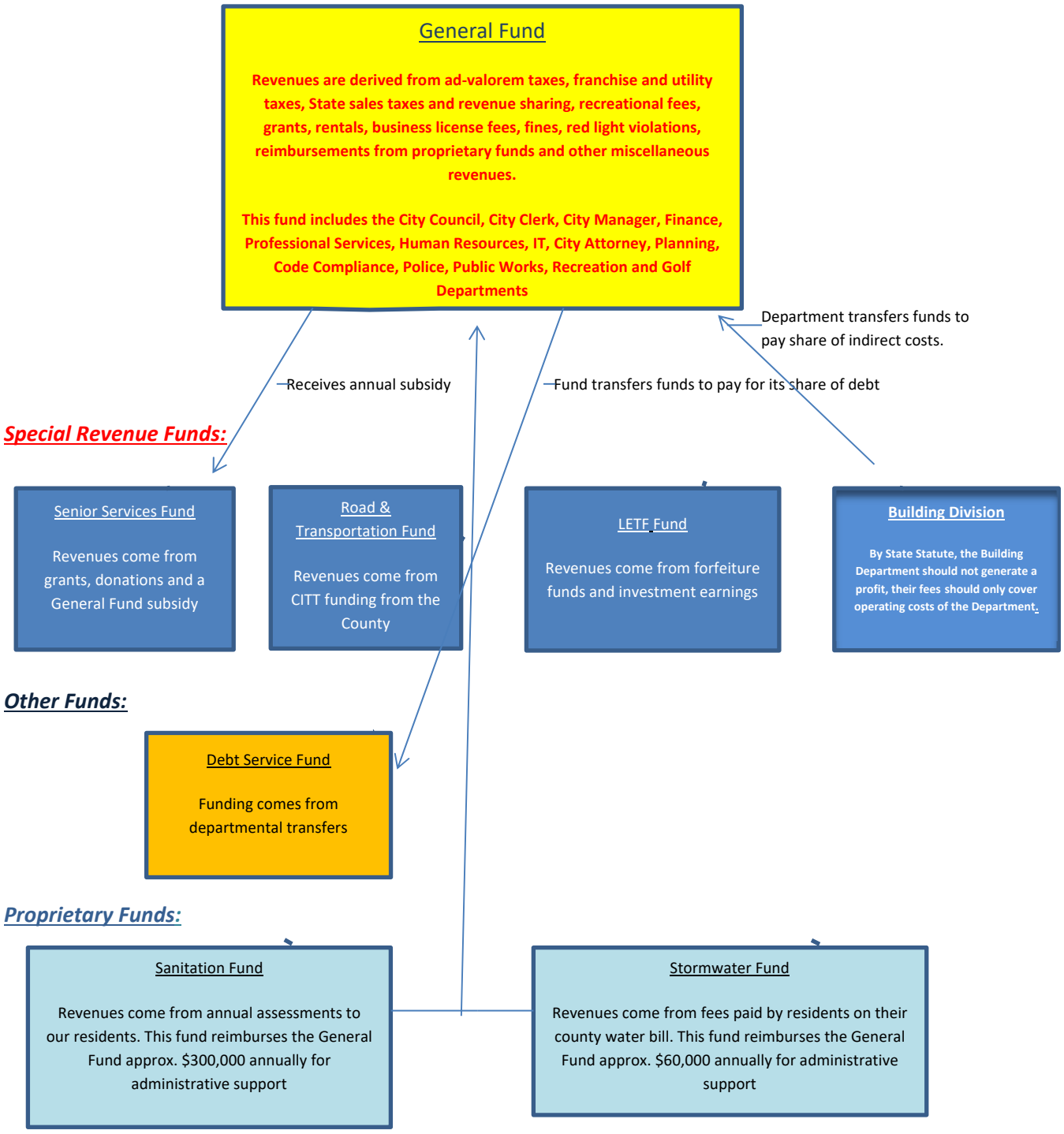


POSITION CLASSIFICATION AND PAY PLAN
FISCAL YEAR 2025-26
CIVIL SERVICE / NON-CIVIL SERVICE EMPLOYEES

Updated 08.27.25

POSITION	PAY GRADE	FY 2025-26 PAY RANGE MINIMUM	MAXIMUM
PRO SHOP CASHIER	7	27,851	41,762
MAINTENANCE WORKER I	8	30,584	45,347
PRO SHOP CLERK	8	30,584	45,347
CLERICAL ASSISTANT	9	31,409	46,575
REFUSE COLLECTOR	10	32,192	49,645
MAINTENANCE WORKER II	11	33,076	53,076
REFUSE TRUCK DRIVER	13	34,666	55,682
GOLF MAINTENANCE WORKER	13	34,666	55,682
PUBLIC SERVICE AIDE	13	34,666	55,682
RECREATION MAINTENANCE WORKER	13	34,666	55,682
ADMINISTRATIVE ASSISTANT I	15	36,424	56,176
BUILDING SPECIALIST I	15	36,424	56,176
MATERIALS MANAGEMENT CLERK	15	36,424	56,176
RECREATION SPECIALIST	15	36,424	56,176
SPECIAL EVENTS/PROGRAM SPECIALIST	15	36,424	56,176
ACCOUNTING SPECIALIST I	16	37,329	57,582
BUILDING MAINTENANCE TECHNICIAN	16	37,329	57,582
GOLF COURSE SPRAY/APPLICATOR TECH	16	37,329	57,582
HEAVY EQUIPMENT OPERATOR	19	40,207	62,338
AUTOMATED EQUIPMENT OPERATOR	19A	40,207	66,445
ACCOUNTING SPECIALIST II	22	43,295	64,203
ADMINISTRATIVE ASSISTANT II	22	43,295	64,203
ASSISTANT TO THE CITY CLERK	22	43,295	64,203
BUILDING MAINTENANCE SPECIALIST	22	43,295	64,203
BUILDING SPECIALIST II	22	43,295	64,203
LEAD PASSPORT ACCEPTANCE SPECIALIST	22	43,295	64,203
PROCUREMENT SPECIALIST	22	43,295	64,203
POLICE DISPATCHER-TRAINEE	23	44,315	66,472
ADMINISTRATIVE ASSISTANT III	24	45,491	68,374
AQUATIC COORDINATOR	24	45,491	68,374
BUILDING SPECIALIST III	24	45,491	68,374
GOLF MAINTENANCE MECHANIC	24	45,491	68,374
POLICE ADMINISTRATIVE SPECIALIST II	24	45,491	68,374
RECREATION COORDINATOR	24	45,491	68,374
PUBLIC PROPERTIES SUPERVISOR	24	45,491	68,374
STREETS SUPERVISOR	24	45,491	68,374
RECREATION MAINTENANCE SUPERVISOR	24	45,491	68,374
SANITATION SUPERVISOR	24A	45,491	73,502
GOLF MAINTENANCE SUPERVISOR/FOREMAN	25	46,638	69,970
POLICE DISPATCHER I	25	46,638	69,970
PRO SHOP/OUTSIDE SERVICES MANAGER	25	46,638	69,970
ACCOUNTING SPECIALIST III	26	48,971	73,469
ATHLETIC SUPERVISOR	26	48,971	73,469
HUMAN RESOURCES SPECIALIST II	26	48,971	73,469
POLICE ADMINISTRATIVE SPECIALIST III	26	48,971	73,469
POLICE DISPATCHER II	26	48,971	73,469
CODE COMPLIANCE OFFICER	27	49,487	73,985
EXECUTIVE ASSISTANT TO THE CHIEF OF POLICE	27	49,487	73,985
AQUATIC SUPERVISOR	28	50,213	74,457
* ASSISTANT SENIOR SERVICES DIRECTOR	29	51,022	75,033
PUBLIC INFO & MEDIA RELATIONS SPECIALIST	29	51,022	75,033
POLICE COMMUNICATIONS COORDINATOR	30	53,532	79,389
* ASSISTANT IT MANAGER	31	56,043	83,745
PAYROLL ADMINISTRATOR	31	56,043	83,745
SPECIAL EVENTS/PROGRAMS SUPERVISOR	31	56,043	83,745
POLICE COMMUNICATIONS SUPERVISOR	32	57,308	84,909
CHIEF ADMINISTRATIVE OFFICER	33	58,575	86,072
SENIOR PROCUREMENT OFFICER	34	59,841	87,236
POLICE OFFICER- RECRUIT	37	62,702	92,990
POLICE SYSTEMS ADMINISTRATOR	38	63,868	94,719
* DEPUTY CITY CLERK/PUBLIC INFORMATION OFFICER	39	65,035	96,448
* ASSISTANT PUBLIC WORKS DIRECTOR	40	66,202	98,178
* GOLF SUPERINTENDENT	45	79,312	119,420
* SENIOR SERVICES DIRECTOR	46	85,500	122,750
* HUMAN RESOURCES DIRECTOR/RISK MANAGER	49	104,065	132,740
* INFORMATION TECHNOLOGY DIRECTOR	49	104,065	132,740
* CITY CLERK	49	104,065	132,740
* GOLF & COUNTRY CLUB DIRECTOR	49	104,065	132,740
* PUBLIC WORKS DIRECTOR	49	104,065	132,740
* DEPUTY CHIEF OF POLICE	49P	115,532	160,306
* RECREATION DIRECTOR	50	119,384	165,500
* ASSISTANT CITY MANAGER	50	119,384	165,500
* BUILDING OFFICIAL & CODE COMPLIANCE DIRECTOR	50	119,384	165,500
* FINANCE DIRECTOR	50	119,384	165,500
* CHIEF OF POLICE	50P	122,639	175,443

* NON-CIVIL SERVICE EMPLOYEE

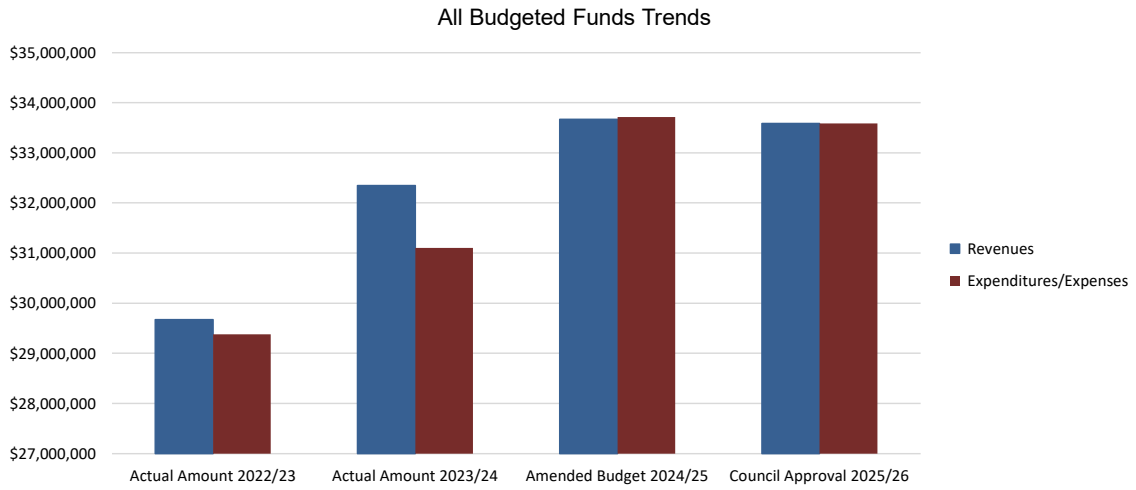


1) The General Fund is the main operating fund of the City. It receives the bulk of its revenues from ad-valorem and other taxes and fees, these revenues are then used to fund all city departments. The General Fund also provides an annual subsidy to the Senior Services Fund.
2) The City has four Special Revenue Funds;
   - The Senior Services Fund which receives all of its revenues from grants, donations, and the annual City subsidy.
   - The Road and Transportation Fund which receives all of its funding from the county CITT half cent tax.
   - The Building Department Fund which accounts for all building permitting activity.
   - The LETF Fund which receives all funding from Police Forfeitures and investment earnings, these funds can only be used for specific police expenditures and all expenditures must be pre-approved by Council.
3) The City also has two Proprietary Funds (Sanitation and Stormwater), these are operations that are self-sufficient and do not require any General Fund subsidy. These operations are accounted for in the same manner as a business in the private sector.
4) The City also has a Debt Service Fund which is used to account for all debt service payments. Any department that has incurred debt to purchase equipment or build a facility will transfer the annual debt service payment to this fund so that payments can be made.

ANALYSIS, GRAPHICS, AND SUPPLEMENTARY INFORMATION

City of Miami Springs

Summary of all Funds
Fiscal Year 2025/26
Operating & Capital Outlay



Revenues by Fund

Fund #	Fund	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
001	General Fund	$ 20,709,000	$ 21,778,298	$ 23,775,692	$ 15,265,202	$ 24,418,788
135	Road and Transportation Fund	889,556	904,452	894,256	276,122	969,957
140	Senior Services Fund	1,309,164	1,550,765	1,425,804	-	1,546,708
145	Building Fund	1,848,300	1,194,354	1,125,000	-	1,251,401
201	Debt Service Fund	1,694,804	1,802,812	1,589,383	924,849	1,549,196
430	Sanitation Utility Fund	2,549,699	2,658,450	3,266,861	2,345,411	3,028,500
440	Stormwater Utility Fund	612,693	2,438,237	1,589,120	607,982	763,318
650	Law Enforcement Trust Fund	59,309	20,819	4,711	-	60,579
	Subtotal	$ 29,672,525	$ 32,348,187	$ 33,670,827	$ 19,419,566	$ 33,588,447
	Total Revenue	$ 29,672,525	$ 32,348,187	$ 33,670,827	$ 19,419,566	$ 33,588,447

Revenues by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
310000/319999	Locally Levied Taxes	$ 11,926,231	$ 12,933,870	$ 13,575,716	$ 10,478,786	$ 14,432,553
320000/329999	Licenses & Permits	3,068,261	2,363,088	2,240,500	484,607	2,298,500
330000/339999	Intergovernmental Revenues	3,965,502	5,998,363	4,103,700	1,599,577	4,557,008
340000/349999	Charges For Services	4,675,599	5,347,752	6,922,900	4,424,405	7,350,150
350000/359999	Fines & Forfeitures	1,337,552	1,345,926	1,229,500	620,187	1,293,085
360000/369999	Miscellaneous Revenues	580,322	808,840	603,528	432,155	760,900
380000/389999	Transfers/Debt Proceeds	4,119,058	3,515,520	3,228,575	1,379,849	2,699,453
399900/399999	Fund Balance/Net Position	-	34,828	1,766,408	-	196,798
	Total Revenues	$ 29,672,525	$ 32,348,187	$ 33,670,827	$ 19,419,566	$ 33,588,447

City of Miami Springs

Summary of all Funds
Fiscal Year 2025/26
Operating & Capital Outlay

Expenditures/Expenses by Fund

Fund #	Fund	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
001	General Fund	$ 20,624,471	$ 22,819,573	$ 23,890,935	$ 10,892,803	$ 24,418,788
135	Road and Transportation Fund	1,139,367	545,501	894,256	355,484	969,957
140	Senior Services Fund	1,314,307	1,444,108	1,425,804	592,992	1,546,708
145	Building Fund	1,162,976	1,141,602	1,239,290	609,849	1,251,401
201	Debt Service Fund	1,694,496	1,803,119	1,589,383	877,184	1,549,196
430	Sanitation Utility Fund	2,792,466	2,828,312	2,889,149	1,546,432	3,028,500
440	Stormwater Utility Fund	541,079	430,025	1,589,120	658,643	763,318
650	Law Enforcement Trust Fund	110,663	89,917	195,550	53,918	60,579
	Subtotal	$ 29,379,825	$ 31,102,157	$ 33,713,487	$ 15,587,305	$ 33,588,447
	Total Expenditures/Expenses	$ 29,379,825	$ 31,102,157	$ 33,713,487	$ 15,587,305	$ 33,588,447

Expenditures/Expenses by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 14,470,393	$ 15,517,292	$ 16,178,578	$ 7,443,712	$ 17,160,132
3000/3999	Contractual Services	3,230,907	3,564,478	3,455,835	1,411,737	4,356,287
4000/4999	Other Charges/Svcs	4,095,034	3,543,500	4,311,265	1,819,043	4,253,302
5000/5399	Commodities	1,428,611	1,405,160	1,855,183	770,149	1,997,800
5400/5999	Other Operating Expenses	1,769,028	2,328,817	3,138,811	1,700,320	1,799,851
	Subtotal	$ 24,993,973	$ 26,359,247	$ 28,939,672	$ 13,144,961	$ 29,567,372
6000/6999	Capital Outlay	$ 512,189	$ 628,654	$ 865,857	$ 495,174	$ 970,172
7000/7999	Debt Service	1,694,496	1,803,119	1,589,383	877,184	1,549,196
8000/8999	Transfer to Funds	2,179,167	2,311,137	2,318,575	1,069,986	1,501,707
	Total Expenditures/Expenses	$ 29,379,825	$ 31,102,157	$ 33,713,487	$ 15,587,305	$ 33,588,447

City of Miami Springs

Summary of COLA, Merit, Pension & Health Insurance Costs by Department & Fund

FY 2025/26

Department	COLA	%	Merit	%	Pension	%	Health Insurance	%
Office of the City Manager	$ 9,444	3%	$ -	0%	$ 42,626	4%	$ 28,522	2%
City Clerk's Office	6,916	2%	13,252	7%	26,560	3%	29,029	2%
Finance	14,509	5%	4,540	2%	50,653	5%	64,194	5%
Professional Services	1,607	1%	2,758	1%	6,088	1%	10,556	1%
Human Resources	5,131	2%	-	0%	23,732	2%	26,520	2%
Planning	380	0%	-	0%	1,372	0%	2,639	0%
Information Technology	3,370	1%	-	0%	12,346	1%	15,964	1%
Police - Executive	24,029	8%	-	0%	96,634	9%	102,232	7%
Police - Sworn (by contract)	142,033	48%	63,886	35%	453,590	43%	545,584	40%
Police - Civilians	22,684	8%	27,131	15%	73,940	7%	123,786	9%
Code	6,051	2%	5,000	3%	22,433	2%	41,189	3%
Parks and Recreation	16,735	6%	22,500	12%	65,469	6%	87,440	6%
Golf	17,502	6%	13,000	7%	70,761	7%	111,826	8%
Public Works	27,791	9%	31,854	17%	107,009	10%	186,862	14%
Total General Fund	**$ 298,183**	**100%**	**$ 183,921**	**100%**	**$ 1,053,212**	**100%**	**$ 1,376,343**	**100%**
Road and Transportation Fund	**$ 1,664**		**-**		**$ 6,187**		**$ 10,556**	
Senior Services Fund	**$ 5,969**		**-**		**$ 21,800**		**$ 37,076**	
Building Fund	**$ 8,912**		**$ 20,000**		**$ 34,344**		**$ 40,113**	
Sanitation Fund	**$ 17,506**		**-**		**$ 64,090**		**$ 137,488**	
Stormwater Fund	**$ 2,395**		**-**		**$ 8,694**		**$ 21,112**	
Total all funds	**$ 334,629**		**$ 203,921**		**$ 1,188,328**		**$ 1,622,688**	

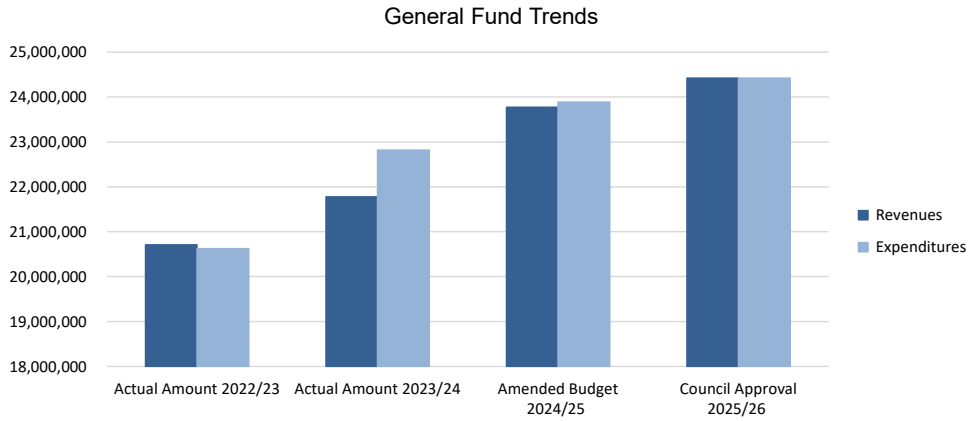
GENERAL FUND

City of Miami Springs

Summary of the General Fund - 001
Fiscal Year 2025/26
Operating & Capital Outlay

Fund Description

The General Fund accounts for resources and expenditures that are available for the City's general operations of City government functions.



Revenue Projections Summary

Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
Current Revenues	$ 20,709,000	$ 21,743,470	$ 23,542,070	$ 15,265,202	$ 24,418,788
Carryover	-	34,828	233,622	-	-
Total Revenues	$ 20,709,000	$ 21,778,298	$ 23,775,692	$ 15,265,202	$ 24,418,788

City of Miami Springs

General Fund - 001

Fiscal Year 2025/26
Expenditures Summary

Dept. Div #	Department	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
	-	-	0	-	152,949	
Operating Expe	-	20,709,000	21,813,126	24,009,314	15,418,151	
0101	City Council	$ 169,299	$ 193,187	$ 119,644	$ 52,843	$ 206,004
0201	City Manager	596,379	533,064	581,131	256,813	593,698
0601	City Attorney	223,485	273,368	275,976	90,208	253,755
0301-02	City Clerk/Passports	365,545	331,609	388,116	171,094	574,488
0501-02	Finance/Professional Services	881,621	903,793	995,443	452,405	974,345
0401	Human Resources	318,838	311,396	391,084	153,784	383,174
5301	Information Technology	405,963	425,134	345,346	217,443	410,550
0701	Planning	130,136	263,609	234,036	59,309	234,977
2001	Police	7,915,880	8,535,482	8,743,279	4,060,218	9,096,393
2401	Code Compliance	302,471	272,678	335,003	145,675	339,082
5701-05	Parks and Recreation	2,635,754	2,749,019	2,952,062	1,231,012	3,114,092
5401-07	Public Works	2,215,246	2,415,213	2,691,970	1,128,578	2,810,455
5706-08	Golf	1,772,498	2,672,230	2,653,413	1,308,261	2,955,895
	Subtotal	$ 17,933,115	$ 19,879,782	$ 20,706,503	$ 9,327,643	$ 21,946,909
Capital Outlay						
6000	City Council	$ -	$ -	$ -	$ -	$ -
6000	City Manager	-	-	-	-	-
6000	City Attorney	-	-	-	-	-
6000	City Clerk/Passports	-	2,924	5,700	-	18,000
6000	Finance/Professional Services	1,255	4,238	-	-	-
6000	Human Resources	-	-	-	-	-
6000	Information Technology	1,456	-	1,701	-	28,965
6000	Planning	-	-	-	-	-
6000	Police	229,190	317,587	635,395	434,630	188,460
6000	Code Compliance	-	-	-	-	-
6000	Parks and Recreation	162,817	199,195	170,700	11,533	353,000
6000	Public Works	5,510	65,063	52,361	32,161	130,000
6000	Golf	111,961	39,647	-	16,850	150,000
6000	CIP Reserve	-	-	-	-	101,747
	Subtotal	$ 512,189	$ 628,654	$ 865,857	$ 495,174	$ 970,172
	Transfer to Funds	$ 2,179,167	$ 2,311,137	$ 2,318,575	$ 1,069,986	$ 1,501,707
	Subtotal	$ 2,179,167	$ 2,311,137	$ 2,318,575	$ 1,069,986	$ 1,501,707
	Total	$ 20,624,471	$ 22,819,573	$ 23,890,935	$ 10,892,803	$ 24,418,788

City of Miami Springs

General Fund - 001

Fiscal Year 2025/26

Revenue Projections Summary by Category

Object Code	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
310000/319999	Locally Levied Taxes	$ 11,926,231	$ 12,933,870	$ 13,575,716	$ 10,478,786	$ 14,432,553
320000/329999	Licenses & Permits	1,268,279	1,258,012	1,140,500	484,607	1,176,500
330000/339999	Intergovernmental Revenues	2,201,511	2,144,443	2,625,130	897,200	2,145,000
340000/349999	Charges for Services	1,697,329	2,270,710	3,567,400	1,936,561	3,895,150
350000/359999	Fines & Forfeitures	1,283,163	1,333,900	1,229,500	620,187	1,293,085
360000/369999	Miscellaneous Revenues	459,465	627,010	493,824	392,861	666,500
380000/389999	Transfer from Funds	1,373,022	1,067,838	910,000	455,000	810,000
3810000	Loan Proceeds	500,000	107,687	-	-	-
399900/399999	Fund Balance	-	34,828	233,622	-	-
	Total Revenues	$ 20,709,000	$ 21,778,298	$ 23,775,692	$ 15,265,202	$ 24,418,788

Expenditures Summary by Category

Object Code	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 12,489,831	$ 13,375,861	$ 13,908,152	$ 6,418,955	$ 14,637,788
3000/3999	Contractual Services	1,805,903	2,149,117	2,039,759	855,640	2,479,833
4000/4999	Other Charges & Services	2,457,903	2,546,332	2,811,802	1,216,283	2,850,827
5000/5399	Commodities	659,130	678,531	1,138,308	489,913	1,211,510
5400/5499	Other Operating Expenses	520,348	694,356	452,436	152,949	283,978
7000/7999	Debt Service	-	435,585	391,346	193,903	631,346
	Total Operating Expenditures	$ 17,933,115	$ 19,879,782	$ 20,741,803	$ 9,327,643	$ 22,095,282
6000	Capital Outlay	$ 512,189	$ 628,654	$ 865,857	$ 495,174	$ 970,172
9000	Transfer to Funds	2,179,167	2,311,137	2,318,575	1,069,986	1,501,707
	Total Expenditures	$ 20,624,471	$ 22,819,573	$ 23,926,235	$ 10,892,803	$ 24,567,161

City of Miami Springs

General Fund - 001

Fiscal Year 2025/26

Revenue Projections Summary

Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
Fund Balance	$ -	$ 34,828	$ 233,622	$ -	$ -
Locally Levied Taxes					
Property Taxes	$ 9,505,410	$ 10,496,039	$ 11,379,716	$ 9,448,578	$ 12,209,553
Utility Taxes	1,618,339	1,654,107	1,400,000	640,643	1,443,000
Local Communications Tax	350,739	331,409	346,000	133,176	355,000
Local Option Fuel Tax	380,474	382,363	380,000	186,515	355,000
City Business Tax	71,269	69,952	70,000	69,874	70,000
Subtotal	$ 11,926,231	$ 12,933,870	$ 13,575,716	$ 10,478,786	$ 14,432,553
Licenses & Permits	1,268,279	1,258,012	1,140,500	484,607	1,176,500
Intergovernmental	2,201,511	2,144,443	2,625,130	897,200	2,145,000
Charges for Services	1,697,329	2,270,710	3,567,400	1,936,561	3,895,150
Fines & Forfeitures	1,283,163	1,333,900	1,229,500	620,187	1,293,085
Miscellaneous	459,465	627,010	493,824	392,861	666,500
Loan Proceeds	500,000	107,687	-	-	-
Interfund Transfers In	1,373,022	1,067,838	910,000	455,000	810,000
Subtotal	$ 8,782,769	$ 8,809,600	$ 9,966,354	$ 4,786,416	$ 9,986,235
Total Revenues	$ 20,709,000	$ 21,778,298	$ 23,775,692	$ 15,265,202	$ 24,418,788

Expenditures Summary by Department

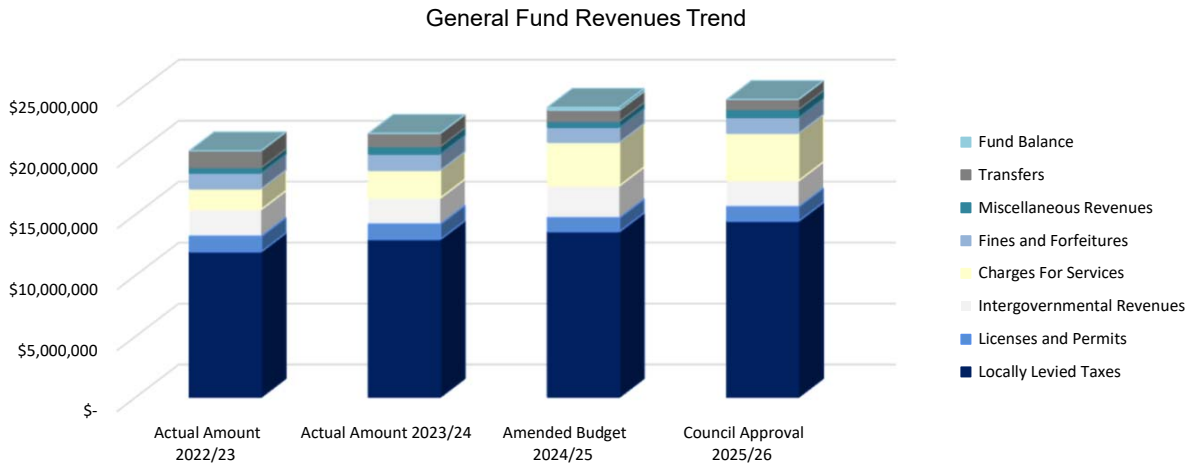
Object Code	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
0101	City Council	$ 169,299	$ 193,187	$ 119,644	$ 52,843	$ 206,004
0201	City Manager	596,379	533,064	581,131	256,813	593,698
0601	City Attorney	223,485	273,368	275,976	90,208	253,755
0301-02	City Clerk/Passports	365,545	331,609	388,116	171,094	574,488
0501-02	Finance/Professional Services	881,621	903,793	995,443	452,405	974,345
0401	Human Resources	318,838	311,396	391,084	153,784	383,174
5301	Information Technology	405,963	425,134	345,346	217,443	410,550
0701	Planning	130,136	263,609	234,036	59,309	234,977
2001	Police	7,915,880	8,535,482	8,743,279	4,060,218	9,096,393
2401	Code Compliance	302,471	272,678	335,003	145,675	339,082
5701-05	Parks and Recreation	2,635,754	2,749,019	2,952,062	1,231,012	3,114,092
5401-07	Public Works	2,215,246	2,415,213	2,691,970	1,128,578	2,810,455
5706-08	Golf	1,772,498	2,672,230	2,653,413	1,308,261	2,955,895
	Total Operating Expenditures	$ 17,933,115	$ 19,879,782	$ 20,706,503	$ 9,327,643	$ 21,946,909
	Capital Outlay Expenditures	512,189	628,654	865,857	495,174	970,172
	Interfund Transfers Out	2,179,167	2,311,137	2,318,575	1,069,986	1,501,707
	Total Expenditures/Uses	$ 20,624,471	$ 22,819,573	$ 23,890,935	$ 10,892,803	$ 24,418,788
Ending Fund Balance		$ 84,529	$ (1,006,447)	$ 118,379	$ 4,372,399	$ 0

City of Miami Springs

General Fund - 001

Fiscal Year 2025/26

Revenue Projections Summary by Category



Object #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
Locally Levied Taxes						
3110100	Ad Valorem Taxes-Current	$ 9,505,410	$ 10,496,039	$ 11,379,716	$ 9,448,578	$ 12,209,553
3124000	Local Option Fuel Tax	380,474	382,363	380,000	186,515	355,000
3141000	Utility Tax-Electric	1,316,861	1,331,653	1,150,000	516,480	1,193,000
3143000	Utility Tax-Water	257,821	261,069	200,000	101,134	200,000
3144000	Utility Tax-Gas	43,657	61,385	50,000	23,029	50,000
3150100	Local Communications Tax	350,739	331,409	346,000	133,176	355,000
3160100	City Business Tax	71,269	69,952	70,000	69,874	70,000
	Subtotal	$ 11,926,231	$ 12,933,870	$ 13,575,716	$ 10,478,786	$ 14,432,553
Licenses & Permits						
3231000	Franchise Fee-Electric	$ 1,042,476	$ 1,010,925	$ 927,000	$ 377,505	$ 953,000
3234000	Franchise Fee-Gas	44,974	52,963	32,000	20,219	40,000
3237000	Franchise Fee-Solid Waste	137,529	145,324	141,000	63,408	141,000
3291000	Other Fees	-	-	500	375	500
3291300	Zoning Review Fees	43,300	48,800	40,000	23,100	42,000
	Subtotal	$ 1,268,279	$ 1,258,012	$ 1,140,500	$ 484,607	$ 1,176,500
	CIP Reserve	-	-	-	-	-
Intergovernmental Revenues		14,928,454	15,912,640	16,322,716	11,674,079	$ 17,260,553
3351201	State Revenue Sharing	$ 690,239	$ 674,967	$ 665,639	$ 297,899	$ 680,000
3351500	Alcoholic Beverage License	9,747	9,013	10,000	175	10,000
3351700	Fuel Tax Refund	6,129	15,236	12,000	3,535	12,000
3351800	Half Cent Sales Tax	1,477,604	1,429,512	1,417,491	591,354	1,425,000
3372022	Grants	-	-	500,000	-	-
3160200	County Business Tax	17,792	15,715	20,000	4,237	18,000
	Subtotal	$ 2,201,511	$ 2,144,443	$ 2,625,130	$ 897,200	$ 2,145,000

City of Miami Springs

General Fund - 001

Fiscal Year 2025/26

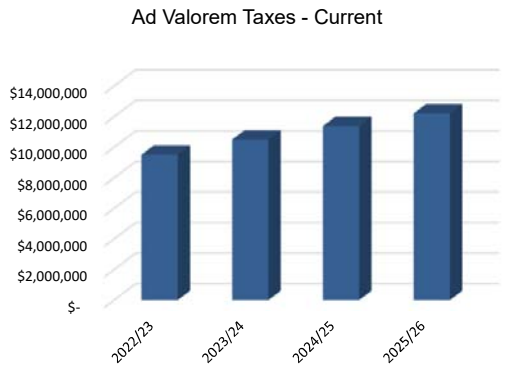
Revenue Projections Summary by Category

Object #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
Charges For Services						
3421002	Police School Crossing Guards/Other	$ 19,153	$ 19,290	$ 18,000	$ 4,702	$ 18,000
3419500	Lien Search Fees	23,050	23,600	20,000	12,900	20,000
347XXXX	Parks & Recreation Fees	552,225	627,532	487,300	177,077	508,300
348XXXX	Golf Course Fees	1,073,230	1,582,995	2,972,100	1,734,400	3,171,600
349XXXX	Other Charges for Services	29,671	17,293	20,000	7,482	27,250
349XXXX	Passports	-	-	50,000	-	150,000
	Subtotal	$ 1,697,329	$ 2,270,710	$ 3,567,400	$ 1,936,561	$ 3,895,150
Fines & Forfeitures						
3511000	County Court Fines	$ 161,247	$ 193,465	$ 145,000	$ 92,429	$ 150,000
3510400	Code Violation Fines	113,580	67,150	50,000	56,853	60,000
3511501	Red Light Camera Program	985,894	1,059,027	1,000,000	462,139	950,000
3511504	School Zones Fines	-	-	-	-	113,085
351XXXX	Other Fines	22,442	14,258	34,500	8,766	20,000
	Subtotal	$ 1,283,163	$ 1,333,900	$ 1,229,500	$ 620,187	$ 1,293,085
Miscellaneous Revenues						
3611000	Interest Earnings	$ 192,459	$ 336,324	$ 225,574	$ 158,702	$ 225,000
362XXXX	Rent and Royalties	226,213	193,759	210,000	155,664	226,500
3650000	Sale of Assets	5,725	11,806	10,000	-	160,000
3660000	Donations	-	-	-	-	-
3699000	Misc. Revenues	35,068	85,121	48,250	78,495	55,000
	Subtotal	$ 459,465	$ 627,010	$ 493,824	$ 392,861	$ 666,500
Transfers						
3819145	Transfer from Building Fund	$ 407,153	$ 408,210	$ 450,000	$ 225,000	$ 450,000
3819310	Transfer from Capital Projects Fund	435,869	129,628	-	-	-
3819430	Transfer from Sanitation Fund	470,000	470,000	400,000	200,000	300,000
3819440	Transfer from Stormwater Fund	60,000	60,000	60,000	30,000	60,000
	Subtotal	$ 1,373,022	$ 1,067,838	$ 910,000	$ 455,000	$ 810,000
Loan Proceeds						
3841000	Loan Proceeds	$ 500,000	$ 107,687	$ -	$ -	$ -
	Subtotal	$ 500,000	$ 107,687	$ -	$ -	$ -
Fund Balance						
38989999	Carryover	$ -	$ 34,828	$ 233,622	$ -	$ -
	Subtotal	$ -	$ 34,828	$ 233,622	$ -	$ -
	Total General Fund Revenue	$ 20,709,000	$ 21,778,298	$ 23,775,692	$ 15,265,202	$ 24,418,788

City of Miami Springs

General Fund - 001
Fiscal Year 2025/26
Revenue Projection Rationale

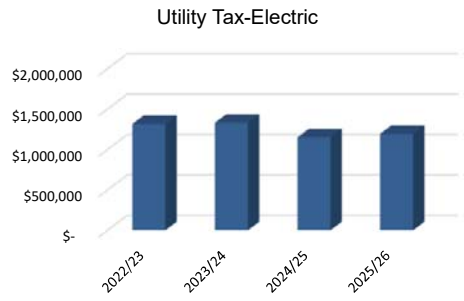
Object Code #	Category	Council Approval 2025/26	Comment
3110100	Ad Valorem Taxes-Current	$ 12,209,553	Ad Valorem or property taxes are authorized by Chapter 166, Florida Statutes. The Florida Constitution limits local governments to a maximum of 10 mills of Ad Valorem taxation. The amount of revenue is based on the tax rate multiplied by the assessed value of the City which is provided by the County Property Appraiser. The amount is then budgeted at 95% of its gross value to allow for prompt payment discounts and other adjustments in accordance with Florida Statutes. The City's assessed value as reported by the County Property Appraiser is $1,887,248,316. This amount is $141,089,585 or 8.1% more than last year. The ad valorem millage levy for fiscal year 2025/26 is recommended to be 6.81, which is lower than the 6.86 adopted last year. This will generate $12,209,553 compared to last year's amount of $11,379,716.
3124000	Local Option Fuel Tax	355,000	Based on State estimates and actual collections for the past year.



City of Miami Springs

General Fund - 001
Fiscal Year 2025/26
Revenue Projection Rationale

Object Code #	Category	Council Approval 2025/26	Comment
3141000	Utility Tax-Electric	1,193,000	Section 166.231(1)(A), Florida Statutes, authorizes a City to collect Public Service or Utility Taxes. The projection is based on actual collections for the past year.
3143000	Utility Tax-Water	200,000	Section 166.231(1)(A), Florida Statutes, authorizes a City to collect Public Service or Utility Taxes. The projection is based on actual collections for the past year.
3144000	Utility Tax-Gas	50,000	Section 166.231(1)(A), Florida Statutes, authorizes a City to collect Public Service or Utility Taxes. The projection is based on actual collections for the past year.
3149000	Communications Services Tax	355,000	Effective October 1, 2001, the Communications Services Tax replaced municipal utility taxes and franchise fees on all telecommunication, cable and other communication services. The projection is based on actual collections in the current fiscal year.
3161000	City Business Tax	70,000	Pursuant to Chapter 205, Florida Statutes, the City has adopted an ordinance imposing a business tax for the privilege of engaging in or managing any business, profession or occupation within the City. The amount budgeted is based on anticipated collections in the current fiscal year.



City of Miami Springs

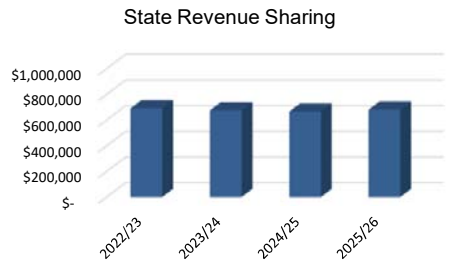
General Fund - 001
Fiscal Year 2025/26
Revenue Projection Rationale

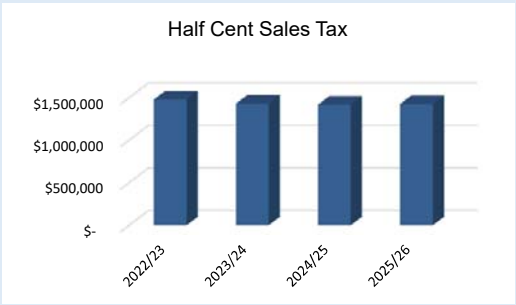
Object Code #	Category	Council Approval 2025/26	Comment
3231000	Franchise Fee-Electric	953,000	On July 14, 2003, the City adopted a new FPL Franchise Agreement (Ordinance No. 899-2003), which is anticipated to generate additional revenue for the City. The amount budgeted is based on anticipated collections in the current fiscal year.
3234000	Franchise Fee-Gas	40,000	A City may charge gas companies for the use of its rights-of -way per Florida Statutes 166.021 and 337.401. The projected amount is based on historical collections.
3237100	Franchise Fee-Solid Waste	141,000	The City issues solid waste franchises to the private sector for all areas of the City. In addition a fee of 10.5% was adopted for the private waste haulers. The amount projected is based on historical collections.
3291000	Other Fees	500	Fees charged for the various zoning reviews.
3291300	Zoning Review Fees	42,000	Fees charged for the various zoning reviews.

City of Miami Springs

General Fund - 001
Fiscal Year 2025/26
Revenue Projection Rationale

Object Code #	Category	Council Approval 2025/26	Comment
3351200	State Revenue Sharing	680,000	Revenues received in this category represent base cigarette tax and 8th cent motor fuel tax which are levied by the State. The amount budgeted is conservative and considers the actual collections in the current fiscal year and projected activity for next year.
3351500	Alcoholic Beverage License	10,000	Various alcoholic beverage license taxes are levied on manufacturers, distributors, vendors and sales agents of alcoholic beverages in the State. The tax is collected by the State and distributed back to the City.
3351700	Fuel Tax Refund	12,000	The City receives reimbursement from the State for fuel taxes based on usage reports.
3351800	Half Cent Sales Tax	1,425,000	This revenue source represents ½ of the revenue generated by the additional 1% sales tax which is distributed to counties and cities based on a per capita formula. The amount budgeted is conservative and considers the actual collections in the current fiscal year and projected activity for next year.





City of Miami Springs

General Fund - 001
Fiscal Year 2025/26
Revenue Projection Rationale

Object Code #	Category	Council Approval 2025/26	Comment
3382000	County Business Tax	18,000	All businesses in the City must pay a County Business Tax in addition to the City's Business Tax to operate a business within the County's corporate limits. A portion of the County's revenues are remitted to the City.
3421002	Police School Crossing Guards	18,000	The City receives reimbursement from MDC for crossing guards.
3419500	Lien Search Fees	20,000	Revenue resulting from requests for City lien searches
347XXXX	Parks & Recreation Fees	508,300	Fees charged for all parks and recreation activities and various programs.
348XXXX	Golf Course Fees	3,171,600	Fees charged for the various activities at the Golf Course.
349XXXX	Other Charges for Services	27,250	Fees for other services the City provides to the residents.
349XXXX	Passports	150,000	Fees for other services the City provides to the residents.
3511000	County Court Fines	150,000	The City receives a portion of the revenues resulting from traffic enforcement activities within its City limits.
3510400	Code Violation Fines	60,000	Revenues in this category are generated when the owner of property within the City limits violates a City code.
3511501	Red Light Camera Program	950,000	Revenues generated from the Intersection Safety Camera Program. Projection is based on historical data.
3511504	School Zones Fines	113,085	Revenues generated from the School Zones Fines is based on estimated data.
351XXXX	Other Fines	20,000	Revenues in this category are generated from disabled parking tickets and red light hearing fees.
3611000	Interest Earnings	225,000	Determining factors in forecasting revenue for this line item are the anticipated interest rate and the amount of pooled dollars available for investment.
362XXXX	Rent and Royalties	226,500	Revenues in this account are from the cellular tower, MDC Fire, MDC library and bus benches.
3650000	Sale of Assets	160,000	Revenue resulting from the sale of old/obsolete and surplus assets.
3699000	Misc. Revenues	55,000	Any other revenues not otherwise classified.
3819145	Transfer from Building Fund	450,000	This amount represents the costs for the services that are provided to the Building Fund from the Departments in the General Fund.
3819430	Transfer from Sanitation Fund	300,000	This amount represents the costs for the services that are provided to the Sanitation Fund from the Departments in the General Fund.
3819440	Transfer from Stormwater Fund	60,000	This amount represents the costs for the services that are provided to the Stormwater Fund from the Departments in the General Fund.
	Total Revenues	**$ 24,418,788**	

City of Miami Springs

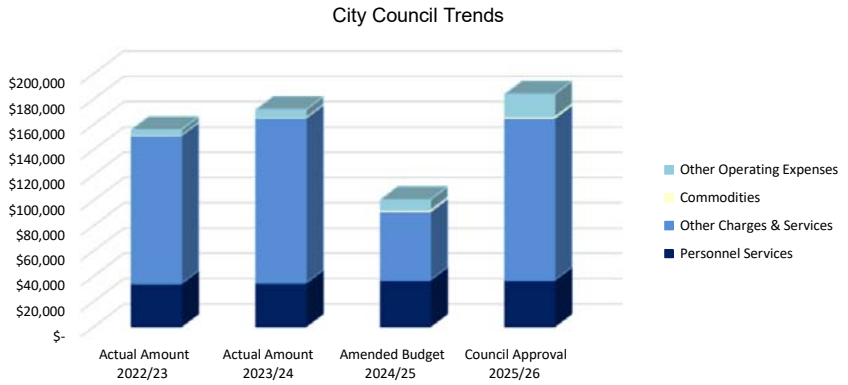
City Council

Fiscal Year 2025/26

Departmental Budget Summary

Department Description

The mission of the City Council is to provide leadership and direction for the City, to assure the present and future fiscal integrity of the municipal government, to represent the short and long-term interests of the City, and to promote quick, courteous responses to residents' concerns.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 33,913	$ 34,317	$ 36,634	$ 17,134	36,594
3000/3999	Contractual Services	13,720	21,724	19,380	7,299	22,380
4000/4999	Other Charges & Services	117,161	130,636	54,230	23,306	128,130
5000/5399	Commodities	124	357	1,250	9	1,250
5400/5499	Other Operating Expenses	4,381	6,153	8,150	5,095	17,650
	Total Expenditures	$ 169,299	$ 193,187	$ 119,644	$ 52,843	206,004

City of Miami Springs

City Council

Fiscal Year 2025/26

001-0101-511

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Council Salaries	$ 31,425	$ 31,800	$ 31,800	$ 15,900	$ 31,800	$ -	0.00%
2100	FICA	2,404	2,433	4,750	1,216	4,750	-	0.00%
2301	Health, Life & Disability	-	-	-	-	-	-	0.00%
2400	Workers' Compensation	84	84	84	18	43	(41)	-48.33%
	Subtotal	$ 33,913	$ 34,317	$ 36,634	$ 17,134	36,594	(40)	-0.11%
Contractual Services								
3400	Other Cont. Services	13,720	21,724	19,380	7,299	$ 22,380	3,000	15.48%
	Subtotal	$ 13,720	$ 21,724	$ 19,380	$ 7,299	$ 22,380	(14,425)	-74.43%
Other Charges & Services								
4000	Travel & Per Diem	$ 12,972	$ 11,069	$ 12,300	$ 5,760	$ 23,200	10,900	88.62%
4101	Communication Services	8,322	6,056	4,280	1,782	4,280	-	0.00%
4700	Printing & Binding	548	1,769	3,250	63	3,450	200	6.15%
4800	Advertising and Promotions	95,319	111,742	34,400	15,701	97,200	62,800	182.56%
	Subtotal	$ 117,161	$ 130,636	$ 54,230	$ 23,306	128,130	73,900	136.27%
Commodities								
5100	Office Supplies	$ 74	$ 357	$ 750	$ -	$ 750	-	0.00%
5200	Operating Supplies	50	-	500	9	500	-	0.00%
	Subtotal	$ 124	$ 357	$ 1,250	$ 9	1,250	-	0.00%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ 1,918	$ 5,842	$ 5,600	$ 5,023	$ 15,100	9,500	169.64%
5800	Training	110	75	500	-	500	-	0.00%
5900	Miscellaneous	2,353	236	2,050	72	2,050	-	0.00%
	Subtotal	$ 4,381	$ 6,153	$ 8,150	$ 5,095	$ 17,650	9,500	116.56%
							Overall	
	Total City Council	$ 169,299	$ 193,187	$ 119,644	$ 52,843	206,004	$ 86,360	72.18%

Personnel Summary						Change
Mayor	1.0	1.0	1.0	1.0	1.0	-
Councilmember	1.0	1.0	1.0	1.0	1.0	-
Councilmember	1.0	1.0	1.0	1.0	1.0	-
Councilmember	1.0	1.0	1.0	1.0	1.0	-
Councilmember	1.0	1.0	1.0	1.0	1.0	-
Department Total	5.0	5.0	5.0	5.0	5.0	-

City of Miami Springs

City Council

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1210	Council Salaries	$ 31,800	(1) Mayor & (4) Councilmembers
2101	FICA	4,750	Social Security & Medicare taxes
2301	Health, Life & Disability	-	Estimated annual employee costs for health, dental, life insurance benefits
2401	Workers' Compensation	43	Allocated cost of workers' compensation premiums paid
3400	Other Cont. Services	22,380	Zoom, Comcast Internet, Full Moon A/V Services
4000	Travel & Per Diem	23,200	Tallahassee Trips, Dade Days, MDCLC&FLC Events, DC Federal FlyupNMLC Events
4101	Communication Services	4,280	Includes all of Council's Phones and Tablets
4700	Printing & Binding	3,450	Includes Business Cards, Proclamation Frames, Trophy World Awards, General Frames
4800	Advertising and Promotions	97,200	Circle Events, Stafford Golf Tourn., Employee Holiday Lunch, Police Appreciation Dinner, Optimist BBQ Donation, Classic Car Show, Community Shred Day, Historical Society Storage Fees, Promotional Goods for Events, Centennial Events
5100	Office Supplies	750	Supplies: Folders, pens, pencil, supplies Council Mtg. Supplies
5200	Operating supplies	500	Cell phone tablet cables, cases, and miscellaneous
5410	Subscriptions & Memberships	15,100	FLC, MDCLC, NLCM
5800	Training	500	IEO trainings
5900	Miscellaneous	2,050	Shirts, Professional Photos
	Total City Council	$ 206,004	

1. Represent the citizens of Miami Springs in an effective and efficient manner through policy making that meets and anticipates the needs of the City.

2. Enhance community spirit and promote community involvement through use of City boards and committees.

3. Meet regularly to discuss and decide current issues within the City and allow citizens a forum to participate in the policies affecting their City.

4. Support all City boards and committees and ensure that all vacant posts are filled.

City of Miami Springs

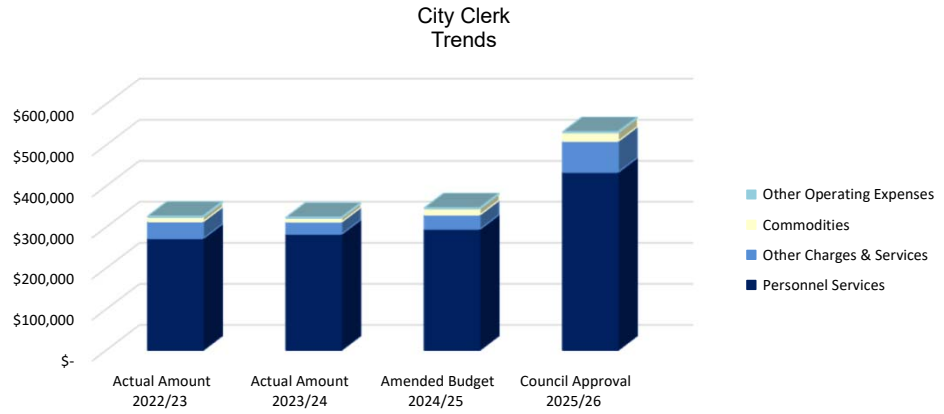
City Clerk

Fiscal Year 2025/26

Departmental Budget Summary

Department Description

The mission of the City Clerk's office is committed to serving the public, the City Council, and all City Departments by striving for excellence in the preservation and management of all City records and assist in the accessibility to Public Records; to conduct all City Clerk related services with accuracy in a courteous and expeditious manner, providing the means for citizens to participate in local government.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 272,179	$ 282,511	$ 294,721	$ 138,872	$ 433,635
3000/3999	Contractual Services	38,929	7,905	41,400	8,440	42,400
4000/4999	Other Charges & Services	41,052	29,730	34,940	18,856	75,403
5000/5399	Commodities	10,679	9,067	14,750	4,622	20,850
5400/5499	Other Operating Expenses	2,706	2,396	2,305	304	2,200
	Total Expenditures	$ 365,545	$ 331,609	$ 388,116	$ 171,094	$ 574,488

City of Miami Springs

City Clerk

Fiscal Year 2025/26

001-0301-513

Object Code #	Category	458,911	380,707	481,511	203,316	715,341	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 195,892	$ 210,190	$ 221,880	$ 102,765	$ 252,715	$ 30,835	13.90%
1300	Part Time Salaries	-	-	-	-	-	-	0.00%
1400	Overtime	1,996	1,600	-	1,196	-	-	0.00%
2100	FICA	14,265	15,897	16,974	7,953	19,333	2,359	13.90%
2201	Pension	18,603	19,305	23,120	11,570	26,560	3,440	14.88%
2301	Health, Life & Disability	40,943	35,003	32,165	15,280	31,960	(205)	-0.64%
2400	Workers' Compensation	480	516	582	108	345	(237)	-40.72%
	Subtotal	$ 272,179	$ 282,511	$ 294,721	$ 138,872	$ 330,913	36,192	12.28%
Contractual Services								
3400	Other Cont. Services	$ 38,929	$ 7,905	$ 41,400	$ 8,440	$ 42,400	1,000	2.42%
	Subtotal	$ 38,929	$ 7,905	$ 41,400	$ 8,440	$ 42,400	1,000	2.42%
Other Charges & Services								
4000	Travel & Per Diem	$ 3,039	$ 2,319	$ 3,500	$ 1,039	$ 4,000	500	14.29%
4101	Communication Services	3,897	3,404	3,331	1,934	3,331	-	0.00%
4103	Postage	-	-	800	-	-	(800)	-100.00%
4402	Rentals and Leases	4,490	2,736	2,850	1,185	2,850	-	0.00%
4530	Insurance	5,055	3,640	5,159	2,352	4,372	(787)	-15.25%
4650	R&M	2,800	-	6,200	350	7,700	1,500	24.19%
4700	Printing & Binding	2,840	7,305	6,100	5,245	6,100	-	0.00%
4800	Advertising and Promotions	18,931	10,326	7,000	6,751	8,000	1,000	14.29%
	Subtotal	$ 41,052	$ 29,730	$ 34,940	$ 18,856	$ 36,353	1,413	4.04%
Commodities								
5100	Office Supplies	$ 2,947	$ 4,255	$ 7,600	$ 2,073	$ 7,600	-	0.00%
5200	Operating Supplies	7,732	4,812	7,150	2,549	6,650	(500)	-6.99%
	Subtotal	$ 10,679	$ 9,067	$ 14,750	$ 4,622	$ 14,250	(500)	-3.39%
Other Operating Expenses								
5410	Subscriptions & Memberships	$ 2,042	$ 1,960	$ 1,305	$ 304	$ 1,200	(105)	-8.05%
5800	Training	664	436	1,000	-	1,000	-	0.00%
	Subtotal	$ 2,706	$ 2,396	$ 2,305	$ 304	$ 2,200	(105)	-4.56%
							Overall	
	Total City Clerk	$ 365,545	$ 331,609	$ 388,116	$ 171,094	$ 426,116	$ 38,000	9.79%
Passports Division (0302)								
Personnel Services								
1200	Employee Salaries	$ -	$ -	$ -	$ -	$ 52,235	52,235	100.00%
1300	Part Time Salaries	-	-	-	-	35,360	35,360	100.00%
1400	Overtime	-	-	-	-	-	-	0.00%
2100	FICA	-	-	-	-	6,701	6,701	0.00%
2201	Pension	-	-	-	-	5,490	5,490	0.00%
2301	Health, Life & Disability	-	-	-	-	2,817	2,817	0.00%
2400	Workers' Compensation	-	-	-	-	119	119	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ 102,722	102,722	100.00%
Other Charges & Services								
4103	Postage	$ -	$ -	$ -	$ -	$ 20,000	20,000	100.00%
4301	Utilities	-	-	-	-	2,250	2,250	100.00%
4402	Rentals and Leases	-	-	-	-	16,800	16,800	100.00%
	Subtotal	$ -	$ -	$ -	$ -	$ 39,050	39,050	100.00%
Commodities								
5100	Office Supplies	$ -	$ -	$ -	$ -	$ 3,300	3,300	100.00%
5200	Operating Supplies	-	-	-	-	3,300	3,300	100.00%
	Subtotal	$ -	$ -	$ -	$ -	$ 6,600	6,600	100.00%
							Overall	
	Total Passports	$ -	$ -	$ -	$ -	$ 148,372	$ 148,372	100.00%

Personnel Summary						Change
City Clerk	1.0	1.0	1.0	1.0	1.0	-
Deputy City Clerk/Public Information Officer	1.0	1.0	1.0	1.0	1.0	-
Admin. Asst to City Clerk	0.75	0.75	0.75	0.75	0.75	-
Lead Passport Acceptance Agent	-	-	-	-	1.00	1
Passport Acceptance Agent	-	-	-	-	0.50	0.50
Receptionist	-	1.0	-	-	-	-
Department Total	2.75	3.75	2.75	2.75	4.25	1.50

City of Miami Springs

City Clerk's Office

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1200	Employee Salaries	$ 252,715	(1) City Clerk, (1) Deputy City Clerk & (1) Assistant to the City Clerk (Allocated 25% with to the Planning Department)
1300	Part Time Salaries	-	(1) Part Time Clerk for passports
1400	Overtime	-	Estimated overtime costs
2101	FICA	19,333	Social Security & Medicare taxes
2201	Pension	26,560	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	31,960	Estimated annual employee costs for health, dental, life insurance benefits
2400	Workers' Compensation	345	Allocated cost of workers' compensation premiums paid
3400	Other Cont. Services	42,400	2025 Election, storage, shred day onsite, scanning
4000	Travel & Per Diem	4,000	FACC Conferences Fall & Summer for staff
4101	Communication Services	3,331	City Clerk Cell Phone
4103	Postage	-	Postage
4402	Rentals and Leases	2,850	Toshiba Supplies
4530	Insurance	4,372	General liability, automotive, and property insurance
4650	R&M	7,700	Laserfiche ADS Maintenance & Licenses, CivicPlus, CP Agenda Mgmt
4700	Printing & Binding	6,100	Municode Codification, Ordinance on Web, Municode on Internet
4800	Advertising and Promotions	8,000	Gazette, Herald
5100	Office Supplies	7,600	Staples, Office Depot, Copy Paper for City (All Departments)
5200	Operating Supplies	6,650	Toshiba Copier Rental/Printers/Copies, ReadyFresh Water, Simplifile, AllSigns
5410	Subscriptions & Memberships	1,200	FACC, IIMC, MDCMCA, Miami Herald
5800	Training	1,000	Seminars and Trainings
	Total City Clerk's Office	$ 426,116	

City Clerk's Office
Fiscal Year 2025/26
Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
Passports			
1200	**Employee Salaries**	$ **52,235**	(1) Full Time Clerk for passports
1300	**Part Time Salaries**	**35,360**	(1) Part Time Clerk for passports
1400	**Overtime**	**-**	Estimated overtime costs
2101	**FICA**	**6,701**	Social Security & Medicare taxes
2201	**Pension**	**5,490**	Estimated pension contribution paid by the City for each full-time General employee
2301	**Health, Life & Disability**	**2,817**	Estimated annual employee costs for health, dental, life insurance benefits
2400	**Workers' Compensation**	**119**	Allocated cost of workers' compensation premiums paid
4103	**Postage**	**20,000**	Postage
4301	**Utilities**	**2,250**	Office space utilities
4402	**Rentals and Leases**	**16,800**	Office space rent
5100	**Office Supplies**	**3,300**	Staples, Office Depot
5200	**Operating Supplies**	**3,300**	Various operating supplies
	Total Passports	$ **148,372**	

City of Miami Springs

City Clerk's Office

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Compile and distribute all agenda documents for the City Council meetings, special meetings, and advisory boards and transcribe accurate minutes of all proceedings.
2. Create and maintain accurate minutes of all meetings held by the City Council in its legislative and quasi-judicial capacity.
3. Publish and post all notices of public proceedings as required.
4. Act as the records custodian for the City and disseminate information to the public as necessary.
5. Serve as Supervisor of Elections for the City's local elections.
6. Create, maintain, and monitor list of Citywide scanning projects with all departments to ensure completion and compliance.
7. Distribute “Welcome Packet” to new members of advisory boards that include purpose, rules and procedures for boards as directed by the City Code.
8. Continue to maintain an organized public records management system, utilizing document imaging as appropriate, in order to provide public records in a timely and reasonable manner.
9. Continue to administer the review the codification of the City Charter and Code through contract with Municipal Code Corporation.
10. Continue to provide assistance to all departments concerning City needs.

Performance Measures and Scorecard

	Performance Measures	City Clerk's Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Council Paper Agenda Packets	1	32	28	28	30
	Council Electronic Agenda Packets	1	32	28	28	30
	Public Records Request Processed	4	350	400	450	500
	Legal Ads Published	3	32	28	25	30
	Council Meetings Attended	1	32	28		30
	Council Minutes Transcribed	2	32	28	28	30
	Summary Actions Prepared	1	7	14	12	15
	Bid Openings Witnessed	10	4	5	2	3
	Elections Supervised	5	1	-	1	-
	Documents Notarized	10	628	705	700	750
	Codified Ordinance Supplements	9	2	1	2	2
	Ordinances Adopted	1	3	6	5	5
	Resolutions Adopted	1	70	96	60	75
	Vehicle Tag and Title Applications	10	5	7	10	10
	News bulletin Preparation	10	12	12	12	12
	Advisory Board Meetings Attended	1	38	41	40	40
	Advisory Board Meetings Transcribed	1	38	41	40	40
	Advisory Board - Attendance Reports	1	38	41	40	40
	Proclamations, Certificates and Awards	1	80	89	75	80
	Public Notices Posted - Clerk	3	70	75	70	70
	Release of Liens Executed	10	59	25	25	25
	Number of Documents Shredded (in Cu. Ft.)	6, 8	500	500	500	500
	Number of Documents Scanned	6, 8	811,207	1,082,074	1,003,087	1,000,000
	Website Updates	10	483	174	180	190
	Passports Processed		-	-	1005 (Apr)	2000
	Photos Taken		-	-	600	1000

City of Miami Springs

Office of the City Manager
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

In order to ensure the Quality of Life the residents of Miami Springs have historically enjoyed; the Mission of the Office of the City Manager is to protect that quality and manage change through the following:
To provide the most effective means of implementing the policies of the City Council and delivering Personnelized services to the residents of Miami Springs, all within a budget that emphasizes fiscal constraint; to direct and oversee the activities of the various department directors to ensure the activities of their staff reflect this vision; and to foster an atmosphere that inspires creative solutions to the various issues we face daily.

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 455,857	$ 403,583	$ 413,523	$ 193,926	$ 426,285
3000/3999	Contractual Services	109,287	96,000	117,000	45,000	117,000
4000/4999	Other Charges & Services	21,768	23,677	40,158	12,808	39,963
5000/5399	Commodities	7,977	5,982	5,500	2,981	5,500
5400/5499	Other Operating Expenses	1,490	3,822	4,950	2,098	4,950
	Total Expenditures	$ 596,379	$ 533,064	$ 581,131	$ 256,813	$ 593,698

City of Miami Springs

Office of the City Manager

Fiscal Year 2025/26

001-0201-512

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 361,726	$ 307,132	$ 316,301	$ 146,768	$ 325,995	$ 9,694	3.06%
2100	FICA	22,268	23,623	24,197	10,218	24,939	742	3.07%
2201	Pension	47,848	39,812	41,246	21,342	42,626	1,380	3.35%
2301	Health, Life & Disability	23,403	32,248	30,949	15,442	32,280	1,331	4.30%
2400	Workers' Compensation	612	768	830	156	445	(385)	-46.39%
	Subtotal	$ 455,857	$ 403,583	$ 413,523	$ 193,926	$ 426,285	12,762	3.09%
Contractual Services								
3100	Prof. Services	$ 109,287	$ 96,000	$ 117,000	$ 45,000	$ 117,000	-	0.00%
	Subtotal	$ 109,287	$ 96,000	$ 117,000	$ 45,000	$ 117,000	-	0.00%
Other Charges & Services								
4000	Travel & Per Diem	$ 9,015	$ 13,551	$ 17,600	$ 7,290	$ 18,600	1,000	5.68%
4002	Car Allowance	-	-	9,600	-	9,600	-	0.00%
4101	Communication Services	6,338	4,726	4,600	2,170	4,600	-	0.00%
4103	Postage	-	-	82	-	82	-	0.00%
4402	Rentals and Leases	-	-	440	-	440	-	0.00%
4530	Insurance	6,415	5,400	7,836	3,348	6,641	(1,195)	-15.25%
	Subtotal	$ 21,768	$ 23,677	$ 40,158	$ 12,808	$ 39,963	(195)	-0.49%
Commodities								
5100	Office Supplies	$ -	$ -	$ 500	$ -	$ 500	-	0.00%
5200	Operating Supplies	7,977	5,982	5,000	2,981	5,000	-	0.00%
	Subtotal	$ 7,977	$ 5,982	$ 5,500	$ 2,981	$ 5,500	-	0.00%
Other Operating Expenses								
5410	Subscriptions & Memberships	$ 1,490	$ 3,087	$ 4,450	$ 2,098	$ 4,450	-	0.00%
5800	Training	-	735	500	-	500	-	0.00%
	Subtotal	$ 1,490	$ 3,822	$ 4,950	$ 2,098	$ 4,950	-	0.00%
							Overall	
	Total City Manager	$ 596,379	$ 533,064	$ 581,131	$ 256,813	$ 593,698	$ 12,567	2.16%

	Personnel Summary					Change
City Manager	1.0	1.0	1.0	1.0	1.0	-
Assistant City Manager	1.0	1.0	1.0	1.0	1.0	-
Department Total	2.00	2.00	2.00	2.00	2.00	-

City of Miami Springs

Office of the City Manager

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1201	Employee Salaries	$ 325,995	(1) City Manager, & (1) Assistant City Manager
2101	FICA	24,939	Social Security & Medicare taxes
2201	Pension	42,626	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	32,280	Estimated annual employee costs for health, dental, life insurance benefits
2401	Workers' Compensation	445	Allocated cost of workers' compensation premiums paid
3100	Prof. Services	117,000	Federal Lobbyist ($36,000) , Local Lobbyist ($45,000), Bell Tower Grant Writer ($36,000)
4000	Travel & Per Diem	18,600	ICMA Conference, FCCMA Conference and Legislative Sessions (Tallahassee)
4041	Car Allowance	9,600	Car Allowance
4101	Communication Services	4,600	DMS Div. of Communications- SunCom ($435) and Verizon Wireless ($1030), Comcast Internet- CM ($1700), Cable ($1440) for department
4103	Postage	82	Pitney Bowes Postage
4420	Leased Equipment	440	Pitney Bowes Lease ($17), Toshiba Printers ($420)
4530	Insurance	6,641	General liability, automotive, and property insurance
5100	Office Supplies	500	General office supplies
5200	Operating Supplies	5,000	Costs associated with day to day work Toshiba Desktop printers
5410	Subscriptions & Memberships	4,450	Memberships for the following: Florida City & County Manager's Association- FCCMA ($453.00), International City Management Association- ICMA ($1200.00), Miami-Dade City & County Management Association ($1000.00), ASCAP ($434.00) & other miscellaneous subscriptions.
5800	Training	500	Continuing Education Classes and Trainings
	Total Office of the City Manager	$ 593,698	

City of Miami Springs

Office of the City Manager

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Provide completed reports and recommendations on a timely basis upon which the City Commission can make policy decisions
2. Prepare and submit budget to the City Council by August of each year
3. Provide effective and Professional administrative policies and programs
4. Effectively administer the budget priorities and goals established by the City Council
5. Provide leadership in the daily administration of the City government and assure fair, friendly and consistent treatment to all employees, residents and other customers of the C
6. Continue to pursue the improvement of existing recreation facilities and identify those facilities that have outlived their useful life.
7. Continue to work with the Council on our strategic plan so that the City may engage in longer term planning and budgeting for future growth.
8. Review all agenda items submitted by the departments for Council approval.
9. Consult with the City Attorney on a regular basis to ensure that proposed courses of action are within the law.
10. Provide timely responses to questions and concerns to both Council and residents.
11. Consider minimal rate increases in revenue producing activities such as the driving range, cart rentals, greens fees, aquatic center admissions, tennis center admissions, etc., so that the users of these facilities share a greater cost for such use.
12. Continue in a more pro-active role with our new downtown, NW 36th Street and Abraham Districts.
13. Meet with business and property owners of our commercial districts to listen to their concerns and identify those areas where the City can be of assistance.
14. Review all past marketing and revitalization studies to glean the proper information common to each as they relate to the formulation of solutions offered by the downtown improvements consultant.
15. Finalize a comprehensive plan for our recreation facilities that will best achieve a maximization of personnel and minimize the duplication of functions.
16. Continue to reduce costs and increase revenues
17. Oversee capital projects

Performance Measures and Scorecard

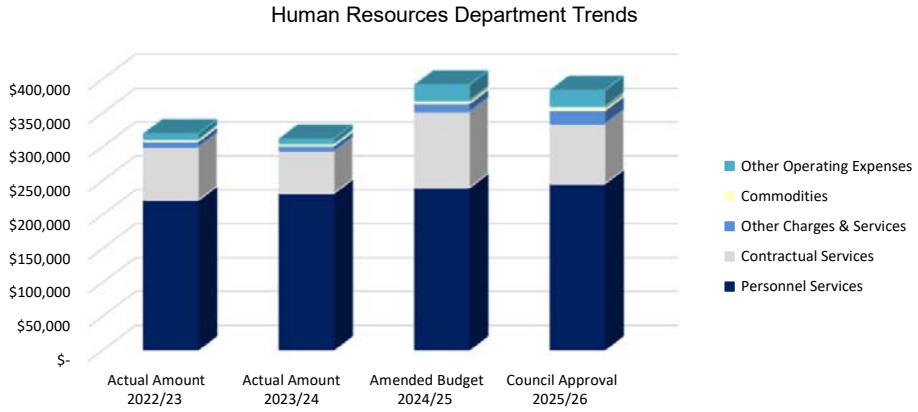
	Performance Measures	City Manager's Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Number of resolutions reviewed	8	80	80	As needed	As needed
	Number of ordinances reviewed	8	6	6	As needed	As needed
	Citizen requests and inquires	5, 10	Ongoing	Ongoing	Ongoing	Ongoing
	% of General Fund actual revenues to budgeted revenues	2, 4, 5, 16	100%	96%	98%	99%
	% of General Fund actual expenditures to budgeted expenditures	2, 4, 5, 16	100%	98%	98%	98%
	Debt service as a % of General Fund expenditures	2, 4, 5, 16	7%	8%	8%	9%
	Fund balance as a % of annual General Fund expenditures	2, 4, 5, 16	25%	22%	25%	25%
	Direct debt per capital	2, 4, 5, 16	$967	$864	$875	$875
	% Increase (Decrease) in millage rate from prior year	2, 4, 5, 16	-4%	0%	-0.7%	-0.7%

City of Miami Springs

Human Resources Department
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

To provide an organizational framework to recruit, select, classify, compensate, develop, and reward the City's diverse workforce, while ensuring an environment that optimizes productivity, efficiency and effectiveness. In addition, this department is responsible for the effective administration of claims, and to provide a safe and healthy environment for the City's employees and residents.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 220,512	$ 230,762	$ 239,130	$ 111,414	$ 244,869
3000/3999	Contractual Services	79,024	62,709	112,638	28,683	88,900
4000/4999	Other Charges & Services	8,009	7,425	11,580	4,093	19,335
5000/5399	Commodities	3,314	3,543	4,846	1,702	6,220
5400/5499	Other Operating Expenses	7,979	6,957	22,890	7,892	23,850
	Total Expenditures	$ 318,838	311,396	$ 391,084	$ 153,784	$ 383,174

City of Miami Springs

Human Resources Department

Fiscal Year 2025/26

001-0401-513

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 160,178	$ 167,052	$ 172,535	$ 79,925	$ 177,665	$ 5,130	2.97%
2100	FICA	11,403	11,854	13,199	5,724	13,591	392	2.97%
2201	Pension	20,793	21,475	22,991	11,487	23,732	741	3.22%
2301	Health, Life & Disability	27,742	29,961	29,952	14,194	29,638	(314)	-1.05%
2400	Workers' Compensation	396	420	453	84	243	(210)	-46.36%
	Subtotal	$ 220,512	$ 230,762	$ 239,130	$ 111,414	$ 244,869	5,739	2.40%
Contractual Services								
3100	Prof. Services	$ 49,917	$ 60,887	$ 90,199	$ 28,322	$ 52,400	(37,799)	-41.91%
3400	Other Cont. Services	29,107	1,822	22,439	361	36,500	14,061	62.66%
	Subtotal	$ 79,024	$ 62,709	$ 112,638	$ 28,683	$ 88,900	(23,738)	-21.07%
Other Charges & Services								
4000	Travel & Per Diem	$ -	$ -	$ 1,520	$ 1,299	$ 1,520	-	0.00%
4101	Communication Services	2,512	2,929	3,047	-	3,047	-	0.00%
4103	Postage	-	-	245	-	245	-	0.00%
4402	Rentals and Leases	-	1,247	1,467	970	1,467	-	0.00%
4530	Insurance	4,116	2,949	3,571	1,824	3,026	(545)	-15.26%
4650	R&M	1,300	-	1,430	-	1,430	-	0.00%
4701	Printing & Binding	-	-	-	-	7,200	7,200	100.00%
4800	Advertising and Promotions	81	300	300	-	1,400	1,100	366.67%
	Subtotal	$ 8,009	$ 7,425	$ 11,580	$ 4,093	$ 19,335	7,755	66.97%
Commodities								
5100	Office Supplies	$ 855	$ 740	$ 1,120	$ 419	$ 1,120	-	0.00%
5200	Operating Supplies	2,459	2,803	3,726	1,283	5,100	1,374	36.88%
	Subtotal	$ 3,314	$ 3,543	$ 4,846	$ 1,702	$ 6,220	1,374	28.35%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ 1,041	$ 500	$ 1,690	$ 392	$ 2,650	960	56.80%
5800	Training	6,938	6,457	21,200	7,500	21,200	-	0.00%
	Subtotal	$ 7,979	$ 6,957	$ 22,890	$ 7,892	$ 23,850	960	4.19%
							Overall	
	Total Human Resources	$ 318,838	$ 311,396	$ 391,084	$ 153,784	$ 383,174	$ (7,910)	-2.02%

Personnel Summary						Change
Human Resources Director	1.0	1.0	1.0	1.0	1.0	-
Human Resources Specialist II	1.0	1.0	1.0	1.0	1.0	-
Department Total	2.00	2.00	2.00	2.00	2.00	-

City of Miami Springs

Human Resources Department

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1200	Employee Salaries	$ 177,665	(1) Human Resources Director & (1) Human Resources Assistant
2100	FICA	13,591	Social Security & Medicare taxes
2201	Pension	23,732	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	29,638	Estimated annual employee costs for health, dental, life insurance benefits
2400	Workers' Compensation	243	Allocated cost of workers' compensation premiums paid
3100	Prof. Services	52,400	$22k benefits consulting, drug testing, background checks, employment verification
3400	Other Cont. Services	36,500	HR automation, online testing services, hiring, onboarding, forms, benefits admin, and other HRIS functions.
4000	Travel & Per Diem	1,520	Training conference travel
4101	Communication Services	3,047	Phone and shared IT services costs
4103	Postage	245	Postage
4402	Rentals and Leases	1,467	Storage unit
4530	Insurance	3,026	General liability, automotive, and property insurance
4650	R&M	1,430	Fingerprinting software maintenance agreement
4701	Printing & binding	7,200	Printing and binding employee handbook, police office & sgt contract, police lt contract
4800	Advertising and Promotions	1,400	Recruitment/Recognition promotional items; service pins
5100	Office Supplies	1,120	General office supplies
5200	Operating Supplies	5,100	Application materials, testing accessories, books, notary supplies, rubber stamps, business cards, uniforms, legal posters, computer equipment, accessories,, etc.
5400	Subscriptions & Memberships	2,650	SHRM, FPHRA, FPELRA, HRCI, IPMA-HR, ASPA, HR Legal Reporter, AI, Grammar, Document Comparison, audio transcription subscriptions
5800	Training	21,200	Includes $17,500 tuition reimbursement program
	Total Human Resources	**$ 383,174**	

City of Miami Springs

Human Resources

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Expand the City's outreach efforts to reach a diverse group of competent workers when recruiting for position vacancies.
2. Increase efficiency and effectiveness in HR operations through the increased use of technology.
3. Reduce the severity and frequency of workers' compensation losses through safety programs and procedures.
4. Implement initiatives regarding performance appraisals, employee recognition, benefits administration, and an employee handbook.
5. Take measures to maintain a low employee turnover rate for organizational stability and effectiveness.
6. Continue to develop and maintain effective and positive employee relations.
7. Maintain City compliance with employment laws, including any new regulations and statutes.

Performance Measures and Scorecard

	Performance Measures	Human Resources Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Average time to fill full-time general vacancies	45 days or less (1)	-	30	30	30
	Full-time employee turnover rate	10% or less (5)	-	9.5%	9.5%	9.5%
	Workers compensation experience rating	1.0 or less (3)	0.79	0.80	0.80	0.80

City of Miami Springs

Finance Department

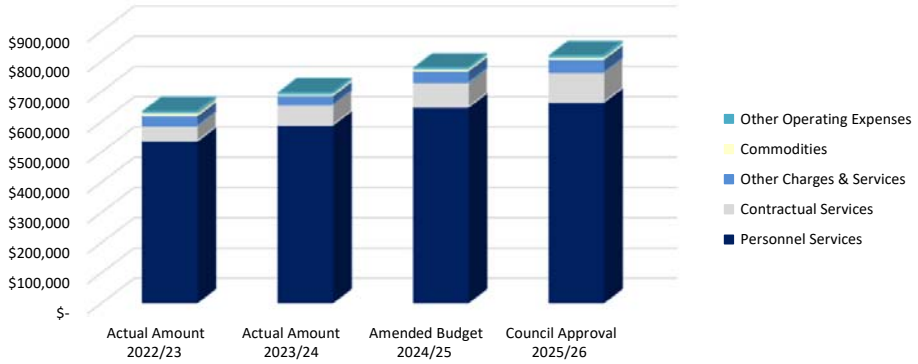
Fiscal Year 2025/26

Departmental Budget Summary

Department Description

Financial integrity and transparency of effective fiscal oversight through the utilization of accepted practices that encourage competition, including best value and quality considerations, as well as constant communications with taxpayers, Council, and other stakeholders to ensure that the public is best served.

Finance Department Trends



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 534,896	$ 588,181	$ 647,398	$ 283,761	$ 663,671
3000/3999	Contractual Services	50,522	67,110	81,500	36,180	98,500
4000/4999	Other Charges & Services	33,674	30,693	38,972	15,220	44,075
5000/5399	Commodities	10,855	5,601	7,000	3,222	7,500
5400/5499	Other Operating Expenses	3,258	3,794	2,900	535	4,800
	Total Expenditures	$ 633,205	$ 695,379	$ 777,770	$ 338,918	$ 818,546

City of Miami Springs

Finance Department

Fiscal Year 2025/26

001-0501-513

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 339,392	$ 363,265	$ 393,336	$ 170,943	$ 412,979	$ 19,643	4.99%
1300	Part Time Salaries	83,098	81,829	87,556	40,229	90,194	2,638	3.01%
2100	FICA	29,888	32,675	36,788	15,567	38,493	1,705	4.63%
2201	Pension	39,385	42,128	57,291	22,929	50,653	(6,638)	-11.59%
2301	Health, Life & Disability	42,353	67,156	71,395	33,895	70,788	(607)	-0.85%
2400	Workers' Compensation	780	1,128	1,032	198	564	(468)	-45.35%
	Subtotal	$ 534,896	$ 588,181	$ 647,398	$ 283,761	$ 663,671	16,273	2.51%
Contractual Services								
3100	Prof. Services	$ 42,660	$ 67,110	$ 68,500	$ 25,180	$ 83,000	14,500	21.17%
3400	Other Cont. Services	7,862	-	13,000	11,000	15,500	2,500	19.23%
	Subtotal	$ 50,522	$ 67,110	$ 81,500	$ 36,180	$ 98,500	17,000	20.86%
Other Charges & Services								
4000	Travel & Per Diem	$ 2,110	$ -	$ 2,500	$ 525	$ 2,500	-	0.00%
4101	Communication Services	4,672	8,389	4,400	3,812	5,000	600	13.64%
4103	Postage	3,207	-	3,000	-	4,000	1,000	33.33%
4402	Rentals and Leases	2,406	1,466	2,000	635	2,000	-	0.00%
4530	Insurance	9,035	8,635	10,472	4,164	8,875	(1,597)	-15.25%
4650	R&M	-	-	500	-	500	-	0.00%
4700	Printing & Binding	1,949	517	2,500	-	2,500	-	0.00%
4800	Advertising and Promotions	-	525	600	525	700	100	16.67%
4902	Other Current Charges	10,295	11,161	13,000	5,559	18,000	5,000	38.46%
	Subtotal	$ 33,674	$ 30,693	$ 38,972	$ 15,220	$ 44,075	5,103	13.09%
Commodities								
5100	Office Supplies	$ 1,688	$ 366	$ 3,000	$ 592	$ 3,000	-	0.00%
5200	Operating Supplies	9,167	5,235	4,000	2,630	4,500	500	12.50%
	Subtotal	$ 10,855	$ 5,601	$ 7,000	$ 3,222	$ 7,500	500	7.14%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ 2,833	$ 3,233	$ 1,900	$ 535	$ 2,800	900	47.37%
5800	Training	425	561	1,000	-	2,000	1,000	100.00%
	Subtotal	$ 3,258	$ 3,794	$ 2,900	$ 535	$ 4,800	1,900	65.52%
							Overall	
	Total Finance	$ 633,205	$ 695,379	$ 777,770	$ 338,918	$ 818,546	$ 40,776	5.24%

Personnel Summary						Change
Finance Director	1.0	1.0	1.0	1.0	1.0	-
Comptroller	0.5	0.5	0.5	0.5	0.5	-
Payroll Administrator	-	-	1.0	1.0	1.0	-
Accounting Specialist III	2.0	2.0	1.0	1.0	1.0	-
Accounting Specialist II	1.0	1.0	1.0	1.0	1.0	-
Accounting Specialist I	-	-	1.0	1.0	1.0	-
Administrative Assistant I	1.0	1.0	-	-	-	-
Department Total	5.5	5.5	5.5	5.5	5.5	-

City of Miami Springs

Finance Department

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1200	Employee Salaries	$ 412,979	(1) Finance Director, (2) Accounting Specialist III, (1) Accounting Specialist II & (1) Accounting Specialist I
1300	Part Time Salaries	90,194	(1) Comptroller PT
2100	FICA	38,493	Social Security & Medicare taxes
2201	Pension	50,653	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	70,788	Estimated annual employee costs for health, dental, life insurance benefits
2400	Workers' Compensation	564	Allocated cost of workers' compensation premiums paid
3100	Prof. Services	83,000	Red light hearing fees $14,000, external audit fees $69,000
3400	Other Cont. Services	15,500	Annual actuarial study fees and other requested studies
4001	Travel & Per Diem	2,500	Two conferences for government finance officers needed for continuing education
4101	Communication Services	5,000	Cell phone, office phones, internet
4103	Postage	4,000	Postage rental and meter to mail letters, payments, etc.
4402	Rentals and Leases	2,000	Toshiba copier $1,600
4530	Insurance	8,875	General liability, automotive, and property insurance
4600	R&M	500	Repairs to equipment if necessary
4700	Printing & Binding	2,500	Vendor check stock
4800	Advertising and Promotions	700	River Cities Gazette advertising for budget
4902	Other Current Charges	18,000	Bank charges and credit card fees
5100	Office Supplies	3,000	General office supplies
5200	Operating Supplies	4,500	Office depot, Toshiba copiers $3,500, Uniforms $500
5410	Subscriptions & Memberships	2,800	GFOA, FGFOA and U.S. business registry for grants
5800	Training	2,000	GFOA and FGFOA conference fees
	Total Finance	**$ 818,546**	

City of Miami Springs

Finance Department

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

The Finance Department is responsible for overseeing the financial operations of the City including: accounts payable, accounts receivable, audits, budgeting, capital projects accounting, cash management, collections, debt administration, financial analysis, financial reporting, fixed asset reporting, payroll processing, and revenue and expenditure forecasting and monitoring. The Finance Department is also responsible for safeguarding the assets of the City. The department ensures that surplus funds are properly invested to maximize returns on cash for operations. The department is also responsible for utility billing, collections, customer service and accounts

1. receivable collections for the sanitation and storm water funds.
2. Coordinate the preparation of the budget document and publish the adopted budget by October 1st.
3. Maintain high levels of professional accounting and reporting standards worthy of the Government Finance Officers Association (GFOA) "Certificate of Achievement for Excellence in Financial Reporting" and the "Distinguished Budget Presentation Award" programs.
4. Continue providing monthly, quarterly, and annual financial data to facilitate the proper administration of the City.
5. Improve the usefulness of the performance measures of each department.

Provide for audits of the City. Coordinate the audits with the City's auditors and provide account analysis, reconciliations, and audit

6. schedules to expedite the audit process and reduce the time needed to complete the Annual Comprehensive Financial Report.

Performance Measures and Scorecard

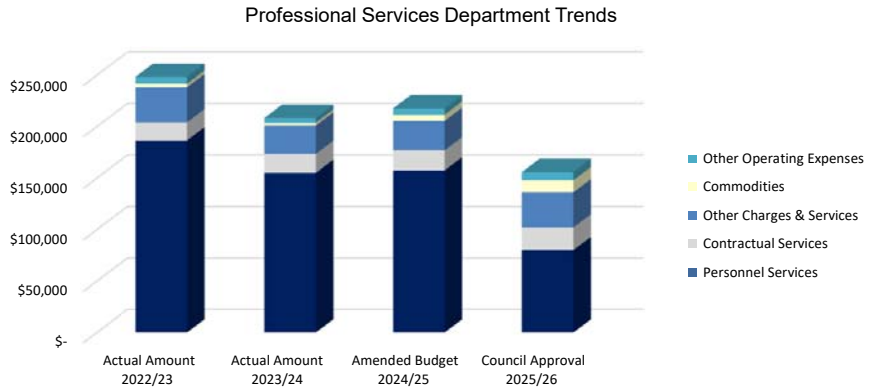
	Performance Measures	Finance Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Quarterly Budget Reports	1, 4	4	4	4	4
	Annual Budget	1, 2	1	1	1	1
	Annual Comprehensive Financial Report (ACFR)	1, 2, 3, 5, 6	1	1	1	1
	Number of days to complete the ACFR	3, 6	212	247	182	182
	Number of audit adjustments by Auditors	6	-	-	-	-
	Receive Award of Certificate of Achievement for	1, 3, 6	Yes	Yes	Yes	Yes
	Excellence in Financial Reporting (GFOA)					
	Receive Distinguished Budget Presentation Award (GFOA)	1, 2, 3	Yes	Yes	Yes	Yes

City of Miami Springs

Professional Services Department
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

Financial integrity and transparency of effective fiscal oversight through the utilization of accepted practices that encourage competition, including best value and quality considerations, as well as constant communications with taxpayers, Council, and other stakeholders to ensure that the public is best served.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 186,621	$ 155,037	$ 157,482	$ 77,203	$ 80,047
3000/3999	Contractual Services	17,651	18,558	19,600	21,755	22,000
4000/4999	Other Charges & Services	34,009	27,404	28,491	10,874	34,142
5000/5399	Commodities	3,453	2,908	6,000	814	11,700
5400/5499	Other Operating Expenses	6,682	4,507	6,100	2,841	7,910
	Total Expenditures	$ 248,416	$ 208,414	$ 217,673	$ 113,487	$ 155,799

City of Miami Springs

Professional Services Division

Fiscal Year 2025/26

001-0502-513

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 149,155	$ 118,838	$ 120,510	$ 55,607	$ 57,925	$ (62,585)	-51.93%
1400	Overtime	1,033	2,046	3,000	-	-	(3,000)	-100.00%
2100	FICA	11,414	9,133	9,219	4,206	4,431	(4,788)	-51.93%
2201	Pension	14,232	10,916	12,557	6,263	6,088	(6,469)	-51.52%
2301	Health, Life & Disability	10,367	13,840	11,880	11,067	11,524	(356)	-3.00%
2400	Workers' Compensation	420	264	316	60	79	(237)	-75.01%
	Subtotal	$ 186,621	$ 155,037	$ 157,482	$ 77,203	$ 80,047	(77,435)	-49.17%
Contractual Services								
3100	Prof. Services	$ -	$ -	$ -	$ -	$ -	-	0.00%
3400	Other Cont. Services	17,651	18,558	19,600	21,755	22,000	2,400	12.24%
	Subtotal	$ 17,651	$ 18,558	$ 19,600	$ 21,755	$ 22,000	2,400	12.24%
Other Charges & Services								
4000	Travel & Per Diem	$ -	$ -	$ 1,500	$ 585	$ 1,500	-	0.00%
4101	Communication Services	1,850	1,452	1,500	-	1,500	-	0.00%
4103	Postage	-	-	-	-	-	-	0.00%
4530	Insurance	4,412	1,889	2,291	1,278	1,942	(349)	-15.23%
4700	Printing & Binding	17,600	20,800	19,200	8,000	19,200	-	0.00%
4800	Advertising and Promotions	10,147	3,263	4,000	1,011	10,000	6,000	150.00%
	Subtotal	$ 34,009	$ 27,404	$ 28,491	$ 10,874	$ 34,142	5,651	19.83%
Commodities								
5100	Office Supplies	$ 1,546	$ 913	$ 2,500	$ 814	$ 3,500	1,000	40.00%
5200	Operating Supplies	1,907	1,995	3,500	-	8,200	4,700	134.29%
	Subtotal	$ 3,453	$ 2,908	$ 6,000	$ 814	$ 11,700	5,700	95.00%
Other Operating Expenses								
5410	Subscriptions & Memberships	$ 6,237	$ 4,507	$ 4,600	$ 2,841	$ 6,410	1,810	39.35%
5800	Training	445	-	1,500	-	1,500	-	0.00%
	Subtotal	$ 6,682	$ 4,507	$ 6,100	$ 2,841	$ 7,910	1,810	29.67%
							Overall	
	Total Professional Services	$ 248,416	$ 208,414	$ 217,673	$ 113,487	$ 155,799	$ (61,874)	-28.43%

Personnel Summary					Change
Receptionist	1.0	-	-	-	-
PIO/Prof Serv Specialist	1.0	1.0	1.0	-	(1)
Procurement Specialist II	1.0	1.0	1.0	1.0	-
Department Total	3.0	2.0	2.0	1.0	(1)

City of Miami Springs

Professional Services Division

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1200	Employee Salaries	$ 57,925	(1) Procurement Specialist
2100	FICA	4,431	Social Security & Medicare taxes
2201	Pension	6,088	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	11,524	Estimated annual employee costs for health, dental, life insurance benefits
2400	Workers' Compensation	79	Allocated cost of workers' compensation premiums paid
3400	Other Cont. Services	22,000	Pagefreeze Software ($2600.00), Civic Plus ClicktoFix App- (19,400.00)
4000	Travel and Per Diem	1,500	Travel expenses for Procurement Trainings
4101	Communication Services	1,500	Procurement Cell phone and Ipad Internet
4530	Insurance	1,942	General liability, automotive, and property insurance
4700	Printing & Binding	19,200	Monthly News Bulletin 4 page insert in Gazette ($1600.00 monthly)
4800	Advertising and Promotions	10,000	Advertising of RFP's and other required ads, Promotional items for Mayor
5100	Office Supplies	3,500	Misc. Office Supplies - Procurement and Public Info. And Relations Media
5200	Operating Supplies	8,200	Uniforms, Business cards, battery backups, computers, banners, signs, Media accessories: tripod, lenses, lighting and microphone, Break room supplies, replce broken desks for Procurement and Media Specialist
5410	Subscriptions & Memberships	6,410	NIGP ($960.00), SEFL ($420.00), FAPPO ($120.00), Adobe Suite ($1272.00), GMVCB Annual Registration ($335.00), CMA and Marketing ($400.00), Boxcast ($1200.00), Enterprise Software ($), Constant Contact ($680), National League of Cities ($1,701.00), Grantwatch ($200.00), Amazon Prime ($500.00), QR Codes ($430.00) and Media Phone App ($200.00)
5800	Training	1,500	Procurement Training with NIGP
	Total Professional Services	$ 155,799	

City of Miami Springs

Professional Services Division

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. To ensure complete, accurate and transparent purchasing transactions in accordance with City purchasing policies and federal, state and local laws.
2. To develop, provide and communicate information that is a valuable management tool and readily accessible by residents.
3. Continue to keep administration, employees, and residents informed of all upcoming events, projects and initiatives within the City through the monthly Gazette News Bulletin, City website, Twitter, community calendars, Instagram, Facebook, lobby TV's flyers and brochures.
4. Increase resident awareness of municipal operations, procedures and issues through website and other varieties of communication.
5. Assist the City with “going green” by increasing electronic communication
6. Continue to exercise total transparency and fiscal responsibility in all procurement matters.
7. Reduce expenditures on a continual basis through thorough procurement procedures.
8. Continue to collaborate with City departments and submit appropriate grants and related documents that address City priorities.
9. Update and maintain the Emergency Management Plan and Procedures Manual;
10. Maintain active memberships in good standing on behalf of the City with the following entities: NIGP, SEFL Chapter of NIGP, FAPPO, Greater Miami Chapter of NIGP.
11. Promote and maintain community engagement thought "Art in City Hall" lobby displays.
12. Actively promote and provide free advertising and content shoots for business within the City.
13 Update City's website and Social media sites

Performance Measures and Scorecard

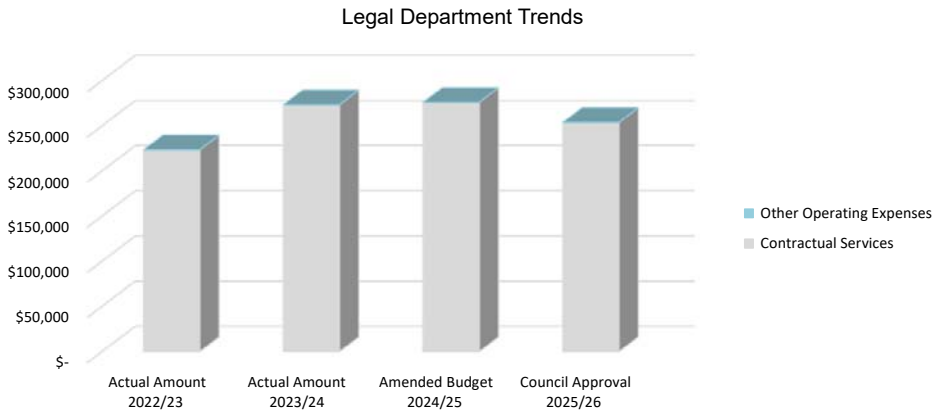
	Performance Measures	Professional Services Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Monthly Gazette News Bulletin	2, 3	12	12	12	12
	Update and maintain Hurricane Manual, Shuttle pamphlet, and website	3, 9	356	500	Yes	Yes
	Review and process Citywide purchase orders	1, 6, 7	788	765	800	800
	Increase Facebook followers	2, 3	3034	3200	3358	3600
	Increase Twitter followers	2, 3	2380	2400	2394	2500
	Increase Instagram followers	2, 3	8234	9351	10627	11000
	Increase Newsletter followers	2, 3	527	630	400	450
	Increase YouTube followers	2, 3	401	460	506	555
	Procured competitive solicitations	1, 6, 7	8	6	4	4
	Maintain weekly "clickable" news letter	3	12	12	12	12
	Maintain monthly "Art in City Hall"	11	12	12	12	12
	Grants applied for	8	7	12	4	4
	Continue to improve and update social media content for residents	13	Yes	Yes	Yes	Yes
	Businesses Promoted with Content Shoots	12	0	14	12	0

City of Miami Springs

City Attorney Department
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

The mission of the City Attorney's office is to provide competent legal advice and counsel to City officials and administration in a timely manner and zealously represent the City's interest and positions in negotiations and litigation.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
3000/3999	Contractual Services	223,485	273,368	275,976	90,208	253,755
5400/5499	Other Operating Expenses	-	-	-	-	-
	Total Expenditures	$ 223,485	$ 273,368	$ 275,976	$ 90,208	$ 253,755

City of Miami Springs

City Attorney Department
Fiscal Year 2025/26
001-0601-514

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Contractual Services								
3101	Prof. Services - Legal	223,485	273,368	275,976	90,208	253,755	$ (22,221)	-8.05%
	Subtotal	$ 223,485	$ 273,368	$ 275,976	$ 90,208	$ 253,755	(22,221)	-8.05%
Other Operating Expenses								
5901	Contingency	-	-	-	-	-	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
							Overall	
	Total Legal	$ 223,485	$ 273,368	$ 275,976	$ 90,208	$ 253,755	$ (22,221)	-8.05%

City of Miami Springs

City Attorney Deapartment

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
3101	Prof. Services - Legal	$ 253,755	Estimated cost of maintaining the contracted City Attorney arrangement with the firm of Weiss Serota Helfman Cole & Bierman, P.L., to perform legal services required by the City Council and City Manager.
	Total Legal	**$ 253,755**	

City of Miami Springs

City Attorney Department

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Provide competent legal advice and council in a timely manner to City officials and administration.
2. Provide legal advice through attendance at meetings and workshops and by responding to all inquires in a timely manner.
3. Review, draft and negotiate contracts and agreements between the City and other entities or persons in a timely manner.

City of Miami Springs

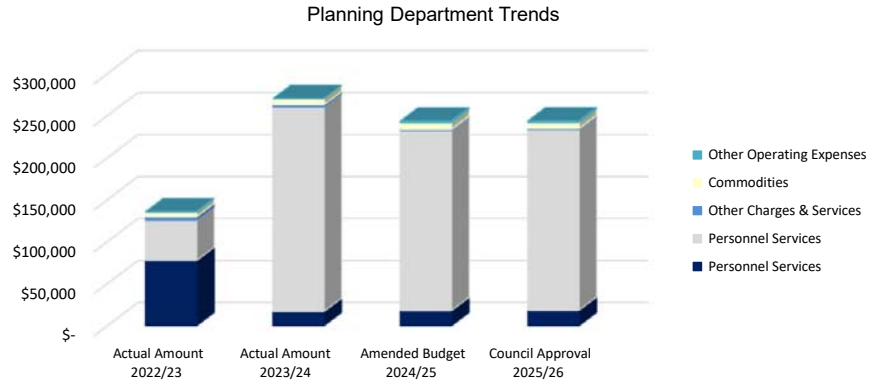
Planning Department

Fiscal Year 2025/26

Departmental Budget Summary

Department Description

To coordinate the physical development of the City in a manner that will strengthen and diversify the tax base and will preserve its unique characteristics and enhance the quality of life for the City's residents, business operators, and visitors.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 77,559	$ 16,853	$ 17,895	$ 8,769	$ 18,326
3000/3999	Contractual Services	47,898	243,478	214,454	48,993	215,000
4000/4999	Other Charges & Services	4,292	2,782	1,437	1,328	1,401
5000/5399	Commodities	387	496	250	219	250
5400/5499	Other Operating Expenses	-	-	-	-	-
	Total Expenditures	$ 130,136	$ 263,609	$ 234,036	$ 59,309	$ 234,977

City of Miami Springs

Planning Department

Fiscal Year 2025/26

001-0701-515

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 8,664	$ 11,443	$ 12,679	$ 5,850	$ 13,059	$ 380	3.00%
1300	Part Time Salaries	59,125	-	-	-	-	-	0.00%
1400	Overtime	665	533	-	399	-	-	0.00%
2100	FICA	5,231	911	970	478	999	29	3.00%
2201	Pension	1,009	1,048	1,321	659	1,372	51	3.89%
2301	Health, Life & Disability	2,673	2,894	2,892	1,377	2,878	(14)	-0.48%
2400	Workers' Compensation	192	24	33	6	18	(15)	-46.44%
	Subtotal	$ 77,559	$ 16,853	$ 17,895	$ 8,769	$ 18,326	431	2.41%
Contractual Services								
3100	Prof. Services	$ 2,867	$ 131,097	$ 96,383	$ 48,993	$ 90,000	(6,383)	-6.62%
3400	Other Cont. Services	45,031	112,381	118,071	-	125,000	6,929	5.87%
	Subtotal	$ 47,898	$ 243,478	$ 214,454	$ 48,993	$ 215,000	546	0.25%
Other Charges & Services								
4101	Communication Services	$ 2,339	$ 2,588	$ 1,200	$ 1,196	$ 1,200	-	0.00%
4103	Postage	-	-	-	-	-	-	0.00%
4530	Insurance	1,953	194	237	132	201	(36)	-15.19%
4700	Printing & Binding	-	-	-	-	-	-	0.00%
	Subtotal	$ 4,292	$ 2,782	$ 1,437	$ 1,328	$ 1,401	(36)	-2.51%
Commodities								
5100	Office Supplies	$ 387	$ -	$ -	$ -	$ -	-	0.00%
5200	Operating Supplies	-	496	250	219	250	-	0.00%
	Subtotal	$ 387	$ 496	$ 250	$ 219	$ 250	-	100.00%
Other Operating Expenses								
5410	Subscriptions & Memberships	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
							Overall	
	Total Planning	$ 130,136	$ 263,609	$ 234,036	$ 59,309	$ 234,977	$ 941	0.40%

Personnel Summary						Change
Admin. Asst to Planning	0.25	0.25	0.25	0.25	0.25	-
Department Total	0.25	0.25	0.25	0.25	0.25	-

City of Miami Springs

Planning Department
Fiscal Year 2025/26
Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1201	Employee Salaries	$ 13,059	(1) Assistant - Administration
2101	FICA	999	Social Security & Medicare taxes
2201	Pension	1,372	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	2,878	Estimated annual employee costs for health, dental, life insurance benefits
2401	Workers' Compensation	18	Allocated cost of workers' compensation premiums paid
3100	Prof. Services	90,000	Calvin Giordano general planning
3400	Other Cont. Services	125,000	Calvin Giordano special projects
4101	Communication Services	1,200	Office phones, internet
4530	Insurance	201	General liability, automotive, and property insurance
5200	Operating Supplies	250	Office supplies - paper/pens/etc…
	Total Planning	$ 234,977	

City of Miami Springs

Planning Department

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Provide planning services consistent with, and in support of the goals, objectives, and polices of the comprehensive plan. To fairly administer the zoning code and to guide economic development and redevelopment efforts.

2. Effectively reviewed a total of 413 zoning plans between October 1, 2023 and August 15, 2025.

3. Efficiently processed a total of 4 Board of Adjustment case between October 1, 2023 and August 15, 2025.

Performance Measures and Scorecard

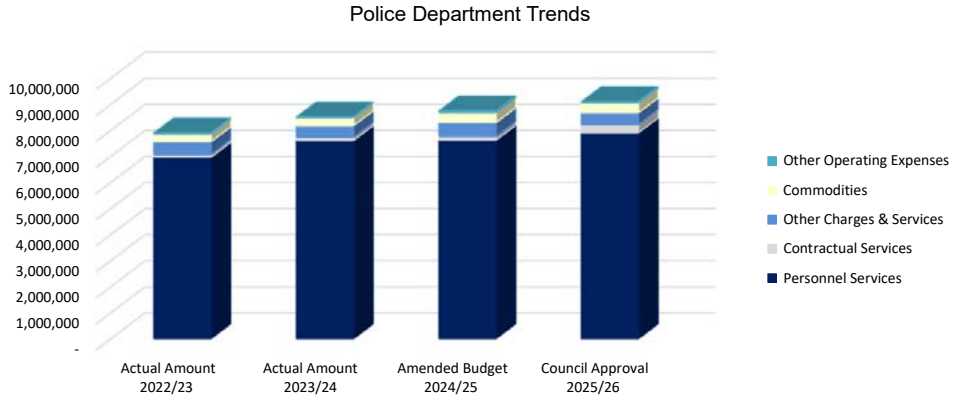
	Performance Workload Indicators	Planning Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Revision of problem zoning code sections	1	Ongoing	Ongoing	Ongoing	Ongoing
	Revision of sign code - 36 Street	1	Ongoing	Ongoing	Ongoing	Ongoing
	Revision of sign code - CBD & NBD District	1	Ongoing	Ongoing	Ongoing	Ongoing
	Revisions to single family driveways and slab regulations	1	Ongoing	Ongoing	Ongoing	Ongoing
	Establish swimming pool setbacks	1	Ongoing	Ongoing	Ongoing	Ongoing
	Revision on sign code	1	Ongoing	Ongoing	Ongoing	Ongoing
	Revisions to single family awnings and canopies	1	Ongoing	Ongoing	Ongoing	Ongoing
	Number of Board of Adjustment (BOA) cases prepared	3	1	1	4	3
	Number of Zoning & Planning (Z & P) Board cases prepared	2	1	-	2	2
	Number of BOA cases postponed due to incomplete case files	3	-	-	-	-
	Number of Z & P cases postponed due to incomplete case files	2	-	-	-	-

City of Miami Springs

Police Department
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

Our mission is the reduction of crime and the improvement of the quality of life. In accomplishing these goals, Personnel service will be our commitment, honor and integrity our mandate. We respect the dignity and Personnel liberties of all people. We strive to maintain a partnership with the community to ensure that Miami Springs remains a place where people can live and work safely, without fear.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	6,959,493	7,602,712	7,612,019	3,588,558	7,896,756
3000/3999	Contractual Services	104,946	119,485	142,510	54,021	314,948
4000/4999	Other Charges & Services	487,433	449,636	534,940	241,488	455,594
5000/5399	Commodities	292,990	306,283	379,845	139,851	379,100
5400/5499	Other Operating Expenses	46,991	31,710	73,965	22,366	49,995
	Total Expenditures	$ 7,891,853	$ 8,509,826	$ 8,743,279	$ 4,046,284	$ 9,096,393

City of Miami Springs

Police Department

Fiscal Year 2025/26

001-2001-521

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1100	Executive Salaries	$ 659,330	$ 798,149	$ 822,791	$ 425,627	$ 838,426	$ 15,635	1.90%
1200	Employee Salaries	3,671,450	4,000,462	3,739,757	1,763,939	3,903,383	163,627	4.38%
1201	PD Civilians	352,789	322,770	728,029	160,301	703,518	(24,512)	-3.37%
1300	Part Time Salaries	71,450	41,331	-	-	85,321	85,321	100.00%
1400	Overtime	267,449	336,839	205,000	236,399	205,000	-	0.00%
1501	Special Pay	50,111	61,872	53,440	51,288	84,712	31,272	58.52%
2101	FICA	380,403	418,129	408,817	198,942	429,575	20,758	5.08%
2201	Pension	478,333	529,610	624,240	272,613	624,163	(77)	-0.01%
2301	Health, Life & Disability	800,213	851,530	836,409	410,509	850,266	13,857	1.66%
2401	Workers' Compensation	204,304	216,904	158,236	55,006	136,601	(21,636)	-13.67%
	Subtotal	$ 6,935,832	$ 7,577,596	$ 7,576,719	$ 3,574,624	$ 7,860,965	284,246	3.75%
Contractual Services								
3100	Prof. Services	$ 53,726	$ 59,463	$ 67,832	$ 30,383	$ 67,832	-	0.00%
3400	Other Cont. Services	51,220	60,022	74,678	23,638	247,116	172,438	230.91%
	Subtotal	$ 104,946	$ 119,485	$ 142,510	$ 54,021	$ 314,948	172,438	121.00%
Other Charges & Services								
4000	Travel & Per Diem	$ 14,647	$ 7,212	$ 22,000	$ 7,043	$ 13,500	(8,500)	-38.64%
4101	Communication Services	54,823	53,891	48,390	21,001	40,360	(8,030)	-16.59%
4103	Postage	-	-	1,000	429	1,000	-	0.00%
4301	Utilities	-	-	-	-	2,250	2,250	100.00%
4402	Rentals and Leases	44,133	29,094	43,700	18,432	60,500	16,800	38.44%
4510	Fleet Maintenance	-	-	202,960	91,763	154,100	(48,860)	-24.07%
4530	Insurance	294,029	279,397	147,540	82,987	125,034	(22,506)	-15.25%
4600	R&M	73,258	68,515	54,000	19,188	38,000	(16,000)	-29.63%
4700	Printing & Binding	474	596	850	645	850	-	0.00%
4800	Advertising and Promotions	6,069	10,931	14,500	-	20,000	5,500	37.93%
	Subtotal	$ 487,433	$ 449,636	$ 534,940	$ 241,488	$ 455,594	(79,346)	-14.83%
Commodities								
5100	Office Supplies	$ 4,380	$ 4,701	$ 5,500	$ 2,612	$ 5,500	-	0.00%
5200	Operating Supplies	92,644	101,843	118,069	42,431	173,600	55,531	47.03%
5202	Gas & Oil	108,157	106,445	115,000	41,913	105,000	(10,000)	-8.70%
5203	Uniforms	87,443	92,754	141,276	52,895	95,000	(46,276)	-32.76%
	Subtotal	$ 292,624	$ 305,743	$ 379,845	$ 139,851	$ 379,100	(745)	-0.20%
Other Operating Expenses								
5410	Subscriptions & Memberships, Vehicle Tags	$ 6,009	$ 6,804	$ 9,065	$ 3,451	$ 8,065	(1,000)	-11.03%
5800	Training	40,982	24,906	64,900	18,915	41,930	(22,970)	-35.39%
	Subtotal	$ 46,991	$ 31,710	$ 73,965	$ 22,366	$ 49,995	(23,970)	-32.41%
							Overall	
	Total Police	$ 7,867,826	$ 8,484,170	$ 8,707,979	$ 4,032,350	$ 9,060,602	$ 352,623	4.05%

City of Miami Springs

Police Department

Fiscal Year 2025/26

001-2001-521

School Crossing Guards

Personnel Services										
1,300	Part Time Salaries	$ 21,456	$ 22,718	$ 31,914	$ 12,643	$ 32,416	503	1.58%
2,101	FICA	1,641	1,738	2,441	967	2,480	38	1.58%
2,401	Workers' Compensation	564	660	945	324	895	(50)	-5.27%
	Subtotal	$ 23,661	$ 25,116	$ 35,300	$ 13,934	$ 35,791	491	1.39%
Commodities								
5,100	Office Supplies	$ 366	$ -	$ -	$ -	$ -	-	0.00%
5,200	Operating Supplies	-	540	-	-	-	-	0.00%
	Subtotal	$ 366	$ 540	$ -	$ -	$ -	-	0.00%
							Overall	
	Total Police	$ 24,027	$ 25,656	$ 35,300	$ 13,934	$ 35,791	$ 491	1.39%

Personnel Summary						Change
Chief of Police	1.0	1.0	1.0	1.0	1.0	-
Deputy Chief of Police	-	-	1.0	1.0	1.0	-
Captain	1.0	1.0	-	-	-	-
Lieutenants	3.0	4.0	4.0	4.0	4.0	-
Sergeants	6.0	6.0	6.0	6.0	6.0	-
Detectives	5.0	5.0	5.0	5.0	5.0	-
Motor	4.0	4.0	4.0	4.0	4.0	-
K-9	2.0	2.0	2.0	4.0	4.0	2
Police Officer	25.0	25.0	25.0	23.0	23.0	(2)
Communication Supervisor	1.0	1.0	1.0	1.0	1.0	-
Dispatcher I	6.0	6.0	6.0	6.0	6.0	-
Dispatcher II	1.0	1.0	1.0	1.0	1.0	-
Executive Assistant	1.0	1.0	1.0	1.0	1.0	-
Network Manager	1.0	1.0	1.0	1.0	-	(1)
Administrative Spec. III	1.0	1.0	1.0	1.0	1.0	-
Administrative Spec. II	1.0	1.0	1.0	1.0	1.0	-
Public Service Aides (F/T)	-	-	-	1.0	1.0	1
Public Service Aides (P/T)	2.0	2.0	2.0	3.0	3.0	1
School Crossing Guards	4.0	4.0	4.0	4.0	4.0	-
Department Total	65.0	66.0	66.0	68.0	67.0	1

City of Miami Springs

Police Department

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1100	Executive Salaries	$ 838,426	Salaries for Miami Springs Police Administration including: One Chief, One Deputy Chief, & Four Lieutenants
1200	Employee Salaries	3,903,383	Salaries for Forty-two (42) Miami Springs Police Officers (Sergeants, Detectives, K-9 Handlers, Motormen, Community Policing, & Patrol) including 4% COLA per the FOP contract
1201	PD Civilians	703,518	Salaries for 12 Full-time Civilian Employees including: One Chief's Executive Assistant, Two Administrative Assistants, One Full-time Public Service Aide, and eight communication employees (dispatchers & a supervisor)
1300	Part Time Salaries	117,737	Salaries for three part-time Public Service Aides
1401	Overtime	205,000	Estimated overtime expense
1501	Special Pay	84,712	Special Pay includes Motor pay of $80bi-weekly per motor per FOP Contract, educational supplement for 50 Officers, and retirement payouts for 2 Officers
2101	FICA	432,055	Social Security & Medicare taxes
2201	Pension	624,163	Actuarially calculated contribution that the City is required to contribute to fund the benefits paid to the retirees of the Police Retirement Plan & the estimated pension contribution paid by the City for each full-time General employee.
2301	Health, Life & Disability	850,266	Estimated annual employee costs for health, dental, life insurance benefits
2401	Workers' Compensation	137,496	Allocated cost of workers' compensation premiums paid
3100	Prof. Services	67,832	Includes services provided by the following vendors: York Security Solutions (Keypad for Property Room), E-Subpoena Program (Electronic Court System), Mia-Dade Co Assc Chief Of Police Court Stand-By Program, estimated K-9 Veterinary Care For Four Police K-9's as needed, Boarding/Kenneling For Police K-9's as needed, biohazard clean-up for police cells and vehicles, Subpoena Phone Records, Off Property Records Storage, Loxia Data Center Storage (For Central Square), Callyo (Investigations Software), Schedule Anywhere (Online Calendar For Scheduling), etc.
3400	Other Cont. Services	247,116	Includes Contractual Services for the following: Mandatory Range Rental (Firearms Qualification at an outdoor facility), Low Light and Scenario Based Range Rental (indoor facility), Transunion Online Investigative System, Florida Accreditation Application Program, Powerdetails Sub & License (Off Duty Scheduling), Office 365 Gcc Licenses, Verizon Connect, Clearview AI unlimited Authorized Users, Netcloud services, etc., Loxia (IT services), Axon camera cloud storage
4000	Travel & Per Diem	13,500	Travel expenses for training, investigations, backgrounds, and conferences including but not limited to lodging, fuel, parking, tolls, mileage, meal allowance, car rental, commercial air fare. Some of these events include FBINAA conference, Florida Police Memorial, K9 Handler training, etc.
4101	Communication Services	40,360	Communication services including telephone base, cellular devices, and internet access as these are used in Police offices and fleet.
4103	Postage	1,000	Amount budgeted for the mailing of reports, evidence, letters, etc.
4301	Utilities	2,250	Utilities for office in old CPO office

City of Miami Springs

Police Department

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
4402	Rentals and Leases	60,500	Rental and leases in the Police Department are comprised of four (4) Harley Davidson of Miami Motorcycles for traffic enforcement and patrol use, one (1) Pitney Bowes Postage Machine, and two (2) Large Toshiba Copiers, & 274 Westward Property Split Rent with City
4510	Fleet Maintenance	154,100	Police Fleet maintenance for approximately 52 vehicles (new equipment changeover & installation, the replacement and repair of emergency equipment as needed, vehicle window tinting, vehicle graphics, emergency equipment, etc.
4530	Insurance	125,034	General liability, automotive, and property insurance
4600	R&M	38,000	Equipment and repairs and maintenance for Police equipment, tools, gear including the Radio Repair & Maintenance Contract with Miami-Dade County, the purchase/installation of police equipment as needed, ALPR Extended Warranty, Idemia Maintenance/Support, Radio antennas for police vehicles, vehicle laptop mount repairs, radar calibration, certification, and repairs.
4700	Printing & Binding	850	Uniform reports, case cards, business cards, etc.
4800	Advertising and Promotions	20,000	Annual Miami-Dade County Chiefs Of Police Co-Sponsorship Dinner (Multi-Agency), Respect For Law Dinner Awards/Gala, Luncheons, Etc.
5100	Office Supplies	5,500	Office supplies for police department as needed for Administration, Detective Bureau, Communications (Dispatch), Report Writing Room, Squad Room and Sergeants Room.
5200	Operating Supplies	173,600	Operating supplies for a Police Department to perform duties as a Law Enforcement Agency including: Duty & Range Ammunition, Personal protective equipment (PPE), AED heartstart pads and batteries, vehicle equipment (blankets, gloves, disinfectant, flares, lock-out kits, first aid kits), gun lights, traffic control equipment, flex cuffs, DNA kits, processing supplies for investigations, finger printing supplies, taser cleaning, K-9 equipment (dog food & supplies), evidence tape, crime scene tape, evidence boxes & bags, printers, microphones, medical masks, safety glasses, computer batteries, power adapter kits and TRT equipment, transport hoods, duty belt, holsters, etc. and more miscellaneous items. A Technology line was also added for items needed toget our technological infrastructure up to date and meet current technological advancement needs.
5202	Gas & Oil	105,000	Estimated gasoline expense for police vehicles and premium gasoline for motorcycles.
5203	Uniforms	95,000	Police issued uniforms for all 68 employees including: raincoats w/hoods, traffic safety vests, name bars, training shirts, jackets, trousers, s/s class b uniform, l/s class a uniform, dress hats w/ hat badge & expansion hat strap, patches, sweaters, chevrons, motor wings, ties, vests, etc. Motorcycle officers: breeches, boots, jackets, raincoats, helmets, duty leather class a ascot & shoulder braids. K-9, CST, TRT, ICT, & bicycle uniforms uniform patches, leather & web gear, honor guard uniforms, equipment and supplies, pins, badges, helmet badges, rubber boots, gun & taser holsters, academy/training uniforms, duty gear, etc. This budget account also includes uniform cleaning allowance per City/FOP contract ($135 ea, officer and civilian uniform quarterly and $149.75 ea, detective quarterly - 5 det. & 1 lt.), Uniform equip reimbursement per city/FOP contract ($300 ea x 50 sworn officers), Body armor replacement as needed at $701.25/ea per FOP contract.
5410	Subscriptions & Memberships	8,065	Tags for new vehicles, renewals for marked and unmarked police vehicles, tag transfers, etc.
5800	Training	41,930	Training and educational opportunities for Officers and Civilian employees. Some trainings are attentive safety & CPR training, first aid training, national tactical officers training, training conferences, CVSA training. This account budget also includes an estimated amount for tuition reimbursement granted to Officers per the City/FOP contract.
	Total Police	$ 9,096,393	

City of Miami Springs

Police Department

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Enhance and continue efforts to deliver “Personalized Police Service” to the City of Miami Springs.
2. Continued Community Policing initiatives to further the relationship between the police and citizens of the community.
3. Improve Department efficiency through the increased use of digital technology and internet communications.
4. Increase “Homeland Security” efforts.
5. Reduction of vehicle burglaries at commercial business parking lots.
6. Increase public awareness of crime prevention.
7. Reduce speeding infractions in residential and commercial areas.
8. Increase the commitment to addressing the growing traffic problems and the many legitimate complaints made by residents and enhance the ability to provide traffic safety in the community.
9. Continue commitment to combating the drug problem through interagency cooperation by the assignment of a Police Officer to the South Florida High Intensity Drug Trafficking Area (HIDTA Program)/South Florida Money Laundering Strike Force
10. Improve communications/networking with other government agencies involved in “Homeland Security” through participation in various task forces and utilization of advanced communication technology.
11. Increase the number of STEPs conducted by Officers to address residents’ complaints in trouble intersections and roadways (i.e. vehicles blocking intersections, reckless drivers, speeding, etc.)
12. Continue to issue monthly press releases and public safety announcements through all communication outlets.
13. Members of the Department received Tactical Response Team and Vehicle Close Quarters tactical training.
14. 2 MSPD Sergeants were promoted to Lieutenants
15. Were part of the Federally funded ICAC Task Force, the Investigations Division assisted various Agencies/Departments in Child Exploitation operations & investigations throughout Miami-Dade County.
16. Members of the Investigations Division were involved in a multi-agency undercover Prostitution/Human Trafficking operation that took place at a local hotel which led to multiple arrests.
17. 1 MSPD Public Service Aide was made Full-time
18. Coordinated and conducted monthly operations/details targeting problem areas within the cities resulting in multiple arrests and citations
19. 2 MSPD Officers were recruited from the police academy and hired.
20. 4 MSPD Officers were promoted to Sergeants
21. 1 MSPD Sergeant graduated from the Tactical Response Team School hosted by Doral PD, adding to our tactical Unit at MSPD.
22. Implemented School Zone Speed Detection Cameras across the city
23. Created a Traffic Safety Team Unit that focuses on traffic enforcement during specific details (conducted monthly), at problem zones, and promotes education to residents on traffic regulations within the city.
24. Coordinated the Easter Egg Drop event alongside our Parks & Recreation Department
25. Completed a three-week In-Service training for all newly hired Officers which included live-based scenarios, geography lessons, report writing, a recollection of all specialized units, and more.
26. Assisted local Troop Scout in fundraising money for his eagle scout project that commemorates our fallen officer, Charles B. Stafford
27. Attained funds to purchase a new K9 to be trained as the Departments first dual-purpose narcotics detector/comfort animal K-9.
28. Purchased Ballistic Shields for TRT

29. Coordinating, maintaining with DHSMV the Driver's License services in the Community, as well as scheduling the appointments.
30. Coordinated with FDOT in the relocation of homeless persons who were living under area bridges and train trestles. FDOT also conducted clean-ups all homeless encampments in these locations.
31. Coordinated MSPDs first "Block Watch" program with over 60 members and holding quarterly meetings
32. Coordinated MSPDs first Multi-Agency Softball Tournament Event
33. Coordinated MSPDs first Wheels and Shields community bike ride event
34. Assisted and was present at the following community events: Witches of Westward event with MS Woman's Club, Health and Safety Fair with MS Woman's Club, Mystic Force Foundation Gold Ribbon Parade for children with cancer, Career Days (Blessed Trinity, MS Elementary, Springview Elementary), Back to School event at Prince Field, Bike to School Day event, etc.
35. Conducted 3 Shred Events and an Active assailant presentation at ISAAC Academy for back to school.
36. Produced new Victim's Rights and Domestic Violence brochures (Brochures are now compliant with state law and can be viewed with a QR Code) and updated the department's Case Cards.
37. CPO Personnel provided digital fingerprinting services for the following: Residents & Businesses (18 vs 24 last year), City of Miami Springs Employees & Volunteers (117 vs 129 last year), and Mutual Aide Agreements with Hialeah Gardens (16 vs 12), Medley (6 vs 6), and Virginia Gardens (3 vs 3).
38. Red Light Camera Enforcement Program – In the calendar year for 2024, a total of 24,706. From October 1, 2024 through May 31, 2025, there were 13,656 Notice of Violations issued and 5,563 Uniform Traffic Citations issued (Month of October 1,999 NOVs issued highest). Local Hearings for Red Light Camera violations continued on a monthly basis with a total of 52 defendants from October 2024 through May 2025.
39. Assisted in various hurricane relief efforts accross south florida

Performance Measures and Scorecard

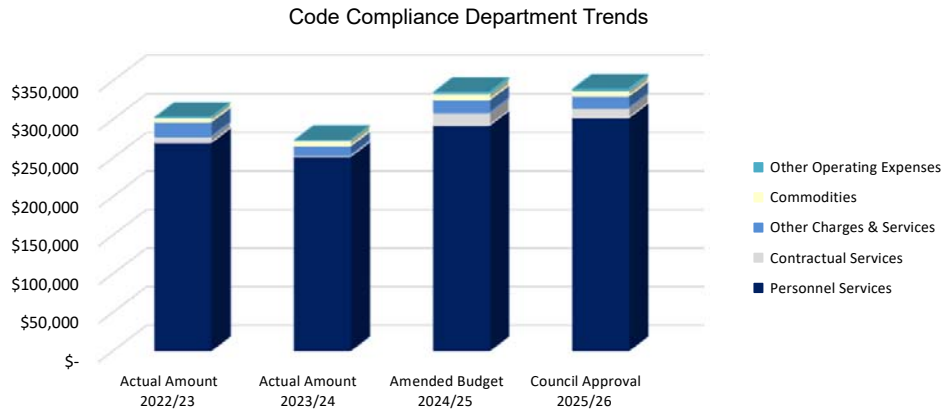
	Performance Workload Indicators	Police Department Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Crime Index	5, 6	752	769	633	550
	Crime rate (per 1,000)	5, 6	56	57	47	45
	Number of arrests	5, 6, 16	546	659	756	775
	Reported Traffic Accidents	7, 8, 11	600	791	786	750
	Traffic/parking citations	7, 8, 11	4,951	4,551	6,427	6,500
	Average call response time (min.)	1, 2, 3, 5	2:55	2:51	2:39	2:15
	Clearance rate of Class I Crimes	N/A	18.89%	26.77%	38.85%	40.00%
	Expenditures per resident population	N/A	$612.66	$626.55	$628.33	$653.77

City of Miami Springs

Code Compliance Department
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

The purpose of the Code Compliance Department is to protect the health, safety, and welfare of our residents by honoring and fulfilling the standards found in the City of Miami Springs Municipal Code; to maintain and improve the appearance of our neighborhoods and business districts to protect property values and enhance the economic setting. The Department provides our Citizens with the highest quality of service while attempting to obtain voluntary compliance from our residents, whenever possible, by administering a fair and unbiased compliance program. The character and principles of our Code Unit will ensure that our determination will always be present and we will always attempt to deter blight within our beautiful City of Miami Springs.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 269,531	$ 251,538	$ 292,116	$ 135,981	$ 301,808
3000/3999	Contractual Services	7,804	1,634	16,292	-	12,500
4000/4999	Other Charges & Services	19,126	12,181	16,795	6,103	15,674
5000/5399	Commodities	5,571	7,175	7,800	3,506	7,100
5400/5499	Other Operating Expenses	439	150	2,000	85	2,000
	Total Expenditures	$ 302,471	$ 272,678	$ 335,003	$ 145,675	$ 339,082

City of Miami Springs

Code Compliance Department

Fiscal Year 2025/26

001-2401-524

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 190,964	$ 174,037	$ 202,292	$ 93,904	$ 213,443	$ 11,151	5.51%
2100	FICA	13,483	12,127	15,475	6,739	16,328	853	5.51%
2201	Pension	17,891	16,102	21,079	10,532	22,433	1,354	6.42%
2301	Health, Life & Disability	44,301	45,828	50,083	23,264	45,144	(4,939)	-9.86%
2401	Workers' Compensation	2,892	3,444	3,186	1,542	4,460	1,274	39.98%
	Subtotal	$ 269,531	$ 251,538	$ 292,116	$ 135,981	$ 301,808	9,692	3.32%
Contractual Services								
3400	Other Cont. Services	$ 7,804	$ 1,634	$ 16,292	$ -	$ 12,500	(3,792)	-23.28%
	Subtotal	$ 7,804	$ 1,634	$ 16,292	$ -	$ 12,500	(3,792)	-23.28%
Other Charges & Services								
4000	Travel & Per Diem	$ 1,516	$ 960	$ 1,400	$ 480	$ 1,400	-	0.00%
4101	Communication Services	8,484	5,181	4,300	2,395	4,800	500	11.63%
4510	Fleet Maintenance	-	-	3,000	174	3,000	-	0.00%
4530	Insurance	9,126	6,040	6,695	3,054	5,674	(1,021)	-15.25%
4600	R&M	-	-	200	-	-	(200)	-100.00%
4700	Printing & Binding	-	-	400	-	-	(400)	-100.00%
4902	Other Current Charges	-	-	800	-	800	-	0.00%
	Subtotal	$ 19,126	$ 12,181	$ 16,795	$ 6,103	$ 15,674	(1,121)	-6.67%
Commodities								
5100	Office Supplies	$ 1,166	$ 1,627	$ 2,000	$ 1,484	$ 1,800	(200)	-10.00%
5200	Operating Supplies	4,405	3,787	4,300	2,022	3,800	(500)	-11.63%
5203	Uniforms	-	1,761	1,500	-	1,500	-	0.00%
	Subtotal	$ 5,571	$ 7,175	$ 7,800	$ 3,506	$ 7,100	(700)	-8.97%
Other Operating Expenses								
5410	Subscriptions & Memberships	$ 364	$ -	$ 1,000	$ -	$ 1,000	-	0.00%
5800	Training	75	150	1,000	85	1,000	-	0.00%
	Subtotal	$ 439	$ 150	$ 2,000	$ 85	$ 2,000	-	0.00%
							Overall	
	Total Community Development	$ 302,471	$ 272,678	$ 335,003	$ 145,675	$ 339,082	$ 4,079	1.22%

Personnel Summary						Change
Building Director	0.20	0.20	0.20	0.20	0.20	-
Code Compliance Officer	2.0	3.0	3.0	3.0	3.0	-
Department Total	2.20	3.20	3.20	3.20	3.20	-

City of Miami Springs

Code Compliance Department

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1200	Employee Salaries	$ 213,443	(4) Compliance officers
2100	FICA	16,328	Social Security & Medicare taxes
2201	Pension	22,433	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	45,144	Estimated annual employee costs for health, dental, life insurance benefits
2401	Workers' Compensation	4,460	Allocated cost of workers' compensation premiums paid
3400	Other Cont. Services	12,500	Special magistrate services
4000	Travel & Per Diem	1,400	Increase due to additional training
4101	Communication Services	4,800	Cell phone, office phones, internet
4510	Fleet Maintenance	3,000	Decreased vehicle maintenance
4530	Insurance	5,674	General liability, automotive, and property insurance
4600	R&M	-	Repairs to equipment if necessary
4700	Printing	-	Printing if necessary
4902	Other Current Charges	800	Bank charges and credit card fees
5101	Office Supplies	1,800	General office supplies
5200	Operating Supplies	3,800	Office depot, Toshiba copiers,
5240	Uniforms	1,500	Decreased due to less uniforms required
5410	Subscriptions & Memberships	1,000	Staff memberships
5800	Training	1,000	Training for staff
	Total Community Development	$ 339,082	

City of Miami Springs

Code Compliance Department

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. To educate and inform the residents and business owners of current City Codes and possible violations, by means of a monthly Code Compliance Corner article in the local newspaper.
2. To collect appropriate business tax license fees, to issue new business tax licenses in accordance to State of Florida regulations. To secure fees for renewals no later than June 1, 2025.
3. Maintain and follow up on all Code Compliance cases in an appropriate time manner and status, such as closed or active during the Fiscal year. Close all cases within 3 months of initial contact, unless specific extensions have been granted or pending Special Magistrate orders.
4. As of 8/20/2025 all local business tax receipts have been renewed and or in process of renewal.
5. Maintain 100% compliance of the business locations with required business tax licenses, signage, and maintenance of property ordinances within the City.
6. Prevent business locations from operating without a business tax license by failing to apply or renew their licenses on a timely manner.
7. To survey the City streets, alleys, sidewalks and properties daily, to prevent potentials safety hazards and esthetics violations.
8. To prevent a backlog of active Code Compliance cases by performing follow up inspections for a 90% compliance with the departmental timetable for Code Compliance process.
9. Worked on closing out old Code cases from previous employees, mailing Invoices and Satisfying Liens.
10. Successfully coordinated and performed various types of sweeps, e.g.: Property Maintenance; Residential Plantings (Hedges); Recreational Vehs., etc.
11. Generated YTD 5872 Code Compliance Cases, as of 8/20/2025.
12. Performed 4092 follow-up Code Compliance inspections, as of 8/20/2025.
13. Productively collected, processed, printed and mailed 613 business tax renewals.
14. Successfully prosecuted 111 cases that were presented before the Special Magistrate - 77 New Business; 9 Fine Reductions; 9 Appeals;16 Defaults and 2 Tabled as of 8/20/2025.
15. Effectively operated within the Code Compliance department while actively assisting the Building department during departmental changes of personnel.
16. Scheduled and performed 113 re-occupancy inspections, as of 8/20/2025.
17. Scheduled and performed 158 garage sale inspections, as of 8/20/2025.
18. Assisted and worked with Police Department and Public Works personnel on various Code Compliance issues.
19. Opened 26 new cases for business tax renewals as of 8/20/2025.

Performance Measures and Scorecard

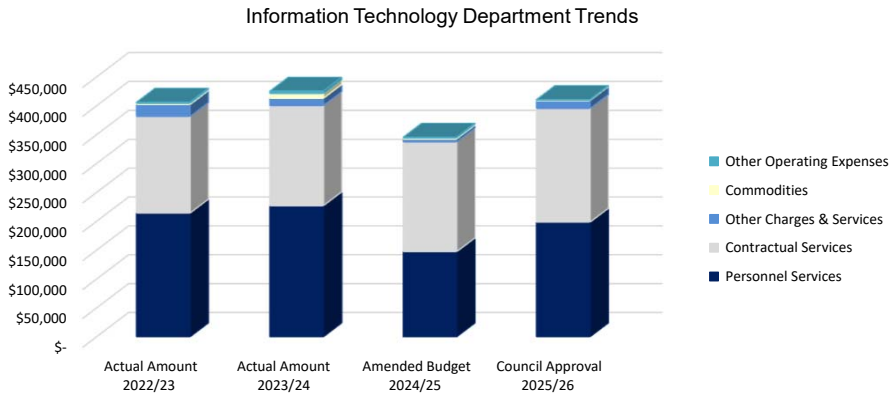
	Performance Workload Indicators	Code Compliance Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	All Business Tax Licenses will be printed and mailed by the day after Labor Day	2, 4	9/5/2023	9/3/2024	9/4/2025	9/3/2026
	Process New/Active Business Licenses	2, 4	As needed	As needed	As needed	As needeed
	Reduce number of complaints in regards to Code Compliance Officers	3	Yes	Yes	Yes	Yes
	All Code Compliance cases will be entered within 24 hours of implementation.	11, 12	Daily	Daily	Daily	Daily
	Complete Re-Occupancy inspections	16	Complete within 10 Days, avg 2 days	Complete within 10 Days, avg 2 days	Complete within 10 Days, avg 2 days	Complete within 10 Days, avg 2 days
	Perform garage sale inspections	5, 17	Weekly	Weekly	Weekly	Weekly
	Return phone calls, inquiries, and complaints	1, 2, 3	Daily	Daily	Daily	Daily
	Answer E-mail inquiries	1, 2, 3	Daily	Daily	Daily	Daily
	Answer public records request	1, 2, 3	Daily	Daily	As needed	As needeed
	Perform City Wide Sweeps	11, 12	As needed	As needed	As needed	As needeed
	Write article for the Gazette	1	Monthly	Monthly	Montly	onger needed
	Prepare Code Enforcement Board agenda and packets	3	As needed	As needed	As needed	As needeed
	Maintain accurate documentation and case files on all investigations.	3, 11, 12	Daily	Daily	Daily	Daily
	Prepare a variety of written reports, memos and correspondence related to enforcement activities.	3, 11, 12	Daily	Daily	Daily	Daily
	Perform field inspections, conduct investigations and provide recommendations for resolutions.	3, 11, 12	Daily	Daily	Daily	Daily
	Receive and respond to Citizen Complaints and reports from other departments on alleged violations of City Zoning and related municipal codes and ordinances.	18	Daily	Daily	Daily	Daily
	Generate over 1500 code compliance cases in a FY	3, 11, 12	3,815	3,500	5,872	5,900
	Perform over 1000 initial inspections in a FY	16	1,426	2,000	1,522	1600
	Perform over 1000 follow-up inspections in a FY	16	2,389	2,500	4,092	4,500

City of Miami Springs

Information Technology Department
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

The mission of the Information Technology Department is to provide comprehensive, quality technology-based services, at the most cost- effective manner while reducing vulnerabilities through advanced security solutions and education, and to facilitate the achievement of goals and objectives of each of the City's departments.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 214,216	$ 226,908	$ 147,255	$ 73,835	$ 198,412
3000/3999	Contractual Services	167,339	173,577	190,095	137,821	196,988
4000/4999	Other Charges & Services	20,654	12,505	5,196	5,326	13,550
5000/5399	Commodities	1,954	8,172	1,700	86	400
5400/5499	Other Operating Expenses	1,800	3,972	1,100	375	1,200
	Total Expenditures	$ 405,963	$ 425,134	$ 345,346	$ 217,443	$ 410,550

City of Miami Springs

Information Technology Department

Fiscal Year 2025/26

001-5301-513

Object Code #	Category		597,710	623,360	543,437	361,051	622,688	$ Change	% Change
Personnel Services									
1200	Employee Salaries	$	163,598	$ 173,622	$ 113,847	$ 53,594	$ 117,467	$ 3,620	3.18%
1300	Part Time Salaries		-	-	-	-	38,350	38,350	100.00%
2100	FICA		12,302	13,039	8,709	3,888	11,920	3,211	36.87%
2201	Pension		15,507	15,645	11,863	6,260	12,346	483	4.07%
2301	Health, Life & Disability		22,413	24,182	12,537	8,664	18,116	5,579	44.50%
2400	Workers' Compensation		396	420	299	1,429	213	(86)	-28.76%
	Subtotal	$	214,216	$ 226,908	$ 147,255	$ 73,835	$ 198,412	51,158	34.74%
Contractual Services									
3400	Other Cont. Services	$	167,339	$ 173,577	$ 190,095	$ 137,821	$ 196,988	6,893	3.63%
	Subtotal	$	167,339	$ 173,577	$ 190,095	$ 137,821	$ 196,988	6,893	3.63%
Other Charges & Services									
4101	Communication Services	$	8,013	$ 7,854	$ 100	$ 3,373	$ 3,500	3,400	3400.00%
4530	Insurance		5,590	3,705	4,496	1,512	3,810	(686)	-15.26%
4650	R&M		7,051	946	600	441	6,240	5,640	940.00%
	Subtotal	$	20,654	$ 12,505	$ 5,196	$ 5,326	$ 13,550	8,354	160.78%
Commodities									
5100	Office Supplies	$	330	$ 38	$ 200	$ -	$ 200	-	0.00%
5200	Operating Supplies		1,624	8,134	1,500	86	200	(1,300)	-86.67%
	Subtotal	$	1,954	$ 8,172	$ 1,700	$ 86	$ 400	(1,300)	-76.47%
Other Operating Expenses									
5400	Subscriptions & Memberships	$	602	$ 781	$ 600	$ 375	$ 600	-	0.00%
5800	Training		1,198	3,191	500	-	600	100	20.00%
	Subtotal	$	1,800	$ 3,972	$ 1,100	$ 375	$ 1,200	100	9.09%
								Overall	
	Total Information Technology	$	405,963	$ 425,134	$ 345,346	$ 217,443	$ 410,550	$ 65,205	18.88%

Personnel Summary						Change
Information Technology Director	1.0	1.0	1.0	1.0	1.0	-
Information Technology Manager	1.0	1.0	-	-	-	-
Information Technology PT	-	-	-	-	0.5	0.5
Department Total	2.0	2.0	1.0	1.0	1.5	0.5

City of Miami Springs

Information Technology Department

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1200	Employee Salaries	$ 117,467	IT Director
1300	Part Time Salaries	38,350	PT
2100	FICA	11,920	Social Security & Medicare taxes
2201	Pension	12,346	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	18,116	Estimated annual employee costs for health, dental, life insurance benefits
2400	Workers' Compensation	213	Allocated cost of workers' compensation premiums paid
3400	Other Cont. Services	196,988	Civic Plus / Municode website hosting $7,500 + Central Square Naviline $126,179 + Box.com $540 + Tyler Tech payroll $15,200 + Phone service $22,800 + AWS $1200 + Vircom $3,200 +Microsoft 365 $11,856 + Adobe admin license $1,850 + Everon Lenel support $3,500 + Knowbe4$3,163
4101	Communication Services	3,500	Office phone service for IT dept, cellular phones, Comcast
4530	Insurance	3,810	General liability, automotive, and property insurance
4650	R&M	6,240	7 USWpro CDW#: 5823900 units $756 each + 6 Unifi US6 pro wifi CDW#: 6826103 $158 each
5100	Office Supplies	200	Office supplies - paper/pens/etc…
5200	Operating Supplies	200	Desktop drives, keyboards, mice and flash drives
5400	Subscriptions & Memberships	600	flgisa + pro services iCloud and graphics apps + Mayor Mitchell iCloud subscription
5800	Training	600	Employee training
	Total Information Technology	$ 410,550	

City of Miami Springs

Information Technology

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

To foster the development and application of Information services to improve the lives of the citizens of Miami Springs. The
1. Information Technology Department will accomplish its goals by providing and coordinating Information services to its customers.

To provide technical support to each department's unique needs and help department heads decide on future technologies that
2. efficiently flow relevant data.

3. Install, repair, update, replace mission critical servers used by all employees within the City's local area network.

4. Monitor, implement, and fine-tune cybersecurity related controls used to protect the City's data, local and wide area networks.

5. Recommend hardware and software purchases that are compliant with our current security standards.

6. Limit access to employees to prevent data loss and unauthorized access to data and networks where not required.

7. Provide public wifi at each of the City's official buildings using secure and limited access.

8. Maintain updated network security, acceptable use, and related policies.

9. Maintain and update a local government continuity plan.

10. Ensure critical data is archived safely within standards and custom procedures used in the industry.

11. Track user computers and make recommendations of when upgrades are needed.

12. To provide auditors with required documentation.

13. Work with procurement and comptroller on managing technology related purchases.

14. Manage City's office phone system and cellular services.

15. Maintain door security system and provide secure City Hall building entry to all required employees.

Performance Measures and Scorecard

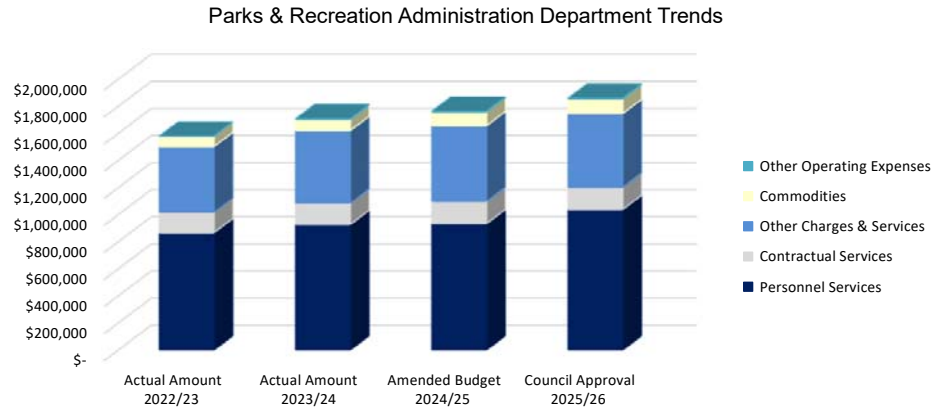
	Performance Workload Indicators	Information Technology Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Number of informal Help desk calls	1-11	1,560	1,080	1,424	1,020
	Daily average of web hits	1-11	623	N/A	N/A	1,000
	Daily average of web visitors	1-11	389	N/A	N/A	800
	Users supported	1-11	136	136	160	160
	PC's supported	1-11	142	142		
	HW Servers	1-11	19	7	13	6
	Virtual Servers	1-11	5	12	12	19
	Number of Hardware support calls	1-11	59	27	104	80
	Number of Software support calls	1-11	376	278	175	200
	Number of phone related support calls	1-11	37	303	325	100
	Number of trianing hours provided	1-11	100	62	120	120
	Tech staff to End User ratio	1-11	46:1	68:1	160:1	76:1
	Number of website related tasks or problems	1-11	23	16	122	100
	Number of network related tasks or problems	1-11	120	172	62	200
	Number of server related tasks or problems	1-11	945	284	520	500
	Email uptime	1-11	100.00%	100.00%	100.00%	100.00%
	File Services uptime	1-11	99.80%	99.23%	100.00%	100.00%
	LaserFiche scan system	1-11	99.40%	99.92%	99.32%	100.00%
	DNS	1-11	100.00%	98.63%	99.77%	100.00%
	DHCP	1-11	98.70%	98.63%	99.86%	100.00%
	Website	1-11	99.90%	100.00%	100.00%	100.00%
	Terminal Server	0-Jan	1,231	843	1,155	1,026
	DMS server	1-11	98.00%	99.23%	75.00%	75.00%
	TrendMicro antivirus	1-11	0.00%	0.00%	N/A	N/A
	Vermont Rectrac	1-11	100.00%	98.63%	100.00%	100.00%
	Golfnow	1-11	99.70%	98.63%	99.92%	100.00%
	MSPD-Mobile server	1-11	98.80%	98.46%	99.63%	100.00%
	MSPD-SQL | DHSMV ftp	1-11	98.80%	98.46%	99.86%	100.00%
	MSPD Domain Controller	1-11	99.40%	98.46%	99.77%	100.00%

City of Miami Springs

Parks & Recreation Administration
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

The City of Miami Springs Parks and Recreation Department will enrich the quality of life for the people of Miami Springs by providing significant recreational opportunities in exemplary parks and recreation environments. The Administration Division is responsible for overall operation of the Parks & Recreation Department and ensuring it is responsive to the needs of the residents.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 865,250	$ 924,928	$ 931,479	$ 400,521	$ 1,036,735
3000/3999	Contractual Services	150,396	158,936	165,514	80,156	165,514
4000/4999	Other Charges & Services	485,624	535,089	557,530	230,203	542,728
5000/5399	Commodities	76,107	82,811	102,020	42,051	108,020
5400/5499	Other Operating Expenses	580	4,062	5,000	299	5,000
	Total Expenditures	$ 1,577,957	$ 1,705,826	$ 1,761,543	$ 753,230	$ 1,857,997

City of Miami Springs

Parks & Recreation Administration

Fiscal Year 2025/26

001-5701-572

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 358,378	$ 369,814	$ 359,177	$ 166,864	$ 383,235	$ 24,058	6.70%
1300	Part Time Salaries	222,503	242,017	280,000	135,732	345,500	65,500	23.39%
1400	Overtime	36,163	35,332	-	17,623	-	-	0.00%
1600	Seasonal	90,116	115,136	140,000	10,734	145,000	5,000	3.57%
2101	FICA	53,989	58,174	59,607	25,288	66,841	7,234	12.14%
2201	Pension	34,231	34,368	37,426	18,662	40,856	3,430	9.16%
2301	Health, Life & Disability	59,754	59,983	53,223	25,300	51,349	(1,874)	-3.52%
2400	Workers' Compensation	10,116	10,104	2,045	318	3,954	1,909	93.34%
	Subtotal	$ 865,250	$ 924,928	$ 931,479	$ 400,521	$ 1,036,735	105,257	11.30%
Contractual Services								
3400	Other Cont. Services	$ 70,760	$ 86,507	$ 83,394	$ 37,476	$ 83,394	-	0.00%
3400	Officials/Referees	44,688	40,844	46,470	25,080	46,470	-	0.00%
3418-20	Pelican Playhouse	34,948	31,585	35,650	17,600	35,650	-	0.00%
	Subtotal	$ 150,396	$ 158,936	$ 165,514	$ 80,156	$ 165,514	-	0.00%
Other Charges & Services								
4000	Travel & Per Diem	$ 4,800	$ 4,800	$ 3,600	$ 2,400	$ 3,600	-	0.00%
4101	Communication Services	15,562	15,508	1,838	6,309	15,562	13,724	746.68%
4103	Postage	-	-	200	79	200	-	0.00%
4301	Utilities	155,769	151,316	167,382	63,460	167,382	-	0.00%
4402	Rentals and Leases	7,894	5,063	5,640	2,483	5,640	-	0.00%
4510	Fleet Maintenance	15,624	15,336	8,000	3,745	8,000	-	0.00%
4530	Insurance	137,492	151,863	183,921	86,496	155,865	(28,056)	-15.25%
4600	R&M	32,704	57,057	46,601	8,634	46,601	-	0.00%
4700	Printing & Binding	2,509	2,978	3,000	276	3,000	-	0.00%
4800	Advertising and Promotions	112,803	115,695	128,470	52,405	128,000	(470)	-0.37%
4902	Other Current Charges	467	15,473	8,878	3,916	8,878	-	0.00%
	Subtotal	$ 485,624	$ 535,089	$ 557,530	$ 230,203	$ 542,728	(14,802)	-2.65%
Commodities								
5100	Office Supplies	$ 1,315	$ 2,498	$ 2,500	$ 1,437	$ 2,500	-	0.00%
5200	Operating Supplies	47,183	46,397	50,385	23,726	56,385	6,000	11.91%
5202	Gas & Oil	-	3,140	2,500	1,938	2,500	-	0.00%
5240	Uniforms	-	1,976	3,500	910	3,500	-	0.00%
52XX	Other Operating Supplies	27,609	28,800	43,135	14,040	43,135	-	0.00%
	Subtotal	$ 76,107	$ 82,811	$ 102,020	$ 42,051	$ 108,020	6,000	5.88%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ 580	$ 929	$ 1,500	$ 299	$ 1,500	-	0.00%
5450	Training	-	3,133	3,500	-	3,500	-	0.00%
	Subtotal	$ 580	$ 4,062	$ 5,000	$ 299	$ 5,000	-	0.00%
							Overall	
	Total P&R Administration	$ 1,577,957	$ 1,705,826	$ 1,761,543	$ 753,230	$ 1,857,997	$ 96,455	5.48%

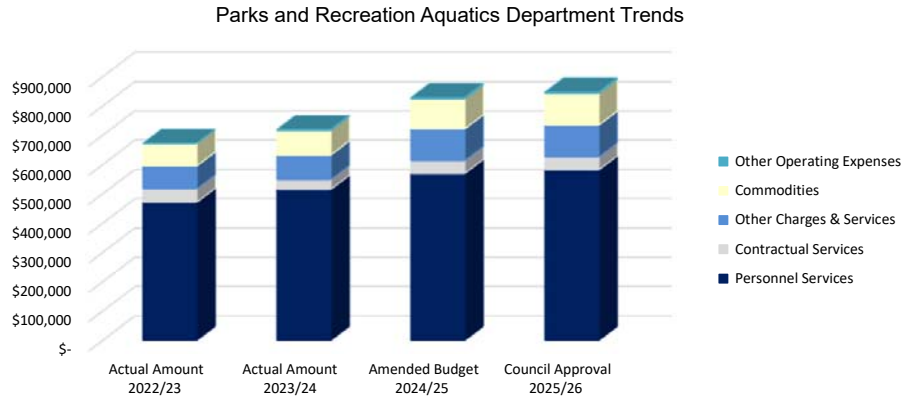
Personnel Summary						Change
Parks and Recreation Director	1.0	1.0	1.0	1.0	1.0	-
Programs Supervisor	1.0	1.0	1.0	1.0	1.0	-
Athletics Supervisor	1.0	1.0	1.0	1.0	1.0	-
Program Specialist	1.0	1.0	1.0	1.0	1.0	-
Recreation Coordinator	-	-	1.0	1.0	1.0	-
Recreation Coordinator (PT)	-	-	-	-	1.0	1
Recreation leaders (P/T)	as needed	as needed	as needed	as needed	as needed	-
Seasonal Leaders (P/T)	as needed	as needed	as needed	as needed	as needed	-
Department Total	4.00	4.00	5.0	5.0	6.0	1

City of Miami Springs

Parks & Recreation Aquatics
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

The City of Miami Springs Parks and Recreation Department will enrich the quality of life for the people of Miami Springs by providing significant recreational opportunities in exemplary parks and recreation environments. The Aquatics Division is responsible for operating the pool and all related water sports activities and related facilities.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 470,653	$ 514,735	$ 569,438	$ 212,212	$ 581,539
3000/3999	Contractual Services	45,906	33,522	43,948	20,364	43,948
4000/4999	Other Charges & Services	78,514	84,206	108,284	47,545	108,858
5000/5399	Commodities	43,971	52,371	65,500	14,118	65,500
5400/5499	Other Operating Expenses	3,312	1,888	5,000	666	5,000
	Total Expenditures	$ 642,356	$ 686,722	$ 792,170	$ 294,905	$ 804,845

City of Miami Springs

Parks & Recreation Aquatics

Fiscal Year 2025/26

001-5702-572

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 91,395	$ 106,364	$ 150,357	$ 50,885	$ 158,608	$ 8,251	5.49%
1300	Part Time Salaries	300,195	324,742	340,000	121,370	340,000	-	0.00%
1400	Overtime	7,980	5,536	-	2,047	-	-	0.00%
2101	FICA	30,132	32,631	37,512	13,108	38,143	631	1.68%
2201	Pension	9,217	9,787	11,291	5,661	12,255	965	8.54%
2301	Health, Life & Disability	25,448	28,991	28,991	13,873	28,570	(421)	-1.45%
2400	Workers' Compensation	5,976	6,684	1,287	5,268	3,962	2,675	207.80%
2500	Unemployment Compensation	310	-	-	-	-	-	0.00%
	Subtotal	$ 470,653	$ 514,735	$ 569,438	$ 212,212	$ 581,539	12,100	2.12%
Contractual Services								
3400	Other Cont. Services	$ 45,906	$ 33,522	$ 43,948	$ 20,364	$ 43,948	-	0.00%
	Subtotal	$ 45,906	$ 33,522	$ 43,948	$ 20,364	$ 43,948	-	0.00%
Other Charges & Services								
4101	Communication Services	$ 2,292	$ 2,039	$ -	$ 850	$ 2,040	2,040	100.00%
4301	Utilities	55,595	63,144	71,390	18,807	71,390	-	0.00%
4402	Rentals and Leases	726	-	4,500	-	4,500	-	0.00%
4530	Insurance	10,382	7,861	9,612	22,452	8,146	(1,466)	-15.25%
4600	R&M	9,519	11,162	22,782	5,436	22,782	-	0.00%
	Subtotal	$ 78,514	$ 84,206	$ 108,284	$ 47,545	$ 108,858	574	0.53%
Commodities								
5200	Operating Supplies	$ 43,971	$ 47,401	$ 60,500	$ 13,336	$ 60,500	-	0.00%
5240	Uniforms	-	4,970	5,000	782	5,000	-	0.00%
	Subtotal	$ 43,971	$ 52,371	$ 65,500	$ 14,118	$ 65,500	-	0.00%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ 641	$ 487	$ 1,000	$ 375	$ 1,000	-	0.00%
5450	Training	2,671	1,401	4,000	291	4,000	-	0.00%
	Subtotal	$ 3,312	$ 1,888	$ 5,000	$ 666	$ 5,000	-	0.00%
							Overall	
	Total Aquatics	$ 642,356	$ 686,722	$ 792,170	$ 294,905	$ 804,845	$ 12,674	1.60%

Personnel Summary						Change
Aquatics Supervisor	1.0	1.0	1.0	1.0	1.0	-
Aquatics Coordinator	1.0	1.0	1.0	1.0	1.0	-
Lifeguards (P/T)	as needed	as needed	as needed	as needed	as needed	-
Cashiers (P/T)	as needed	as needed	as needed	as needed	as needed	-
Department Total	2.0	2.0	2.0	2.0	2.0	-

City of Miami Springs

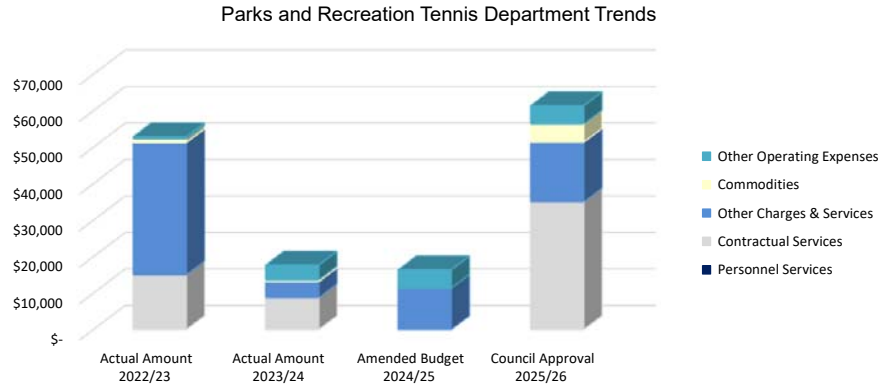
Parks & Recreation Tennis

Fiscal Year 2025/26

Departmental Budget Summary

Department Description

The City of Miami Springs Parks and Recreation Department will enrich the quality of life for the people of Miami Springs by providing significant recreational opportunities in exemplary parks and recreation environments.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ -	$ -	$ -	$ -	$ -
3000/3999	Contractual Services	15,000	8,750	-	1,839	35,000
4000/4999	Other Charges & Services	36,208	4,344	11,328	2,733	16,328
5000/5399	Commodities	1,040	482	-	10,400	5,000
5400/5499	Other Operating Expenses	-	-	-	-	-
	Total Expenditures	$ 52,248	$ 13,576	$ 11,328	$ 14,972	$ 56,328

City of Miami Springs

Parks & Recreation Tennis

Fiscal Year 2025/26

001-5703-572

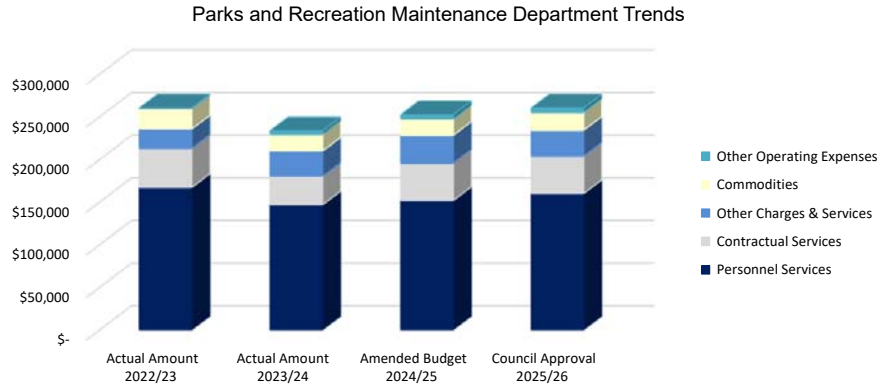
Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
1300	Part Time Salaries	-	-	-	-	-	-	0.00%
2101	FICA	-	-	-	-	-	-	0.00%
2201	Pension	-	-	-	-	-	-	0.00%
2301	Health, Life & Disability	-	-	-	-	-	-	0.00%
2400	Workers' Compensation	-	-	-	-	-	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
Contractual Services								
3400	Other Cont. Services	$ 15,000	$ 8,750	$ -	$ 1,839	$ 35,000	35,000	100.00%
	Subtotal	$ 15,000	$ 8,750	$ -	$ 1,839	$ 35,000	35,000	100.00%
Other Charges & Services								
4301	Utilities	$ 4,358	$ 4,344	$ 6,328	$ 2,278	$ 6,328	-	0.00%
4600	R&M	31,850	-	5,000	455	10,000	5,000	100.00%
	Subtotal	$ 36,208	$ 4,344	$ 11,328	$ 2,733	$ 16,328	5,000	44.14%
Commodities								
5200	Operating Supplies	$ 1,040	$ 482	$ -	$ 10,400	$ 5,000	5,000	100.00%
	Subtotal	$ 1,040	$ 482	$ -	$ 10,400	$ 5,000	5,000	100.00%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
							Overall	
	Total Tennis	$ 52,248	$ 13,576	$ 11,328	$ 14,972	$ 56,328	$ 45,000	397.25%

City of Miami Springs

Parks & Recreation Maintenance
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

The City of Miami Springs Parks and Recreation Department will enrich the quality of life for the people of Miami Springs by providing significant recreational opportunities in exemplary parks and recreation environments. The Parks Maintenance Division is responsible for the condition of all recreational facilities, fields and parks.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 166,651	$ 146,358	$ 151,298	$ 73,009	$ 159,500
3000/3999	Contractual Services	149,912	147,394	184,000	73,979	184,000
4000/4999	Other Charges & Services	22,753	29,647	32,603	10,266	30,302
5000/5399	Commodities	23,877	19,496	19,120	10,651	21,120
5400/5499	Other Operating Expenses	-	-	-	-	-
	Total Expenditures	$ 363,193	$ 342,895	$ 387,021	$ 167,905	$ 394,922

City of Miami Springs

Parks & Recreation Maintenance

Fiscal Year 2025/26

001-5705-572

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 81,965	$ 84,728	$ 92,950	$ 43,458	$ 95,740	$ 2,789	3.00%
1300	Part Time Salaries	38,554	25,377	20,000	9,008	21,835	1,835	9.18%
1400	Overtime	7,296	3,390	-	3,978	-	-	0.00%
2101	FICA	9,740	8,646	8,641	4,130	8,994	354	4.09%
2201	Pension	7,850	5,239	11,769	3,046	12,357	588	4.99%
2301	Health, Life & Disability	20,430	17,598	17,641	8,177	17,105	(536)	-3.04%
2400	Workers' Compensation	816	1,380	296	1,212	3,469	3,173	1070.02%
	Subtotal	$ 166,651	$ 146,358	$ 151,298	$ 73,009	$ 159,500	8,202	5.42%
Contractual Services								
3400	Other Cont. Services	$ 149,912	$ 147,394	$ 184,000	$ 73,979	$ 184,000	-	0.00%
	Subtotal	$ 149,912	$ 147,394	$ 184,000	$ 73,979	$ 184,000	-	0.00%
Other Charges & Services								
4402	Rentals and Leases	$ -	$ -	$ 1,000	$ -	$ 1,000	-	0.00%
4530	Insurance	1,409	1,613	1,975	1,194	1,674	(301)	-15.24%
4600	R&M	21,344	28,034	29,628	9,072	27,628	(2,000)	-6.75%
	Subtotal	$ 22,753	$ 29,647	$ 32,603	$ 10,266	$ 30,302	(2,301)	-7.06%
Commodities								
5200	Operating Supplies	$ 23,877	$ 19,496	$ 19,120	$ 10,651	$ 21,120	2,000	10.46%
	Subtotal	$ 23,877	$ 19,496	$ 19,120	$ 10,651	$ 21,120	2,000	10.46%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
							Overall	
	Total Maintenance	$ 363,193	$ 342,895	$ 387,021	$ 167,905	$ 394,922	$ 7,901	2.04%

Personnel Summary						Change
Recreation Maintenance Supervisor	1.0	1.0	1.0	1.0	1.0	-
Recreation Maintenance Worker	1.0	1.0	1.0	1.0	1.0	-
Recreation Maintenance Worker (P/T)	2.0	1.0	1.0	1.0	1.0	-
Department Total	4.0	3.0	3.0	3.0	3.0	-

City of Miami Springs

Parks and Recreation Services Department

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1200	**Employee Salaries**	$ 637,582	Full time Salaries: Director, Special Events/Programs Supervisor, Special Events/Program Specialist, Athletic Supervisor, Recreation Coordinator, Recreation Specialist, Aquatic Supervisor, Aquatic Coordinator,Field Maintenance Supervisor, Field Maintenance Worker
1300	**Part Time Salaries**	707,335	Approx. 20 employees for nights, weekends, afterschoolcare, school holiday program, special events. variable pay from $14.00- $17.99. Approx. 32 Seasonal and Year-Round employees. variable pay based on job position from $14.00- $24.00. Fields: Approx. 1-2 employees @ $14.50. **Reflects dollar increase to $14.00 for minimum wage employees.**
1400	**Overtime**	-	Estimated overtime costs
1600	**Seasonal**	145,000	Aprox 30 employees, including head camp leader, bus driver, senior group leaders and summer camp counselors. variable pay from $14.00- $21.00 **Reflects dollar increase to $14.00 for minimum wage employees.**
2101	**FICA**	113,979	Social Security & Medicare taxes
2201	**Pension**	65,469	Estimated pension contribution paid by the City for each full-time General employee
2301	**Health, Life & Disability**	97,024	Estimated annual employee costs for health, dental, life insurance benefits
2401	**Workers' Compensation**	11,385	Allocated cost of workers' compensation premiums paid
3400	**Other Cont. Services**	428,462	Marsden, Janitorial Contract **($48,664)** Krypton Pest Control Contract **($720)** RS Cable, Security Alarm Monitoring Contract **($1,500)** Diversifire Fire Alarm Monitoring Contract **($2,600)** Thor Gaurd, Lighting Prediction System Contract **($5,100)** Alsco, Floor Mats/Dust Mops Cleaning Contract **($2,400)** Vermont Systems, Rec Trac Maintenance and Hosting/Web Trac **($16,610)** Fitness Solutions, Equipment Monthly Maintenance **($2,000)** Primos Contract **($1,800)** Rails Back Fire Sprinkler Contract **($2,000)** Marsden, Janitorial Contract **($22,248)** Dept of Health **($500)** Sentry Security, Security Alarm Monitoring Contract **($1,800)** Diversifire Fire Alarm Monitoring Contract **($3100)** Dept of Agriculture and ADP Slide Inspection **($1,000)** Alsco, Floor Mats Cleaning Contract **($1300)** Slidepros-Annual Slide Maintenance **($9,000)** Ces, Heater Maintenance **($3,000)** Rails Back Fire Sprinkler Contract **($2,000)** Brightview Field Maintenance Contract **($141,000)** Added Service to contract fertilzation **($24,000)** laser grading of fields/ adding clay **($19,000).** Pelican Playhouse **($31,400).** Tennis Instructors 70% split **($35,000)**
4001	**Travel & Per Diem**	3,600	Recreation Director Car Allowance
4101	**Communication Services**	17,802	Cell phone, office phones, internet, postage for mailing
4301	**Utilities**	245,100	Estimated amounts for FPL, water and gas
4402	**Rentals and Leases**	11,140	Metered Copies Contract **($300)** Storage Unit Monthly Rental Contract **($3,696)** Pool Vaccuum Lease **($4,500)** Equipment as needed for fields **($1000)**. Toshiba copier rental.
4510	**Fleet Maintenance**	8,000	Expenses related to the vehicles used by staff. 2 buses, 4 trucks.
4530	**Insurance**	165,685	General liability, automotive, and property insurance
4600	**R&M**	107,011	Cost Associated with all repairs to building, gym floors, walls electrical, aquatic center, tennis center and fields as needed.

City of Miami Springs

Parks and Recreation Services Department

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
4700	Printing & Binding	3,000	Signs, Banners, and Posters
4800	Advertising and Promotions	128,000	Covers all Events Associated with Special Events: Daddy Daughter Date Night, Christmas at the Gazebo, Easter Events, Halloween Event, 4th of July- Car Rentals/Fireworks/Pool Party, Back to School Party, Luau Pool Party, Memorial Day and Veterans Day Ceremonies, Ribbon Cutting Ceremonies, as needed, Wreck Camp Out, Holiday Golf Cart Parade, Movie Nights, Holiday Tree Lighting, Back to School Field Party, Family Fun Friday Nights, Popsicle Wednesdays, Corn Hole Tournaments. Field trips/Activities for all Summer Camp age groups up to 160 campers.
4902	Other Current Charges	8,878	Bank charges and credit card fees
5101	Office Supplies	2,500	Misc office supplies, as needed
5200	Operating Supplies	143,005	All Expenses Associated with After School Care, School Holiday program, Summer Camp Program, Athletic Equipment, First Aid Supplies, Aquatic Supplies, Class Materials,Building paint, trash receptacles, equipment, as needed. Covers expenses for uniforms, trophies, DJ for End of Season Celebrations and Championship Games.x 2 seasons (basketball youth league). Chlorine, CO2, Calcium, Muartic Acid, as needed.
5202	Gas & Oil	2,500	Estimated expense for repairs and tires done at Public Works.
5240	Uniforms	8,500	Uniforms for Full Time and Year Round Part time Staff
52XX	Other Operating Supplies	43,135	Field Paint, Calfine, Rapid Dry, Hardware, Dog Park Supplies, As Needed. Based on 240 participants, Catering Costs, Banquet Staff and DJ (Daddy Daugther Dance). Covers events associated with teen program projects. Based on 60 participants- shirts, awards, end of camp party (sept)(basketball camp youth). Based on 15 participants- shirts, awards, end of camp party (basketball ball advanced). Jerseys and trophies (basketball mens). Timing System, Timing chips, shirts medals, and giftcards for turkey trot and springs festival runs. Jerseys, awards, Championship Celebration (summer)(basketball teen league). Covers expenses for uniforms, trophies, DJ for end of season parties and championship games (flag football).
5410	Subscriptions & Memberships	2,500	FRPA membership fees for Full Time staff
5450	Training	7,500	Seminars, Classes and Certifications, CRPR Certifications for Full Time staff Pool Operators recertification, Costs associated with Red Cross
	Total Parks and Recreation	$ 3,114,092	

City of Miami Springs

Parks & Recreation Department

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1 To provide opportunities for residents to have leisure, recreation and improve their social, mental and physical well-being through participation in a variety of recreational and cultural activities in a safe environment.

2 Conduct cooperative youth and adult sports programs including but not limited to soccer, basketball, baseball and flag football.

3 Provide additional “non-athletic” youth, adult, senior programs and increase participation in our Special Events at the Recreation Center.

4 Conduct periodic meetings with local non-City organizations that co-sponsor programs through the Recreation department.

5 Increase our overall recreational programs by 10%

6 Implement new events for the community

7 Enhance our athletic programs (basketball and flag football)

8 To have the Miami Springs Aquatic Center provide our residents and patrons with a safe environment to learn to swim, aquatic leisure and to also have a family fun experience.

9 Offer additional family-oriented activities during “open swim” sessions

10 Offer Learn to Swim program

11 Offer water safety classes to the community

12 Host events quarterly at the Aquatic Center

13 Offer fitness water classes for our pool patrons

14 To maintain the Tennis facility for all residents of the City of Miami Springs to enjoy and have leisure/recreation activities.

15 To supervise Valiente Tennis to assure that a variety of programs for both youth and adults, on a social and competitive level, are being offered.

16 Assist Valiente Tennis with promoting their youth and adult programs to residents, local hotels and businesses.

17 Continue to host district and regional high school tournaments

18 To improve and enhance the play ability of the athletic fields at Prince Field, Stafford Park and Dove Avenue Park.

19 Aerate fields a minimum of two times annually

20 Establish a proper maintenance schedule to improve field conditions

21 Provide daily maintenance to keep fields up to par year round

22 Laser grade all ball fields as needed

23 Re-sod parks as necessary

24 Upgrade irrigation at parks

25 Have our maintenance supervisor trained in all aspects regarding field maintenance, etc. (trained, certified and licensed)

City of Miami Springs

Parks & Recreation Department

Fiscal Year 2025/26

Performance Measures and Scorecard

	Performance Workload Indicators	Parks and Recreation Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Increase participants in co-sponsored athletic programs by 10%	1, 2	Yes	Yes	Yes	Yes
	Assist the Optimist and Little League with registration and promotions	1, 3	Yes	Yes	Yes	Yes
	Increase teen basketball league	1, 7	Yes	Yes	Yes	Yes
	Increase Summer Basketball Camp	1, 7	No	Yes	No	Yes
	Increase number of Youth Basketball Program Participants by 10%	1, 7	Yes	Yes	Yes	Yes
	Develop New Programming -Camper Swim Lessons (Increase by 10%)	1, 9, 10, 11, 12, 13	Yes	Yes	Yes	Yes
	CIT Program. (Increase by 10%)	1	Yes	Yes	Yes	Yes
	Increase Teen Program participation by 10%	1	Yes	Yes	Yes	Yes
	Increase participation in our 5K's by 10%	1	Yes	Yes	Yes	Yes
	Increase special events attendance	1, 3	Yes	Yes	Yes	Yes
	Increase our Wreck Camp Out Event by 10%	1, 5	Yes	Yes	Yes	Yes
	Implement a Toy Drive in conjunction with our Holiday Event	1, 3	Yes	Yes	Yes	Yes

City of Miami Springs

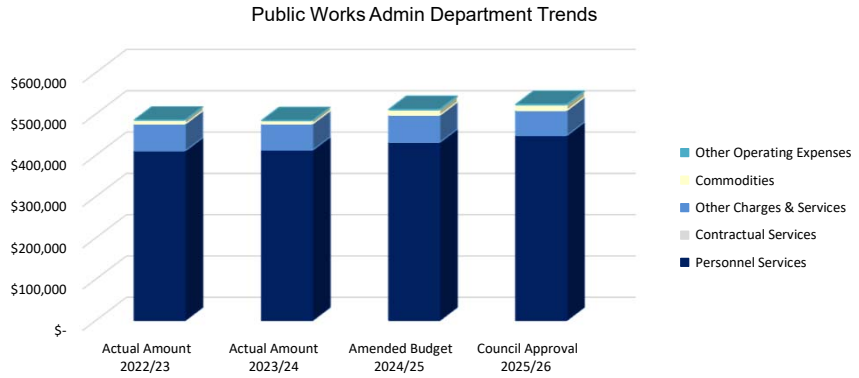
Public Works Administration

Fiscal Year 2025/26

Departmental Budget Summary

Department Description

The Administrative Division is responsible for the management of the Public Services Department. This includes strategic planning for the maintenance of all infrastructure, utilities, and services within the City. The Administration also provides supervision, training, guidance, and support for all of the employees within the Public Works department.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 410,481	$ 412,218	$ 430,996	$ 168,376	$ 447,673
3000/3999	Contractual Services	-	-	-	-	-
4000/4999	Other Charges & Services	64,956	63,592	65,618	36,186	60,467
5000/5399	Commodities	9,145	7,931	12,943	4,225	13,500
5400/5499	Other Operating Expenses	338	12	1,300	93	1,300
	Total Expenditures	$ 484,920	$ 483,753	$ 510,857	$ 208,880	$ 522,940

City of Miami Springs

Public Works Administration

Fiscal Year 2025/26

001-5401-541

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 304,742	$ 315,382	$ 321,073	$ 124,485	$ 338,025	$ 16,953	5.28%
1400	Overtime	1,029	1,612	-	109	500	500	100.00%
2100	FICA	23,393	24,321	24,562	9,585	25,859	1,297	5.28%
2201	Pension	29,443	26,378	33,456	16,916	35,526	2,071	6.19%
2301	Health, Life & Disability	49,318	41,741	47,534	17,119	47,301	(233)	-0.49%
2400	Workers' Compensation	2,556	2,784	4,372	162	461	(3,911)	-89.45%
	Subtotal	$ 410,481	$ 412,218	$ 430,996	$ 168,376	$ 447,673	16,677	3.87%
Contractual Services								
3400	Other Cont. Services	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
Other Charges & Services								
4000	Travel & Per Diem	$ 4,200	$ 3,500	$ 4,200	$ 2,100	$ 4,200	-	0.00%
4101	Communication Services	5,615	6,685	6,950	3,313	6,950	-	0.00%
4103	Postage	-	-	1,000	476	1,000	-	0.00%
4301	Utilities	13,830	18,478	15,000	11,553	15,000	-	0.00%
4402	Rentals and Leases	2,406	1,466	1,600	635	1,600	-	0.00%
4510	Fleet Maintenance	2,824	5,026	2,500	755	2,500	-	0.00%
4530	Insurance	34,554	28,063	33,768	17,354	28,617	(5,151)	-15.25%
4600	R&M	796	271	500	-	500	-	0.00%
4700	Printing and Binding	731	100	100	-	100	-	0.00%
4902	Other Current Charges	-	3	-	-	-	-	0.00%
	Subtotal	$ 64,956	$ 63,592	$ 65,618	$ 36,186	$ 60,467	(5,151)	-7.85%
Commodities								
5100	Office Supplies	$ 2,484	$ 1,217	$ 3,143	$ 633	$ 3,000	(143)	-4.55%
5200	Operating Supplies	6,661	5,030	8,000	2,485	8,000	-	0.00%
5202	Gas & Oil	-	1,684	1,800	1,107	2,500	700	38.89%
	Subtotal	$ 9,145	$ 7,931	$ 12,943	$ 4,225	$ 13,500	557	4.30%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ 3	$ 12	$ 300	$ 8	$ 300	-	0.00%
5800	Training	335	-	1,000	85	1,000	-	0.00%
	Subtotal	$ 338	$ 12	$ 1,300	$ 93	$ 1,300	-	0.00%
							Overall	
	Total Public Works Administration	$ 484,920	$ 483,753	$ 510,857	$ 208,880	$ 522,940	$ 12,083	2.37%

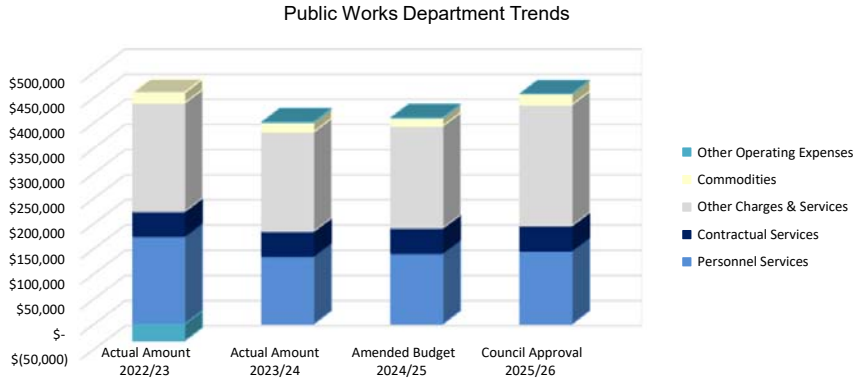
Personnel Summary						Change
Director of Public Works	1.0	1.0	1.0	1.0	1.0	-
Assistant Director of Public Works	1.0	1.0	1.0	1.0	1.0	-
Administrative Assistant I	2.0	2.0	2.0	2.0	1.0	(1)
Administrative Assistant II	1.0	1.0	1.0	1.0	1.0	-
Materials Mgt Clerk	1.0	1.0	1.0	1.0	1.0	-
Department Total	6.0	6.0	6.0	6.0	5.0	(1)

City of Miami Springs

Public Works Streets/Streetlights
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

The Streets Division's function is to maintain and repair all city streets, streetlights, bike paths, alleys, and sidewalks. This division also maintains the monuments, city seals, and traffic and street signs that are not maintained by Miami-Dade County Public Works Department. Projects undertaken by this Division are supplemented with Local Option Gas Tax and CITT/Peoples Transportation Tax funds.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 173,765	$ 134,380	$ 140,414	$ 63,733	$ 145,156
3000/3999	Contractual Services	49,685	49,670	50,000	-	50,000
4000/4999	Other Charges & Services	215,730	197,608	202,903	94,339	240,613
5000/5399	Commodities	20,622	18,860	16,700	9,502	22,000
5400/5499	Other Operating Expenses	(33,130)	836	-	-	-
	Total Expenditures	$ 426,672	$ 401,354	$ 410,017	$ 167,574	$ 457,769

City of Miami Springs

Public Works Streets/Streetlights

Fiscal Year 2025/26

001-5402-541

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 119,332	$ 89,053	$ 89,681	$ 41,785	$ 96,126	$ 6,445	7.19%
1400	Overtime	-	327	-	452	1,000	1,000	100.00%
2100	FICA	8,505	6,778	6,861	3,215	7,354	493	7.19%
2201	Pension	11,321	8,184	9,345	4,702	10,103	758	8.11%
2301	Health, Life & Disability	33,299	28,706	23,124	10,993	22,973	(151)	-0.65%
2400	Workers' Compensation	1,308	1,332	11,403	2,586	7,600	(3,803)	-33.35%
	Subtotal	$ 173,765	$ 134,380	$ 140,414	$ 63,733	$ 145,156	4,742	3.38%
Contractual Services								
3400	Other Cont. Services	$ 49,685	$ 49,670	$ 50,000	$ -	$ 50,000	-	0.00%
	Subtotal	$ 49,685	$ 49,670	$ 50,000	$ -	$ 50,000	-	0.00%
Other Charges & Services								
4301	Utilities	$ 175,031	$ 170,822	$ 176,000	$ 73,500	$ 204,000	28,000	15.91%
4510	Fleet Maintenance	20,185	15,668	15,000	9,130	15,000	-	0.00%
4530	Insurance	-	1,567	1,903	948	1,613	(290)	-15.24%
4600	R&M	20,514	9,551	10,000	10,761	20,000	10,000	100.00%
	Subtotal	$ 215,730	$ 197,608	$ 202,903	$ 94,339	$ 240,613	37,710	18.59%
Commodities								
5200	Operating Supplies	$ 20,622	$ 9,051	$ 11,700	$ 4,073	$ 12,000	300	2.56%
5202	Gas & Oil	-	9,809	5,000	5,429	10,000	5,000	100.00%
	Subtotal	$ 20,622	$ 18,860	$ 16,700	$ 9,502	$ 22,000	5,300	31.74%
Other Operating Expenses								
5500	Inventory Over/Short	$ (33,130)	$ 836	$ -	$ -	$ -	-	0.00%
	Subtotal	$ (33,130)	$ 836	$ -	$ -	$ -	-	0.00%
							Overall	
	Total Streets/Streetlights	$ 426,672	$ 401,354	$ 410,017	$ 167,574	$ 457,769	$ 47,752	11.65%

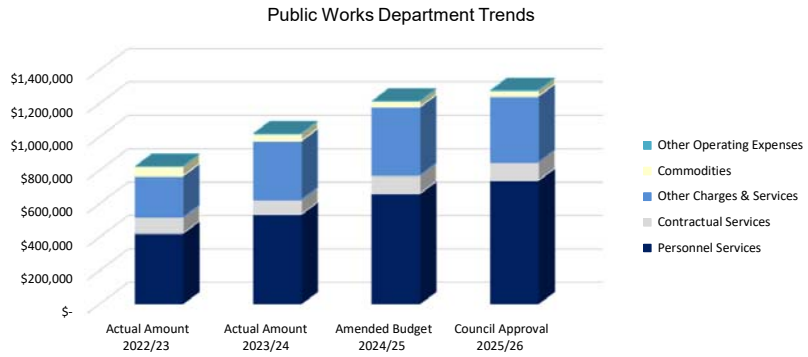
Personnel Summary						Change
Maintenance Worker I	2.0	2.0	2.0	2.0	2.0	-
Department Total	2.0	2.0	2.0	2.0	2.0	-

City of Miami Springs

Public Works Public Properties
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

The Public Properties Division maintains all green spaces that are in the public right of ways. Our expert staff continues to work with residents to educate them in proper tree care. The Public Properties Division is also charged with the task of keeping our city streets free of litter, and serves as support for all City functions.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 420,573	$ 534,505	$ 658,635	$ 306,961	$ 737,304
3000/3999	Contractual Services	96,894	87,528	110,000	5,830	110,000
4000/4999	Other Charges & Services	246,705	352,234	408,858	129,165	394,015
5000/5399	Commodities	57,459	44,150	35,000	16,498	35,000
5400/5499	Other Operating Expenses	-	-	-	-	-
	Total Expenditures	$ 821,631	$ 1,018,417	$ 1,212,493	$ 458,454	$ 1,276,319

City of Miami Springs

Public Works Public Properties
Fiscal Year 2025/26
001-5404-541

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 292,700	$ 367,455	$ 417,595	$ 198,868	$ 492,564	$ 74,969	17.95%
1400	Overtime	3,972	4,252	-	3,439	8,000	8,000	100.00%
2100	FICA	22,618	27,948	31,946	15,127	37,681	5,735	17.95%
2201	Pension	27,431	28,962	43,513	18,844	51,768	8,255	18.97%
2301	Health, Life & Disability	67,900	99,792	112,481	57,959	111,407	(1,074)	-0.95%
2400	Workers' Compensation	5,952	6,096	53,099	12,030	35,883	(17,216)	-32.42%
2500	Unemployment Compensation	-	-	-	694	-	-	0.00%
	Subtotal	$ 420,573	$ 534,505	$ 658,635	$ 306,961	$ 737,304	78,669	11.94%
Contractual Services								
3400	Other Cont. Services	$ 96,894	$ 87,528	$ 110,000	$ 5,830	$ 110,000	-	0.00%
	Subtotal	$ 96,894	$ 87,528	$ 110,000	$ 5,830	$ 110,000	-	0.00%
Other Charges & Services								
4101	Communication Services	$ 5,603	$ 3,934	$ 500	$ 733	$ 1,000	500	100.00%
4301	Utilities	105,865	95,585	100,000	44,855	100,000	-	0.00%
4510	Fleet Maintenance	35,975	24,953	25,000	9,348	25,000	-	0.00%
4530	Insurance	80,398	223,897	274,958	68,394	233,015	(41,943)	-15.25%
4600	R&M	18,858	3,865	8,400	5,823	35,000	26,600	316.67%
4902	Other Current Charges	6	-	-	12	-	-	0.00%
	Subtotal	$ 246,705	$ 352,234	$ 408,858	$ 129,165	$ 394,015	(14,843)	-3.63%
Commodities								
5100	Office Supplies	$ 57,459	$ -	$ -	$ -	$ -	-	0.00%
5200	Operating Supplies	-	35,633	25,000	14,214	25,000	-	0.00%
5202	Gas & Oil	-	8,517	10,000	2,284	10,000	-	0.00%
	Subtotal	$ 57,459	$ 44,150	$ 35,000	$ 16,498	$ 35,000	-	0.00%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
							Overall	
	Total Public Properties	$ 821,631	$ 1,018,417	$ 1,212,493	$ 458,454	$ 1,276,319	$ 63,826	5.26%

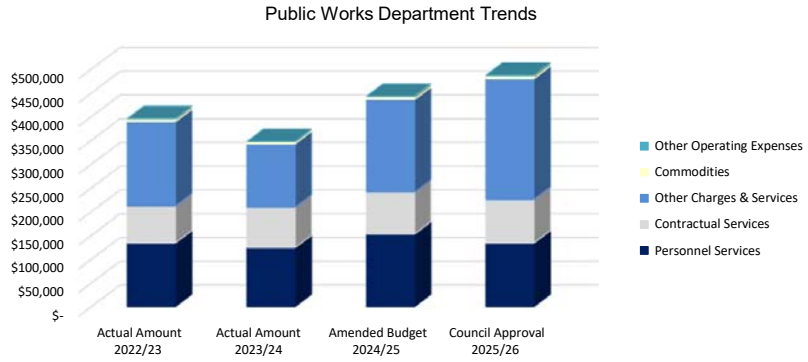
Personnel Summary						Change
Maintenance Worker I	10.0	10.0	10.0	10.0	10.0	-
Maintenance Worker II	1.0	1.0	1.0	1.0	1.0	-
Department Total	11.0	11.0	11.0	11.0	11.0	-

City of Miami Springs

Public Works Building Maintenance
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

The Building Maintenance Division is responsible for the maintenance of all buildings, monuments, and park benches owned by the City. Other functions include general carpentry repairs, painting, minor alterations, and minor electrical repairs.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 133,851	$ 123,950	$ 152,573	$ 50,882	$ 133,695
3000/3999	Contractual Services	78,132	85,267	88,200	35,746	92,000
4000/4999	Other Charges & Services	177,222	133,532	195,028	88,844	254,127
5000/5399	Commodities	6,429	4,672	7,000	3,550	7,000
5400/5499	Other Operating Expenses	-	-	-	-	-
	Total Expenditures	$ 395,634	$ 347,421	$ 442,801	$ 179,022	$ 486,822

City of Miami Springs

Public Works Building Maintenance
Fiscal Year 2025/26
001-5405-541

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 93,561	$ 86,711	$ 98,860	$ 32,777	$ 91,453	$ (7,408)	-7.49%
1400	Overtime	1,104	734	-	121	-	-	0.00%
2100	FICA	7,164	6,546	7,563	3,015	6,996	(567)	-7.49%
2201	Pension	8,875	8,119	10,301	4,145	9,612	(690)	-6.69%
2301	Health, Life & Disability	21,743	20,388	23,278	9,786	23,003	(275)	-1.18%
2400	Workers' Compensation	1,404	1,452	12,571	1,038	2,631	(9,940)	-79.07%
	Subtotal	$ 133,851	$ 123,950	$ 152,573	$ 50,882	$ 133,695	(18,879)	-12.37%
Contractual Services								
3400	Other Cont. Services	$ 78,132	$ 85,267	$ 88,200	$ 35,746	$ 92,000	3,800	4.31%
	Subtotal	$ 78,132	$ 85,267	$ 88,200	$ 35,746	$ 92,000	3,800	4.31%
Other Charges & Services								
4101	Communication Services	$ -	$ 429	$ 1,050	$ 239	$ 1,050	-	0.00%
4301	Utilities	309	439	125	153	125	-	0.00%
4510	Fleet Maintenance	2,477	541	1,200	11	1,200	-	0.00%
4530	Insurance	-	1,705	2,067	1,044	1,752	(315)	-15.24%
4600	R&M	174,436	130,418	190,586	87,397	250,000	59,414	31.17%
	Subtotal	$ 177,222	$ 133,532	$ 195,028	$ 88,844	$ 254,127	59,099	30.30%
Commodities								
5100	Office Supplies	$ 6,429	$ -	$ -	$ -	$ -	-	0.00%
5200	Operating Supplies	-	2,484	5,000	3,190	5,000	-	0.00%
5202	Gas & Oil	-	2,188	2,000	360	2,000	-	0.00%
	Subtotal	$ 6,429	$ 4,672	$ 7,000	$ 3,550	$ 7,000	-	0.00%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
							Overall	
	Total Building Maintenance	$ 395,634	$ 347,421	$ 442,801	$ 179,022	$ 486,822	$ 44,020	9.94%

Personnel Summary						Change
Building Maintenance Specialist II	1.0	1.0	1.0	1.0	1.0	-
Building Maintenance Technician	1.0	1.0	1.0	1.0	1.0	-
Department Total	2.0	2.0	2.0	2.0	2.0	-

City of Miami Springs

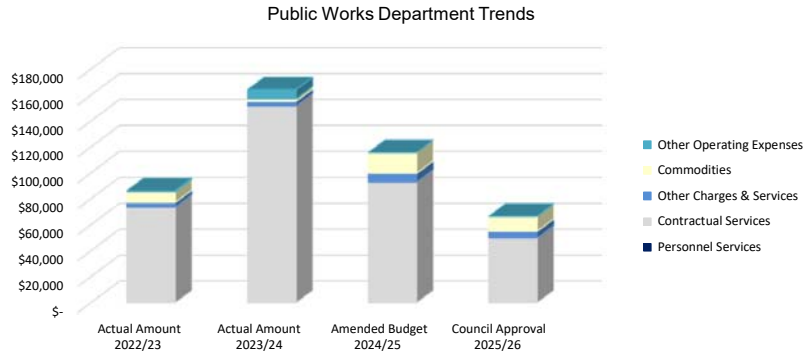
Public Works Fleet Maintenance

Fiscal Year 2025/26

Departmental Budget Summary

Department Description

The Fleet Maintenance Division is responsible for the maintenance of all City-owned vehicles, generators, and motorized equipment.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ -	$ -	$ -	$ -	$ -
3000/3999	Contractual Services	73,893	151,747	93,228	104,410	50,000
4000/4999	Other Charges & Services	3,420	3,536	6,574	4,667	5,105
5000/5399	Commodities	8,451	2,020	16,000	5,749	11,500
5400/5499	Other Operating Expenses	625	6,965	-	(178)	-
	Total Expenditures	$ 86,389	$ 164,268	$ 115,802	$ 114,648	$ 66,605

City of Miami Springs

Public Works Fleet Maintenance

Fiscal Year 2025/26

001-5407-541

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
1400	Overtime	-	-	-	-	-	-	0.00%
2101	FICA	-	-	-	-	-	-	0.00%
2201	Pension	-	-	-	-	-	-	0.00%
2301	Health, Life & Disability	-	-	-	-	-	-	0.00%
2400	Workers' Compensation	-	-	-	-	-	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
Contractual Services								
3400	Other Cont. Services	$ 73,893	$ 151,747	$ 93,228	$ 104,410	$ 50,000	(43,228)	-46.37%
	Subtotal	$ 73,893	$ 151,747	$ 93,228	$ 104,410	$ 50,000	(43,228)	-46.37%
Other Charges & Services								
4510	Fleet Maintenance	$ 162	$ 34	$ 2,500	$ 949	$ 2,500	-	0.00%
4530	Insurance	3,258	2,640	3,074	-	2,605	(469)	-15.26%
4600	R&M	-	862	1,000	3,718	-	(1,000)	-100.00%
	Subtotal	$ 3,420	$ 3,536	$ 6,574	$ 4,667	$ 5,105	(1,469)	-22.35%
Commodities								
5100	Office Supplies	$ 8,451	$ -	$ -	$ -	$ -	-	0.00%
5200	Operating Supplies	-	1,134	15,000	5,239	10,000	(5,000)	-33.33%
5202	Gas & Oil	-	886	1,000	510	1,500	500	50.00%
	Subtotal	$ 8,451	$ 2,020	$ 16,000	$ 5,749	$ 11,500	(4,500)	-28.13%
Other Operating Expenses								
5500	Inventory Over/Short	$ 625	$ 6,965		$ (178)	$ -	-	0.00%
	Subtotal	$ 625	$ 6,965	$ -	$ (178)	$ -	-	0.00%
							Overall	
	Total Fleet Maintenance	$ 86,389	$ 164,268	$ 115,802	$ 114,648	$ 66,605	$ (49,197)	-42.48%

City of Miami Springs

Public Works

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1200	Employee Salaries	$ 1,018,168	Salaries for the department
1400	Overtime	9,500	Estimated overtime costs
2101	FICA	77,890	Social Security & Medicare taxes
2201	Pension	107,009	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	204,684	Estimated annual employee costs for health, dental, life insurance benefits
2400	Workers' Compensation	46,576	Allocated cost of workers' compensation premiums paid
3400	Other Contractual Services	302,000	Tree Trimming, Arborist Services, Tree planting, Citywide Janitorial Services, Citywide Fleet Services Garage Contract
4001	Travel & Per Diem	4,200	Director car allowance
4101	Communication Services	9,000	Suncom, Verizon, Comcast-Internet/Fiberlink,Comcast cable front office and lunchroom
4103	Postage	1,000	Postage to mail letters, payments, etc.
4301	Utilities	319,125	PW Facility water and electrical service, Citywide Streetlights
4402	Rentals and Leases	1,600	Toshiba Printers and Copiers

City of Miami Springs

Public Works

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
4510	Fleet Maintenance	46,200	Repair & Maintenance for all Streets related equipment, back hoe, skid steer, compactors, root cutter, air compressors, roller, pressure washer, All landscaping equipment
4530	Insurance	267,602	General liability, automotive, and property insurance
4610	R&M	305,500	Repairs and Maintenance of all City buildings, Minor garage equipment repairs, Citywide electrical repairs street and pathway lighting, electrical outlets in right-of-way
4701	Printing & Binding	100	Copier is used for all departmental forms
5101	Office Supplies	3,000	Printer cartridges, copy paper, note pads, file folders, pens, pencils, paper clips, calendars, batteries, first aid refill kits
5200	Operating Supplies	60,000	Petty cash, Uniforms and shoes for Office staff, Annual fuel storage permit fees, annual fire extinguisher service per MDC Fire Prevention, $2,000 for Citywide Doggie Stations, brooms, shovels, rakes, axes, sprinkler parts, light bulbs, mower blades, hoses, marking paint, Christmas lighting, paint brushes, concrete mixes, gloves, safety vests, hats, ear plugs, dust masks, uniforms & shoes, safety glasses, signs, caution tape, sunshine one call tickets, paper towels, Gatorade, fuses and other misc. supplies needed, operating supplies for all outdoor repair & maintenance supplies and services city wide example: graffiti, public property signs damaged, vandalism- gazebo
5220	Gas & Oil	26,000	Fuel and oils including hydraulic for ALL PW vehicles, backhoe, skidsteer, large portable generator fuel
5400	Subscriptions & Memberships	300	Misc licenses and notary renewal for PW staff
5450	Training	1,000	Certifications for Admin staff
	Total Public Works/Transportation	$ 2,810,455	

City of Miami Springs

Public Works Department
Fiscal Year 2025/26
Goals, Objectives and Accomplishments

1. Operate the different divisions of the Public Works department by providing quality services to the citizenry of Miami Springs.
2. Provide schedule projects in streets, public properties, sanitation and stormwater projects, and facilities related services in a clean and timely manner.
3. Provide Public Works oversight of all divisions within the department improving the aesthetic appearance of City of Miami Springs.
4. Continue our efforts in building a positive working relationship with the public, contractors, service providers and staff.
5. Continue cross training efforts across all divisions to provide seamless services to our residents and other departments.
6. Track all service provider, inventory, and labor expenses to ensure a cost-effective operation.
7. Ensure all city sidewalks are safe for pedestrian traffic.
8. Restore alleys and alley approaches citywide.
9. Maintenance of the right-of-way's.
10. Ensure that the City retains its National Arbor Society's Tree City USA and Growth award status.
11. Maintain a properly pruned and lifted street tree canopy.
12. Keep the public properties personnel "Storm Ready" as this division functions as first responders in the event of a "catastrophic event".
13. Continue to service, and perform preventative maintenance to all City owned facilities according to our monthly service schedules.
14. Maintain all new and aged buildings along with other structures with the same consistency and effort.
15. Continue to meet all of our safety inspections with Miami Dade County.
16. Provide excellent service and timely repairs to the City's vehicles and equipment to ensure fleet availability.
17. Complete 100% of preventive maintenance inspections by the scheduled due date.
18. Maintain fleet parts and tire inventory at an optimal level.

Performance Measures and Scorecard

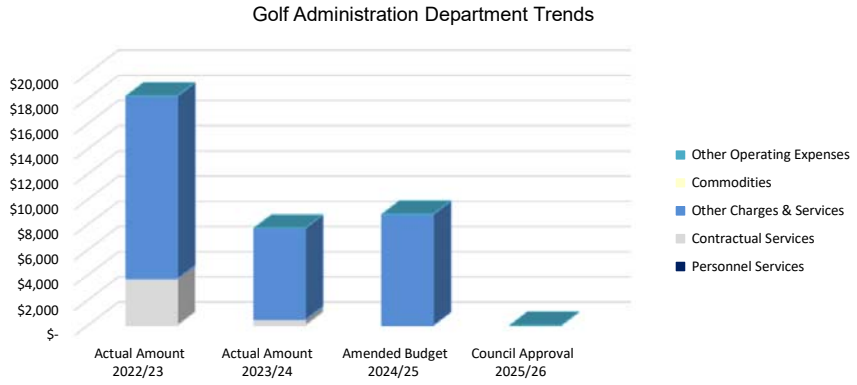
	Performance Workload Indicators	Public Works Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Regulatory mandates and permits in compliance	2, 3, 4, 5, 6	100%	100%	100%	100%
	Increase management skills	2, 3, 4, 5, 6	100%	100%	100%	100%
	Cross train across all divisions to increase overall effectiveness	2, 3, 4, 5, 6	100%	100%	100%	100%
	Linear feet of underground streetlight wire replaced	7, 8, 9	200 lf	100 lf	100 lf	100 lf
	Square footage of sidewalks replaced	7, 8, 9	115,449 sf	17,996 sf	53,435	50,000
	Properly prune and thin trees (City-wide)	11	100%	100%	100%	100%
	Maintain Tree City USA & Growth award	10	100%	100%	100%	100%
	Increase training hours	12	75%	75%	80%	80%
	Reduce energy and utility cost by	13, 14, 15	85%	85%	85%	85%
	Regular maintenance of bathrooms (City-wide)	13, 14, 15	100%	100%	100%	100%
	Regular maintenance of HVAC systems (City-wide)	13, 14, 15	100%	100%	100%	100%
	Regular maintenance of all buildings (City-wide)	13, 14, 15	100%	100%	100%	100%
	Pm' scompleted within three days of due date	16, 17, 18	100%	100%	100%	100%
	Percentage to increase in-house repairs	16, 17, 18	100%	100%	100%	100%
	Reduce number of vehicles for repeat repairs	16, 17, 18	100%	100%	100%	100%
	Reduce cost of parts by increasing vendors	16, 17, 18	50%	75%	80%	80%

City of Miami Springs

Golf Administration
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

Our Mission is to provide an exceptional golfing experience for players of all skill levels, fostering a welcoming and inclusive environment where passion for the game thrives.
Through meticulous course maintenance, stunning natural landscapes, and outstanding customer service, we aim to create memorable moments that inspire camaraderie, personal growth, and a deep appreciation for the timeless sport of Golf.
With a commitment to sustainability and community engagement, we strive to be a destination that not only delights Golf enthusiasts but also contributes positively to the local ecosystem and the well-being of our neighbors.
Join us in celebrating the spirit of the game as we create a haven for players to relax, connect and elevate their Golfing journey.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ -	$ -	$ -	$ -	$ -
3000/3999	Contractual Services	3,705	455	-	-	-
4000/4999	Other Charges & Services	14,510	7,262	8,825	-	-
5000/5399	Commodities	-	-	-	-	-
5400/5499	Other Operating Expenses	-	-	-	-	-
	Total Expenditures	$ 18,215	$ 7,717	$ 8,825	$ -	$ -

City of Miami Springs

Golf Administration
Fiscal Year 2025/26
001-5706-572

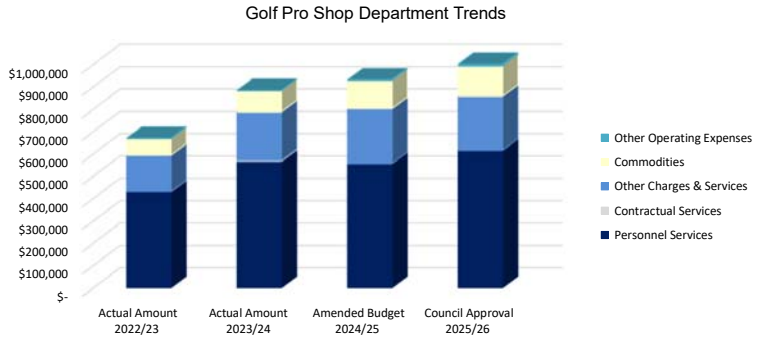
Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
1400	Overtime	-	-	-	-	-	-	0.00%
2101	FICA	-	-	-	-	-	-	0.00%
2201	Pension	-	-	-	-	-	-	0.00%
2301	Health, Life & Disability	-	-	-	-	-	-	0.00%
2400	Workers' Compensation	-	-	-	-	-	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
Contractual Services								
3100	Prof. Services	$ 3,705	$ 455	$ -	$ -	$ -	-	0.00%
	Subtotal	$ 3,705	$ 455	$ -	$ -	$ -	-	0.00%
Other Charges & Services								
4530	Insurance	$ 14,510	$ 7,262	$ 8,825	$ -	$ -	(8,825)	-100.00%
	Subtotal	$ 14,510	$ 7,262	$ 8,825	$ -	$ -	(8,825)	-100.00%
Commodities								
5100	Office Supplies	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
							Overall	
	Golf Administration	$ 18,215	$ 7,717	$ 8,825	$ -	$ -	$ (8,825)	-100.00%

City of Miami Springs

Golf Pro Shop
Fiscal Year 2025/26
Departmental Budget Summary

Department Description

Golf Pro Shop Department covers all salaries, controllables, repairs, equipment and merchandise for the golf operation.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 429,447	$ 566,179	$ 555,672	$ 296,998	$ 615,160
3000/3999	Contractual Services	45	3,543	-	-	-
4000/4999	Other Charges & Services	163,864	217,462	245,818	157,631	241,749
5000/5399	Commodities	73,875	94,635	126,500	56,233	136,500
5400/5499	Other Operating Expenses	1,225	1,097	2,500	4,544	6,500
	Total Expenditures	$ 668,456	$ 882,916	$ 930,490	$ 515,406	$ 999,909

City of Miami Springs

Golf Pro Shop
Fiscal Year 2025/26
001-5707-572

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 210,573	$ 255,834	$ 256,003	$ 122,580	$ 276,372	$ 20,369	7.96%
1300	Part Time Salaries	131,300	198,464	184,225	109,296	201,189	16,964	9.21%
1400	Overtime	646	1,421	-	-	-	-	0.00%
2101	FICA	26,071	34,696	33,677	17,510	36,533	2,856	8.48%
2201	Pension	19,723	23,945	26,676	14,700	34,628	7,953	29.81%
2301	Health, Life & Disability	35,074	42,399	48,158	28,178	58,915	10,757	22.34%
2400	Workers' Compensation	6,060	9,420	6,934	4,734	7,522	588	8.48%
	Subtotal	$ 429,447	$ 566,179	$ 555,672	$ 296,998	$ 615,160	59,487	10.71%
Contractual Services								
3100	Prof. Services	$ 45	$ 3,543	$ -	$ -	$ -	-	0.00%
	Subtotal	$ 45	$ 3,543	$ -	$ -	$ -	-	0.00%
Other Charges & Services								
4000	Travel & Per Diem	$ -	$ -	$ 1,500	$ -	$ 1,500	-	0.00%
4101	Communication Services	11,743	11,550	10,739	4,767	10,739	-	0.00%
4301	Utilities	45,761	50,616	53,653	19,542	48,500	(5,153)	-9.60%
4402	Rentals and Leases	39,133	81,745	78,530	53,313	78,530	-	0.00%
4530	Insurance	25,250	18,330	22,396	29,256	18,980	(3,416)	-15.25%
4600	R&M	3,517	9,322	10,000	1,000	5,000	(5,000)	-50.00%
4700	Printing and Binding	1,495	2,525	3,000	1,315	2,500	(500)	-16.67%
4800	Advertising and Promotions	700	150	1,000	-	1,000	-	0.00%
4902	Other Current Charges	36,265	43,224	65,000	48,438	75,000	10,000	15.38%
	Subtotal	$ 163,864	$ 217,462	$ 245,818	$ 157,631	$ 241,749	(4,069)	-1.66%
Commodities								
5100	Office Supplies	$ 2,862	$ 1,672	$ 2,500	$ 330	$ 1,500	(1,000)	-40.00%
5200	Operating Supplies	71,013	92,963	124,000	55,903	135,000	11,000	8.87%
	Subtotal	$ 73,875	$ 94,635	$ 126,500	$ 56,233	$ 136,500	10,000	7.91%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ 1,225	$ 1,097	$ 2,500	$ 4,544	$ 6,500	4,000	160.00%
5800	Training	-	-	-	-	-	-	0.00%
	Subtotal	$ 1,225	$ 1,097	$ 2,500	$ 4,544	$ 6,500	4,000	160.00%
							Overall	
	Golf Pro Shop	$ 668,456	$ 882,916	$ 930,490	$ 515,406	$ 999,909	$ 69,418	7.46%

Personnel Summary						Change
Golf Course Director	1.0	1.0	1.0	1.0	1.0	-
Pro Shop/Outside Services Manager	1.0	1.0	1.0	1.0	1.0	-
Pro Shop Clerk	1.0	1.0	1.0	1.0	1.0	-
Golf Attendant (P/T)	as needed	as needed	as needed	as needed	as needed	-
Department Total	3.0	3.0	3.0	3.0	3.0	-

City of Miami Springs

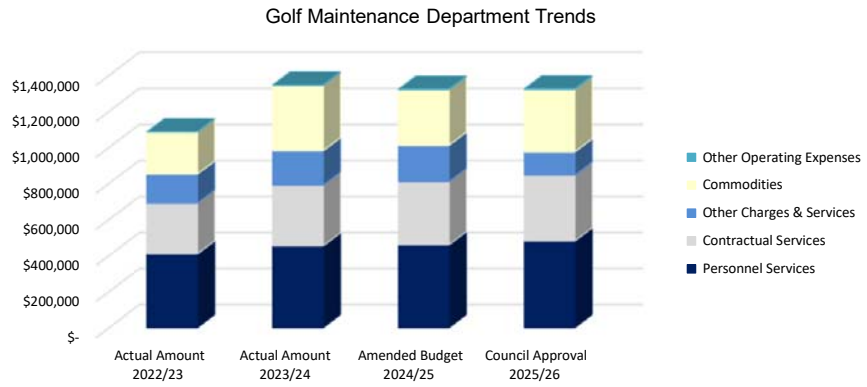
Golf Maintenance

Fiscal Year 2025/26

Departmental Budget Summary

Department Description

The Golf Maintenance Department is responsible for the maintenance of the City of Miami Springs largest asset, the Miami Springs Golf Course. This includes daily golf course setup, practice facilities, maintaining over a million dollars worth of equipment and mowing all 183 acres within the 2 parcels of land.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 408,599	$ 453,114	$ 459,474	$ 216,810	$ 480,623
3000/3999	Contractual Services	281,730	336,757	350,000	145,124	365,000
4000/4999	Other Charges & Services	161,219	191,151	201,694	75,302	129,268
5000/5399	Commodities	233,429	363,471	308,584	159,924	346,500
5400/5499	Other Operating Expenses	850	1,519	3,000	1,792	3,250
7000/7999	Debt Service	-	435,585	391,346	193,903	631,346
	Total Expenditures	$ 1,085,827	$ 1,781,597	$ 1,714,098	$ 792,855	$ 1,955,987

City of Miami Springs

Golf Maintenance

Fiscal Year 2025/26

001-5708-572

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 286,057	$ 321,669	$ 325,940	$ 154,572	$ 343,792	$ 17,852	5.48%
1400	Overtime	13,983	8,717	5,000	1,000	5,000	-	0.00%
2101	FICA	22,349	24,594	24,934	11,542	26,300	1,366	5.48%
2201	Pension	26,574	28,957	33,963	15,515	36,133	2,170	6.39%
2301	Health, Life & Disability	55,112	64,509	64,503	30,623	63,983	(520)	-0.81%
2400	Workers' Compensation	4,524	4,668	5,134	3,558	5,415	281	5.48%
	Subtotal	$ 408,599	$ 453,114	$ 459,474	$ 216,810	$ 480,623	21,148	4.60%
Contractual Services								
3100	Prof. Services	$ 14,696	$ 6,919	$ 10,000	$ 4,078	$ 10,000	-	0.00%
3400	Other Cont. Services	267,034	329,838	340,000	141,046	355,000	15,000	4.41%
	Subtotal	$ 281,730	$ 336,757	$ 350,000	$ 145,124	$ 365,000	15,000	4.29%
Other Charges & Services								
4101	Communication Services	$ 2,817	$ 1,169	$ 969	$ 404	$ 1,000	31	3.20%
4301	Utilities	35,305	37,284	45,969	13,084	35,000	(10,969)	-23.86%
4402	Rentals and Leases	859	4,000	4,000	2,897	6,000	2,000	50.00%
4530	Insurance	20,208	11,833	14,476	11,081	12,268	(2,208)	-15.25%
4600	R&M	102,030	136,865	136,280	47,836	75,000	(61,280)	-44.97%
	Subtotal	$ 161,219	$ 191,151	$ 201,694	$ 75,302	$ 129,268	(72,426)	-35.91%
Commodities								
5200	Operating Supplies	$ 198,880	$ 323,535	$ 266,584	$ 136,885	$ 300,000	33,416	12.53%
5202	Gas & Oil	34,549	39,936	40,000	21,434	43,000	3,000	7.50%
5203	Uniforms	-	-	2,000	1,605	3,500	1,500	75.00%
	Subtotal	$ 233,429	$ 363,471	$ 308,584	$ 159,924	$ 346,500	37,916	12.29%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ 850	$ 1,035	$ 1,000	$ 348	$ 1,000	-	0.00%
5800	Training	-	484	2,000	1,444	2,250	250	12.50%
	Subtotal	$ 850	$ 1,519	$ 3,000	$ 1,792	$ 3,250	250	8.33%
Debt Service								
71XX	Principal	$ -	$ 162,143	$ 175,598	$ 84,767	$ 279,933	104,335	59.42%
72XX	Interest	-	273,442	215,748	109,136	351,413	135,665	62.88%
	Subtotal	$ -	$ 435,585	$ 391,346	$ 193,903	$ 631,346	240,000	61.33%
							Overall	
	Golf Maintenance	$ 1,085,827	$ 1,781,597	$ 1,714,098	$ 792,855	$ 1,955,987	$ 241,888	14.11%

Personnel Summary						Change
Golf Superintendent	1.0	1.0	1.0	1.0	1.0	-
Golf Maintenance Supervisor/Foreman	1.0	1.0	1.0	1.0	1.0	-
Golf Maintenance Mechanic	1.0	1.0	1.0	1.0	1.0	-
Golf Course Spray Applicator	1.0	1.0	1.0	1.0	1.0	-
Golf Maintenance Worker	1.0	1.0	1.0	1.0	1.0	-
Department Total	5.0	5.0	5.0	5.0	5.0	-

City of Miami Springs

Golf

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1200	Employee Salaries	$ 620,164	1 Golf Director, 1 Pro Shop Manager, 1 Tournament Coordinator, 1 Grounds Director, 4 Grounds, 1 Grounds Supervisor, 1 Mechanic, 1 Chemical Applicator, 1 Grounds Maintenance Worker
1300	Part Time Salaries	201,189	Part time salaries
1400	Overtime	5,000	Estimated overtime costs
2101	FICA	62,834	Social Security & Medicare taxes
2201	Pension	70,761	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	122,898	Estimated annual employee costs for health, dental, life insurance benefits
2400	Workers' Compensation	12,936	Allocated cost of workers' compensation premiums paid
3100	Prof. Services	10,000	Estimated cost for outsourced grounds work for pumps/irrigation
3400	Other Contractual Services	355,000	Estimated cost for outsources grounds maintenance team work through contract
4001	Travel & Per Diem	1,500	Travel for PGA Show to meet with vendors, learn new technology and golf services.
4101	Communication Services	11,739	Cell phone, office phones, internet
4301	Utilities - Electric	83,500	Estimated cost for electricity
4420	Leased Equipment	84,530	Golf Cart Lease and Misc. Maintenance Rentals

City of Miami Springs

Golf

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
4530	Insurance	31,248	General liability, automotive, and property insurance
4610	R&M	80,000	Estimated R&M cost for golf carts, driving range equipment, maintenance carts/equipment. Irrigation pumps, topdressing sand/bunker maintenance, and aquatic canal maintenance.
4701	Printing & Binding	2,500	Membership material, flyers etc.
4800	Advertising and Promotions	1,000	Advertising for the course
4902	Other Current Charges	75,000	Credit card fees
5101	Office Supplies	1,500	Printer ink, tournament cardstock, misc office items
5200	Operating Supplies	435,000	Merchandise, and miscellaneous operating supplies. Estimated cost for maintenance equipment parts,scorecards, pencils etc. Chemicals and fertilizer, seed and sod, etc.
5220	Gas & Oil	43,000	Estimated cost for gas to equipment and golf carts
5240	Uniforms	3,500	New uniforms for staff
5410	Subscriptions & Memberships	7,500	Estimated cost for course memberships to organizations, GCSA and PGA memberships
5450	Training	2,250	Golf maintenance training and future education
70XX	Debt Service	631,346	Principal and interest payments, Maintenance Equipment Loan
	Total Golf	$ 2,955,895	

City of Miami Springs

Golf

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Continue to exceed resident and guest expectations by delivering a quality product, personalized service and unparalleled value.

2. Maintain quality golf course conditions which stand out in the minds of our residents and guests and provides great pride among the entire City of Miami Springs.

3. Protect the Golf Course during the Miami Dade Water and Sewer Wellfield Construction Project.

4. Continue to revitalize the golf course and continue to grow a loyal clientele.

5. Establish a golf academy with junior and adult programs to continue to grow the game of golf in Miami Springs.

6. Increase our membership revenue and average green fee per player

7. Establish a golf membership program for residents of Miami Springs that includes food and beverage discounts, merchandise discounts and preferred tee times.

8. We will be adding golf events exclusively for our members and residents of Miami Springs. This will include events such as “Springs Invitational” which will be a 2 person team event over 2-3 days with competition and camaraderie. We will be hosting “Nine and Wine” events on weekend afternoons(1x per month) for residents to play 9 holes and enjoy a drink in the clubhouse with fellow residents after the event. We will have a Club Championship for residents that includes men, women and junior divisions. In addition, we will look at hosting night golf events for golfing families to come out and enjoy a fun evening of golf at the Club.

9. Establish a golf academy that will provide instruction for men, women and junior golfers. Within this academy, we will offer private lessons, group lessons, clinics, junior camps, summer camps and family golf events.

10. range (former archery area). The short game range will also act as a place for juniors to practice and to host our adult clinics and junior camps.

11. We will be enhancing our social media presence to provide more information to our residents which includes golf tips from the pros, updates on special events, updates from the Golf Director and Director of Agronomy. In addition, there will be a newsletter that the Golf Director will send out monthly that discusses upcoming events and any updates/promotions on the golf course.

Performance Measures and Scorecard

	Performance Workload Indicators	Golf Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Number of Rounds Played	1, 2, 4, 6, 7	17,954	10,400	41,500	43,000
	Number of memberships sold	6, 7, 8	-	12	33	45
	Membership Revenue	1, 2, 4, 6, 7	$0	$29,250	$107,821	$165,000
	Total Revenues	1, 2, 4, 6, 7	$1,035,779	$1,304,000	$2,975,000	$3,171,600
	Increase # of Rounds Played	1, 2, 4, 6, 7	No	No	Yes	Yes
	increase # of Memberships Sold	6, 7, 8	No	No	Yes	Yes
	Maintenance cost per acre (187 acres)	2, 3	$5,400	$6,590	$9,166	$10,331

City of Miami Springs

Non-Departmental - Transfers

Fiscal Year 2025/26

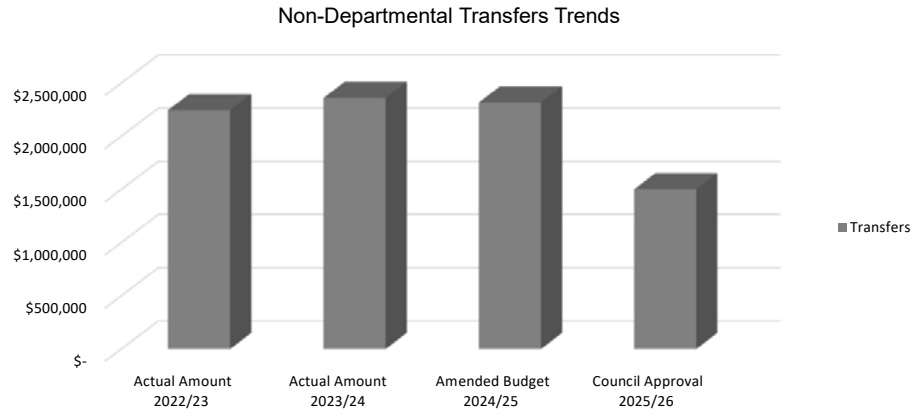
Departmental Budget Summary

Department Description

This department represents a group of accounts associated with general, City wide accounting transactions.

It also accounts for transfers to other departments and funds including golf course, senior center, hurricane funds and other specialized funds. In cases of grants requiring a City match, those matching funds are recorded as transfers within this department.

The City's general contingency and reserve accounts are reported in this department.



Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
9000/9999	Transfers	$ 2,245,115	$ 2,359,703	$ 2,318,575	$ 1,069,986	$ 1,501,707
4000/4999	Other Charges & Services	(65,948)	(48,566)	-	-	-
	Total Expenditures	$ 2,179,167	$ 2,311,137	$ 2,318,575	$ 1,069,986	$ 1,501,707

City of Miami Springs

Non-Departmental - Transfers

Fiscal Year 2025/26
001-0901-519

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Other Charges & Services								
4990	Other Charges	$ (65,948)	$ (48,566)	$ -	$ -	$ -	-	0.00%
	Total Non-Departmental - Transfers	$ (65,948)	$ (48,566)	$ -	$ -	$ -	$ -	0.00%
Transfers								
9107	T/fer - Hurricane Fund	$ -	$ 20,365	$ -	$ -	$ -	-	0.00%
9123	T/fer - Debt Svce Fund	1,693,883	1,802,155	1,589,383	705,390	1,161,450	(427,933)	-26.92%
9127	T/fer - Senior Center	551,232	537,183	729,192	364,596	340,257	(388,935)	-53.34%
	Total Non-Departmental - Transfers	$ 2,245,115	$ 2,359,703	$ 2,318,575	$ 1,069,986	$ 1,501,707	$ (816,868)	-35.23%
							Overall	
	Total Non-Departmental	$ 2,179,167	$ 2,311,137	$ 2,318,575	$ 1,069,986	$ 1,501,707	$ (816,868)	-35.23%

City of Miami Springs

Non-Departmental - Transfers

Fiscal Year 2025/26

Budget Justifications

Object Code #	Category	Council Approval 2025/26	Comment
9123	T/fer - Debt Svce Fund	$ 1,161,450	Transfer to fund Debt Service Fund (Fund 201) for required interest and principal on City debt.
9127	T/fer - Senior Center	340,257	Transfer of amount from the General fund to the Senior Services Fund (Fund 140)
	Total Non-Departmental - Transfers	$ 1,501,707	

City of Miami Springs

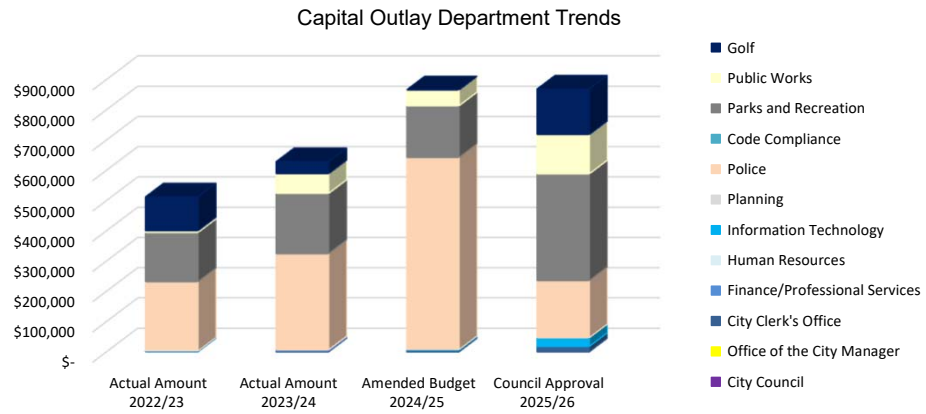
Capital Outlay

Fiscal Year 2025/26

Departmental Budget Summary

Department Description

The Capital Outlay Department of the General Fund accounts for all capital outlay purchases of the City Departments in the General Fund by Department and Type of acquisition.



Object Code #/Division	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
6000/6999	Capital Outlay					
6000s	City Council	$ -	$ -	$ -	$ -	$ -
6000s	Office of the City Manager	-	-	-	-	-
6000s	City Attorney	-	-	-	-	-
6000s	City Clerk's Office	-	2,924	5,700	-	18,000
6000s	Finance/Professional Services	1,255	4,238	-	-	-
6000s	Human Resources	-	-	-	-	-
6000s	Information Technology	1,456	-	1,701	-	28,965
6000s	Planning	-	-	-	-	-
6000s	Police	229,190	317,587	635,395	434,630	188,460
6000s	Code Compliance	-	-	-	-	-
6000s	Parks and Recreation	162,817	199,195	170,700	11,533	353,000
6000s	Public Works	5,510	65,063	52,361	32,161	130,000
6000s	Golf	111,961	39,647	-	16,850	150,000
6000s	CIP Reserve	-	-	-	-	101,747
	Total Expenditures	$ 512,189	$ 628,654	865,857	$ 495,174	$ 970,172

City of Miami Springs

Capital Outlay

Fiscal Year 2025/26

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
City Council								
	Equipment>$1,000	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
City Manager								
	Equipment>$1,000	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
Legal								
	Equipment>$1,000	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
City Clerk								
	Equipment>$1,000	$ -	$ 2,924	$ 5,700	$ -	$ 18,000	12,300	215.79%
	Subtotal	$ -	$ 2,924	$ 5,700	$ -	$ 18,000	12,300	100.00%
Finance/Professional Services								
	Equipment>$1,000	$ 1,255	$ 4,238	$ -	$ -	$ -	-	0.00%
	Subtotal	$ 1,255	$ 4,238	$ -	$ -	$ -	-	0.00%
Human Resources								
	Equipment>$1,000	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
Information Technology								
	Equipment>$1,000	$ 1,456	$ -	$ 1,701	$ -	$ 28,965	27,264	1602.82%
	Subtotal	$ 1,456	$ -	$ 1,701	$ -	$ 28,965	27,264	0.00%
Planning								
	Equipment>$1,000	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
Police								
	Equipment>$1,000	$ 229,190	$ 137,946	$ 75,395	$ 42,397	$ 48,460	(26,935)	-35.73%
	Vehicles	-	179,641	560,000	392,233	140,000	(420,000)	-75.00%
	Subtotal	$ 229,190	$ 317,587	$ 635,395	$ 434,630	$ 188,460	(446,935)	-70.34%
Code Compliance								
	Equipment>$1,000	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%

City of Miami Springs

Capital Outlay

Fiscal Year 2025/26

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Parks and Recreation								
	Improvements>$1,000	162,817	167,816	170,700	11,533	353,000	182,300	106.80%
	Vehicles	-	31,379	-	-	-	-	0.00%
	Subtotal	$ 162,817	$ 199,195	$ 170,700	$ 11,533	$ 353,000	182,300	106.80%
Public Works								
	Improvements>$1,000	5,510	38,750	52,361	32,161	130,000	77,639	148.28%
	Vehicles	-	26,313	-	-	-	-	0.00%
	Subtotal	$ 5,510	$ 65,063	$ 52,361	$ 32,161	$ 130,000	77,639	148.28%
Golf								
	Improvements>$1,000	111,961	22,850	-	16,850	150,000	150,000	100.00%
	Vehicles	-	16,797	-	-	-	-	0.00%
	Subtotal	$ 111,961	$ 39,647	$ -	$ 16,850	$ 150,000	150,000	100.00%
CIP Reserve								
	Improvements>$1,000	-	-	-	-	101,747	101,747	100.00%
	Subtotal	$ -	$ -	$ -	$ -	$ 101,747	101,747	100.00%
							Overall	
	Total Capital	$ 512,189	$ 628,654	$ 865,857	$ 495,174	$ 970,172	$ 104,315	12.05%

City of Miami Springs

Capital Outlay
Fiscal Year 2025/26
Capital Descriptions

Object Code #	Category	Council Approval 2025/26		Comment
				City Clerk's Office
6000s	Equipment>$1,000	$	18,000	Laserfiche server
	Total City Clerk	**$**	**18,000**	
				Information Technology
6000s	Equipment>$1,000	$	28,965	Servers, drives, and APC back ups, and computer replacements
	Total Information Technology	**$**	**28,965**	
				Police
6000s	Equipment>$1,000	$	48,460	Third year taser program ($39,960), K9
6000s	Vehicles	$	140,000	Police vehicles
	Total Police	**$**	**188,460**	
				Parks and Recreation
6000s	Improvementst>$1,000	$	353,000	Pool heater, pool grates, painting at the Aquatic Center, turf playground at Peavy Dove Park, pool primary valve replacement, pool cameras, renovate office space at tennis facility, and court divider netting
	Total Community Services	**$**	**353,000**	
				Public Works
6000s	Improvementst>$1,000	$	130,000	Five (5) air conditioning units at P&R
	Total Public Works	**$**	**130,000**	
				Golf
6000s	Improvementst>$1,000	$	150,000	Sod, hedges, cart path
	Total Golf	**$**	**150,000**	
				CIP Reserve
6000s	Improvementst>$1,000	$	101,747	An estimated savings of $101,747 will be put into CIP Reserve in the Non-Departmental Department of the General Fund to assist with any overages or unanticipated projects the City may encounter throughout the year.
		$	**101,747**	
		CIP Reserve		0
				0
	Total Capital Outlay	**$**	**970,172**	

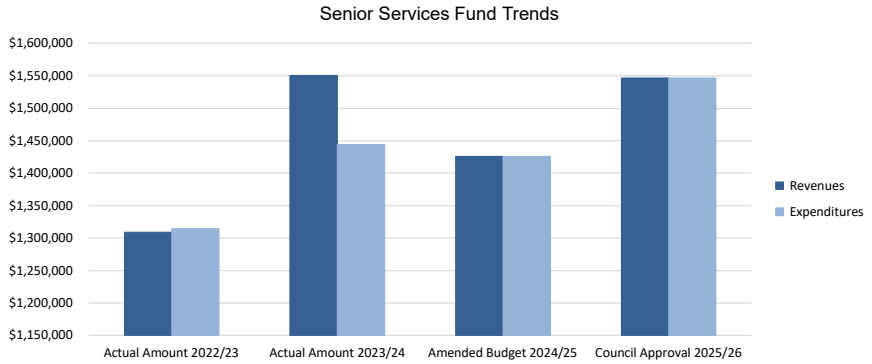
SPECIAL REVENUE FUNDS

City of Miami Springs

Senior Services Fund - 140
Fiscal Year 2025/26
Fund Budget Summary

Fund Description

The mission of the Senior Services Department is to promote an enhanced quality of life for a diverse population of older adults, age 55+, residing in the Cities of Miami Springs and Virginia Gardens, Florida. In keeping with planned federal and statewide goals, this department serves as a partner and stakeholder in Florida's Aging Services Network and shares in the common objective to help older individuals remain independent and productive. Through the City's Adult Community Center, this department provides a comprehensive and coordinated system of services to include: congregate meals, home delivered meals, nutrition education, health and wellness activities, recreation, transportation, adult education, cultural activities, screening and assessment, advocacy, and information and referral assistance.



Revenue Projections Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
330000/339999	Intergovernmental Revenues	$ 737,496	$ 994,893	$ 640,619	$ -	$ 1,170,051
340000/359999	Charges for Services	3,100	-	7,500	-	-
360000/369999	Miscellaneous Revenues	17,336	18,689	11,560	-	36,400
370000/389999	Transfer In	551,232	537,183	729,192	-	340,257
399900/399999	Fund Balance	-	-	36,933	-	-
	Total Revenues	$ 1,309,164	$ 1,550,765	1,425,804	$ -	$ 1,546,708

Expenditures Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 523,409	$ 591,925	$ 630,485	$ 274,378	$ 718,098
3000/3999	Contractual Services	55,508	50,727	53,876	22,052	44,104
4000/4999	Other Charges & Services	144,057	207,323	220,935	68,490	183,566
5000/5399	Commodities	590,968	593,793	520,108	227,726	600,540
5400/5999	Other Operating Expenses	365	340	400	346	400
	Total Expenditures	$ 1,314,307	$ 1,444,108	1,425,804	$ 592,992	$ 1,546,708

City of Miami Springs

Senior Services Fund - 140

Fiscal Year 2025/26

Revenue Projections

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Intergovernmental Revenues								
337	Intergovernmental	$ 737,496	$ 994,893	640,619	$ -	$ 1,170,051	$ 529,432	82.64%
	Subtotal	$ 737,496	$ 994,893	$ 640,619	$ -	$ 1,170,051	529,432	82.64%
Charges for Services								
349	Charges for Services	$ 3,100	$ -	$ 7,500	$ -	$ -	$ (7,500)	-100.00%
	Subtotal	$ 3,100	$ -	$ 7,500	$ -	$ -	(7,500)	-100.00%
Miscellaneous Revenues								
361	Interest	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
362	Rents	15,320	9,380	7,560	-	34,000	26,440	349.74%
366	Donations	2,016	9,309	4,000	-	2,400	(1,600)	-40.00%
	Subtotal	$ 17,336	$ 18,689	$ 11,560	$ -	$ 36,400	24,840	100.00%
Transfers								
381	Transfers in from General Fund	$ 551,232	$ 537,183	$ 729,192	$ -	$ 340,257	$ (388,935)	-53.34%
	Subtotal	$ 551,232	$ 537,183	$ 729,192	$ -	$ 340,257	(388,935)	-53.34%
Fund Balance							$ -	0.00%
399	Carryover	$ -	$ -	36,933	$ -	$ -	(36,933)	0.00%
	Subtotal	$ -	$ -	36,933	$ -	$ -		
							Overall	
	Total Revenues	$ 1,309,164	$ 1,550,765	$ 1,425,804	$ -	$ 1,546,708	$ 120,904	8.48%

Expenditures

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 194,558	$ 202,198	$ 174,961	$ 79,397	$ 207,418	$ 32,457	18.55%
1300	Part Time Salaries	229,389	274,952	348,657	148,511	393,605	44,948	12.89%
2101	FICA	31,711	35,511	40,057	17,241	45,978	5,921	14.78%
2201	Pension	18,191	18,742	17,740	8,908	21,800	4,060	22.88%
2301	Health, Life & Disability	48,492	59,238	47,695	19,343	40,548	(7,147)	-14.98%
2400	Workers' Compensation	1,068	1,284	1,374	978	8,749	7,374	536.51%
	Subtotal	$ 523,409	$ 591,925	$ 630,485	$ 274,378	$ 718,098	87,613	13.90%
Operating Contractual Services								
3100	Prof. Services	$ 3,430	$ 2,170	$ 5,320	$ 1,820	$ 3,640	$ (1,680)	-31.58%
3400	Other Cont. Services	52,078	48,557	48,556	20,232	40,464	(8,092)	-16.67%
	Subtotal	$ 55,508	$ 50,727	$ 53,876	$ 22,052	$ 44,104	(9,772)	-18.14%
Other Charges & Services								
4101	Communication Services	$ 3,938	$ 3,622	$ 3,572	$ 1,743	$ 3,572	$ -	0.00%
4103	Postage	248	270	200	69	138	(62)	-31.00%
4301	Utilities	46,640	42,331	43,146	18,154	36,307	(6,839)	-15.85%
4402	Rentals and Leases	2,406	1,467	1,408	635	1,270	(138)	-9.80%
4510	Fleet Maintenance	13,553	18,593	11,000	2,952	5,250	(5,750)	-52.27%
4530	Insurance	66,489	131,547	150,366	40,134	127,429	(22,937)	-15.25%
4600	R&M	10,783	9,493	11,243	4,803	9,600	(1,643)	-14.61%
	Subtotal	$ 144,057	$ 207,323	$ 220,935	$ 68,490	$ 183,566	(37,369)	-16.91%
Commodities								
5100	Office Supplies	$ 634	$ 547	$ 848	$ 219	$ 435	$ (413)	-48.70%
5200	Operating Supplies	590,027	593,246	517,234	227,507	600,000	82,766	16.00%
5202	Gas & Oil	307	-	2,026	-	105	(1,921)	-94.82%
	Subtotal	$ 590,968	$ 593,793	$ 520,108	$ 227,726	$ 600,540	80,432	15.46%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ 365	$ -	$ -	$ 346	$ -	$ -	0.00%
5800	Training	-	340	400	-	400	-	100.00%
	Subtotal	$ 365	$ 340	$ 400	$ 346	$ 400	-	100.00%
							Overall	
	Total Expenses	$ 1,314,307	$ 1,444,108	$ 1,425,804	$ 592,992	$ 1,546,708	$ 120,904	8.48%

Personnel Summary

						Change
Center Director	1.0	1.0	1.0	1.0	1.0	-
Asst. Center Manager	1.0	1.0	1.0	1.0	1.0	-
Administrative Assistant I	1.0	1.0	1.0	1.0	1.0	-
Food Service Aide (P/T)	4.0	4.0	4.0	4.0	4.0	-
Screening and Assessment Specialist (P/T)	2.0	2.0	2.0	2.0	2.0	-
Driver (P/T)	2.0	2.0	2.0	2.0	2.0	-
Instructors (P/T)	10.0	10.0	10.0	10.0	10.0	-
Department Total	21.0	21.0	21.0	21.0	21.0	-

City of Miami Springs

Senior Services Fund - 140

Fiscal Year 2025/26

Revenue Projection Rationale

Object Code #	Category	Council Approval 2025/26	Comment
337	Intergovernmental	$ 1,170,051	We are awarded $420,051 for OAA and LSP $750,000
349	Charges for Services	-	
361	Interest	-	Interest income
362	Rents	34,000	Rental of building for events on weekends
366	Donations	2,400	Guest of seniors and Seniors under 60 paying for lunches
381	Transfer in from General Fund	340,257	Transfer in from General Fund
	Total Senior Services Fund Revenues	$ 1,546,708	

Budget Expenditure Justifications

Object Code #	Category	Council Approval 2025/26	Projects
1200	Employee Salaries	$ 207,418	Full time salaries for the Center (4)
1300	Part Time Salaries	393,605	Part time salaries for the Center (16)
2101	FICA	45,978	Social Security & Medicare taxes
2201	Pension	21,800	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	40,548	Estimated annual employee costs for health, dental, life insurance benefits
2400	Workers' Compensation	8,749	Allocated cost of workers' compensation premiums paid
3100	Prof. Services	3,640	Pay for Dietician- menus development, Nutrition Ed and Counseling
3400	Other Contractual Services	40,464	Cleaning Company
4101	Communication Services	3,572	Internet & Phone
4103	Postage	138	Postage
4301	Utilities	36,307	Utilities
4402	Rentals and Leases	1,270	Toshiba copier
4510	Fleet Maintenance	5,250	Maintenance on bus
4530	Insurance	127,429	General liability, automotive, and property insurance
4600	R&M	9,600	Estimate on repair & Maint. Of equipment- ice machine, doors, coffee machine etc
5100	Office Supplies	435	Office Supplies
5200	Operating Supplies	600,000	Catering bills (approx $380k-480k), and other program supplies

City of Miami Springs

Senior Services Fund - 140

Fiscal Year 2025/26

5202	**Gas & Oil**	**105**	For operation of bus- transportation OAA IIIB
5800	**Training**	**400**	Trainings and workshops- Safe Serv, CPR, first aide etc.
	Total Senior Services Expenditures	**$ 1,546,708**	

City of Miami Springs

Senior Services - Fund 140

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Transportation-Provide 7300 one-way trips and travel assistance to and from the senior center, the client's residence, local grocery stores and other local businesses, area cultural venues and special events as possible.
2. Congregate Meals-Provide 40,000 nutritionally balanced, congregate lunch meals daily, as well as 750 shelf-stable emergency meals to congregate and homebound clients, particularly those in greatest economic and social need.
3. Homebound Meals-Serve 50600 homebound meals a year to frail and disabled older citizens. 29000 home delivered weekday meals, 10800 weekend meals, 10800 weekend breakfast meals
4. Nutrition Education & Counseling-A registered dietician will provide consulting services for a total of 27 congregate and homebound clients and nutrition education information-2000 units for congregate clients and 1400 units for homebound clients, as required by the Florida Department of Elder Affairs, in addition to regularly scheduled, monthly programs focused on promoting better health for senior center participants and home delivered meal recipients.
5. Screening and Referrals-1) -Screening and Assessment will be conducted annually on a one-on-one basis and as needed when nutrition scores warrant reassessment with all older residents utilizing departmental services, inquiring about services or referred for services; 525 screening and assessments for congregate and 350 for homebound.
   2) -Comply with the Florida Department of Elder Affairs' regulations and reporting requirements utilizing the State's C.I.R.T.S. computer system. Comply with the requirements imposed by the Alliance for Aging, Inc., the designated monitoring agency;
   3) -Provide information and referral assistance in person and via telephone;
   4)-Conduct home visitations or telephone outreach monthly of 60+ homebound elderly to monitor status and needs. Conduct follow up visits as needed for those with high nutrition scores, lack of support or increasing health issues. Refer homebound clients (or caregivers) to additional service providers and support agencies as is warranted.
6. Health Support- 1) -Provide organized activities and programs of regular physical exercise 5 days a week
   2) -Provide health screenings and illness prevention programs to detect or prevent illness or worsening of chronic conditions on an ongoing basis throughout the year;
   3) -Provide regular opportunities for older citizens to participate in health related activities, workshops and programs each month. Our goal is to provide 1200 health support classes a year.
7. Recreation Activities- Provide regular opportunities for older citizens to participate in a wide variety of recreational activities; classes, workshops, educational clubs and cultural experiences each month. Our goal is to provide 875 classes a year.
8. Education/Public Programming-1) -Using a variety of instructional approaches and resources, provide informal educational programs on health, environment, economics, consumerism, crime prevention, etc. as adult education for our citizens;
   2) –Provide formal evidence-based training workshops, in both English and Spanish, for the benefit of our older population.
9. Staff- Continue increasing programming at the Adult Community Center and maintain quality paid staffing through ongoing training, recognition and reinforcement of their responsibilities.

Performance Measures and Scorecard

	Performance Workload Indicators	Senior Services Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Number of OAA Congregate Meals Served	2	44,530	52,000	38,500	40,000
	Number of OAA Home Delivered Weekday Lunch Meals Served	3	23,185	27,000	28,600	29,000
	Number of Emergency Meals distributed to Congregate & Home Del. Meal Recipients	2	879	787	715	750
	Number of units of Transportation (1 unit = 1 way trip)	1	7,985	6,700	7,152	7,300
	Number of units- OAA Screening of Congregate Meal Recipients (1 unit= 1 hr)	5	420	480	500	525
	Number of units- OAA Screening & Assessment of Home Delivered Meal Recipients (1 unit = 1 hr)	5	118	300	330	350
	Number of units of OAA Nutrition Education-Congregate Meal Recipients (1 unit = 1 client contact)	4	2,340	2,400	1,920	2,000
	Number of units - OAA Nutrition Counseling of Congregate and homebound Meal Recipients (1 unit = 1 hr)	4	27	29	23	27
	Number of units of OAA Nutrition Education-Home Del. Meal Recipients (1 unit = 1 client contact)	5	1,164	1,248	1,320	1,400
	Number of LSP Health Support classes/ units (1 unit=1 hr of inst)	6	1,203	1,926	1,160	1,200
	Number of LSP Recreation units (art classes etc) (1 unit = 1 hr of instruction)	7	329	864	855	875
	Number of LSP Home Delivered Breakfast Meal units provided 2 days a week (1 meal = 1 unit)	3	22,945	27,300	10,656	10,800
	Number of LSP Home Delivered Weekend Lunch Meals Served	3	9,782	11,160	10,656	10,800
	Number of LSP Emergency meals	2	N/A	372	372	390

City of Miami Springs

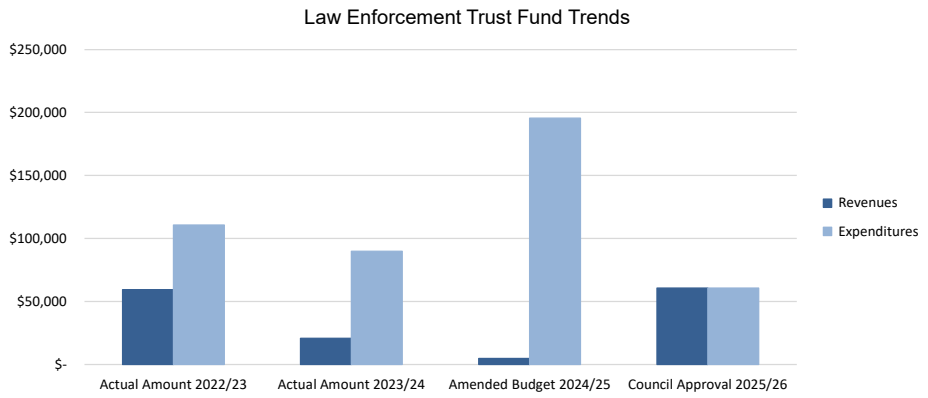
Law Enforcement Trust Fund - 650
Fiscal Year 2025/26
Fund Budget Summary

Fund Description

The Law Enforcement Trust Fund was created under the authority of Florida State Statute Section 932.7055(5)(a). The expenditures of this fund require requests from the Chief of Police and approval by the City Council. Expenditures are restricted to items or programs which are not considered normal operating expenditures, including salaries.

The Fund is utilized to maintain a Community Policing Office (CPO) in a satellite location. This program and related facility operates year round and partially offsets the City's requirement for various match obligation, including crime prevention, drug education and school resource officer programs. The expenses incurred by the Vice, Intelligence and Narcotics units are charged to the Fund and an appropriation is made annually to provide the necessary source of funds. The Fund also provides required matching dollars for several grants which have been or will be awarded to the City.

In Addition, this fund is used to account for the criminal justice training funds received from the Clerk of the County courts. These funds are generated from traffic citations and are restricted so that they may only be used for criminal justice training.



Revenue Projections Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
350000/359999	Fines & Forfeitures	$ 54,389	$ 12,026	$ -	$ -	$ -
360000/369999	Miscellaneous Revenues	4,920	8,793	1,500	-	1,500
399900/399999	Fund Balance	-	-	3,211	-	59,079
	Total Revenues	$ 59,309	$ 20,819	$ 4,711	$ -	$ 60,579

Expenditures Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ -	$ -	$ -	$ -	$ -
3000/3999	Contractual Services	208	2,992	25,350	850	-
4000/4999	Other Charges & Services	86,936	84,804	106,920	40,516	41,829
5000/5399	Commodities	23,489	2,088	32,030	12,552	18,500
5400/5499	Other Operating Expenses	30	33	31,250	-	250
	Total Expenditures	$ 110,663	$ 89,917	$ 195,550	$ 53,918	$ 60,579

City of Miami Springs

Law Enforcement Trust Fund - 650

Fiscal Year 2025/26

Revenue Projections

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Fines & Forfeitures								
350	Fines & Forfeitures	$ 54,389	$ 12,026	$ -	$ -	$ -	$ -	0.00%
	Subtotal	$ 54,389	$ 12,026	$ -	$ -	$ -	-	0.00%
Miscellaneous Revenues								
361	Interest	$ 4,920	$ 6,567	$ 1,500	$ -	$ 1,500	-	0.00%
366	Other	-	2,226	-	-	-	-	0.00%
	Subtotal	$ 4,920	$ 8,793	$ 1,500	$ -	$ 1,500	-	0.00%
	Total Revenues	$ 59,309	$ 20,819	$ 1,500	$ -	$ 1,500	$ -	0.00%

Expenditures

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Community Policing Office								
Contractual Services								
3100	Prof. Services	$ 208	$ -	$ 350	$ 120	$ -	(350)	-100.00%
3400	Other Cont. Services	-	480	-	270	-	-	0.00%
	Subtotal	$ 208	$ 480	$ 350	$ 390	$ -	(350)	-100.00%
Other Charges & Services								
4000	Travel & Per Diem	$ 1,989	$ -	$ 5,000	$ -	$ -	(5,000)	-100.00%
4101	Communication Services	5,577	$ 5,954	6,200	2,791	6,200	-	0.00%
4301	Utilities	3,667	3,640	4,340	1,378	-	(4,340)	-100.00%
4402	Rentals and Leases	26,726	27,227	30,490	14,078	3,050	(27,440)	-90.00%
4530	Insurance	2,594	1,994	1,509	1,000	1,279	(230)	-15.24%
4600	R&M	698	30	2,700	350	200	(2,500)	-92.59%
4700	Printing & Binding	-	-	1,000	346	1,000	-	0.00%
4800	Advertising	8,159	6,722	7,500	4,882	12,000	4,500	60.00%
	Subtotal	$ 49,410	$ 45,567	$ 58,739	$ 24,825	$ 23,729	(35,010)	-59.60%
Commodities								
5100	Office Supplies	$ 674	$ 263	$ 1,500	$ 659	$ 1,000	(500)	-33.33%
5200	Operating Supplies	3,035	1,825	25,500	11,893	17,500	(8,000)	-31.37%
	Subtotal	$ 3,709	$ 2,088	$ 27,000	$ 12,552	$ 18,500	(8,500)	-31.48%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ 30	$ 33	$ 250	$ -	$ 250	-	0.00%
5800	Training	-	-	11,000	-	-	(11,000)	-100.00%
	Subtotal	$ 30	$ 33	$ 11,250	$ -	$ 250	(11,000)	100.00%
	Total Community Policing Office	$ 53,357	$ 48,168	$ 97,339	$ 37,767	$ 42,479		
Administration								
Contractual Services								
3500	Investigations	$ -	$ 2,512	$ 25,000	$ 460	$ -	(25,000)	-100.00%
	Subtotal	$ -	$ 2,512	$ 25,000	$ 460	$ -	(25,000)	-100.00%
Other Charges & Services								
4402	Rentals and Leases	$ 37,526	$ 39,187	$ 48,181	$ 15,679	$ 18,100	(30,081)	-62.43%
4902	Other Current Charges	-	50		12		-	0.00%
	Subtotal	$ 37,526	$ 39,237	$ 48,181	$ 15,691	$ 18,100	(30,081)	-62.43%
Commodities								
5200	Operating Supplies	$ 19,780	$ -	$ 5,030	$ -	$ -	(5,030)	-100.00%
	Subtotal	$ 19,780	$ -	$ 5,030	$ -	$ -	(5,030)	-100.00%
Other Operating Expenses								
5400	Subscriptions & Memberships	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Total Administration	$ 57,306	$ 41,749	$ 78,211	$ 16,151	$ 18,100		
Criminal Justice Traning								
Other Operating Expenses								
5800	Training	$ -	$ -	$ 20,000	$ -	$ -	(20,000)	-100.00%
	Subtotal	$ -	$ -	$ 20,000	$ -	$ -	(20,000)	-100.00%
	Total Criminal Justice Training	$ -	$ -	$ 20,000	$ -	$ -		
							Overall	
	Total LETF	$ 110,663	$ 89,917	$ 195,550	$ 53,918	$ 60,579	$ (134,971)	-69.02%

City of Miami Springs

Law Enforcement Trust Fund - 650

Fiscal Year 2025/26

Revenue Projection Rationale

Object Code #	Category	Council Approval 2025/26	Comment
350	Fines & Forfeitures	$ -	N/A
361	Interest	1,500	Interest income
	Total LETF Fund Revenues	$ 1,500	

Budget Expenditure Justifications

Community Policing Office

Object Code #	Category	Council Approval 2025/26	Comment
3100	Prof. Services	$ -	
4000	Travel & Per Diem	-	
4101	Communication Services	6,200	Communication services including telephone base, cellular devices, and internet access as these are used in Police CPO offices and CPO fleet.
4301	Utilities	-	
4402	Rentals and Leases	3,050	Includes: Toshiba copiers/printers lease, and miscellaneous rental and leases.
4530	Insurance	1,279	General liability, automotive, and property insurance
4600	R&M	200	Repairs to equipment if necessary
4700	Printing & Binding	1,000	Misc. printing & binding as needed for community flyers, forms, etc.
4800	Advertising	12,000	Content and items for Community outreach programs (DARE, Crimewatch, etc.), and materials for news articles, media, etc.
5100	Office Supplies	1,000	Office supplies for community policing office.
5200	Operating Supplies	17,500	Includes: Office awards (plaques, pins, trophies, comm bars), bottled water service, misc. operating supplies, Toshiba copier supplies, fax, & printers usage expenses, small office furniture, cubicles and flooring for CPO building, & uniforms for CPO Officers
5410	Subscriptions & Memberships	250	Miscellaneous subscriptions.
	Total Community Policing Office	$ 42,479	

City of Miami Springs

Law Enforcement Trust Fund - 650

Fiscal Year 2025/26

Budget Expenditure Justifications

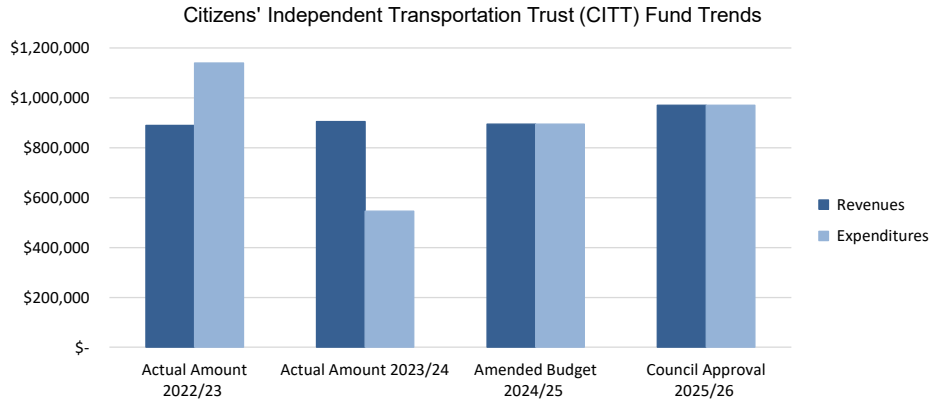
Administration			
3500	**Investigations**	**-**	
4402	**Rentals and Leases**	**18,100**	One (1) Unmarked undercover vehicle rental
5200	**Operating Supplies**	**-**	
	Total Administration	**$ 18,100**	
Criminal Justice Training			
5800	**Training**	**-**	
	Total Criminal Justice Training	**$ -**	
Total LETF		**$ 60,579**	

City of Miami Springs

Road and Transportation Fund - 135
Fiscal Year 2025/26
Fund Budget Summary

Fund Description

The Peoples Transportation Tax was enacted in November 2002. These surtax funds are to be used for road and transportation projects. It is mandated that 80% of the funds be used for roadway and right-of-way maintenance and equipment, drainage, street lighting, traffic signs, engineering, signalization, and pavement markings, etc. The remaining 20% shall be spent on transit, such as bus service, shelters, and transit related infrastructure.



Revenue Projections Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
330000/339999	Intergovernmental Revenues	$ 857,495	$ 865,008	$ 837,951	$ 254,949	$ 941,957
360000/369999	Miscellaneous Revenues	32,061	39,444	28,000	21,173	28,000
399900/399999	Fund Balance	-	-	28,305	-	-
	Total Revenues	$ 889,556	$ 904,452	$ 894,256	$ 276,122	$ 969,957

Expenditures Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 78,381	$ 81,026	$ 80,655	$ 39,692	$ 85,748
3000/3999	Contractual Services	174,336	190,236	201,410	62,167	267,000
4000/4999	Other Charges & Services	820,663	223,431	606,691	236,539	611,509
5000/5399	Commodities	39	2,242	5,500	136	5,700
5400/5999	Other Operating Expenses	-	-	-	-	-
6000	Assets Capitalized	-	-	-	16,950	-
9000/9999	T/fer - Debt Service	65,948	48,566	-	-	-
	Total Expenditures	$ 1,139,367	$ 545,501	$ 894,256	$ 355,484	$ 969,957

City of Miami Springs

Road and Transportation Fund - 135

Fiscal Year 2025/26

Revenue Projections

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Intergovernmental Revenues								
315	County Transit System Surtax	$ 857,495	$ 865,008	$ 837,951	$ 254,949	$ 825,957	(11,994)	-1.43%
337	Intergovernmental	-	-	-	-	116,000	116,000	100.00%
	Subtotal	$ 857,495	$ 865,008	$ 837,951	$ 254,949	$ 941,957	104,006	12.41%
Miscellaneous Revenues								
349	Other	$ 29,413	$ 29,377	$ 28,000	$ 14,379	$ 28,000	-	0.00%
361	Interest	2,648	10,067	-	6,794	-	-	0.00%
	Subtotal	$ 32,061	$ 39,444	$ 28,000	$ 21,173	$ 28,000	-	0.00%
Fund Balance								
399	Carryover	$ -	$ -	$ 28,305	$ -	$ -	(28,305)	-100.00%
	Subtotal	$ -	$ -	$ 28,305	$ -	$ -	(28,305)	-100.00%
	Total Revenues	$ 889,556	$ 904,452	$ 894,256	$ 276,122	$ 969,957	$ 75,701	8.47%

Expenditures

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 53,634	$ 55,995	$ 57,203	$ 25,995	$ 58,867	$ 1,663	2.91%
1400	Overtime	3,296	2,404	-	1,328	-	-	0.00%
2101	FICA	4,355	4,468	4,376	2,090	4,503	127	2.91%
2201	Pension	5,088	5,151	5,961	3,107	6,187	226	3.80%
2301	Health, Life & Disability	10,736	11,616	11,614	5,522	11,537	(77)	-0.66%
2400	Workers' Compensation	1,272	1,392	1,502	1,650	4,654	3,153	209.96%
	Subtotal	$ 78,381	$ 81,026	$ 80,655	$ 39,692	$ 85,748	5,093	6.31%
Operating Contractual Services								
3100	Prof. Services	$ 20,890	14,200	$ -	$ -	$ -	$ -	0.00%
3400	Other Cont. Services	153,446	176,036	201,410	62,167	267,000	65,590	32.57%
	Subtotal	$ 174,336	$ 190,236	$ 201,410	$ 62,167	$ 267,000	65,590	32.57%
Other Charges & Services								
4101	Communication Services	$ -	$ 202	$ 500	$ 202	$ 500	-	0.00%
4510	Fleet Maintenance	299	282	5,000	166	5,000	-	0.00%
4530	Insurance	1,335	977	1,191	5,106	1,009	(182)	-15.28%
4600	R&M	819,029	221,862	600,000	231,004	600,000	-	0.00%
4800	Advertising and Promotions	-	-	-	-	5,000	5,000	100.00%
4902	Other Current Charges	-	108	-	61	-	-	0.00%
	Subtotal	$ 820,663	$ 223,431	$ 606,691	$ 236,539	$ 611,509	4,818	0.79%
Commodities								
5200	Operating Supplies	$ 39	$ 2,242	$ 4,500	$ 136	$ 5,000	500	11.11%
5202	Gas & Oil	-	-	500		500	-	0.00%
5207	Tires	-	-	500	-	200	(300)	-60.00%
	Subtotal	$ 39	$ 2,242	$ 5,500	$ 136	$ 5,700	200	3.64%
Other Operating Expenses								
5800	Training	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
Capital Outlay								
6000	Assets Capitalized	$ -	$ -	$ -	$ 16,950	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ 16,950	$ -	-	0.00%
Transfers								
9101	Transfer to Debt Service	$ 65,948	$ 48,566	-	$ -	$ -	-	0.00%
	Subtotal	$ 65,948	$ 48,566	$ -	$ -	$ -	-	0.00%
							Overall	
	Total Expenditures	$ 1,139,367	$ 545,501	$ 894,256	$ 355,484	$ 969,957	75,701	8.47%

Personnel Summary

						Change
Street Foreman	1.0	1.0	1.0	1.0	1.0	-
Department Total	1.0	1.0	1.0	1.0	1.0	-

City of Miami Springs

Road and Transportation Fund - 135

Fiscal Year 2025/26

Revenue Projection Rationale

Object Code #	Category	Council Approval 2025/26	Comment
315	County Transit System Surtax	$ 825,957	County voters approved a ½% sales tax increase for transportation needs that went into effect January 2003. As provided by County Ordinance, the Cities receive 20% of the proceeds based upon population.
337	Intergovernmental	116,000	Funding for shuttle services.
349	Other	28,000	VG charges for shuttle services.
361	Interest	-	
Total Road and Transportation Fund Revenue		$ 969,957	

Budget Expenditure Justifications

1200	Employee Salaries	$ 58,867	(1) One full time employee
1400	Overtime	-	Estimated overtime costs
2101	FICA	4,503	Social Security & Medicare taxes
2201	Pension	6,187	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	11,537	Estimated annual employee costs for health, dental, life insurance benefits
2400	Workers' Compensation	4,654	Allocated cost of workers' compensation premiums paid

City of Miami Springs

Road and Transportation Fund - 135

Fiscal Year 2025/26

3400	**Other Contractual Services**	**267,000**	LSF Shuttle Services / On demand services, street sweeping
4101	**Communication Services**	**500**	Cellular service
4510	**Fleet Maintenance**	**5,000**	Repair and Maintenance of back hoe, roller, skid steer & attachments, plate compactor
4530	**Insurance**	**1,009**	General liability, automotive, and property insurance
4600	**R&M**	**600,000**	Citywide street light repairs, ballast rock, crushed lime rock, asphalt material, sidewalk and roadway repairs
4800	**Advertising and Promotions**	**5,000**	Public outreach
5200	**Operating Supplies**	**5,000**	Uniforms and shoes for staff, barricades, traffic cones, marking paint, signs & posts, shovels, rakes, brooms, gloves, safety vests and other items needed to perform duties
5202	**Gas & Oil**	**500**	Pickup truck
5207	**Tires**	**200**	Pickup truck
Total Road and Transportation Fund Expenditures		**$ 969,957**	

City of Miami Springs

Road and Transportation Fund - 135

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Operate a utility which provides quality services to the citizenry of Miami Springs.
2. Provide street related services in a clean and timely manner.
3. Provide a clean and manicured appearance for Miami Springs.

Performance Measures and Scorecard

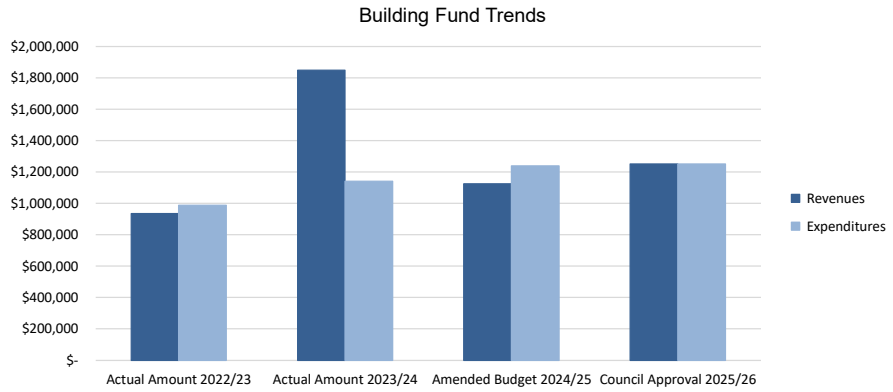
	Performance Workload Indicators	Road and Transportation Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Miles of roadway milling and resurfacing	1, 2, 3	20,565 sq yd	640 sf	35,084 sq yd	30,000 sq yd
	Lineal footage of sidewalks replaced	1, 2, 3	115,449 sf	17,699 sf	53,435 sf	50,000 sf

City of Miami Springs

Building Fund - 145
Fiscal Year 2025/26
Fund Budget Summary

Fund Description

The purpose of the Building Department is to guarantee that construction, alterations and improvements to the buildings where we work, visit and live are safe to occupy and operate. With our team of educated and experienced staff members we can guarantee safety and stable design through careful review of plans documents that are submitted to us and through required inspections during the construction of permitted buildings and structures. We utilize adopted building standards from State, County and City agencies. We also ensure that the contractors performing these construction and improvement projects are properly licensed and insured. Additionally, we are fortunate to have a joint Building and Code Compliance Department that works closely together to ensure that construction and alteration projects are accurately permitted and inspected.



Revenue Projections Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
320000/329999	Licenses & Permits	$ 1,799,982	$ 1,105,076	$ 1,100,000	$ -	$ 1,122,000
350000/359999	Fines & Forfeitures	-	-	-	-	-
360000/369999	Miscellaneous Revenues	48,318	89,278	25,000	-	25,000
399900/399999	Fund Balance	-	-	-	-	104,401
	Total Revenues	$ 1,848,300	$ 1,194,354	$ 1,125,000	$ -	$ 1,251,401

Expenditures Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 561,719	$ 623,255	$ 641,638	$ 304,255	$ 671,115
3000/3999	Contractual Services	247	-	20,000	-	20,000
4000/4999	Other Charges & Services	186,319	102,779	100,415	74,932	99,786
5000/5399	Commodities	7,537	7,218	25,237	5,662	8,500
5400/5499	Other Operating Expenses	-	140	2,000	-	2,000
6000/6999	Capital Outlay	-	-	-	-	-
9000/9999	T/fer - General Fund (001)	407,154	408,210	450,000	225,000	450,000
	Total Expenditures	$ 1,162,976	$ 1,141,602	$ 1,239,290	$ 609,849	$ 1,251,401

City of Miami Springs

Building Fund - 145

Fiscal Year 2025/26

Revenue Projections

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Licenses & Permits								
322	Building Permits	$ 1,799,982	$ 1,105,076	$ 1,100,000	$ -	$ 1,122,000	22,000	2.00%
	Subtotal	$ 1,799,982	$ 1,105,076	$ 1,100,000	$ -	$ 1,122,000	22,000	2.00%
Fines & Forfeitures								
354	Code Violation Fines	$ -	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
Miscellaneous Revenues								
349	Other	$ -	$ 1,346	$ -	$ -	$ -	-	0.00%
361	Interest	48,318	87,932	25,000	-	25,000	-	0.00%
	Subtotal	$ 48,318	$ 89,278	$ 25,000	$ -	$ 25,000	-	0.00%
Fund Balance								
399	Carryover	$ -	$ -	$ 89,290	$ -	$ 104,401	15,111	16.92%
	Subtotal	$ -	$ -	$ 89,290	$ -	$ 104,401	15,111	16.92%
	Total Revenues	$ 1,848,300	$ 1,194,354	$ 1,214,290	$ -	$ 1,251,401	$ 37,111	3.06%

Expenditures

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 253,017	$ 280,072	$ 298,148	$ 137,303	$ 326,777	28,628	9.60%
1300	Part Time Salaries	207,525	229,500	240,000	107,150	240,000	-	0.00%
1400	Overtime	-	82	-	-	-	-	0.00%
2101	FICA	35,331	38,990	22,808	18,689	24,998	2,190	9.60%
2201	Pension	24,337	26,094	31,067	15,629	34,344	3,277	10.55%
2301	Health, Life & Disability	34,129	41,005	44,919	21,386	44,550	(369)	-0.82%
2400	Workers' Compensation	7,380	7,512	4,696	4,098	446	(4,250)	-90.50%
	Subtotal	$ 561,719	$ 623,255	$ 641,638	$ 304,255	$ 671,115	29,477	4.59%
Contractual Services								
3100	Prof. Services	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
3400	Other Cont. Services	247	-	20,000	-	20,000	-	0.00%
	Subtotal	$ 247	$ -	$ 20,000	$ -	$ 20,000	-	0.00%
Other Charges & Services								
4000	Travel & Per Diem	$ 3,843	$ 3,840	$ 5,840	$ 1,920	$ 4,000	(1,840)	-31.51%
4101	Communication Services	4,352	3,599	5,600	1,530	4,000	(1,600)	-28.57%
4103	Postage	-	1,265	-	589	-	-	0.00%
4402	Rentals & Leases	3,326	6,408	2,000	2,249	4,400	2,400	120.00%
4530	Insurance	12,829	9,030	11,075	5,700	9,386	(1,689)	-15.25%
4600	R&M	124,748	45,808	50,000	48,099	50,000	-	0.00%
4700	Printing and Binding	454	-	900	-	-	(900)	-100.00%
4902	Other Current Charges	36,767	32,829	25,000	14,845	28,000	3,000	12.00%
4990	Bad Debt	-	-	-	-	-	-	0.00%
	Subtotal	$ 186,319	$ 102,779	$ 100,415	$ 74,932	$ 99,786	(629)	-0.63%
Commodities								
5100	Office Supplies	$ 1,663	$ 2,367	$ 16,237	$ 3,335	$ 3,500	(12,737)	-78.44%
5200	Operating Supplies	5,874	4,851	7,000	1,475	3,000	(4,000)	-57.14%
5203	Uniforms	-	-	2,000	852	2,000	-	100.00%
	Subtotal	$ 7,537	$ 7,218	$ 25,237	$ 5,662	$ 8,500	(16,737)	-66.32%

City of Miami Springs

Building Fund - 145

Fiscal Year 2025/26

Other Operating Expenses										
5400	Subscriptions & Memberships	$ -	$ 140	$ 1,000	$ -	$ 1,000	-	0.00%
5800	Training	-	-	1,000	-	1,000	-	0.00%
	Subtotal	$ -	$ 140	$ 2,000	$ -	$ 2,000	-	0.00%
Capital Outlay								
6400	Equipment >$1,000	$ 55,668	$ -	$ -	$ -	$ -	-	0.00%
	Subtotal	$ 55,668	$ -	$ -	$ -	$ -	-	0.00%
Transfers								
9101	Transfer to General Fund	$ 407,154	$ 408,210	$ 450,000	$ 225,000	$ 450,000	-	0.00%
	Subtotal	$ 407,154	$ 408,210	$ 450,000	$ 225,000	$ 450,000	-	0.00%
							Overall	
	Total Expenditures	$ 1,218,644	$ 1,141,602	$ 1,239,290	$ 609,849	$ 1,251,401	12,111	0.98%

Personnel Summary						Change
Building Director	0.80	0.80	0.80	0.80	0.80	-
Building Specialist I	2.0	2.0	2.0	2.0	2.0	-
Building Specialist II, III	3.0	3.0	2.0	2.0	2.0	-
Department Total	5.80	5.80	4.80	4.80	4.80	-

City of Miami Springs

Building Fund - 145

Fiscal Year 2025/26

Revenue Projection Rationale

Object Code #	Category	Council Approval 2025/26	Comment
322	Building Permits	$ 1,122,000	Permit fees for building, electrical, plumbing, roofing, mechanical, and certification of completion.
361	Interest	25,000	Interest income
399	Carryover	104,401	Carryover from prior fiscal years
	Total Building Fund Revenue	$ 1,251,401	

Budget Expenditure Justifications

Object Code #	Category	Council Approval 2025/26	Comment
1200	Employee Salaries	$ 326,777	(1) Building Official, (4) building clerks
1300	Part Time Salaries	240,000	Payments to part time inspectors.
2101	FICA	24,998	Social Security & Medicare taxes
2201	Pension	34,344	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	44,550	Estimated annual employee costs for health, dental, life insurance benefits
2400	Workers' Compensation	446	Allocated cost of workers' compensation premiums paid
3400	Other Cont. Services	20,000	Decreased due to more scanning being done in house

City of Miami Springs

Building Fund - 145

Fiscal Year 2025/26

4000	Travel & Per Diem	4,000	Increased due to additional Training for Building Official and/or clerks
4101	Communication Services	4,000	Cell phone, office phones, internet
4402	Rentals & Leases	4,400	Toshiba copier
4530	Insurance	9,386	General liability, automotive, and property insurance
4600	R&M	50,000	Trackit annual maintenance
4700	Printing and Binding	-	Printing if necessary
4902	Other Current Charges	28,000	Bank charges and credit card fees
5100	Office Supplies	3,500	General office supplies
5200	Operating Supplies	3,000	General operating supplies
5203	Uniforms	2,000	Uniforms required for staff
5400	Subscriptions & Memberships	1,000	Staff memberships
5800	Training	1,000	Training for staff
9101	Transfer to General Fund	450,000	Administrative charge to General Fund
	Total Operating Expenditures	$ 1,251,401	

City of Miami Springs

Building Fund - 145

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Perform a final Inspection on all permits issued and close them within 6 months of the issue date, provided that the work has been completed to code.
2. Continue to educate the staff, residents, and contractors in our community to continue promoting safety, and stable designs in all construction and improvements permitted in our City.
3. Continued the scanning process to completely digitize the filing system in our department and facilitate plans records request to the public and staff.
4. Successfully scanned all closed permits remaining large files in the storage room.
5. Continuing scanning active of small files as part of the initial submittal procedure.
6. Inspectors successfully completed their annual license recertification.
7. Effectively processed 1,425 permits, as of 8/19/2025.
8. Continue to hold regular staff meetings with permit clerks and Inspectors to maintain consistency in our procedures.
9. Continued to work on updating our permit requirement list to insure consistency within our staff and our procedures.
10. Successfully trained clerks in taking payments
11. Successfully hired and trained Odemar Jimenez as Plumbing Inspector.
12. Provided customer service to approximately 10,125 residents, contractors, and business owners over the counter. An average of 45 per day, as of 7/31/2025.

13a. Performed an overall total of 4,857 field inspections as of 7/31/2025.

13b. Building and Roofing Inspections: 3,243, Mechanical Inspections: 202, Electrical Inspections: 731, Plumbing Inspections: 681

14a. Performed an overall total of 2924 plan reviews as of 7/31/2025.

14b. Building and Roofing Permit Reviews: 1,432, Structural Permit Reviews: 420, Mechanical Permit Reviews: 191, Electrical Permit Reviews: 492, Plumbing Permit Reviews: 389

Performance Measures and Scorecard

	Performance Workload Indicators	Building Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Reduce number of departmental complaints	1, 2	Yes	Yes	Yes	Yes
	Permits applied for should receive a final inspection and be closed within 6 months of being issued. (Some permits require longer than a 6 month span to complete.)	1	Yes	Yes	Yes	Yes
	Process over 1300 permits in a fiscal year.	7	1,497	1,300	1,425	1,500
	Perform over 3600 Building/Roofing inspections/reviews in a fiscal year.	13b, 14b	4,741	4,700	4,675	4,900
	Perform over 400 Mechanical inspections/reviews in a fiscal year	13b, 14b	409	450	393	425
	Perform over 1300 Electrical inspections/reviews in a fiscal year	13b, 14b	1,277	1,200	1,223	1,400
	Perform over 600 Plumbing inspections/reviews in a fiscal year	13b, 14b	915	900	1,070	1,200
	Perform over 400 Structural reviews in a fiscal year	13b, 14b	622	600	420	450
	All open inspections to be closed out at month-end	1	Yes	Yes	Yes	Yes
	Update the website to show accurate and efficient information.	2	Yes	Yes	Yes	Yes
	Educate the building staff, residents and contractors of latest and most accurate information in our permit process.	2	Yes	Yes	Yes	Yes
	Reduced turn-around time for permits submitted	1	Within 5 to 10 business days	Within 5 to 10 business days	Within 5 to 10 business days	Within 5 to 10 business days
	Revise permit application and other department forms to include the required information mandated by the Florida Building Code and other government agencies like FEMA.	1, 2	Yes	Yes	Yes	Yes
	Continue to enforce procedures to address the extensive issue of open expired permits in our City, with the use of the Affidavit of Compliance at the time of a new permit submittal.	1, 2	Yes	Yes	Yes	Yes
	Continue to provide excellent and friendly customer service over the counter, phone and email.	2	Average of 70/daily	Average of 70/daily	Average of 70/daily	Average of 70/daily
	Scan City street files, to condense space and improve technology.	3, 5	10/Boxes a month	10/Boxes a month	4/Boxes a month	4/Boxes a month

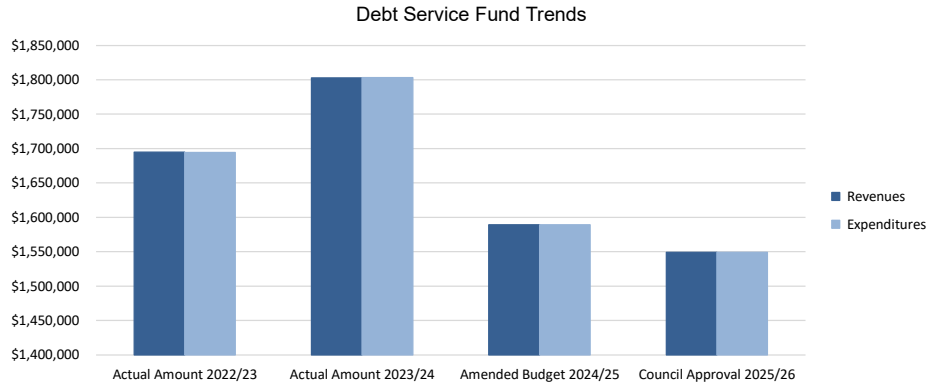
DEBT SERVICE FUND

City of Miami Springs

Debt Service Fund
Fiscal Year 2025/26
Fund Budget Summary

Fund Description

This fund accounts for the principal and interest payments on all of the City's debt including the City's $7.5 million Community Center/Aquatic Center Note, the $5 million Senior Center Construction Loan, the $1.6 million Energy Conservation Note, the $3.8 million Golf and Country Club Golf Revitalization Note, and other equipment leases. These notes are being paid through an interfund transfer from the Department responsible for the debt to the Debt Service Fund.



Revenue Projections Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
360000/369999	Miscellaneous Revenues	$ 921	$ 657	$ -	$ -	$ -
380000/389999	Transfer/Debt Proceeds	1,693,883	1,802,155	1,589,383	924,849	1,549,196
	Total Revenues	$ 1,694,804	$ 1,802,812	$ 1,589,383	$ 924,849	$ 1,549,196

Expenditures by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
7000/7999	Debt Service	$ 1,694,496	$ 1,803,119	$ 1,589,383	$ 877,184	$ 1,549,196
	Total Expenditures	$ 1,694,496	$ 1,803,119	$ 1,589,383	$ 877,184	$ 1,549,196

City of Miami Springs

Debt Service Fund

Fiscal Year 2025/26

Reveue Projections

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Miscellaneous Revenues								
3610000	Interest	$ 921	$ 657	$ -	$ 2,380	$ -	$ -	0.00%
	Subtotal	$ 921	$ 657	$ -	$ 2,380	$ -	-	0.00%
Transfer/Debt Proceeds								
38191XX	Interfund Transfers	$ 1,693,883	$ 1,802,155	$ 1,589,383	$ 924,849	$ 1,549,196	(40,187)	-2.53%
	Subtotal	$ 1,693,883	$ 1,802,155	$ 1,589,383	$ 924,849	$ 1,549,196	(40,187)	-2.53%
	Total Revenues	$ 1,694,804	$ 1,802,812	$ 1,589,383	$ 927,229	$ 1,549,196	$ (40,187)	-2.53%

Expenditures

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Debt Service								
71XX	Principal	$ 1,380,614	$ 1,319,809	$ 1,141,053	$ 703,245	$ 1,150,132	$ 9,079	0.80%
72XX	Interest	$ 313,882	$ 483,310	$ 448,330	$ 173,939	$ 399,064	(49,266)	-10.99%
	Total Expenditures	$ 1,694,496	$ 1,803,119	$ 1,589,383	$ 877,184	$ 1,549,196	$ (40,187)	-2.53%

City of Miami Springs

Debt Service Fund

Fiscal Year 2025/26

Revenue Projection Rationale

Object Code #	Category	Council Approval 2025/26	Comment
381	Interfund Transfers	$ 1,549,196	Transfers in from other funds and the General Fund departments to fund debt service costs associated with bank notes and equipment leases
	Total Debt Service Fund Revenues	$ 1,549,196	

Budget Expenditure Justifications

Object Code #	Category	Council Approval 2025/26	Comment
71XX	Principal	$ 1,150,132	Principal payments due on bank notes and equipment leases which will be payable in fiscal year 2025/26
72XX	Interest	399,064	Interest payments due on the bank notes and equipment leases which will be payable in fiscal year 2025/26
	Total Debt Service Fund Expenditures	$ 1,549,196	

City of Miami Springs

Debt Service Fund

Fiscal Year 2025/26

Goals and Objectives

1. To account for the servicing of general long-term debt being financed by proprietary or non-expendable trust funds, and to maintain the highest possible bond ratings for the marketability of the City's debt.
2. To finance projects utilizing the most cost-effective methods, while minimizing the restrictions that would hinder the future borrowing capacity of the City.

Performance Measures and Scorecard

	Performance Workload Indicators	Debt Service Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Number of Payments on Revenue Bonds	1, 2	4	4	4	4
	Number of late payments	1, 2	-	-	-	-
	% of payments made in accordance with bond covenants	1, 2	100%	100%	100%	100%

City of Miami Springs
Legal Debt Margin

The necessity to incur debt in order to finance the capital program carries with it the obligation to manage the debt program effectively. As a result, the level of outstanding debt and the City's capacity to incur and repay additional debt bear careful examination.

City Charter section 1.04(4) states that the City shall not issue ad valorem bonds the outstanding total amount of which shall obligate the City in excess of 15% of the assessed valuation of the real property within the City.
The City does not hold any General Obligation debt at the end of FY 2025.

The City's bonded debt margin for FY 2025-26 is as follows:

Assessed valuation 2025-26 roll	$	1,887,248,316
Bonded debt limit - 15% of assessed valaue	$	283,087,247
Total ad valorem - General Obligation Bonds	$	-
Amount of debt applicable	$	-
Debt margin available	$	283,087,247

City of Miami Springs
$3,800,000 Golf Renovation Revenue Note at 6.00%, Series 2023

SOURCES OF FUNDS

Series 2023 Proceeds	$	3,800,000.00
Total Sources of Funds		3,800,000.00

USES OF FUNDS

Golf Course renovation	3,800,000.00
Total Uses of Funds	3,800,000.00

DEBT SERVICE DISBURSEMENT SCHEDULE BY YEAR

Year End 9/30/xx	***Principal***	***Interest***	***Total Debt Service Costs***
2023	-	21,533.00	21,533.00
2024	162,143.00	225,603.00	387,746.00
2025	172,017.00	215,729.00	387,746.00
2026	182,493.00	205,253.00	387,746.00
2027	193,607.00	194,140.00	387,747.00
2028	205,397.00	182,349.00	387,746.00
2029	217,906.00	169,840.00	387,746.00
2030	231,177.00	156,570.00	387,747.00
2031	245,255.00	142,491.00	387,746.00
2032	260,191.00	127,555.00	387,746.00
2033	276,037.00	111,710.00	387,747.00
2034	292,848.00	94,899.00	387,747.00
2035	310,682.00	77,064.00	387,746.00
2036	329,602.00	58,144.00	387,746.00
2037	349,675.00	38,071.00	387,746.00
2038	370,970.00	16,776.00	387,746.00
Total	$ 3,800,000.00	$ 2,037,727.00	$ 5,837,727.00

City of Miami Springs
$5,000,000 Senior Center Revenue Note at 2.65%, Series 2019

SOURCES OF FUNDS

Series 2015 Bond Proceeds	$ 5,000,000.00
Total Sources of Funds	5,000,000.00

USES OF FUNDS

Senior center facility	5,000,000.00
Total Uses of Funds	5,000,000.00

DEBT SERVICE DISBURSEMENT SCHEDULE BY YEAR

Year End 9/30/xx	*Principal*	*Interest*	*Total Debt Service Costs*
2019	-	23,187.50	23,187.50
2020	250,000.00	132,500.00	382,500.00
2021	250,000.00	125,875.00	375,875.00
2022	250,000.00	119,250.00	369,250.00
2023	250,000.00	112,625.00	362,625.00
2024	250,000.00	106,000.00	356,000.00
2025	250,000.00	99,375.00	349,375.00
2026	250,000.00	92,750.00	342,750.00
2027	250,000.00	86,125.00	336,125.00
2028	250,000.00	79,500.00	329,500.00
2029	250,000.00	72,875.00	322,875.00
2030	250,000.00	66,250.00	316,250.00
2034	250,000.00	39,750.00	289,750.00
2035	250,000.00	33,125.00	283,125.00
2036	250,000.00	26,500.00	276,500.00
2037	250,000.00	19,875.00	269,875.00
2038	250,000.00	13,250.00	263,250.00
2039	250,000.00	6,625.00	256,625.00
Total	$ 5,000,000.00	$ 1,414,437.50	$ 6,414,437.50

City of Miami Springs
$7,554,000 Aquatic/ Refunding Bond at 3.07%, Series 2015

SOURCES OF FUNDS

Series 2015 Bond Proceeds	$ 7,554,000.00
Total Sources of Funds	7,554,000.00

USES OF FUNDS

Refunding Series 2010 Bonds	$ 1,986,732.76
Aquatic/Stafford project	5,567,267.24
Total Uses of Funds	7,554,000.00

DEBT SERVICE DISBURSEMENT SCHEDULE BY YEAR

Year End 9/30/xx	*Principal*	*Interest*	*Total Debt Service Costs*
2015	188,000.00	99,205.00	287,205.00
2016	396,000.00	223,250.40	619,250.40
2017	424,000.00	210,770.85	634,770.85
2018	437,000.00	197,661.95	634,661.95
2019	450,000.00	184,138.60	634,138.60
2020	465,000.00	170,216.15	635,216.15
2021	479,000.00	155,833.20	634,833.20
2022	493,000.00	141,020.45	634,020.45
2023	510,000.00	125,762.55	635,762.55
2024	525,000.00	109,998.10	634,998.10
2025	540,000.00	93,757.80	633,757.80
2026	558,000.00	77,041.65	635,041.65
2027	575,000.00	59,788.25	634,788.25
2028	593,000.00	41,997.60	634,997.60
2029	611,000.00	23,654.35	634,654.35
2030	310,000.00	4,758.50	314,758.50
Total	$ 7,554,000.00	$ 1,918,855.40	$ 9,472,855.40

ENTERPRISE FUNDS

City of Miami Springs

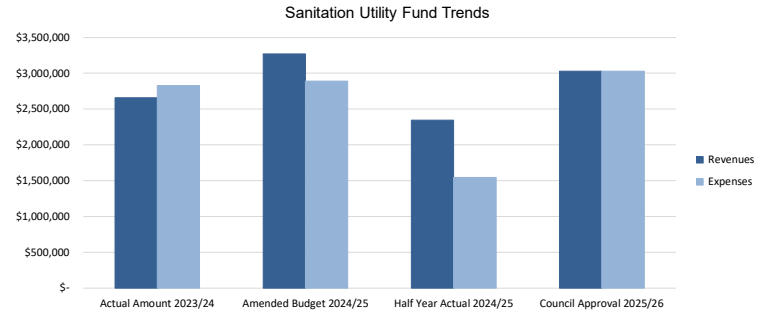
Sanitation Utility Fund - 430

Fiscal Year 2025/26

Fund Budget Summary

Fund Description

The Sanitation Division of the Public Works Department is responsible for the collection of all garbage and bulk trash from residential properties in the city. Over 4,300 customers receive twice weekly garbage service and weekly bulk trash service.



Revenue Projections Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
330000/339999	Intergovernmental Revenues	$ -	$ -	$ -	$ -	$ -
340000/349999	Charges for Services	2,538,025	2,643,761	2,925,000	2,339,521	3,025,000
360000/369999	Miscellaneous Revenues	11,674	14,689	3,500	5,890	3,500
399900/399999	Net Position	-	-	338,361	-	-
	Total Revenues	$ 2,549,699	$ 2,658,450	$ 3,266,861	$ 2,345,411	$ 3,028,500

Expenses Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 763,839	$ 787,237	$ 818,103	$ 387,801	$ 921,913
3000/3999	Contractual Services	1,002,018	1,100,829	1,095,640	467,429	1,239,350
4000/4999	Other Charges & Services	322,633	273,566	344,096	113,822	340,437
5000/5399	Commodities	141,746	117,140	125,000	32,403	125,000
5400/5999	Other Operating Expenses	85,896	74,806	103,200	19,491	97,000
6000/6999	Capital Outlay	-	-	-	323,721	-
7000/7999	Debt Service	6,334	4,734	3,110	1,765	4,800
9000/9999	T/fer - General Fund (001)	470,000	470,000	400,000	200,000	300,000
	Total Expenses	$ 2,792,466	$ 2,828,312	$ 2,889,149	$ 1,546,432	$ 3,028,500

City of Miami Springs

Sanitation Utility Fund - 430

Fiscal Year 2025/26

Revenue Projections

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Intergovernmental Revenues								
389	Grants	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
	Subtotal	$ -	$ -	$ -	$ -	$ -	-	0.00%
Charges for Services								
343	Sanitation Utility Fees	$ 2,538,025	$ 2,643,761	$ 2,925,000	$ 2,339,521	$ 3,025,000	100,000	3.42%
	Subtotal	$ 2,538,025	$ 2,643,761	$ 2,925,000	$ 2,339,521	$ 3,025,000	100,000	3.42%
Miscellaneous Revenues								
361	Interest	$ 3,930	$ 6,948	$ -	$ 3,440	$ -	-	0.00%
365	Disposal of Fixed Assets	-	-	-	-	-	-	0.00%
369	Other	7,744	7,741	3,500	2,450	3,500	-	0.00%
	Subtotal	$ 11,674	$ 14,689	$ 3,500	$ 5,890	$ 3,500	-	100.00%
Net Position								
3999000	Carryover	$ -	$ -	$ 338,361	$ -	$ -	(338,361)	-100.00%
	Subtotal	$ -	$ -	$ 338,361	$ -	$ -	(338,361)	-100.00%
	Total Revenues	$ 2,549,699	$ 2,658,450	$ 3,266,861	$ 2,345,411	$ 3,028,500	$ (238,361)	-7.30%

City of Miami Springs

Sanitation Utility Fund - 430

Fiscal Year 2025/26

Expenses

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 521,609	$ 525,739	$ 555,834	$ 256,506	$ 609,802	$ 53,969	9.71%
1400	Overtime	18,332	19,414	-	10,195	20,000	20,000	100.00%
2101	FICA	40,105	41,965	42,521	20,099	46,650	4,129	9.71%
2201	Pension	39,430	43,946	57,918	25,360	64,090	6,172	10.66%
2301	Health, Life & Disability	131,235	143,021	147,239	64,991	149,292	2,053	1.39%
2400	Workers' Compensation	13,128	13,152	14,591	10,650	32,079	17,488	119.86%
	Subtotal	$ 763,839	$ 787,237	$ 818,103	$ 387,801	$ 921,913	103,811	12.69%
Operating Contractual Services								
3400	Other Cont. Services	$ 1,002,018	$ 1,100,829	$ 1,095,640	$ 467,429	$ 1,239,350	143,710	13.12%
	Subtotal	$ 1,002,018	$ 1,100,829	$ 1,095,640	$ 467,429	$ 1,239,350	143,710	13.12%
Other Charges & Services								
4101	Communication Services	$ 4,748	$ 3,591	$ 4,000	$ 1,644	$ 4,000	-	0.00%
4510	Fleet Maintenance	-	-	300,000	96,643	300,000	-	0.00%
4530	Insurance	313,737	267,181	37,096	15,168	31,437	(5,659)	-15.26%
4600	R&M	4,033	2,672	3,000	334	5,000	2,000	66.67%
4902	Other Current Charges	115	122	-	33	-	-	0.00%
4990	Bad Debt	-	-	-	-	-	-	0.00%
	Subtotal	$ 322,633	$ 273,566	$ 344,096	$ 113,822	$ 340,437	(3,659)	-1.06%
Commodities								
5200	Operating Supplies	$ 49,950	$ 18,385	$ 20,000	$ 5,632	$ 20,000	-	0.00%
5202	Gas & Oil	91,796	78,276	85,000	21,633	85,000	-	0.00%
5207	Tires	-	20,479	20,000	5,138	20,000	-	0.00%
	Subtotal	$ 141,746	$ 117,140	$ 125,000	$ 32,403	$ 125,000	-	0.00%
Other Operating Expenses								
5800	Training	$ 4,400	$ 1,616	$ 3,200	$ 1,400	$ 2,000	(1,200)	-37.50%
5900	Depreciation	85,896	73,190	100,000	18,091	95,000	(5,000)	-5.00%
	Subtotal	$ 90,296	$ 74,806	$ 103,200	$ 19,491	$ 97,000	(6,200)	-6.01%
Capital Outlay								
6000	Assets Capitalized	$ -	$ -	$ -	$ 323,721	$ -	-	0.00%
	Subtotal	$ -	$ -	$ -	$ 323,721	$ -	-	0.00%
Transfers								
7200	Interest	$ 6,334	$ 4,734	$ 3,110	$ 1,765	$ 4,800	1,690	54.34%
	Subtotal	$ 6,334	$ 4,734	$ 3,110	$ 1,765	$ 4,800	1,690	54.34%
Transfers								
9101	Transfer to General Fund	$ 470,000	$ 470,000	$ 400,000	$ 200,000	$ 300,000	(100,000)	-25.00%
	Subtotal	$ 470,000	$ 470,000	$ 400,000	$ 200,000	$ 300,000	(100,000)	-25.00%
							Overall	
	Total Expenses	$ 2,796,866	$ 2,828,312	$ 2,889,149	$ 1,546,432	$ 3,028,500	$ 139,352	4.82%

Personnel Summary						Change
Sanitation Foreman	1.0	1.0	1.0	1.0	1.0	-
Automated Equipment Operator	5.0	5.0	5.0	5.0	5.0	-
Refuse Truck Driver	3.0	3.0	3.0	3.0	3.0	-
Refuse Collector	2.0	2.0	2.0	2.0	2.0	-
Department Total	11.0	11.0	11.0	11.0	11.0	-

City of Miami Springs

Sanitation Utility Fund - 430

Fiscal Year 2025/26

Revenue Projection Rationale

Object Code #	Category	Council Approval 2025/26	Comment
343	Sanitation Utility Fees	$ 3,025,000	Estimated utility fees based on current amounts received
369	Other	3,500	Other fees
	Total Sanitation Utility Fund Revenues	$ 3,028,500	

Budget Expense Justifications

1200	Employee Salaries	$ 609,802	(1) Sanitation Foreman, (5) Automated Equipment Operator, (3) Refuse Truck Driver, (2) Refuse Collector
1400	Overtime	20,000	Estimated overtime costs
2101	FICA	46,650	Social Security & Medicare taxes
2201	Pension	64,090	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	149,292	Estimated annual employee costs for health, dental, life & disability insurance benefits
2400	Workers' Compensation	32,079	Allocated cost of workers' compensation premiums paid
3400	Other Contractual Services	1,239,350	MDC and Waste Management tipping fees
4101	Communication Services	4,000	Cellular service foreman, internet, fiberlink
4510	Fleet Maintenance	300,000	Repairs and Maintenance for all garbage and bulk trash trucks and equipment
4530	Insurance	31,437	General liability, automotive, and property insurance
4600	R&M	5,000	Costs associated with the Department's vehicle maintenance
5200	Operating Supplies	20,000	Uniforms & shoes for Sanitation staff, back supports, gloves, ear plugs, rakes, shovels, trash bags, paper towels, sprayer bottles, cups, radiator fluids, windshield wipers & fluids, other service related items needed to perform scope of work
5202	Gas & Oil	85,000	Fuel and oil including hydraulic oil
5207	Tires	20,000	Tires for Sanitation equipment
5800	Training	2,000	Potential CDL licence drivers
5900	Depreciation	95,000	Depreciation expense on assets
7200	Interest	4,800	Interest expense on debt
9101	Transfer to General Fund	300,000	Administrative charge to General Fund
	Total Sanitation Fund Expenses	$ 3,028,500	

City of Miami Springs

Sanitation Utility Fund - 430

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Operate a utility which provides quality services to the citizenry of Miami Springs.
2. Provide scheduled service within the allotted time of the day.
3. Provide collection of bulk trash in a clean and timely manner.

Performance Measures and Scorecard

	Performance Workload Indicators	Sanitation Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Percentage of cans collected on each route	1, 2, 3	100%	100%	100%	100%
	Reduce the number of days route not completed	1, 2, 3	Yes	Yes	Yes	Yes
	Increase public education	1, 2, 3	100%	100%	100%	100%

City of Miami Springs

Stormwater Utility Fund - 440

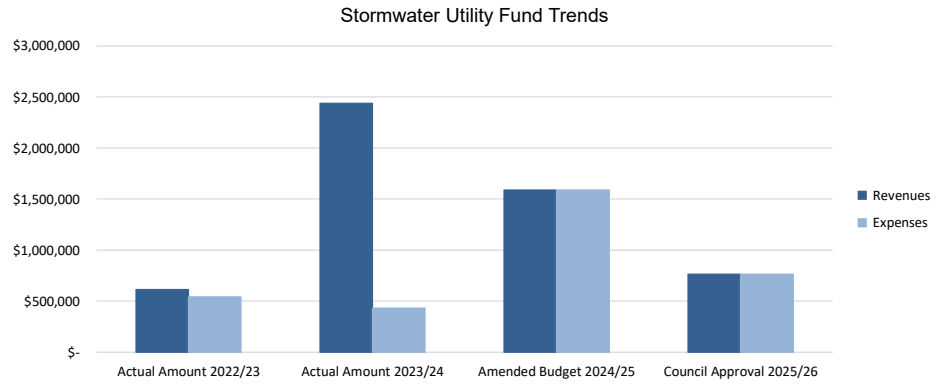
Fiscal Year 2025/26

Fund Budget Summary

Fund Description

The Storm-water Division ensures that all drains and outlets are free of debris and allows excess storm water run off to flow freely from the drainage system.

Specific functions of this Division include the cleaning of drains, inlets, outlets, ditches, canals and culverts. Maintenance of the canals is also an integral function included in this Division, requiring routine aquatic weed control and debris removal.



Revenue Projections Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
330000/339999	Intergovernmental Revenues	$ 169,000	$ 1,994,019	$ -	$ 447,428	$ 300,000
340000/349999	Charges for Services	437,145	433,281	423,000	148,323	430,000
360000/369999	Miscellaneous Revenues	6,548	10,937	-	12,231	-
399900/399999	Net Position	-	-	1,166,120	-	33,318
	Total Revenues	$ 612,693	$ 2,438,237	$ 1,589,120	$ 607,982	$ 763,318

Expenses Summary by Category

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26
1000/2999	Personnel Services	$ 53,214	$ 57,988	$ 99,545	$ 18,631	$ 125,470
3000/3999	Contractual Services	192,687	70,577	19,800	3,599	306,000
4000/4999	Other Charges & Services	76,523	105,265	120,406	68,461	125,348
5000/5399	Commodities	5,702	4,148	9,000	1,757	9,000
5400/5999	Other Operating Expenses	152,953	132,047	142,500	55,019	137,500
6000/6999	Capital Outlay	-	-	1,137,869	481,176	-
9000/9999	T/fer - General Fund (001)	60,000	60,000	60,000	30,000	60,000
	Total Expenses	$ 541,079	$ 430,025	$ 1,589,120	$ 658,643	$ 763,318

City of Miami Springs

Stormwater Utility Fund - 440

Fiscal Year 2025/26

Revenue Projections

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Intergovernmental Revenues								
389	Grants	$ 169,000	$ 1,994,019	$ -	$ 447,428	$ 300,000	$ 300,000	100.00%
	Subtotal	$ 169,000	$ 1,994,019	$ -	$ 447,428	$ 300,000	300,000	100.00%
Charges for Services								
343	Stormwater Utility Fees	$ 437,145	$ 433,281	$ 423,000	$ 148,323	$ 430,000	7,000	1.65%
	Subtotal	$ 437,145	$ 433,281	$ 423,000	$ 148,323	$ 430,000	7,000	1.65%
Miscellaneous Revenues								
361	Interest	$ 6,548	$ 10,937	$ -	$ 12,231	$ -	-	0.00%
365	Disposal of Fixed Assets	-	-	-	-	-	-	-
	Subtotal	$ 6,548	$ 10,937	$ -	$ 12,231	$ -	-	0.00%
Net Position								
3999000	Carryover	$ -	$ -	$ 1,166,120	$ -	33,318	(1,132,802)	-97.14%
	Subtotal	$ -	$ -	$ 1,166,120	$ -	$ 33,318	(1,132,802)	-97.14%
	Total Revenues	$ 612,693	$ 2,438,237	$ 1,589,120	$ 607,982	$ 763,318	$ (825,802)	-51.97%

City of Miami Springs

Stormwater Utility Fund - 440

Fiscal Year 2025/26

Expenses

Object Code #	Category	Actual Amount 2022/23	Actual Amount 2023/24	Amended Budget 2024/25	Half Year Actual 2024/25	Council Approval 2025/26	$ Change	% Change
Personnel Services								
1200	Employee Salaries	$ 35,517	$ 36,499	$ 72,927	$ 10,914	$ 82,726	$ 9,799	13.44%
1400	Overtime	736	1,614	-	20	500	500	100.00%
2101	FICA	2,578	2,902	5,579	817	6,329	750	13.44%
2201	Pension	2,574	3,369	7,599	1,284	8,694	1,095	14.42%
2301	Health, Life & Disability	9,853	11,528	11,526	3,496	22,869	11,343	98.41%
2400	Workers' Compensation	1,956	2,076	1,914	2,100	4,352	2,437	127.33%
	Subtotal	$ 53,214	$ 57,988	$ 99,545	$ 18,631	$ 125,470	25,924	26.04%
Operating Contractual Services								
3100	Prof. Services	$ 169,000	$ 72,600	$ 19,800	$ -	$ -	(19,800)	-100.00%
3400	Other Cont. Services	10,931	10,733	-	3,599	306,000	306,000	100.00%
3900	Contingency	12,756	(12,756)	-	-	-	-	0.00%
	Subtotal	$ 192,687	$ 70,577	$ 19,800	$ 3,599	$ 306,000	286,200	1445.45%
Other Charges & Services								
4101	Communication Services	$ 3,314	$ 3,389	$ 3,500	$ 1,442	$ 3,500	-	0.00%
4301	Utilities	686	731	500	166	12,750	12,250	2450.00%
4510	Fleet Maintenance		4,590	15,000	46,995	15,000	-	0.00%
4530	Insurance	19,064	39,010	47,906	3,792	40,598	(7,308)	-15.25%
4600	R&M	2,946	13,220	7,500	450	7,500	-	0.00%
4902	Other Current Charges	83	83	-	83	-	-	0.00%
4980	WASA Collection	50,430	44,242	46,000	15,533	46,000	-	0.00%
	Subtotal	$ 76,523	$ 105,265	$ 120,406	$ 68,461	$ 125,348	4,942	4.10%
Commodities								
5200	Operating Supplies	$ 5,702	$ 529	$ 5,000	$ 106	$ 5,000	-	0.00%
5202	Gas & Oil		3,619	4,000	1,651	4,000	-	100.00%
	Subtotal	$ 5,702	$ 4,148	$ 9,000	$ 1,757	$ 9,000	-	0.00%
Other Operating Expenses								
5800	Training	$ 567	$ -	$ 2,500	$ -	$ 2,500	-	0.00%
5900	Depreciation	152,386	132,047	140,000	55,019	135,000	(5,000)	-3.57%
	Subtotal	$ 152,953	$ 132,047	$ 142,500	$ 55,019	$ 137,500	(5,000)	-3.51%
Capital Outlay								
6000	Assets Capitalized	$ -	$ -	$ 1,137,869	$ 481,176	$ -	(1,137,869)	0.00%
	Subtotal	$ -	$ -	$ 1,137,869	$ 481,176	$ -	(1,137,869)	0.00%
Transfers								
9101	Transfer to General Fund	$ 60,000	$ 60,000	$ 60,000	$ 30,000	$ 60,000	-	0.00%
	Subtotal	$ 60,000	$ 60,000	$ 60,000	$ 30,000	$ 60,000	-	0.00%
	Total Expenses	$ 541,079	$ 430,025	$ 1,589,120	$ 658,643	$ 763,318	Overall $ (825,803)	-51.97%

Personnel Summary

						Change
Maintenance Worker I	1.0	1.0	1.0	1.0	1.0	-
Heavy Equipment Operator	1.0	1.0	1.0	1.0	1.0	-
Department Total	2.00	2.00	2.00	2.00	2.0	-

City of Miami Springs

Stormwater Utility Fund - 440

Fiscal Year 2025/26

Revenue Projection Rationale

Object Code #	Category	Council Approval 2025/26	Comment
343	Stormwater Utility Fees	$ 430,000	Estimated utility fees based on current amounts received
389	Grants	300,000	Master plan funding
399	Carryover	33,318	Net position carryover
Total Stormwater Utility Fund Revenues		$ 763,318	

Budget Expense Justifications

1200	Employee Salaries	$ 82,726	(1) One full time employee
1400	Overtime	500	Estimated overtime costs
2101	FICA	6,329	Social Security & Medicare taxes
2201	Pension	8,694	Estimated pension contribution paid by the City for each full-time General employee
2301	Health, Life & Disability	22,869	Estimated annual employee costs for health, dental, life insurance benefits
2400	Workers' Compensation	4,352	Allocated cost of workers' compensation premiums paid
3400	Other Contractual Services	306,000	Regulation fees, permits, canal maintenance
4101	Communication Services	3,500	Internet and Fiberlink
4301	Utilities	12,750	Hook Square pump house

City of Miami Springs

Stormwater Utility Fund - 440

Fiscal Year 2025/26

4510	Fleet Maintenance	15,000	Repair and Maintenance
4530	Insurance	40,598	General liability, automotive, and property insurance
4600	R&M	7,500	Catch basin repairs, lids, boxes and pipes
4980	WASA Collection	46,000	Fees from MDC for Stormwater billing and collection
5200	Operating Supplies	5,000	Uniform & shoes for staff back supports, eye protection, ear protection, hard hats, hazmat paper suits, dust masks, gloves, caution tape, wasp spray, and other related items needed to perform duties
5202	Gas & Oil	4,000	Fuel and Oil including Hydraulic for equipment
5800	Training	2,500	Stormwater certifications and licenses for staff
5900	Depreciation	135,000	Depreciation expense on assets
9101	Transfer to General Fund	60,000	Administrative charge to General Fund
	Total Stormwater Fund Expenses	$ 763,318	

City of Miami Springs

Stormwater Utility Fund - 440

Fiscal Year 2025/26

Goals, Objectives and Accomplishments

1. Operate a utility which provides quality services to the citizenry of Miami Springs.
2. Provide storm water related services in a clean and timely manner.
3. Provide a clean and operating storm relief for Miami Springs.
4. Meet NPDES regulations and standards.
5. Provide oversight and manage storm drainage projects.

Performance Measures and Scorecard

	Performance Workload Indicators	Stormwater Objective(s)	Actual 2022/23	Actual 2023/24	Projected 2024/25	Estimate 2025/26
Workload Measures	Number of catch basins cleaned	1, 2, 3, 4, 5	33%	33%	33%	33%
	Linear feet of storm drains jetted	1, 2, 3, 4, 5	500	500	700	1,000
	Number of working days Vac-con on the road	1, 2, 3, 4, 5	120	120	120	120
	Number of drains cleaned per week	1, 2, 3, 4, 5	25	25	30	35

CAPITAL IMPROVEMENT PLAN

CITY OF MIAMI SPRINGS
FY 2025-26 BUDGET
CAPITAL EXPENDITURE SUMMARY-ALL FUNDS

Department	Total Budgeted	Description of expenditure	Total Cost
City Clerk	$ 18,000	Laserfiche software cloud server	$18,000
Information Technology	$ 28,965	Servers, backups, and other computer equipment	$28,965
Parks and recreation	$ 95,000	Pool heater	$95,000
	$ 18,000	Pool grates	$18,000
	$ 115,000	Painting at the Aquatic Center	$115,000
	$ 20,000	Turf/playgound at Peavy Dove	$20,000
	$ 65,000	Tennis screens and resurfacing	$65,000
	$ 1,000	Pool primary valve replacement	$1,000
	$ 4,000	Pool cameras	$4,000
	$ 5,000	Renovate office space at tennis facility	5,000
	$ 30,000	Court divider netting	30,000
Golf	$ 35,000	Sod	35,000
	$ 35,000	Hedges	35,000
	$ 80,000	Cart path	80,000
Police	$ 140,000	Police vehicles	$140,000
	$ 39,960	Tasers	$39,960
	$ 8,500	K-9	$8,500
Public Works	$ 130,000	Five (5) air conditioning units at P&R	$130,000
CIP Reserve	**$ 101,747**	Unanticipated projects in the City throughout the year	$101,747
Total	**$ 970,172**	**Total**	**$ 970,172**

These acquisitions will result in no impact on future operating costs of the City.
Any individual expenditures under $1,000 does not require a project sheet in the Capital Improvement Plan section.

CITY OF MIAMI SPRINGS
CAPITAL EXPENDITURE SUMMARY-ALL FUNDS

Below is a summary of all capital expenditures included in the budget for FY 2025-26

BY FUND		BY DEPARTMENT		BY CATEGORY	
General	$ 970,172	City Clerk	18,000	Vehicles	$ 140,000
		Code Compliance	-		
Road & Transportation	-	Information Technology	28,965	Technology	46,965
		Police	$ 188,460		
Senior services	-	LETF	-	Machinery & Equipment	48,460
		Public Services	130,000		
Building	-	Recreation	353,000	Improvements O/T Buildings	734,747
		Human resources	-		
Sanitation	-	Elderly services	-		
		Golf Course	150,000		
Stormwater	-	Sanitation	-		
		Stormwater	-		
LETF	-	Capital Projects	-		
		Finance	-		
Capital Projects	-	Planning	-		
		Road & Transportation	-		
		Building dept.	-		
		Non-departmental	101,747		
Total	**$ 970,172**	**Total**	**$ 970,172**	**Total**	**$ 970,172**

These acquisitions will result in no impact on future operating costs of the City.
Any individual expenditures under $1,000 does not require a project sheet in the Capital Improvement Plan section.

5 YEAR CAPITAL IMPROVEMENT PLAN

CITY OF MIAMI SPRINGS
CAPITAL IMPROVEMENT PLAN (5 YEARS)

	SOURCE OF FUNDING	2026-27	2027-28	2028-29	2029-30	2030-31	Totals
POLICE							
Police Cars	Revenues	150,000	150,000	150,000	150,000	150,000	750,000
Police radars	Revenues	-		7,500	-	-	7,500
Computer and Radio Equipment	Revenues	150,000	50,000	50,000	50,000	50,000	350,000
Vehicle Emergency Equipment	Revenues	50,000	50,000	50,000	50,000	50,000	250,000
New PSA Vehicle	Revenues	-	35,000	-	-	-	35,000
New Police Building	Revenues	10,000,000	-	-	-	-	10,000,000
GOLF COURSE							
Clubhouse Improvements	Revenues	-	-	-	15,000,000	-	15,000,000
Golf Course Beautification-Landscaping	Revenues	150,000	-	-	-	-	150,000
Bridges - Golf Course	Revenues	-	-	500,000	-	-	500,000
Chemical wash down-DERM	Grant/Revenues	-	-	-	-	1,000,000	1,000,000
Sewer lines connections-DERM	Revenues	-	-	-	1,000,000	-	1,000,000
INFORMATION TECHNOLOGY							
Server - FS1	Revenues		7,500	-	-	-	7,500
Server Virtualization unit 1	Revenues	7,500	-	-	-	-	7,500
Server -NAS	Revenues	-		7,500	-	-	7,500
Server Virtualization unit 2	Revenues		7,500				7,500
Primary Firewall	Revenues	8,200					8,200
RECREATION							
Marcite Pool	Reserves	-	100,000	-	-	-	100,000
Re-paint Concession Stands at Stafford	Revenues	-	-	-	-	50,000	50,000
Perimeter Fence at Prince Field	Revenues	-	100,000	-	-	-	100,000
Replace Water Fountains at Parks	Revenues	-	-	15,000	-	-	15,000
Vita Course Lights at Stafford	Revenues	75,000	-	-	-	-	75,000
Dog Park Canopy	Revenues	-	30,000	-	-	-	30,000
Replace Playground At Stafford and Peavy Dove	Revenues	-	-	-	400,000	-	400,000
Laser Grade and Clay to Ballfields	Revenues	-	15,000	25,000	15,000	-	55,000
Re-sod Prince Field	Revenues	-	180,000	-	-	-	180,000
Resurface and Repaint Gym Floor w/ City Logo	Revenues	40,000	-	-	-	-	40,000
Replace Playground at Peavy Dove	Revenues	-	50,000	-	-	-	50,000
Tables/Trash Receptacles at Dog Park and Tennis	Revenues	30,000	-	-	-	-	30,000
New Dug-Outs at Peavy Dove	Revenues	100,000					100,000
New Picnic Tables and Trash Receptacles for All Facilities	Revenues	40,000					40,000
Batting Cage Renovation	Revenues	-	-	30,000	-	-	30,000
Roof at Community Center	Revenues	-	-	150,000	-	-	150,000
New Pickle Ball Courts	Grant	-	100,000	-	-	-	100,000
Repaint the Aquatic Center	Revenues	-	-	80,000	-	-	80,000
New Maintenance Trucks	Revenues	30,000	-	30,000	-	-	60,000
Sound panels gymnasium	Revenues	-	-	-	-	70,000	70,000
PUBLIC WORKS							
Re-roofing main Building at Public Works	Revenues	45,000	50,000	-	-	-	95,000
Storm Windows Country Club	Revenues	75,000	75,000	75,000	-	-	225,000
Re-roofing main building at tennis courts	Revenues	40,000	-	-	-	-	40,000
Replace Public Works Pick up trucks	Revenues	50,000	-	-	-	-	50,000
TOTAL GENERAL FUND		11,040,700	1,000,000	1,170,000	16,665,000	- 1,370,000	31,245,700
ELDERLY SERVICES							
New Bus	Grant/Revenues	-	-	-	-	160,000	160,000
TOTAL SENIOR CENTER		-	-	-	-	-	160,000
ROAD AND TRANSPORTATION							
Streetlight improvements	CITT/General	100,000	100,000	100,000	100,000	-	400,000
Street Tree maintenance	General	100,000	100,000	100,000	100,000	-	400,000
Street/sidewalk milling and resurfacing	CITT/General	400,000	400,000	400,000	400,000	400,000	2,000,000
Replace Pick Up Trucks	General	25,000	25,000	-	-	-	50,000
Street Furniture	General	25,000	25,000	25,000	25,000		100,000
TOTAL ROAD & TRANS.		650,000	650,000	625,000	625,000	400,000	2,950,000
SANITATION							
New Sanitation Vehicles Bulk Trash Dump Trucks	Revenues	85,000	85,000	85,000	85,000	85,000	425,000
New rear loader sanitation vehicle	Revenues	200,000	200,000	200,000	-	-	600,000
New Pick up truck Barrel pullers	Revenues	25,000	-	-	-	-	25,000
New Radios/Handheld	Revenues	25,000	-	-	-	-	25,000
STORMWATER							
O&M Stormwater system	Revenues	100,000	100,000	100,000	100,000	-	400,000
TOTAL ENTERPRISE FUNDS		435,000	385,000	385,000	185,000	85,000	1,475,000
TOTAL ALL FUNDS		12,125,700	2,035,000 -	2,180,000 -	17,475,000 -	1,855,000	35,830,700

CHANGES IN FUND BALANCES/NET ASSETS

CITY OF MIAMI SPRINGS

Projected Changes in Fund Balance - General Fund

The General Fund is used to account for all financial resources of the City, which are not legally required to be accounted for in another fund. It is the chief operating fund of the City.

	FY22-23 Actual	FY23-24 Actual	FY24-25 Budget	FY25-26 Budget	% of Total	% Change from 2024-25
Beginning Balance	$ 8,150,474	$ 8,261,004	$ 7,461,418	$ 7,461,418		
Revenues/Sources						
Taxes	$9,505,411	10,496,039	11,379,716	12,209,553	50%	7.3%
Franchise Fees	1,224,979	1,209,212	1,100,000	1,134,000	5%	3.1%
Utility Taxes	1,969,078	1,985,516	2,126,000	2,153,000	9%	1.3%
Licenses and Fees	134,036	136,867	110,500	112,500	0%	1.8%
Intergovernmental Revenues	2,564,911	2,545,919	2,125,130	2,145,000	9%	0.9%
Charges for Services	2,662,913	2,266,428	3,567,400	3,895,150	16%	9.2%
Fines and Forfeitures	1,283,163	1,334,276	1,229,500	1,293,085	5%	5.2%
Interest Income	192,461	336,324	225,574	225,000	1%	-0.3%
Miscellaneous	236,179	257,200	268,250	441,500	2%	64.6%
Interfund Transfers	435,869	129,628	910,000	810,000	3%	-11.0%
Proceeds from Debt/Grants	500,000	107,687	500,000	-	0%	-100.0%
Total revenues/sources	20,709,000	20,805,096	23,542,070	24,418,788	100%	3.7%
Expenditures/Uses						
General Government	$ 3,265,465	$ 2,601,447	$ 3,236,851	$ 3,779,704	15%	16.8%
Public Safety	8,413,333	9,098,456	9,612,530	9,623,935	39%	0.1%
Public Services	2,095,946	2,388,795	2,634,113	2,940,455	12%	11.6%
Recreation and Culture	4,644,559	5,188,847	5,740,001	6,572,987	27%	14.5%
Debt Service	-	16,000	-	-	0%	0.0%
Interfund Transfers Out	2,179,167	2,311,137	2,318,575	1,501,707	6%	-35.2%
Total Expenditures/uses	$ 20,598,470	$ 21,604,682	$ 23,542,070	$ 24,418,788	100%	3.7%
Excess (Deficit) of revenues over expenditures	$ 110,530	$ (799,586)	$ -	$ -	0%	0.0%
Ending Balances	$ 8,261,004	$ 7,461,418	$ 7,461,418	$ 7,461,418	0%	0.0%

CITY OF MIAMI SPRINGS
Projected Changes in Fund Balance- Road and Transportation Fund

The Road and Transportation fund is used to account for the receipts and disbursements of funds earmarked for transportation and road improvements. Funds are provided from the Peoples' Transportation Tax.

	FY22-23 Actual	FY23-24 Actual	FY24-25 Budget	FY25-26 Budget	% of Total	% Change from 2024-25
Beginning Balance	$ 469,972	$ 220,160	$ 579,111	$ 567,216		
Revenues/Sources						
Intergovernmental Revenues	857,495	865,008	837,951	941,957	97%	12.4%
Interest Income	-	10,067	-	-	0%	0.0%
Miscellaneous	32,061	29,377	28,000	28,000	3%	0.0%
Total revenues/sources	889,556	904,452	865,951	969,957	100%	12.0%
Expenditures/Uses						
Public Services	1,073,420	496,935	877,846	969,957	100%	10.5%
Interfund transfers out	65,948	48,566	-	-	0%	0.0%
Total Expenditures/uses	$ 1,139,368	$ 545,501	$ 877,846	$ 969,957	100%	10.5%
Excess (Deficit) of revenues over expenditures	$ (249,812)	$ 358,951	$ (11,895)	$ -	0%	-100.0%
Ending Balances	$ 220,160	$ 579,111	$ 567,216	$ 567,216	0%	0.0%

CITY OF MIAMI SPRINGS
Projected Changes in Fund Balance - Senior Services

The Senior Services Fund accounts for federal grant funding related to assistance for the elderly, as well as the City's matching contribution as required by the grant agreements.

	FY22-23 Actual	FY23-24 Actual	FY24-25 Budget	FY25-26 Budget	% of Total	% Change from 2024-25
Beginning Balance	$ 2,037	$ (3,108)	$ 103,549	$ 103,549		
Revenues/Sources						
Intergovernmental Revenues	737,495	994,893	640,619	1,170,051	76%	82.6%
Charges for services	20,435	18,689	19,060	36,400	2%	91.0%
Interfund Transfers	551,232	537,183	729,192	340,257	22%	-53.3%
Total revenues/sources	1,309,162	1,550,765	1,388,871	1,546,708	100%	11.4%
Expenditures/Uses						
Recreation and Social Services	1,314,307	1,444,108	1,388,871	1,546,708	100%	11.4%
Total Expenditures/uses	$ 1,314,307	$ 1,444,108	$ 1,388,871	$ 1,546,708	100%	11.4%
Excess (Deficit) of revenues over expenditures	$ (5,145)	$ 106,657	$ -	$ -	0%	0.0%
Ending Balances	$ (3,108)	$ 103,549	$ 103,549	$ 103,549	0%	0.0%

CITY OF MIAMI SPRINGS
Projected Changes in Fund Balance - Building Fund

The Building Fund accounts for all revenues and expenditures of the building and permitting function.

	FY22-23 Actual	FY23-24 Actual	FY24-25 Budget	FY25-26 Budget	% of Total	% Change from 2024-25
Beginning Balance	$ 1,506,632	$ 2,136,289	$ 2,189,041	$ 2,112,488		
Revenues/Sources						
Interest Income	48,318	87,932	25,000	25,000	2%	0.0%
Licenses and permits	1,799,982	1,105,076	1,100,000	1,122,000	98%	2.0%
Miscellanous	-	1,346	-	-	0%	0.0%
Total revenues/sources	1,848,300	1,194,354	1,125,000	1,147,000	100%	2.0%
Expenditures/Uses						
Interfund transfer-indirect costs	408,210	408,210	450,000	450,000	36%	0.0%
Public Safety	810,433	733,392	751,553	801,401	64%	6.6%
Total Expenditures/uses	$ 1,218,643	$ 1,141,602	$ 1,201,553	$ 1,251,401	100%	4.1%
Excess (Deficit) of revenues over expenditures	$ 629,657	$ 52,752	$ (76,553)	$ (104,401)	0%	36.4%
Ending Balances	$ 2,136,289	$ 2,189,041	$ 2,112,488	$ 2,008,087	0%	-4.9%

CITY OF MIAMI SPRINGS
Projected Changes in Fund Balance - Law Enforcement Trust Fund

The Law Enforcement Trust Fund is used to account for the receipts of funds related to property seized from various federal and state agencies. These funds are restricted for law enforcement purposes only.

	FY22-23 Actual	FY23-24 Actual	FY24-25 Budget	FY25-26 Budget	% of Total	% Change from 2024-25
Beginning Balance	$ 291,544	$ 234,962	$ 165,864	$ (24,975)		
Revenues/Sources						
Intergovernmental Revenues	-	-	-	-	0%	0.0%
Fines and Forfeitures	54,388	12,026	-	-	0%	0.0%
Interest Income	4,920	6,567	1,500	1,500	100%	0.0%
Miscellanous	-	2,226	-	-	0%	0.0%
Total revenues/sources	59,308	20,819	1,500	1,500	100%	0.0%
Expenditures/Uses						
Public Safety	115,890	89,917	192,339	60,579	100%	-68.5%
Total Expenditures/uses	$ 115,890	$ 89,917	$ 192,339	$ 60,579	100%	-68.5%
Excess (Deficit) of revenues over expenditures	$ (56,582)	$ (69,098)	$ (190,839)	$ (59,079)	0%	-69.0%
Ending Balances	$ 234,962	$ 165,864	$ (24,975)	$ (84,054)	0%	236.6%

CITY OF MIAMI SPRINGS
Projected Changes in Fund Balance- Debt Service Fund

The Debt Service Fund is used to account for the revenues and expenditures related to general government debt services..

	FY22-23 Actual	FY23-24 Actual	FY24-25 Budget	FY25-26 Budget	% of Total	% Change from 2024-25
Beginning Balance	$ -	$ 307	$ -	$ -		
Revenues/Sources						
Investment Income	920	657	-	-	0%	0.0%
Interfund Transfers	1,693,883	1,802,155	1,589,383	1,549,196	100%	-2.5%
Total revenues/sources	1,694,803	1,802,812	1,589,383	1,549,196	100%	-2.5%
Expenditures/Uses						
Principal Payments	1,380,614	1,433,338	1,141,053	1,150,132	74%	0.8%
Interest Payments	313,882	369,781	448,330	399,064	26%	-11.0%
Total Expenditures/uses	$ 1,694,496	$ 1,803,119	$ 1,589,383	$ 1,549,196	100%	-2.5%
Excess (Deficit) of revenues over expenditures	$ 307	$ (307)	$ -	$ -	0%	0.0%
Ending Balances	$ 307	$ -	$ -	$ -	0%	0.0%

CITY OF MIAMI SPRINGS
Projected Changes in Net Position - Sanitation

The Sanitation Fund accounts for the City's revenues and expenses of the sanitation department.

	FY22-23 Actual	FY23-24 Actual	FY24-25 Budget	FY25-26 Budget	% of Total	% Change from 2024-25
Beginning Net Position	$ (520,765)	$ (767,935)	$ (982,220)	$ (928,229)		
Revenues/Sources						
Charges for Services	2,545,767	2,651,502	2,925,000	3,025,000	100%	3.4%
Miscellaneous	3,930	6,948	3,500	3,500	0%	0%
Total revenues/sources	2,549,697	2,658,450	2,928,500	3,028,500	100%	3.4%
Expenditures/Uses						
Operating Expenses	2,796,867	2,872,735	2,874,509	3,028,500	100%	5.4%
Total Expenditures/uses	$ 2,796,867	$ 2,872,735	$ 2,874,509	$ 3,028,500	100%	5.4%
Excess (Deficit) of revenues over expenditures	$ (247,170)	$ (214,285)	$ 53,991	$ -	0%	-100.0%
Ending Net Position	$ (767,935)	$ (982,220)	$ (928,229)	$ (928,229)	0%	0.0%

CITY OF MIAMI SPRINGS
Projected Changes in Net Position - Stormwater

The Stormwater Fund accounts for the City's revenues and expenses of the stormwater department.

	FY22-23 Actual	FY23-24 Actual	FY24-25 Budget	FY25-26 Budget	% of Total	% Change from 2024-25
Beginning Net Position	$ 2,241,726	$ 2,313,340	$ 4,229,553	$ 4,221,102		
Revenues/Sources						
Charges for Services	437,145	433,281	423,000	430,000	59%	1.7%
Miscellaneous	6,548	10,937	-	-	0%	0.0%
Grant revenues	169,000	1,321,619	-	300,000	41%	100.0%
Interfund Transfers	-	672,400	-	-	0%	0%
Total revenues/sources	612,693	2,438,237	423,000	730,000	100%	72.6%
Expenditures/Uses						
Operating Expenses	541,079	522,024	431,451	763,318	100%	76.9%
Total Expenditures/uses	$ 541,079	$ 522,024	$ 431,451	$ 763,318	100%	76.9%
Excess (Deficit) of revenues over expenditures	$ 71,614	$ 1,916,213	$ (8,451)	$ (33,318)	0%	294.2%
Ending Net Position	$ 2,313,340	$ 4,229,553	$ 4,221,102	$ 4,187,784	0%	-0.8%

SHORT-TERM AND LONG-TERM GOALS

Fiscal Year 2025-26 Budget Goals and Strategic Vision

I'm pleased to present the City of Miami Springs' budget goals and strategic objectives for Fiscal Year 2025–2026. These priorities reflect our continued commitment to preserving the charm of our community while advancing thoughtful, fiscally responsible growth.

City Overview Miami Springs, founded in 1926 by aviation pioneer Glenn H. Curtiss, remains a vibrant and close-knit community nestled near Miami International Airport. With its lush parks, historic downtown, and strong civic spirit, our city offers an exceptional quality of life to over 14,000 residents. As a certified Tree City USA and a designated Preserve America City, we take pride in our heritage and natural beauty.

Guiding Principles Our Council-Manager government is dedicated to ethical, transparent, and responsive service. We strive to:

- Respond promptly and courteously to resident concerns
- Stay informed on best practices for efficient service delivery
- Uphold our Tree City USA designation
- Prioritize public safety and community well-being
- Deliver exceptional customer service
- Maintain a high quality of life for all
- Ensure fiscal responsibility and operational efficiency

Short-Term Goals (FY 2025–2026)

- **Public Safety:** Expand community outreach, leverage technology for crime prevention, and enhance communication via social media
- **Government Efficiency:** Develop a five-year capital improvement plan and maintain healthy financial reserves
- **Transportation:** Improve public transit by introducing on-demand transit, and collaborate on traffic solutions with State and County officials
- **Parks & Recreation:** Ensure seasonal staffing, host over 40 community events, and maintain high facility standards
- **Environmental Sustainability:** Advance stormwater projects, update the Stormwater Master Plan, and preserve our urban canopy

Long-Term Goals (FY 2026–2031)

- **Economic Growth:** Monitor property assessments, encourage redevelopment, and budget conservatively
- **Labor Compliance:** Adjust wages to meet Florida's minimum wage requirements by 2026
- **Infrastructure Investment:** Use a "pay-as-you-go" model to fund capital projects while minimizing debt
- **Resilience Planning:** Apply findings from the Flood Vulnerability Assessment to future initiatives
- **Community Engagement:** Foster inclusive planning, expand digital access to City Hall, and strengthen civic participation

Conclusion Miami Springs remains committed to balancing tradition with innovation. Through strategic planning and community collaboration, we aim to preserve our unique character while preparing for a resilient and prosperous future.

PERSONNEL SUMMARY

CITY OF MIAMI SPRINGS

PERSONNEL SUMMARY COMPARISON BY DEPARTMENT

	FY 2024-25		FY 2025-26		Increase (decrease) from FY 2024-25	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
City Council	5.00	-	5.00	-	-	-
City Manager	2.00	-	2.00	-	-	-
City Clerk / Passports	2.75	-	3.75	1.00	1.00	1.00
Human Resource Department	2.00	-	2.00	-	-	-
Finance Department	5.00	1.00	5.00	1.00	-	-
Finance - Professional Services	2.00	-	1.00	-	(1.00)	-
IT Department	1.00	-	1.00	-	-	-
Planning Department	0.25	-	0.25	-	-	-
Police Department	61.00	6.00	60.00	7.00	(1.00)	1.00
Building Department	4.80	-	4.80	-	-	-
Code Compliance	3.20	-	3.20	-	-	-
Public Services - Administration	5.00	-	5.00	-	-	-
Public Services - Streets	2.00	-	2.00	-	-	-
Public Services - Properties	10.00	-	10.00	-	-	-
Public Services - Building Maintenance	2.00	-	2.00	-	-	-
Recreation	5.00	59.00	5.00	59.00	-	-
Aquatics	2.00	27.00	2.00	27.00	-	-
Park Maintenance	2.00	2.00	2.00	2.00	-	-
Golf Course - Pro Shop	4.00	18.00	4.00	18.00	-	-
Golf Course - Maintenance	4.00	-	4.00	-	-	-
Road and Transportation Fund	1.00	-	1.00	-	-	-
Senior Center	3.00	18.00	3.00	18.00	-	-
Sanitation Fund	11.00	-	11.00	-	-	-
Stormwater Fund	2.00	-	2.00	-	-	-
TOTAL PERSONNEL	142.00	131.00	141.00	133.00	(1.00)	2.00

DEMOGRAPHICS

CITY OF MIAMI SPRINGS, FLORIDA

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

(amounts expressed in thousands)

Fiscal Year	Real Property		Personal Property	Net Assessed Value	Total Direct Tax Rate	Estimated Actual Value	Net assessed Value as a Percentage of Estimated Actual Value (1)
	Residential Property	Commercial Property					
2015	$ 621,834	$ 248,863	$ 75,422	$ 946,119	7.6710	$ 1,395,092	67.82%
2016	653,405	264,315	68,523	986,244	7.5000	1,472,257	66.99%
2017	692,877	290,727	70,334	1,053,938	7.5000	1,623,957	64.90%
2018	743,121	292,140	85,506	1,120,767	7.3575	1,784,849	62.79%
2019	723,168	389,788	85,223	1,198,179	7.3500	1,876,472	63.85%
2020	818,800	348,482	89,180	1,256,462	7.3300	1,919,259	65.47%
2021	875,127	353,249	95,466	1,323,842	7.3300	1,954,847	67.72%
2022	901,485	339,775	96,210	1,337,470	7.2095	1,978,539	67.60%
2023	1,145,205	354,590	105,763	1,605,558	6.9100	2,002,193	80.19%
2024	1,293,924	353,955	98,280	1,746,159	6.9100	2,026,459	86.17%

Note: Property in the City is reassessed each year. State law requires the Property Appraiser to appraise property at 100% of market value. The Florida Constitution was amended, effective January 1, 1995, to limit annual increases in assessed value of property with homestead exemption to 3 percent per year or the amount of the Consumer Price index, whichever is less. The increase is not automatic since no assessed value shall exceed market value. Tax rates are per $1,000 of assessed value.

(1) Includes tax-exempt property.

Sources: Miami-Dade County
Department of Property Appraisal -DR-420

CITY OF MIAMI SPRINGS, FLORIDA

PROPERTY TAX RATES

DIRECT AND OVERLAPPING GOVERNMENTS (1)

LAST TEN FISCAL YEARS

	City of Miami Springs			OVERLAPPING RATES						
				County			Special Districts			Total
Fiscal Year	City Wide	Debt Service	Total Direct Rate	County-Wide	Debt Service	Fire	Library	School	State	Direct & Overlapping Rates
2015	7.6710	-	**7.6710**	4.6669	0.4500	2.4321	0.2840	7.9740	0.9187	**24.3967**
2016	7.5000	-	**7.5000**	4.6669	0.4500	2.4293	0.2840	7.6120	0.8871	**23.8293**
2017	7.5000	-	**7.5000**	4.6669	0.4000	2.4282	0.2840	7.3220	0.8627	**23.4638**
2018	7.3575	-	**7.3575**	4.6669	0.4000	2.4282	0.2840	6.9940	0.8093	**22.9399**
2019	7.3500	-	**7.3500**	4.6669	0.4644	2.4207	0.2840	6.7330	0.7671	**22.6861**
2020	7.3300	-	**7.3300**	4.6669	0.4780	2.4207	0.2840	7.1480	0.7795	**23.1071**
2021	7.3300	-	**7.3300**	4.6669	0.4780	2.4207	0.2840	7.1290	0.7502	**23.0588**
2022	7.2095	-	**7.2095**	4.6669	0.5075	2.4207	0.2840	7.0090	0.7892	**22.8868**
2023	6.9100	-	**6.9100**	4.5740	0.4355	2.3965	0.2812	6.6990	0.7589	**22.0551**
2024	6.9100	-	**6.9100**	4.5740	0.4271	2.3965	0.2812	6.6020	0.7589	**21.9497**

(1) Overlapping rates are those of local and county governments that apply to property owners within the City of Miami Springs.

Additional information:
Property tax rates are assessed per $1,000 of Taxable Assessed Valuation

Tax rate limits:

City	10.000 Mills
County	10.000 Mills
School	10.000 Mills
State	10.000 Mills

Source: Miami-Dade County
Department of Property Appraisal

CITY OF MIAMI SPRINGS, FLORIDA

PRINCIPAL PROPERTY TAXPAYERS

CURRENT YEAR AND NINE YEARS AGO

(amounts expressed in thousands)

2024				2015			
Taxpayer	Taxable Valuation	Rank	Percentage Total Taxable Valuation	Taxpayer	Taxable Valuation	Rank	Percentage Total Taxable Valuation
FLORIDA POWER & LIGHT COMPANY	$ 31,957	1	1.8%				
MIAMI AP HOTEL LLC	28,852	2	1.7%	MIAMI AP HOTEL LLC	$ 35,700	1	3.6%
FAIRHAVENS REAL ESTATE	18,612	3	1.1%				
SUCRE LLC	17,565	4	1.0%				
AIRBUS SERVICE COMPANY INC	17,501	5	1.0%				
DORAL BOULEVARD HOTEL LLC	16,551	6	1.0%				
O2R PROPERTIES	16,204	7	0.9%				
FLIGHT SAFETY INTERNATIONAL	16,102	8	0.9%				
M2 MIAMI AIRPORT	14,664	9	0.8%				
AA BAKER GROUP LTD	14,456	10	0.8%				
				DORIAN VAN BEYER CALLEN	12,375	2	1.3%
				4299 MIAMI SPRINGS LLC	11,100	3	1.1%
				RED ROOF INNS	10,670	4	1.1%
				PRIME AFC INVEST MGMT LLC	8,806	5	0.9%
				BRE LQ FL PROPERTIES	7,321	6	0.7%
				FIRST CHOICE HOTELS	6,423	7	0.7%
				PFEIFFER AND MARIN HOLDINGS	6,322	8	0.6%
				FAIRWAYS INC	6,300	9	0.6%
				FAIRWAYS DRIVE PROPERTIES	6,268	10	0.6%
	$ 192,464		11.1%		$ 111,285		11.3%

Sources: Miami-Dade County Tax Assessors' Office
2023 Tax Roll
Real/personal property adjusted taxable value- $1,738,432,694

CITY OF MIAMI SPRINGS, FLORIDA

PROPERTY TAX LEVIES AND COLLECTION

LAST TEN FISCAL YEARS

(amounts expressed in thousands)

Fiscal Year Ended September 30,	Total taxes Levied for Fiscal Year	Collected within the Fiscal Year of Levy		Collections in Subsequent Years	Percent of Levy
		Amount	Percent of Levy		
2015	$ 7,261	$ 7,151	98.5%	-	98.5%
2016	7,393	7,073	95.7%	-	95.7%
2017	7,881	7,502	95.2%	-	95.2%
2018	8,253	8,124	98.4%	-	98.4%
2019	8,819	8,597	97.5%	-	97.5%
2020	9,210	8,801	95.6%	-	95.6%
2021	9,904	9,801	99.0%	-	99.0%
2022	9,642	9,542	99.0%	-	99.0%
2023	9,567	9,505	99.4%	-	99.4%
2024	11,094	10,456	94.2%	-	94.2%

Source: City of Miami Springs, Finance department and the Miami Dade County Tax Collector's Office

Note: Total Adjusted Tax Levy is based on final assessed property values by Miami-Dade County Department of Property Appraisal office after the Property Appraisal Adjustment Board has completed hearings on the tax roll; and before discounts.

Discounts Allowed:

November	4%
December	3%
January	2%
February	1%
April	Taxes delinquent

CITY OF MIAMI SPRINGS, FLORIDA

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

FISCAL YEAR ENDED SEPTEMBER 30, 2024

(amounts expressed in thousands)

Jurisdiction	Net Debt Outstanding	Estimated Percentage Applicable (1)	Amount Applicable to Miami Springs
Miami-Dade County Schools (2) (4)	$ 2,932,206	0.37%	$ 10,849
Miami-Dade County (3) (4)	19,453,713	0.37%	71,979
Subtotal overlapping debt	22,385,919		82,828
City of Miami Springs direct debt	11,759	100.0%	11,759
Total direct and overlapping debt	$ 22,397,678		$ 94,587

Sources: (1) The percentage of overlapping debt applicable is estimated using taxable assessed propery values. Applicable percentages were estimated by determining the portion of the County's taxable assessed value that is within the City's boundaries and dividing it by the County's total taxable assessed value.

(2) Miami-Dade County Schools, General Finance Department

(3) Miami-Dade County, Finance Department (includes revenue bonds, loans and leases)

(4) 2024 data not available as of the date of this report

CITY OF MIAMI SPRINGS, FLORIDA

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS

Fiscal Year	Population (1)	Personal Income (Amounts Expressed in Thousands)	Per capita Personal Income (2)	Median Age (2)	School Enrollment (3)	Unemployment rate (4)
2015	14,027	$ 392,279	$ 27,966	42.0	3,875	6.2
2016	14,089	388,194	27,553	43.3	3,875	4.8
2017	14,214	432,120	30,401	45.5	3,995	4.6
2018	14,217	432,211	30,401	45.5	3,995	4.2
2019	14,192	431,451	30,401	45.5	3,995	3.2
2020	14,237	459,471	32,273	45.7	3,683	8.8
2021	14,255	489,374	34,330	45.3	3,834	3.8
2022	13,851	553,167	39,937	42.5	3,453	1.9
2023	13,859	574,414	41,447	44.8	3,429	1.6
2024	13,416	706,205	52,639	44.8	3,702	2.9

Source: (1) City of Miami Springs and State of Florida

(2) http://www.city-data.com/city/Miami-Springs-Florida.html

(3) Miami-Dade County Public Schools Registrar's Office

(4) U.S Bureau of Labor Statistics, South Florida

N/A- Information not available

CITY OF MIAMI SPRINGS, FLORIDA

PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO

	2024 (1)			2015		
EMPLOYER	**EMPLOYEES**	**RANK**	**Percentage of Total County Employment**	**EMPLOYEES**	**RANK**	**Percentage of Total County Employment**
Miami-Dade County Public Schools	35,601	1	2.57%	33,477	1	3.01%
Miami-Dade County, Florida	28,677	2	2.07%	25,502	2	2.29%
University of Miami	21,276	3	1.54%	12,818	6	1.15%
Jackson Memorial Hospital	13,721	4	0.99%	9,797	8	0.88%
Publix Supermarket	13,606	5	0.98%	-	-	0.00%
American Airlines	10,961	6	0.79%	11,031	7	0.99%
Amazon	8,014	7	0.58%	-	-	0.00%
Walmart	7,005	8	0.51%	-	-	0.00%
Florida International University	6,613	9	0.48%	3,534	10	0.32%
United States Postal Service	5,828	10	0.42%	-	-	0.00%
City of Miami	-	-	0.00%	3,997	9	0.36%
Baptist Health Systems	-	-	0.00%	11,353	5	1.02%
Federal Government	-	-	0.00%	19,200	3	1.73%
State Government	-	-	0.00%	17,100	4	1.54%
	151,302		10.93%	147,809		13.29%

Source: The Beacon Council

(1) Information from Miami- Dade County ACFR is based on data from year 2023, the data for 2024 is not available as of the date of this report.

CITY OF MIAMI SPRINGS, FLORIDA

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION

LAST TEN FISCAL YEARS

Function	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General government	16	16	16	16	16	16	16	17	17	17
Public safety										
Police										
Officers	43	43	43	43	44	45	45	46	47	48
Civilians	10	13	13	12	12	12	12	12	12	12
Building and Zoning	6	7	7	7	6	7	7	9	9	8
Public Works	13	18	20	21	21	23	23	22	21	21
Culture and recreation	11	16	18	19	20	19	19	21	22	22
Sanitation	13	13	13	12	12	11	11	11	11	11
Stormwater	3	2	2	2	2	2	2	2	2	2
	115	128	132	132	133	135	135	140	141	141

Source: City of Miami Springs Finance Department

CITY OF MIAMI SPRINGS, FLORIDA

OPERATING INDICATORS BY FUNCTION

LAST TEN FISCAL YEARS

Function/Program	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Public Safety										
Police:										
Number of calls answered	13,990	15,853	15,853	14,885	15,939	19,031	15,919	12,497	14,035	13,847
Number of arrests	327	292	292	374	405	568	364	674	546	659
Number of sworn personnel	43	43	43	43	44	45	46	43	47	48
Building and Zoning:										
Number of building permits issued	1,274	1,549	1,549	1,746	1,761	1,440	2,225	1,589	1,392	1,556
License/permit revenue generated	$ 552,041	$ 618,194	$ 618,194	$ 1,418,490	$ 1,288,049	$ 820,820	$ 1,172,954	$ 935,751	$ 1,799,982	$ 1,105,076
Occupational licenses issued	582	568	568	603	532	506	517	580	576	597
Culture and recreation										
Number of senior meals served	56,014	42,346	42,346	47,850	52,916	54,917	77,677	99,355	119,195	115,042
Recreation revenues collected	$ 343,094	$ 420,444	$ 420,444	$ 486,797	$ 486,797	$ 95,630	$ 307,461	$ 485,355	$ 518,034	$ 615,749
Sanitation										
Refuse collected (tons per month)	914	953	953	927	937	1,060	1,023	989	1,050	999

Sources: Various City departments
Note: Indicators are not available for the general government function.

CITY OF MIAMI SPRINGS, FLORIDA

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

Function/Program	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Public Safety										
Police:										
Police stations	1	1	1	1	1	1	1	1	1	1
Police vehicles	36	32	41	41	51	51	50	51	51	50
Public works										
Streets (Miles-paved)	55	55	55	55	55	55	55	55	55	55
Culture and recreation										
Sports/Recreation Parks	3	3	3	3	3	3	3	3	3	3
Recreation Center	1	1	1	1	1	1	1	1	1	1
Swimming pools	1	1	1	1	1	1	1	1	1	1
Tennis courts	5	5	5	5	5	5	5	5	5	5
Baseball/Football/Soccer fields	10	10	10	10	10	10	10	10	11	11
Golf courses	1	1	1	1	1	1	1	1	1	1
Sanitation										
Number of collection trucks	6	6	6	6	6	6	6	6	6	6
Elderly Services										
Senior centers	1	1	1	1	1	1	1	1	1	1
Transportation vehicles	1	1	1	1	1	1	2	2	2	1

Sources: Various City departments

Note: No capital asset indicators are available for the general government function.

FINANCIAL POLICIES

CITY OF MIAMI SPRINGS – FINANCIAL POLICIES

DEPARTMENT: Finance

POLICY NO: 100 **EFFECTIVE DATE: October 1, 2009**

TITLE: General Policies **REVISION DATE: June 9, 2025**

1. The annual operating budget of the City of Miami Springs, Florida, shall balance the public service needs of the community with the fiscal capabilities of the City. It is intended to achieve those goals and objectives established by the City Council for the following fiscal year. Service programs will represent a balance of services, but with special emphasis on the City public safety, quality of life, and compliance with various state and federal mandates. Services shall be provided on a most cost effective basis. A balance between personnel and other classes of expenditures will also be achieved.

2. The City recognizes that its citizens deserve a commitment from their local government to fiscal responsibility, and that a balanced operating budget is the cornerstone of fiscal responsibility. Annual operating expenditures (personal services, contracts, commodities and supplies, and capital outlay) will be fiscally balanced with revenues or income estimates that can reasonably and normally be projected to be received during the fiscal year. New programs or changes in policies which would require the expenditure of additional operating funds will either be funded through reductions in existing programs of lower priority or through adjustments to fee rates, service charges, or taxes.

3. Requests for new or changes to programs or policies will be accompanied by an analysis of the short and long-term impact on the operational budget caused by such changed or new program or policy. When possible, a standard format using this procedure shall be routinely provided to the Council when requesting approval of each new or changed program or policy.

4. New programs, services, or facilities shall be based on general citizen demand or need.

5. The City shall prepare and implement a Capital Improvement Budget (CIP) which shall schedule the funding and construction of projects for a five-year period. The Capital Improvement Budget shall balance the needs for improved public facilities, as identified in the City's comprehensive plan, within the fiscal capabilities and limitations of the City.

6. The City shall maintain its accounting records in accordance with generally accepted accounting principles (GAAP), applied to governmental units as promulgated by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).

7. The City shall provide funding for public services on a fair and equitable basis, and shall not discriminate in providing such services on the base of race, sex, color, religion, sexual orientation, national origin, physical handicap or other non-merit basis.

8. Budgets for all City Funds and all other City expenditures, shall be under City Council appropriation control.

9. Inter-fund loans must be supported by a fiscally sound source of funds available for repayment.

10. Copies of the tentative and final budgets shall be posted on the City's website, and shall be available for inspection and copying at the office of the City Clerk.

DEPARTMENT: Finance

POLICY NO: 110 **EFFECTIVE DATE: October 1, 2009**

TITLE: Revenue Policies **REVISION DATE: N/A**

1. **Balance Budget Requirement**:

The operating budget of the City of Miami Springs shall be balanced using current year revenues to finance current year expenditures. Fund balances shall not normally be budgeted as a resource to support routine annual operating expenses. Fund balances may be budgeted as a resource to support capital, debt, or extraordinary major maintenance needs on a non-recurring basis, or as reserves to be carried forward.

2. Revenue estimates/projections will be based on an analysis of historical trends and reasonable assumptions of future conditions.

3. Revenue estimates/projections will be made on a reasonable conservative basis to ensure that estimates are realized.

4. The operating budget will be prepared based on 95% of the certified taxable value of the property tax roll revenues per State Statutes.

5. The City will not use long-term debt to finance expenditures required for operations.

6. As early as practical in each annual budgeting cycle, the City Council shall give direction to staff as to the circumstances under which an ad valorem tax millage increase would be considered. Normally, such direction should be given in conjunction with the setting of a tentative budget calendar.

7. Fees should be collected on all City-provided services for which specific users may be readily identified and use may be reasonably quantified. The amount of the fee should be based on actual costs incurred in providing the services (or facility), and shall be reviewed at least biannually. The degree to which fees shall recover the full annual operating costs of an activity, shall be a policy determination of the City Council but must comply with State requirements.

DEPARTMENT: Finance

POLICY NO: 120 **EFFECTIVE DATE: October 1, 2009**

TITLE: Expenditure Policies **REVISION DATE: N/A**

1. The City shall operate on a current funding basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues plus planned use of fund balance accumulated through the prior years. Exceptions to this may be made during period of emergencies (eg. hurricanes).

2. The City Manager shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue re-estimates are such that an operating deficit is projected at year-end. Expenditure deferrals into the following fiscal year, short-term loans, or use of one-time revenue sources shall be avoided.

3. The City manager shall undertake periodic staff and third party reviews of City programs for both efficiency and effectiveness. Privatization and contracting with other governmental agencies will be evaluated as alternatives to service delivery. Programs that are determined to be inefficient and/or ineffective shall be reduced in scope or eliminated.

4. The City shall make every effort to maximize any discounts offered by creditors/vendors. Staff shall also use competitive bidding to attain the best possible price on goods and services.

5. Normal maintenance requirements necessary to sustain the basic asset value will be included in the budget of the proper operating fund.

6. Contractual obligations and compensation plans for employees will be provided including estimated pay-out amounts for accrued personal leave, etc.

7. Capital for major improvements and automation of services will be based on multiple-year planning and cost benefit analysis.

8. Each year, the risk manager shall prepare an estimate of amounts to be budgeted for workers' compensation and liability insurance costs.

DEPARTMENT: Finance

POLICY NO: 130 **EFFECTIVE DATE: October 1, 2009**

TITLE: Fund balance policy **REVISION DATE: September 9, 2024**

I. PURPOSE

To establish a fund balance / net assets policy tailored to the needs of the City to insure against unanticipated events that would adversely affect the financial condition of the City and jeopardize the continuation of necessary public services. This policy will ensure the City maintains adequate fund balance / net assets and reserves in the City's various operating funds to provide the capacity to: (1) provide sufficient cash flow for daily financial needs, (2) secure and maintain investment grade bond ratings, (3) offset significant economic downturns and revenue shortfalls, and (4) provide funds for unforeseen expenditures related to emergencies.

II. POLICY

The City will maintain reservations of Fund Balance / Net Assets in the General Fund and proprietary funds of the City. The City shall retain the minimum requirement for each fund listed below.

A. General Fund

There shall be a reservation (unassigned fund balance) equal to 18-25% of the current fiscal year operating expenditure and transfers out budgeted for the fund. For the purposes of the calculation, the current fiscal year budget shall be the budget as originally adopted by resolution on or before September 30th for the subsequent fiscal year. The reserve shall be in addition to all other fund balance classifications such as Non-spendable, Restricted, Committed, and Assigned. In any fiscal year where the City is unable to fund the reservation of fund balance as required in this section, the City shall not budget any amount of unappropriated fund balance for the purpose of balancing the budget.

B. Enterprise Funds

The City maintains a Sanitation Fund and a Storm Water Fund. The City shall maintain a balance of unrestricted net assets equal to 18-25% of the operating expenses and transfers out of the current fiscal year budget for that fund. For the purposes of this calculation, the current year shall be the budget as originally adopted by resolution on or before September 30th for the subsequent fiscal year. The unrestricted amount shall be in addition to all other required restrictions of Net Assets including but limited to amounts restricted for debt service and/or amounts restricted for renewal and replacement of long lived assets.

III. Utilization of Surplus Reserves

In the event that the unassigned or unrestricted net assets exceed the amounts set forth above, the excess may be utilized for any lawful purpose. Nevertheless, it is recommended that priority be given to utilizing the excess within the fund in which it was generated. The excess funds may also be used for one-time costs, including the establishment of, or increase in the assigned or unassigned fund balance, or restrictions of net assets.

IV. Replenishment of Reserve Deficits

If, at the end of any fiscal year, the actual amount of unassigned fund balance or unrestricted net assets falls below the required fund levels set forth herein, the City Manager shall prepare and submit a plan for expenditure or expense reductions and / or revenue increases to the City Council. As a part of the annual budget review, the City Council shall review and, if necessary, amend the plan submitted by the City Manager for restoring the amounts of unassigned fund balance or unrestricted net assets to the required levels. Any deficit in the required amount must be restored no later than the end of the third fiscal year following the occurrence.

V. Fund Balance Hierarchy

Non-spendable — Amounts that cannot be spent either because they are in non-spendable form or because they are legally or contractually required to be maintained intact.

Restricted — Amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed — Amounts that can be used only for specific purposes determined by a formal action of the City Council. The City Council is the highest level of decision-making authority for the City. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the City Council.

Assigned — amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. Under the City's adopted policy, only the City Council may assign amounts for specific purposes.

Unassigned — all other spendable amounts.
When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the City Council has provided otherwise in its commitment or assignment actions.

VI. Annual Review

Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process.

DEPARTMENT: Finance

POLICY NO: 140 EFFECTIVE DATE: October 1, 2009

TITLE: Capital Asset Management Policies REVISION DATE: N/A

POLICY:

Fixed Assets are defined as property, real or personal, that is non-consumable, with a value of $1,000.00 or more and life expectancy of THREE years or more. Typical fixed assets include land, buildings, furniture, machinery and equipment, land improvements and construction in progress (CIP). Assets may be donated, purchased or funded through grants. Donated assets are recorded at fair market value when received. All other asset acquisitions are recorded at purchase cost.

Expenditures are generally capitalized when they prolong the life of the asset compared to maintaining or repairing the asset. Broker's fees, freight charges, installation/preparation costs are included when capitalizing an asset. Service maintenance charges are not capitalized.

- **Capital Expenditure/Capital Outlay** – Budget vs. GAAP (Generally Accepted Accounting Principles). Only assets or infrastructure with a value over $1,000 will be budgeted as a capital item in the budget. Short lived assets which do not meet the capital asset threshold will be budgeted as operational materials and supplies.

    - Depreciation Method: GASB (Governmental Accounting Standards Board) Statement 34 requires governments to depreciate capital assets with a defined estimated life.

    - The City will use the straight line depreciation method.

    - There will be no depreciation on land or other assets with an indefinite life.

    - Construction in progress projects are not subject to depreciation until the projected is completed.

    - Depreciation expense is not calculated on the salvage value (value which the asset will not fall below).

- **Capital Assets** – Assets vs. Repair & Maintenance: GASB 34 requires that repair and maintenance items are expenses rather than capitalized assets.
    - The criteria determining whether an item is capitalized or expensed is whether the service life of the assets will be extended.

- The City will adapt this definition and capital expenditures that extend the life of the asset will be classified as capital assets.

o **Estimated useful assets life**: The estimated useful lives of the assets are based on City experience and established projections reflected in the 5 year capital plan. The useful life of an asset will be used when determining depreciation expense. The useful lives are:

Class Description	Useful Life
Land	N/A
Construction in Progress	N/A
Computer Equipment	3-5
Licensed Vehicles	5-8
Furniture and Office Equipment	5-10
Machinery and Tools	5-15
Land Improvements other than Buildings	20
Buildings	50
Infrastructure	10-65

o **Five year capital plan**: The City prepares a 5 year capital plan which reports the capital asset budget needs for the City.

o **Fixed Asset Accounting.** The City will comply with the standards established by GASB 34 (Governmental Accounting Standards Board) and all subsequent pronouncements with forth by GASB or its successor organization.

o **Disposal of Surplus Property**

POLICY:

The City will establish and maintain timely, efficient and accountable procedures for the identification, collection, transfer, storage and disposal of property which is surplus to the needs of the City.

Surplus property will be handled and disposed of as follows:

A. Transferred to another department of the City or

B. Sold to interested parties and the general public through competitive process; or

C. Donated to not-for-profit entities; or

D. Scrapped.

DEPARTMENT: Finance

POLICY NO: 150 **EFFECTIVE DATE: October 1, 2009**

TITLE: Capital Expenditures & Debt Policies **REVISION DATE: N/A**

A. PURPOSE

The purpose of the City of Miami Springs Capital Expenditures & Debt Policies is to maximize the City's financial resources to the fullest extent practical by creating policies and procedures that minimize the City's debt service and issuance costs, retain the highest practical investment grade bond or equivalent credit rating, and maintain full and complete financial disclosure and reporting.

This policy does not apply to interfund transactions or borrowings.

B. AUTHORITY TO ISSUE BONDS

The City of Miami Springs Charter ARTICLE IX. FISCAL MATTERS Section 9.06 General Obligation Bonds, authorizes the issuance of general obligation bonds only after voter approval. Section 9.07 Revenue Bonds authorizes the issuance of revenue bonds without voter approval.

C. CRITERIA

The City will incur long term debt only for the purposes of acquiring or constructing capital improvements, and for making major renovations to existing capital improvements, for the good of the public. Exceptions to this rule will be considered on a case-by-case basis to determine if the contemplated debt is in the best interests of the City.

D. TYPES OF DEBT

I. Long-Term Debt

Long-term debt may be used for purposes of financing capital projects or a portion of capital projects. There may be other uses such as re-financing of outstanding long-term debt at more favorable interest rates. ***The use of long-term debt for operating purposes is prohibited under this policy.***

The City may use the following types of long-term (long-term is defined as having a term of more than one year) financing instruments:

a) General Obligation Bonds: Bonds which are secured by, or provide for their payment by, the pledge, in addition to those special taxes levied for their discharge and such other sources as may be provided for their

payment or pledged as security under the ordinance or resolution authorizing the issuance, of the full faith and credit and taxing power of the City and for payment of which recourse may be had against the General Fund of the City. The City may issue general obligation bonds when approved by vote of the electors.

b) Revenue Bonds: Obligations of the City payable from revenues derived from sources other than ad valorem taxes on real or tangible personal property and which do not pledge the property, credit, or general tax revenue of the City.

c) Master Lease Agreements: The City may enter into a lease agreement with a provider or bank to lease equipment. The terms of the lease should coincide with the life of the equipment to be leased and a tax-exempt rate shall be sought. The City will strive to obtain the lowest rate possible using competitive bidding or current market analysis.

d) Pooled Financing: If it is financially or strategically beneficial, the City may participate in debt pools with other entities, and low-interest loans from state agencies or other organizations on either a long-term or short-term basis.

II. Short Term Debt

Short-term debt (those due in less than one year) may be used in anticipation of a particular revenue (anticipation debt) such as taxes or grants, and such revenue may be pledged for repayment of the debt issuance. Short-term debt may also be issued to finance projects or portions of projects for which the City ultimately intends to issue long-term debt. Other circumstances that may indicate interim financing as a viable option include, but are not limited to, the following:

- ❖ Long-term interest rates are expected to decline in the near future
- ❖ Proceeds of short-term debt can be obtained more quickly than long-term obligations.

The City may use the following types of short-term (short-term is defined as having a term of less than one year) financing instruments:

a) Line of credit: The City may establish a tax-exempt line of credit with a financial institution or other provider.

b) Pooled Financing: If it is financially or strategically beneficial, the City may participate in debt pools with other entities, and low-interest loans from state agencies or other organizations.

c) Anticipation Debt: The City may use tax anticipation notes, bond anticipation notes, revenue anticipation notes or other such structured borrowings if it is in the best financial interest of the City.

d) Interfund Borrowing: Short-term cash lending from one fund to another.

III. Conduit Debt

Conduit Bonds: conduit financings are securities issued by a government agency to finance a project of a business, whose activities have a general public purpose. (such as Hospitals) The business receives all proceeds of the tax-exempt bond issue and is responsible for payment of the debt in its entirety.

The City may sponsor conduit financings for those activities that have a general public purpose, are in the best interests of the City, and adhere to Florida Statutes. All conduit financings must insulate the City completely from any credit risk or exposure and must be approved by the City Council.

E. LIMITATIONS ON INDEBTEDNESS

The City will maintain a conservative debt position. Pay-as-you-go and replacement programs will be utilized whenever feasible to avoid financing costs. Debt will be issued only if the benefits outweigh the costs of the debt.

F. INVESTMENT OF BOND PROCEEDS

Investment of bond proceeds will be consistent with those authorized by existing federal and state law and by the City's investment policy and applicable bond covenants. When financially in the best interests of the City, bond proceeds shall be invested and tracked separately from other investments.

G. DEBT STRUCTURE

Structure- A level debt service, level principal, or balloon structure may be used for any debt obligation. Bonds may be issued in serial or term form as indicated by the type of bond and/or market conditions. The particular structure of any bond issue shall be selected based on the economic and financial conditions existing within and without the City at the time of the sale, the urgency of the project, and the nature and type of security provided.

Duration- Long-term debt shall be issued for terms that provide the most efficient and economical repayment of principal and interest in light of the type of project financed, anticipated future flexibility, and statutory and other legal constraints. Call provisions shall be made as short as possible consistent with the lowest interest cost to the City and legal limitations. The City shall normally issue general obligations bonds with an average life of thirty (30) years or less and thirty (30) or less for

revenue bonds. ***In no instance will the maturities exceed the estimated useful or economic life of the related capital project(s).***

Capitalized Interest- The City may issue bonds structured to fund interest and/or principal payments during the construction/acquisition period of the related project if circumstances indicate this is the most advantageous method of funding such requirements.

Variable-Rate Securities- When appropriate the City may choose to issue securities that pay a rate of interest that varies according to a predetermined formula or results from a periodic remarketing of the securities.

Credit Enhancements- Letters of credit, bond insurance, etc. may be used to improve credit quality and thereby lower interest costs. Such credit enhancements may be used when the net debt service on a specific bond issue is reduced by more than the costs of the enhancements.

H. SALES PROCESS: LONG-TERM BONDS

1) Bonded debt may be issued by competitive sale, negotiated sale or private placement as current circumstances dictate.

2) In all publicly issued bonded debt transactions the City may use an underwriter/underwriting syndicate, bond counsel, disclosure counsel (unless provided by the underwriter), trustee (if applicable), financial advisor, paying agent or any other financial and/or legal consultants and advisors as reasonably necessary.

3) All consultants involved in the sale process shall be selected in accordance with the City's purchasing code requirements.

4) Competitive bidding shall be used in the sale of bonded debt unless the nature of the issue warrants a negotiated sale or private placement. Also, if determined by the City Manager and Finance Director that a negotiated sale or private placement would be beneficial to the City. Award of a competitive sale shall be made on a true interest cost basis as indicated in the individual circumstances and as agreed to by the financial advisor. In instances where the City, in a competitive bidding selection process, deems the bids received to be unsatisfactory, at the discretion and direction of the City Council, the City may enter into negotiations for the sale of the bonds.

5) A sale may be negotiated in the following non inclusive circumstances:

   - ❖ Complexity of the issue requires specialized expertise;
   - ❖ A negotiated sale would result in substantial savings in time or money;

- ❖ Market conditions or the City's credit position are unusually volatile or uncertain;
- ❖ Other non-routine situations requiring more flexibility than a competitive bid allows.

6) A private placement sale or limited public offering may be used to tailor a debt issue to the specific needs of a particular investor or sector or for issues with a complex structure or unusual circumstances. The financial advisor, if any, shall concur in writing with the decision to sell bonds in a private placement.

7) For all negotiated sales or private placements, underwriters will be required to demonstrate sufficient capitalization and experience related to the debt issuance.

8) All costs and fees related to the issuance of bonds will be paid from the related bond proceeds or from revenues budgeted for such costs.

I. REFUNDINGS

1) Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Current or advance refundings will be considered within federal tax law constraints and current bond covenant constraints and in the following circumstances:

- ❖ There is a net economic benefit as described below;
- ❖ Refunding is essential in order to modernize covenants essential to operations and management;
- ❖ Refunding discharges one or more revenue sources from the pledged revenues.

2) Advance refunding for economic savings will be undertaken when a net present value savings of at least 1% of the refunded par can be achieved.

3) Current refundings producing a net present value savings of less than 1% will be considered on a case-by-case basis by the City Manager and the Finance Director.

4) Refundings with negative savings will not be considered unless there is a compelling public policy objective.

J. CREDIT OBJECTIVES

The City's goal is to maintain or improve its bond ratings. To that end, prudent financial management policies will be established and adhered to in all areas. Full disclosure of operations will be made to the bond rating agencies. The City will strive to achieve an underlying rating in the double "A" range or equivalent from one of the major rating agencies.

K. DISCLOSURE AND COMPLIANCE REQUIREMENTS

The City is committed to full and complete financial disclosure, and to cooperating fully with rating agencies, institutional and individual investors, City departments, other levels of government and the general public to provide clear, comprehensive, and accurate financial information.

The Finance Department shall be responsible for providing disclosure to established national information repositories and for maintaining compliance with disclosure standards promulgated by state and national regulatory bodies.

On an annual basis, the Finance Director or designee will review all debt covenants and compliance requirements to ensure the City is in full compliance.

L. ARBITRAGE

It is the City's policy to minimize the cost of arbitrage rebate and yield restriction while strictly complying with federal and state law. Due to the complexity of arbitrage provisions, the advice of bond counsel or other qualified experts will be sought whenever questions regarding arbitrage rebate and/or yield restrictions arise.

Arbitrage calculations will be performed in accordance with required Internal Revenue Service reporting dates, which are (5) five years after the delivery date of each issue, and each fifth year thereafter until the bonds have been matured, redeemed early or retired.

The Finance Director will be responsible for identifying the amount of unspent debt proceeds including interest which is on hand and to the extent feasible, ensure the oldest proceeds on hand are spent first.

Arbitrage rebate costs shall be charged as negative interest revenue to the funds in which the related debt proceeds were originally deposited.

M. LEASING

1. Leasing shall be considered as an option for the acquisition of equipment or vehicles with an individual cost of $15,000 or more or a package of equipment or vehicles with a total cost of $50,000 or more. Leasing may also be considered as an option for any transactions of a lesser amount.

2. Leasing shall not be considered when funds are on hand for the acquisition unless the interest expense associated with the lease is less than the interest that can be earned by investing the funds on hand OR when other factors such a budget constraints or vendor responsiveness override the economic consideration.

3. All stated interest rates shall be tax-exempt rates and at least three competitive proposals shall be obtained for any major lease financing. The net present value of competitive bids shall be compared taking into account whether payments are in advance or in arrears and the frequency of payments. The purchase of equipment or vehicles shall be determined using the City's Purchasing Policy.

4. The term of any lease shall not extend beyond the estimated useful or economic life of the related equipment or vehicle.

5. Lease agreements shall permit the City to refinance the lease or prepay the lease at no more than reasonable cost and at the City's option.

6. Security for any lease shall be no more than a covenant to budget and appropriate annual lease payments.

7. The Finance Director shall review all leases prior to execution to determine the potential impact of the lease on the City's overall debt position for arbitrage purposes.

N. OTHER TYPES OF FINANCING

From time to time other types of financing may become available. Such alternatives shall be analyzed by the Finance Director for consideration.

O. POLICY ADMINISTRATION

This policy will be reviewed annually by the Finance Director.

DEPARTMENT: Finance

POLICY NO: 160 **EFFECTIVE DATE: October 1, 2009**

TITLE: Investment Policies **REVISION DATE: June 9, 2025**

Scope

This investment policy applies to all financial assets of the City of Miami Springs, which are under the direct control of the City Council.

Investment Objectives

The following investment objectives will be applied in the management of the City's funds.

1. Safety of Capital - Safety of capital is regarded as the highest priority in the handling of investments for the City. All other investment objectives are secondary to the safety of capital. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value. From time to time, securities may be traded for other similar securities to improve yield, maturity, or reduce credit risk. For these type transactions, a loss may be incurred for accounting purposes, provided any of the following occurs with respect to the replacement security:

a. Yield has been decreased;

b. Maturity has been reduced;

c. Quality of the investment has been improved.

2. Liquidity - The City's investment strategy will provide sufficient liquidity such that cash flow requirements are met through the utilization of marketable securities with structured maturities.

3. Yield - In investing public funds, the City will strive to maximize the return on the portfolio but will avoid assuming unreasonable risk.

Standards Of Care

1. Prudence and Ethical Standards – The "prudent person" standard shall be used in the management of the overall investment portfolio. The prudent person standard is herewith understood to mean the following: Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. Investment officers, or

persons performing the investment functions, acting as a "prudent person" in accordance with this written policy and procedures, exercising due diligence and investments authorized by law, shall be relieved of personal responsibility, for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion, as described in the internal control section of this policy, and appropriate action is taken to control adverse developments.

2. Investment Authority - Responsibility for the administration of the investment program is vested in the City Manager. The City Manager shall exercise this authority and regulate the administration of the investment program through the Finance Department. No person may engage in an investment transaction except as stated in the internal controls section of the policy.

3. Ethics and Conflicts of Interest – The Mayor, City Council, City Manager, and Finance Department employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. The above personnel shall disclose any material interests in financial institutions with which they conduct business and any personal financial or investment positions that could be related to the performance of the investment portfolio. Investment related officers and personnel shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

Safekeeping And Custody

Authorized Investment Institutions and Broker/Dealers

Documented lists of the authorized financial institutions and broker/dealers will be developed and maintained by the Finance Director and approved by the City Manager. Broker/ dealers will consist of banks, regional firms, and other recognizable firms in the general securities business. All such institutions shall be on the State of Florida authorized institution list. Evaluation criteria will include:

a. The institutional and broker qualification as they relate to both general and specific product knowledge;

b. The technical support capabilities as well as the operations efficiency of the organization;

c. The ability to provide value added services;

d. Pricing competitiveness based on the ability of the dealer to support both the "bid" and "ask" side of various securities market instruments.

e. The financial strength and security of the company; and

f. Have a minimum capital of $10 million. Before engaging in investment transactions with a financial institution or broker/dealer, the Finance Director will have received from said a signed investment certification form attesting that the individuals responsible for the City's accounts have reviewed the City's investment policy and that they agree to undertake reasonable efforts to preclude imprudent transactions involving the City's funds.

Time, practicality, and general business constraints limit the number of investment relationships which can be managed on a regular basis. In most cases, normal investment activity will be limited to no more than five relationships. In all cases, investment relationships will consist of a minimum of three institutions. If at any time the City Manager is appropriately notified of any threat to the integrity of the investment portfolio, proper security measures may be suggested and implemented, and the Finance Director shall have the option to further restrict investment in selected instruments, to conform to then present market conditions. Repurchase agreements will be conducted through, and negotiated only with, qualified public depository financial institutions and primary securities broker/dealers. A written master repurchase agreement will be negotiated with any institution with which the City, through the Finance Director, enters into a specific repurchase agreement.

Internal Controls

The City Manager shall exercise and monitor a set of internal controls which are designed to protect the City's funds and ensure proper accounting and reporting of the securities transactions. Such internal controls shall consist of the following:

a. All securities purchased or sold will be transferred only under the "delivery versus payment" method to ensure that funds or securities are not released until all criteria relating to the specific transactions are met.

b. The City Manager is authorized to accept, on behalf of and in the name of the City of Miami Springs, bank trust receipts and/or confirmations as evidence of actual delivery of the obligation or securities in return for investment of funds. Trust receipts or confirmations shall fully describe the various obligations or securities held. The receipt or confirmation shall state that the investment is held in the name of the City of Miami Springs.

c. Written documentation and/or confirmation of telephone transactions and wire transfers will be maintained.

d. There will be adequate separation of duties with clear delegation of authority among investment personnel.

e. Custodial safekeeping shall be properly utilized.

f. Investment review and performance reporting, interim and annual, shall be done by the Finance Director and reviewed by the City Manager.

g. The Finance Director will promptly notify the City Manager of any threat to the safety of the portfolio and proper security measures will be suggested and implemented to conform to market conditions.

h. There will be an avoidance of bearer-form securities.

i. There will be no physical delivery of securities, except certificates of deposit, which will be maintained in the Finance Department safe..

j. There will be a prohibition of collusion.

k. A wire transfer agreement with the custodial bank outlining the various controls and security provisions for making and receiving wire transfers shall be executed.

l. Quarterly safekeeping account statements shall be maintained.

m. Transaction confirmations will be received from the financial institution or securities dealer awarded the investment and maintained as investment document.

n. Periodic training and educational opportunities will be provided and made available concerning investments and related subjects for appropriate personnel.

o. Investment activity will be performed by the Finance Director and upon the approval of the City Manager. In the absence of the Finance Director, the Chief Staff Accountant responsible for overseeing investment record keeping, will perform the investment activity and obtain approval of the City Manager.

p. The following personnel are designated by the City Manager as having authority to initiate all investment activities.

1. Finance Director

2. Comptroller responsible for overseeing investment record keeping (if one is appointed and only in the absence of the Finance Director).

q. Additional controls will be established in written policies and procedures by the City Manager as needed.

r. The safekeeping institution shall send a report on at least a quarterly basis listing all securities held in each safekeeping account which shall be verified by

the City Manager's office. All securities purchased by the City under this policy shall be purchased using the "delivery versus payment" procedure. If it is ever determined to be necessary to perform security transactions on a "free delivery" basis, or to have securities held by the broker/dealer for a temporary period, the approval of the City Manager or Finance Director must be secured prior thereto and the reason documented in writing.

Suitable And Authorized Investments

The City shall limit investments to:

1. Negotiable direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, and which carry the full faith and credit of, the United States Government and its agencies. Investments in this category would include, but not be limited to, the following: United States Treasury Bills, Notes and Bonds, and securities issued by the Government National Mortgage Association (Ginnie Mae), and Federal Housing Administration.

2. Fully collateralized United States Agency obligations which carry an implied guarantee and the implied full faith and credit of the United States Government. Investments in this category would include, but not be limited to, the following: obligations of the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA)

3. Other United States Agency obligations which carry an implied guarantee and the implied full faith and credit of the United States Government. Investments in this category would include but not be limited to the following: obligations of the Federal Farm Credit Bank, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Student Loan Marketing Association (Sallie Mae), Financial Assistance Corporation, and Federal Agriculture Mortgage Corporation (Farmer Mac).

4. Permitted investments in the above listed agencies and instrumentalities shall include bonds, debentures, notes, or other evidence of indebtedness issued including mortgage pass-throughs, collateralized mortgage obligations, adjustable rate securities, and adjustable rate mortgages.

5. Interest bearing savings accounts, money market accounts, certificates of deposit, money market certificates, or time deposits constituting direct obligations of any bank or savings and loan association certified as a qualified public depository by the State.

6. Repurchase agreements collateralized by securities otherwise authorized in paragraphs one to five.

7. State of Florida Local Government Surplus Funds Trust Fund.

8. The City Council of the City of Miami Springs adopted a policy to incorporate the State of Florida's "Protecting Florida's Investment Act," (Chapter 2007-88, Laws of Florida), prohibiting the investment of public funds managed by the City in any "scrutinized companies" with active business operations in Sudan or Iran, as listed by the State Board of Administration (SBA) on a quarterly basis, in accordance with the provisions of the Act

9. The City Council of the City of Miami Springs adopted a policy to incorporate the State of Florida's "Government and Corporate Activism Act" (Chapter 2023-28, Laws of Florida), requiring that investments of certain local funds be based solely on "pecuniary factors", defined as a factor that is expected to have a material effect on the risk or return of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.

Bid Requirement

When purchasing or selling securities, the Finance Director, or his designated staff, will obtain competitive bids or offerings from at least three dealers, except in situations where:

1. The security involved is a "new original issue" and can be purchased at par prior to issue date, or "at the window" at date of sale;

2. The security involved is available through direct issue or private placement;

3. The security involved is of particular special interest to the entity and dealer competition could have an adverse impact with respect to the price and availability to the entity.

Reporting

For any investment other than the State Board of Administration (SBA), the Finance Director shall generate monthly reports for management purposes. In addition, The Director shall prepare an annual report for submission to the Council, which presents the City's portfolio by type of investment, book value, income earned, and market value as of the report date.

Investment Parameters

1. Liquidity Requirements - To meet the day to day operating need of the City and to provide the ready cash to meet unforeseen temporary cash requirements, a liquidity base of approximately two months of anticipated disbursements, excluding bond construction payments made from escrow or trust accounts, will

be kept in relatively short term investments. These would include State of Florida Local Government Surplus Funds, Trust Fund, Discount Notes, Repurchase Agreements.

2. Portfolio Composition; Risk and Diversification - Prudent investing necessitates that the portfolio be diversified as to instruments and dealers. The following limits are hereby established to serve as guidelines for diversification by instrument. These guidelines may be revised by the City Manager for special circumstances.

Local Government Surplus Funds Trust Fund 100%, United States Treasury Bills/Notes/Bonds 75%, Other United States Government Agencies 75%, Repurchase Agreements 35%, Certificates of Deposit 75%

3. Performance Standard - The City seeks to optimize return on investments within the constraints of safety and liquidity. The investment portfolio shall be designed with the annual objective of exceeding by 25 basis points above the weighted average return earned on investments held the State Board of Administration.

DEPARTMENT: Finance

POLICY NO: 170 **EFFECTIVE DATE: October 1, 2009**

TITLE: Budgeting Policies **REVISION DATE: October 1, 2022**

Budgetary Practices and Basis of Budgeting

Balanced Budget **–** A budgetary state in which planned expenditures equal anticipated revenues. In Florida, it is a requirement that all governmental operating budgets submitted and approved, must be balanced without borrowing.

A. Operating Budget Practices: Each department and division prepares its own budget for review by the City Manager. The budget is approved in the form of an appropriations resolution after the Mayor and Council have conducted advertised public hearings. The Operating Budget is adopted at the Department level. During the year, it is the responsibility of the City Manager to administer the budget. The legal control, which the budget resolution establishes over spending, is set up under Generally Accepted Accounting Principles. Transfers between line items and/or changes in the total appropriations level for any given Department can only be enacted by the Mayor and Council through an amendment to the current appropriations resolution.

The City will adopt an annual General Fund budget in which expenditures, net of pay-as-you-go capital project contributions, do not exceed projected revenues. As a management policy, budgetary control is maintained in the General and the Special Revenue Funds at the program level by the encumbrance of estimated purchase amounts prior to the release of purchase orders to vendors. Purchase orders which result in overruns of balances are not processed (locked out of the computer system) until sufficient appropriations are made available through approved intrafund transfers.

The City Manager is authorized by the City's adopted purchasing ordinance, to expend certain amounts without further action by City Council. The Manager is authorized to expend up to $20,000 without Council approval. Authorization to approve purchase orders under this amount has been delegated to the Assistant City Manager. Purchases between $500 and $5,000 do not require quotes. Purchases between $5,000 and $100,000 require three written quotes. Purchases in excess of $100,000 require a sealed bidding process. All purchases over $20,000 must be approved by the City Council. The City is also authorized to "piggyback" on any other governmental contract when it will be in the best interests of the City to do so.

B. Basis of Accounting and Budgeting: The basis for budgeting is the same as the basis for accounting. Budgets for General, Special Revenue, Capital Projects, and Debt Service Funds are adopted on a basis consistent with

Generally Accepted Accounting Principles. Accordingly, all Governmental Fund budgets are presented on the modified accrual basis as well as the “current resource measurement focus.” Under this method of accounting, revenue is recorded when susceptible to accrual, such as when measurable and available for the funding of current appropriations. The Governmental Funds are the General Fund, the Special Revenue Funds, the Capital Projects Fund, and the Debt Service Fund. Enterprise Fund budgets are presented on the full accrual basis as well as “the economic resources measurement focus”.. Under this method of accounting, revenues are recognized when earned, as billed and unbilled, and expenditures are recorded when incurred. The City has two Enterprise Funds, the Sanitation and Stormwater Funds. See the Fund Summaries Budget Detail sections for detailed information on the Fund descriptions.

C. Capital Improvements Program Practices: Along with the operating budget, the City Manager submits a Capital Improvements Program (CIP) to the Mayor and Council. This document provides for improvements to the City's public facilities for the ensuing fiscal year and five years thereafter. The first year of the plan establishes a capital budget for the new fiscal year. The remaining five years serve as a guide for use in determining probable future debt issuance needs and operating cost impacts. The Capital Budget is adopted at the Fund level. CIP expenditures are accounted for in the Capital Projects Fund or the Enterprise Funds, as appropriate, and are funded by a variety of sources. The City strives to maintain a reasonable balance between "pay-as-you-go" financing and bond financing for its capital improvements in order to maintain debt within prudent limits.

Budget Process

The following are the procedures established by the City Manager for the annual budget process for the City:

1. During August of each year, the City Manager, submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and financing means.

2. Public hearings and workshops are conducted to obtain taxpayer comments.

3. Prior to October 1, the budget is legally enacted through passage of a Resolution

4. The budgetary level of control is at the department level.

5. Budget transfers between line items and between funds require the approval of the City Council except as outlined below. Departmental budget/actual comparison reports are maintained and available for public inspection in the Auditing Department.

6. Transfers between line items will be reported to Council on a monthly or quarterly basis for its approval, These are done “after the fact” since it would bring operations to a halt if the City had to wait for Council approvals to perform a line item transfer within a department.

7. Formal budgetary integration is employed as a management control device during the year for all funds.

8. All fund budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

9. Florida Statutes provide that only expenditures in excess of those total fund budgets are unlawful.

10. Unused appropriations lapse at the end of each fiscal year; however, such unexpended funds shall be appropriated to the appropriate fund’s budgeted reserve for the subsequent fiscal year.

10. The City Manager has the authority to adjust the adopted budget to correct scrivener’s errors.

Budget Amendments

The City adopts the annual budget at the Department level. Budget amendments are required when it is necessary to move funds between budgeted departments, to create new funds or departments, or to appropriate funds from fund balance. Generally, budget amendments are done once or twice each year.

Internal Budget Adjustments

Budget adjustments are designed to give the City Manager a degree of flexibility in his/her budgetary administration. They may generally be approved for one of four reasons. First, a budgetary mistake may have been made in the approved budget. Because the budget cycle must begin so early in the year, it is very easy to overlook certain items which should have been included, or to over and/or underestimate the expenses or need for certain other items. A second reason for which transfers should be approved is emergency purchases. In many instances, equipment, supply, or maintenance costs must be incurred at a higher level than could have been anticipated due to a breakdown of equipment, the assumption of a new service, or unusually large contract prices.

A third justification for an amendment is an avoidance of future cost increases. Such opportunities often arise when a certain product or service can be purchased at a certain time rather than putting off the purchase until a later date.

Finally, a municipal organization needs to be dynamic to respond to change. Often this requires moving funds form one area to another.

Budget adjustments exist for very specific reasons, as noted above and should not be used to balance an organization's budget each month. Operating within one's available budgetary resources is a managerial responsibility, and one which should be taken very seriously. While the approved budget is only a plan and can be changed as circumstances change; it should be adhered to as closely as possible.

When needs are less than originally anticipated or should prices come in lower than budgeted, excess funds should accrue as savings to the City. They should not be considered as available dollars for additional expenditures beyond the appropriation level contained in the approved budget without specific justification. These accrued savings become fund balance reserve or cash forward in the next year's budget, a valuable revenue in maintaining service levels and avoiding tax rate increases. The more that can be accrued in one year, the easier the budget process will be the next year.

Capital equipment item funds are budgeted for in the annual budget; however, as needs change, individual items are not specifically approved in the budget. Additional capital equipment needs can be purchased if funds are available. First, if the amount does not exceed $20,000, and if the requesting party has the funds available, then the City Manager can approve the purchase. If the individual item or systems exceeds $20,000 , then the City Council needs to approve the purchase after following approved purchasing procedures. Individual items or systems over $100,000 require sealed bidding process.

Encumbrances:

Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of resources are recorded in order to reserve that portion of the applicable appropriation, is utilized in the governmental funds.

DEPARTMENT: Finance

POLICY NO: 180 **EFFECTIVE DATE: October 1, 2009**

TITLE: Budgeting Process **REVISION DATE: N/A**

The Planning Phase

In October of each fiscal year, plans are set forth for next year's budget process by the City Manager; however, the actual budget formulation process begins in June of each year. Prior to June, the City Manager and finance staff review the GFOA comments from the prior year's budget and begin developing the data necessary to address those comments and suggestions.

The Preparation Phase

In May, the preparation phase of the budget process involves staff preparing updates to the City's anticipated revenues. This involves developing accurate projections of traditional revenues and estimating any new revenues expected in the subsequent year.

Also during this phase, staff begins to develop expenditure profiles for each City department and operation.

The Review Phase

The review phase involves the City Manager and the various department heads reviewing the submittals from their respective departments. Changes and updates are made to the proposed revenue and spending levels based on overall city priorities and as a result of these one-on-one meetings. Matching proposed services levels with the necessary personnel and other resources was an on-going process that demands considerable investigation and focus on the multiple missions.

City Council holds budget workshops with staff during each August to review departmental goals and objectives for the coming year and to give guidance on their priorities. Final refinements continue until the preparation of the tentative budget is completed and submitted to the Mayor and City Council in September.

The Adoption Phase

At their second July regular City Council meeting, which is open to the public, the City Council must adopt a tentative millage rate for the coming year. This is a requirement of state statutes. The adopted rate is then the maximum millage rate that can be included in the coming year's budget. The City Council may, at a later budget hearing, reduce the rate if it so desires, but cannot raise it above the adopted tentative rate. The Council also schedules additional workshops for August, if necessary, and two formal public hearings for residents to provide their input to the process. State law requires the two

formal public hearing be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission.

Subsequent to the July vote, the Notice of Proposed Property Taxes, otherwise known as TRIM (Truth in Millage) notices, are prepared and mailed by the County Property Appraiser. Printed on the TRIM notice is the date of the first scheduled public hearing to adopt the tentative budget and the tentative millage rate. The purpose of the public hearing is to give the general public an opportunity to speak for or against the proposed budget and millage rate. At the end of the first public hearing, a date and time is set for the final public hearing. An advertisement is then prepared and placed in a local newspaper. This ad contained summary budget information along with the tentative millage rate and the tentative approved budget based on the first hearing. Also noted are the time, date and location for the final hearing. The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget and proposed millage rate. At this meeting, the City Council adopts the final budget and millage rate. Within the next three days of adoption, the City must notify the County Property Appraiser, County Tax Collector and the State Department of Revenue, of the adopted millage rate. Final tax invoices are mailed to property owners by the Tax Collector at the beginning of November. The budget is effective on October 1st of each year.

Amendments After Adoption

As provided in Florida Statute 166.241, once the budget is adopted, the City Council, at any time during the fiscal year, may amend the budget in the following manner:

1. Appropriations for expenditures are adopted at the Department level. Any changes in those levels subsequent to the budget adoption must be approved by action of the City Council by Resolution.

2. Changes in funding levels within departments may be made at any time by action of the City Manager.

3. A receipt of revenue from a source not anticipated in the budget and received for a particular purpose including, but not limited to, grants, donations, gifts, or reimbursement for damages, may be appropriated via a budget amendment approved by Council.

DEPARTMENT: Finance

POLICY NO: 190 EFFECTIVE DATE: October 1, 2009

TITLE: Accounting, Auditing & Financial Reporting REVISION DATE: October 1, 2023

1. The City's accounting and financial reporting systems will be maintained in conformance with Generally Accepted Accounting Principles (GAAP) and the standards set by the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA).

2. The basis for budgeting is the same as the basis for accounting. Budgets for General, Special Revenue, Capital Projects, and Debt Service Funds are adopted on a basis consistent with Generally Accepted Accounting Principles. Accordingly, all Governmental Fund budgets are presented on the modified accrual basis as well as the "current resource measurement focus." Under this method of accounting, revenue is recorded when susceptible to accrual, such as when measurable and available for the funding of current appropriations. The Governmental Funds are the General Fund, the Special Revenue Funds, the Capital Projects Fund, and the Debt Service Fund. Enterprise Fund budgets are presented on the full accrual basis as well as "the economic resources measurement focus". Under this method of accounting, revenues are recognized when earned, as billed and unbilled, and expenditures are recorded when incurred. The City has only one Enterprise Fund, the Stormwater Fund. See the Fund Summaries Budget Detail sections for detailed information on the Fund descriptions.

3. An independent public accounting firm will perform an annual audit. The auditor's opinion will be included with the City's published Annual Comprehensive Financial Report (ACFR).

4. The City's ACFR will be submitted to the GFOA Certification of Achievement for Excellence in Financial reporting Program. The financial report should be in conformity with GAAP, demonstrate compliance with finance related legal and contractual provisions, provide full disclosure of all financial activities and related matters, and minimize ambiguities and potentials for misleading inference.

5. The City's budget will be submitted to the GFOA Distinguished Budget Presentation Program. The budget should satisfy criteria as a financial and programmatic policy document, as a comprehensive financial plan, as an operations guide for all organizational units and as a communications device for all significant budgetary issues, trends, and resources.

6. The Finance Department will also prepare, in conjunction with the release of the ACFR, the “Popular Annual Financial Report” (PAFR) which is a condensed and easy to read version of the annual ACFR. This document will be provided to residents so that they can easily understand how the City is using their funds. This document will also be submitted to the GFOA committee in order to receive their award.

7. Financial systems will be maintained to monitor revenues, expenditures, and program performance on an ongoing basis.

8. Budget reports shall be prepared and presented to the City Council on a quarterly basis.

9. The Finance Department will also prepare, in conjunction with the release of the ACFR, an annual “Financial Trends Report” which will be presented to the City Council on a timely basis.

10. The Finance Department will prepare and present regular reports that analyze, evaluate, and forecast the City’s financial performance and economic conditions.

APPENDIX

GLOSSARY OF FUNDS/KEY TERMS

ACCRUAL BASIS OF ACCOUNTING: A method of accounting that recognizes the financial effect of transactions, events, and interfund activities when they occur, regardless of the related cash flows.

AD VALOREM TAXES: Taxes paid on the fair market value of land, buildings, and equipment. Used to fund general operations and debt service. See also "Millage Rate".

APPROPRIATION: Money allocated by the City Council for a specific purpose.

ARPA-American Rescue Plan

AUTHORIZED POSITIONS: Employee positions, which are authorized/funded in the adopted budget.

BALANCED BUDGET: A budget in which planned funds or revenue available are equal to fund planned expenditures.

BOND FUNDS: Proceeds from the sale of bonds for use in construction of capital facilities. (Sometimes referred to as Capital Projects Funds). May be General Obligation or Revenue Bonds.

BUDGET: A Balanced fiscal plan of programs, services, and construction projects funded within available revenues, bounded with a specific period of time, usually twelve months. A balanced budget is a fiscal plan in which revenues equal expenditures.

CAPITAL EXPENDITURES: See “CAPITAL OUTLAY”

CAPITAL IMPROVEMENTS: Expenditures related to the acquisition, expansion or rehabilitation of an element of the government’s physical plant; sometimes referred to as “Infrastructure.” See also “CAPITAL PROJECT”.

CAPITAL PROJECT: To account for financial resources to be uses for the acquisition or construction of major facilities (other than those financed by proprietary funds, special assessment and trust funds); usually funded through the sale of bonds or other capital financing methods.

CAPITAL OUTLAY: Expenditures that result in the acquisition of or addition to fixed assets that have a value of $1,000 or more and have a useful economic lifetime of more than one year; or, assets of any value if the nature of the item is such that it must be identified and controlled for custody purposes as a fixed asset.

CAPITAL IMPROVEMENTS PLAN (CIP): All capital expenditures planned for the next five years. The plan specifies the resources estimated to be available to fund projected expenditures.

COST-OF-LIVING ADJUSTMENT (COLA): An increase in salaries to offset the adverse effect of inflation on compensation.

CONTINGENCY: A budgetary reserve set aside for emergencies or unforeseen expenditures not otherwise budgeted.

DEBT SERVICE: To account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

DEBT LIMIT: The maximum amount of debt, which the City is, permitted to incur under constitutional, statutory or charter provisions. Usually expressed as a percentage of assessed valuation.

DEPRECIATION: A method of cost allocation to recognize the decline in service potentials of capital assets attributable to wear and tear, deterioration, action of physical elements, inadequacy or obsolescence.

DERM: Abbreviation for the Miami-Dade County Department of Environmental Protection and Management.

DROP: Deferred retirement option program

ENTERPRISE FUND: A series of accounts grouped to account for operation that are financed, and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses including depreciation) of providing goods or services to the general public on a continuing basis, are financed or recovered primarily through user charges. City funds are: Sanitation and Stormwater.

EXPENDITURE: The incurring of a liability, the payment of cash, or the transfer of property for the purpose of acquiring an asset, or a service or settling a loss. A decrease in the net financial resources under the current financial resources measurement focus not properly classified as "Other Financing Uses."

EXPENSE: Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest or other charges. Decreases the net assets of the fund.

ENCUMBRANCE: The commitment of appropriated funds to purchase an item or service/ To encumber funds means to set aside or commit funds for a specified future expenditure.

FIDUCIARY FUNDS: Fiduciary funds are used to account for assets held by the City in a trustee capacity, or as an agent for others and that cannot be used to support the City's own programs.

FISCAL YEAR: The fiscal year for the City of Miami Springs begins October 1, and ends on September 30.

FUND: A group of appropriations treated as an entity to meet legal requirement of Generally Accepted Accounting Principles.

FUND BALANCE: The equity of net worth of a general or trust resulting from the residual or excess earnings over expenditures from the operations of the agency. These funds, similar to retained earnings of proprietary funds, may be appropriated directly to operating expenditures in order to support the fund.

GENERAL FUND: To account for all financial resources except those required to be accounted for in another fund, usually this applies to funds used for normal, day-to-day operating purposes, the chief operating fund of the City.

GOAL: The primary purpose for which a unit of government exist. A goal reflects an ideal condition or mission statement and is always stated in general terms. Specific objectives further the attainment of a goal.

GOVERNMENTAL FUNDS: Funds used to account for all or most of the City's general activities and services, including the acquisition or construction of capital assets and the servicing of general long-term debt.

LOCAL GOVERNMENT 1/2 CENT SALES TAX: The Value of 1/2 cent of the State sales tax, which is returned to the county collection and shared by the county and its constituent cities on the basis of population.

LOCAL OPTION GAS TAX: A tax levy of up to six cents on each gallon of motor and special fuels sold. Which may be imposed by Miami-Dade County in accordance to State Law, and which is shared with the cities in the County, including the City of Miami Springs.

MILLAGE RATE: One mill equals $1.00 of tax for each $1,000.00 of property value.

MODIFIED ACCRUAL BASIS OF ACCOUNTING: Basis of accounting according to which (a) revenues are recognizes in the accounting period in which they become available and measurable and (b) expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest in general long-term debt and certain similar accrued obligations, which should be recognized when due.

NET POSITION: The accumulated income earned less the cost incurred during operations and transfers out resulting in the net worth of the fund. Net assets, like fund balance, may be appropriated to support the operations of the fund.

OBJECTIVES: Measurable and specific accomplishments which work towards fulfilling a goal or area of responsibility. Objectives are usually expressed as quantified service levels to be provided to the public during a specific time period.

OPERATING BUDGET: A balance fiscal plan for providing governmental programs and services for a single fiscal year.

OPERATING EXPENDITURES: All costs associated with the general operation of a given department. These costs include Professional Services, Electricity, Repair/Maintenance Supplies, Office Supplies, Local Mileage, etc.

PERSONNEL SERVICES: All costs associated with salaried, fringes, and other related employee benefits.

PRIOR YEAR ENCUMBRANCES: Outstanding obligations to purchase goods and/or services which existed at fiscal year end, reserved in fund balance or retained earnings of all applicable funds, and reappropriated at the beginning of the consecutive fiscal year.

PROPERTY TAXES: Taxes paid on the assessed or "just" value of the land, building, business inventory or equipment.

PROPRIETARY FUND: See “Enterprise Fund”

REVENUES: Income derived from taxes, fees, and charges. In a broader sense, "revenue" refers to all government income, regardless of source, used to fund services.

ROLLED BACK MILLAGE RATE: That millage rate which will provide the same property tax levy as was levied during previous fiscal year, exclusive of levies on new construction, additions to structures, deletions and property added due to geographic boundary changes.

STATE REVENUE SHARING: Funds distributed by formula to local governments with few or no limits on the purposes or which the funds may be used.

SPECIAL REVENUE FUND: To account for the proceeds of specific revenue sources (other than special assessments, expendable trusts, of for major capital projects) that are legally restricted to expenditures for specified purpose.

SPECIAL ASSESSMENT: To account for the financing of public improvements or services deemed to benefit the properties against which special assessments are levied.

TRIM: Truth in millage

TRUST AND AGENCY: To account for assets held by a governmental unit in a trustee capacity or as an agent for individuals, private organizations, or other governmental units, and/or other funds. These include the following funds: (a) Expendable Trust; (b) Non-expendable Trust; (c) Pension Trust; and (d) Agency.

UNRESTRICTED NET POSITION: This refers to the cumulative value of the excess of revenues over expenses/expenditures remaining from prior years, which are available for appropriation and expenditure in the current year. In the government-wide or proprietary fund statement of net position, this is named “Net Position-Unrestricted”.

UNASSIGNED FUND BALANCE: The portion of a fund’s balance that is not restricted for a specific purpose and is available for general appropriation.

TRIM COMPLIANCE

MIAMI SPRINGS

At the Heart of it All!

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution provides that municipalities "shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services," and authorizes municipalities to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, pursuant to Section 2(b) of Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, municipalities have broad authority to adopt comprehensive plans, enact land development regulations, issue development permits, and impose temporary moratoria in furtherance of local public health, safety, and welfare, including for purposes of orderly growth, environmental protection, disaster recovery, and community resiliency; and

WHEREAS, on June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

WHEREAS, among other things, Section 28 of SB 180 prohibits all local government-initiated ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1, 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted

prior to the enactment of SB 180; and

WHEREAS, Section 28 of SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

WHEREAS, Section 18 of SB 180 further prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting "more restrictive or burdensome" Land Use and Zoning Regulations, and moratoria on construction, reconstruction, or redevelopment of any property, damaged or not, for a period of one year after the storm makes landfall; and

WHEREAS, SB 180 is unconstitutional and invalid because, among other things, it:

(a) embraces more than one subject and matter properly connected therewith in violation of Article III, Section 6 of the Florida Constitution;

(b) includes a defective title in violation of Article III, Section 6 of the Florida Constitution;

(c) requires municipalities and counties to spend in the aggregate an amount that exceeds an insignificant fiscal impact without including a finding that the law fulfills an important state interest as required by Article VII, Section 18 of the Florida Constitution;

(d) constitutes a sweeping intrusion on home-rule authority, threatening local ability to enact land use, zoning, flood-resiliency, and environmental protections, contrary to Article VIII, Section 2(b) of the Florida Constitution to a degree that renders the constitutional provision hollow; and

(e) contains provisions that classify political subdivisions on a basis that is not reasonably related to the subject of the law in violation of Art. III, Section 11(b) of the Florida Constitution; and

WHEREAS, for example, despite SB 180 being titled "Emergencies," SB 180 contains various matters that are not connected and/or are unrelated to emergencies, including Section 18 and 28's total ban on any "more restrictive or burdensome" Land Use and Zoning Regulations, and Section 18's prohibition on moratoria on construction, reconstruction, and redevelopment of property, even if the property is intact and was not damaged by a hurricane or other emergency event; and

WHEREAS, the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that, as conceded in the Florida Legislature's own staff analysis, exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB180 that the law fulfills an important state interest; and

WHEREAS, Section 18 of SB 180 infringes upon municipal home rule authority by prohibiting municipalities from enacting Zoning and Land Use Regulations if they are located within a county that is entirely or partially within 100 miles of the track of a hurricane for one year in a completely indiscriminate manner that disregards the size, intensity, or impact of a hurricane on the municipality, whether a proposed Zoning and Land Use Regulation has even a *de minimis* impact on hurricane recovery efforts, or even if the Zoning and Land Use Regulations are necessary to protect the public health, safety, and welfare from the effects of a hurricane; and

WHEREAS, Section 18 of SB 180 further usurps the municipal home rule authority guaranteed by the citizens of Florida in the Florida Constitution by imposing blanket prohibitions on any moratoria on construction, reconstruction, or redevelopment of property for one year whenever a future hurricane falls within 100 miles of the county where the municipality is located, regardless of the necessity or impetus behind such moratoria; and

WHEREAS, Section 28 of SB 180 similarly prohibits municipalities from enacting Zoning and Land Use Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification; and

WHEREAS, SB 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render SB 180 incomprehensible, create uncertainty, chill local governance, and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority; and

WHEREAS, the City of Miami Springs (the "City") Council desires to authorize the participation of the City in a lawsuit seeking declaratory, injunctive, and other appropriate relief from the provisions of SB 180, which impose a blanket statewide prohibition on the exercise of home rule authority relating to Land Use and Zoning Regulations, based upon

the any appropriate legal theories, including, without limitation, those set forth herein, subject to the participation of at least ten local governments (the “Lawsuit”); and

WHEREAS, it is in the best interest of the City to participate in the Lawsuit and to urge other local governments to join as plaintiffs; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF NORTH BAY CITY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are hereby adopted and confirmed.

Section 2. Authorization to Participate in Lawsuit. That the City Council hereby authorizes the participation of the City in the Lawsuit, subject to participation of at least ten local governments.

Section 3. Legal Representation and Fee Structure. Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is retained to represent the City in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the City in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The City shall also pay $5,000 to the Firm to represent it in any appeal related to the Lawsuit that is filed at the District Court of Appeal within 30 days of the filing of such appeal, and $5,000 to the Firm to represent it in any appeal that is filed at the Florida Supreme Court within 30 days of the filing of such appeal. The City acknowledges that the Firm will be representing other local governments in the Lawsuit and waives any conflicts related to such representation. The City also acknowledges that the Firm may represent other entities, private or public, at the City and that the representation of the City in this Lawsuit alone, because it is part of a coalition, will not constitute a conflict of interest and, to the extent it does, waives such conflict of interest.

Section 4. Urge Participation. The City invites and urges other local governments to join as plaintiffs in the Lawsuit and to coordinate their efforts with the City.

Section 5. Transmittal. The Clerk is directed to distribute this Resolution to all local governments in Miami-Dade County. The Clerk is further directed to distribute this Resolution to the Firm.

Section 6. Implementation. The appropriate City officials are authorized to

execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 7. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Jorge Santin	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Joseph Dion	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED on this _____ day of September, 2025.

_____
Dr. Walter Fajet, Mayor

ATTEST:

_____
Erika Gonzalez, MMC
City Clerk

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

_____
Weiss Serota Helfman Cole & Bierman, PL
City Attorney

AGENDA MEMORANDUM

Meeting Date: September 22, 2025

To: The Honorable Mayor Walter Fajet and Members of the City Council

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: Police Department IT Services

Recommendation:
Recommendation by the Police Department that Council waive the competitive bid process in the best interests of the City, and approve an expenditure to Lansight Technology LLC., not to exceed $90,000.00, for comprehensive IT services to the Miami Springs Police Department, at $7,500 a month, as funds were approved in the FY 24/25 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

Discussion/Analysis:
The Miami Springs Police Department has increasingly complex and evolving technological needs, including network security, data management, software and hardware support, system integration, and more. Rather than hiring a single in-house IT employee, we are proposing the use of a contracted service through Lansight Technology. Lansight Technology is a well-established IT service provider offering a team-based approach where multiple professionals, each with specialized expertise in different areas of IT, work collaboratively to provide full coverage and quicker resolution of issues. This model is particularly beneficial to departments like ours, where a broad and deep level of IT knowledge is critical to operations and security.

1. **Increased Value & Expertise**:
   Hiring Lansight Technology gives us access to a full team of experts, rather than relying on a single employee who, while skilled, may not be proficient in every aspect of IT. The collective knowledge and availability of the Lansight team offer far more value than one individual ever could.
2. **Cost-Effective & Fiscally Responsible**:
   The cost of contracting Lansight Technology is comparable to the salary of one full-time IT employee**.** When factoring in the additional savings on uniforms, benefits, training, insurance, and equipment typically provided to employees, this approach results in significant cost savings for the City.
3. **Operational Reliability**:
   Utilizing a professional IT firm reduces our dependency on a single point of failure. If one technician is unavailable, Lansights's team ensures that support is still timely and seamless.
4. **Urgency & Continuity**:
   Given the Police Department's reliance on functioning and secure IT systems, moving quickly with a trusted vendor ensures continuity of service and minimizes risks of downtime or cyber vulnerability. The firm has already demonstrated knowledge of our needs and systems.

Given the critical importance of IT support in public safety operations, the diverse needs of the Police Department, and the cost-effectiveness of this solution, staff recommends the waiver of the competitive bidding process and approval of an agreement with Lansight Technology for IT services. This approach is not only financially sound but also ensures that our Police Department receives expert, comprehensive, and timely technological support.

Submission Date and Time: 9/12/2025 7:30 PM

Submitted by:	**Approved by (sign as applicable):**	**Funding:**
Department: Police Department	**Dept. Head:**	**Dept./ Desc.:** Police Contractual Services
Prepared by: Ariadna Quintana	**Procurement:**	**Account No.:** 001-2001-521.3400
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/Funded ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $**
		Current request: $ 90,000.00
		Total vendor amount: $ 90,000.00

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LANSIGHT TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY SERVICES IN AN AMOUNT NOT TO EXCEED $90,0000 ANNUALLY; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") Police Department (the "Department") is in need of professional information technology services, including desktop support, network administration, and support services for the City's Police Department's planned new Community Aided Dispatch (CAD) system deployment (the "Services"); and

WHEREAS, Lansight Technology, LLC (the "Consultant") has provided the City with a proposal for the Services in an amount not to exceed $90,000 annually; and

WHEREAS, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Services as being in the best interest of the City; and

WHEREAS, the City Council desires to authorize the City Manager to negotiate and execute an agreement (the "Agreement") with the Consultant for the Services in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $90,000 annually pursuant to Section 31-11(E)(6)(g) of the City Code; and

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

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

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

Section 2. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute the Agreement with the Consultant for the Services in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $90,000 annually, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds.

Section 3. Waiver. That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Services as being in the best interest of the City.

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

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Jorge Santin	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Joseph Dion	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this __ day of September, 2025.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF MIAMI SPRINGS

AND

LANSIGHT TECHNOLOGY, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and between **CITY OF MIAMI SPRINGS, FLORIDA,** a Florida municipal corporation, (the "City") and **LANSIGHT TECHNOLOGY, LLC**, a Florida limited liability company (hereinafter, the "Consultant").

WHEREAS, the City Police Department is in need of professional information technology services, including desktop support, network administration, and support services for the City's planned new Computer Aided Dispatch (CAD) system deployment (the "Services"), all as set forth in greater detail in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, on September 22, 2025, the City Council adopted Resolution No. 2025-_, approving this Agreement for the Services from the Consultant in an amount not to exceed $90,000 annually; and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

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

1. **Scope of Services.**

   1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

   1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the City.

2. **Term/Commencement Date.**

   2.1. The term of this Agreement shall be from the Effective Date through one year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, this Agreement shall automatically renew for additional one-year periods on the same terms as set forth herein, unless the City Manager provides five calendar days written notice to the Contractor of the City's intent not to renew this Agreement.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

3. Compensation and Payment.

3.1. Consultant shall be compensated for the provision of the Services in an amount not to exceed $90,000 annually, payable in equal installments of $7,500 per month.

3.2. Consultant shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

5. City's Responsibilities.

5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and

necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. Termination.

8.1. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.

8.3. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

8.5. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Council relative to the Services; and (iii) the City Council enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the City shall select this box: ☒.

9.1.5. Technology Errors and Ommissions (inclusive of cyber protection) Liability Insurance in an amount of at least $2,000,000 per claim.

9.1.6. Excess/Umbrella Liability Insurance in an amount of at least $5,000,000.Th

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. **Indemnification.**

12.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

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

15. **Entire Agreement/Modification/Amendment.**

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

16.3. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

16.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

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

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from

all jurisdictional agencies to perform the Services under this Agreement at its own expense.

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

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

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

24. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

    24.1. Public Entity Crimes Affidavit. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

    24.2. Scrutinized Companies. Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

24.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

26. Non-Exclusive Agreement. The City reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

27. Background Checks. Prior to the execution of this Agreement, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors

providing Services under this Agreement. The Contractor shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable.

Unless otherwise agreed to in writing by the City Manager, the Contractor shall arrange to conduct the required screening and background checks through the City's Police Department.

If compliance with this section is required, the City shall select this box: ☒.

28. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

28.1. First Priority: Base Agreement; and

28.2. Second Priority: Exhibit A – Scope of Services.

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

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

CITY OF MIAMI SPRINGS

By: _____
J.C. Jimenez, ICMA-CM
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

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

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

LANSIGHT TECHNOLOGY, LLC

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:	Signed, sealed and delivered by:
_____	_____
Witness #1 Print Name: _____	Print Name: _____
	Title: _____
_____	
Witness #2 Print Name: _____	Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

Desktop Support (Miami Springs Police Department)

- Provide end-user support for desktops, laptops, tablets, smartphones, printers, and scanners.
- Troubleshoot and resolve hardware, software, and connectivity problems for users.
- Monitor anti-virus and security software, and report network issues to management.
- Assist users with system software, hardware, and network access issues as needed.
- Coordinate with application vendors to resolve IT support tickets.
- Verify backup tasks are completed as required.
- Includes monitoring the Police Department's local, wide area, and wireless network components as they relate to desktop support.
- Provide 20 hours of onsite support per week for user assistance and issue resolution. Included to deliver user support, address network issues, and advance CAD upgrade activities for optimal responsiveness.

Network Administration (Miami Springs Police Department)

- Manage and maintain all network infrastructure: servers, cloud services, NAS, firewalls, routers, switches, wireless systems, and related components.
- Oversee patch management, backup routines, anti-virus systems, and network security measures.
- Provide remote and onsite support to ensure reliable network performance.
- Address any network issues proactively and as requested.
- All recommended changes related to services, infrastructure, or system configurations under this agreement shall be formally requested to and are subject to approval by Jorge Fonseca, Information Technology Director, City of Miami Springs prior to implementation.

Professional Services (CAD Upgrade)

Assessment & Requirements

- Interview stakeholders (dispatch, officers, supervisors, records staff) to gather project requirements.
- Identify must-have features: mobile CAD, NIBRS/UCR reporting, FCIC/NCIC, e-citations, bodycam/evidence integration.
- Evaluate vendor options, focusing on FSU Tracs/MAC and alternatives (Central Square, Tyler, Motorola, Mark43, Caliber).

Project Phases

- Phase 1: CAD/RMS Transition
    - Plan migration or archival of 1900+ records from current Central Square OSSI system.
    - Coordinate access, VPN configuration, and domain controllers.
    - Begin integration/testing between new system (Mach/Tracs) and current OSSI.
- Phase 2: Infrastructure Upgrade
    - Refresh or replace servers, network domain, storage, and firewall as needed.
    - Evaluate moving document imaging to cloud storage.
    - Update authentication (Microsoft 365 AD sync, Radius, MFA).
    - Review backup strategy and consider upgrade to Veeam.
- Phase 3: Configuration & Integration
    - Set up users, units, security roles, incident types, e-citation vendors, and FCIC/NCIC integration.
- Phase 4: Training & Change Management
    - Train staff on new CAD/RMS, workflows, and case/report handling.
    - Update policies and SOPs as required.

- Phase 5: Cutover & Go-Live
    - Finalize migration, run parallel operations, execute go-live, and provide onsite vendor support.
    - Monitor and stabilize system for 30–60 days.

Criminal Justice Information Services
Security and Privacy Training

This is to certify that

JULIAN BEATRIZ

has successfully completed the

Security and Privacy: Privileged Role

04/21/2025	CJIS Online — APPROVED —	04/21/2026
Certification Date		Expiration Date

Criminal Justice Information Services
Security and Privacy Training

This is to certify that

TONY GOMEZ

has successfully completed the

Security and Privacy: Privileged Role

02/18/2025		02/18/2026
Certification Date	CJIS Online — APPROVED —	Expiration Date

Criminal Justice Information Services
Security and Privacy Training

This is to certify that

JOSE LIRA

has successfully completed the

Security and Privacy: Privileged Role

07/09/2025	CJIS Online — APPROVED —	07/09/2026
Certification Date		Expiration Date

Criminal Justice Information Services
Security and Privacy Training

This is to certify that

MIKHAIL NIZHEGORODTSEV

has successfully completed the

Security and Privacy: Privileged Role

09/08/2025
Certification Date

CJIS Online
APPROVED

09/08/2026
Expiration Date

Criminal Justice Information Services
Security and Privacy Training

This is to certify that

ORLANDO RODRIGUEZ

has successfully completed the

Security and Privacy: Privileged Role

03/17/2025		03/17/2026
Certification Date	CJIS Online — APPROVED —	Expiration Date

AGENDA MEMORANDUM

Meeting Date: 9/22/2025

To: The Honorable Mayor Walter Fajet and Members of the City Council

Via: J.C Jimenez, City Manager

From: Juan Pena, Public Works Director

Subject: Blanket Purchase Order Increase – Lowes

RECOMMENDATION: That City Council approve an increase to the existing open purchase order **#250178** with Lowe's, utilizing Omnia Partners Contract **#R240805** (attached), for the remainder of the contract term, including any extensions through **October 31, 2027**, in the amount of **$4,638.92**. This purchase order provides for the acquisition of various stock, supplies, and tools, with funding approved in the **FY 2024/25 Budget**, pursuant to **Section 31.11 (E)(5) of the City Code**.

DISCUSSION: Prior approval for this purchase order was granted on October 12, 2020, utilizing National IPA under contract # R192006, for the remainder of their contract term, including any extensions through 03/31/2025 in the amount of $25,000. The requested increase is necessary to support ongoing building projects requiring supplies and tools beyond the remaining balance of the open purchase order. Approval of this increase will ensure sufficient funding to cover anticipated expenses through the remainder of FY 2024/25.

Spent in FY: 24/25 to date $24,638.92
Spent in FY: 23/24 $9,543.58

Submission Date and Time: 9/11/2025 2:13 PM

Submitted by:	**Approved by (sign as applicable):**	**Funding:**
Department: Public Works	**Dept. Head:**	**Dept./ Desc.:** All Departments
Prepared by: Rachel Buckner	**Procurement:**	**Account No.:** Various
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:**
Budgeted/ Funded: ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $** 25,000.00
		Current request: $ 4,638.92
		Total vendor amount: $ 30,000.00

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF MAINTENANCE, REPAIR, AND OPERATIONS (MRO) SUPPLIES, EQUIPMENT, AND RELATED PRODUCTS AND SERVICES FOR ONGOING CITY BUILDING PROJECTS FROM LOWE'S HOME CENTER, INC. IN AN AMOUNT NOT TO EXCEED $30,000 UTILIZING THE TERMS AND CONDITIONS OF THE OMNIA PARTNERS CONTRACT NO. R240805 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") desires to purchase various maintenance, repair, and operations (MRO) supplies, equipment, and related products and services (the "Supplies") to facilitate the City's implementation of ongoing City building projects; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by the Region 4 Education Services Center on behalf of OMNIA Partners, which has entered into Contract No. R240805 (the "OMNIA Contract") with Lowe's Home Center, Inc. (the "Vendor"); and

WHEREAS, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to approve the purchase of the Supplies from the Vendor in an amount not to exceed $30,000, consistent with the OMNIA Contract, as the pricing offered pursuant to the OMNIA Contract is in the City's best interest; and

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

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

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

Section 2. Approval. That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves of the purchase of the Supplies from the Vendor and the

expenditure of budgeted funds in an amount not to exceed $30,000, consistent with the OMNIA Contract.

Section 3. Implementation. That the City Manager is authorized to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

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

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Jorge Santin	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Joseph Dion	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this __ day of September, 2025.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Maintenance Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 24-08

RFP Issued: May 15, 2024

Pre-Proposal Date: February 20, 2024

Response Due Date: June 27, 2024

Proposals Received: 13

Awarded to: Arbill Industries, Inc
Fastenal Company
Hi-Line Electric Company, Inc. dba Hi-Line, Inc.
Midwest Motor Supply Co., Inc., dba Kimball Midwest
Lawson Products, Inc.
Lowe's Home Centers, LLC
Northern Safety Co., Inc
W.W. Grainger, Inc.
WESCO Distribution, Inc.

Region 4 Education Services Center (Region 4 ESC), Houston, Texas issued RFP #24-08 May 15, 2024, to establish a national cooperative contract for Maintenance Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services.

The solicitation included cooperative purchasing language in **Section 1, Scope of Work, paragraph 6 – NATIONAL CONTRACT**:
*Region 4 ESC, as the Principal Procurement Agency, defined in Exhibit D, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entitles, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on Exhibit D, or as otherwise agreed to. Exhibit D contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC/IonWave Technologies
- OMNIA Partners website

- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME
- New Jersey Herald
- Houston Community Newspapers, Cy Creek Mirror

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On June 27, 2024 proposals were received from the following offerors:

- Arbill Industries, Inc
- Bexar Mechanical, LLC
- Fastenal Company
- FLIP LOK LLC
- W. Joe Shaw dba goSafe
- Hi-Line Electric Company, Inc. dba Hi-Line, Inc.
- Imperial Utilities & Sustainability, Inc.
- Midwest Motor Supply Co., Inc., dba Kimball Midwest
- Lawson Products, Inc.
- Lowe's Home Centers, LLC
- Northern Safety Co., Inc
- W.W. Grainger, Inc.
- WESCO Distribution, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Arbill Industries, Inc, Fastenal Company, Hi-Line Electric Company, Inc. dba Hi-Line, Inc., Midwest Motor Supply Co., Inc., dba Kimball Midwest, Lawson Products, Inc., Lowe's Home Centers, LLC, Northern Safety Co., Inc, and W.W. Grainger, Inc., WESCO Distribution, Inc. and proceeding with contract awards upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Region 4 ESC, OMNIA Partners and Arbill Industries, Inc, Fastenal Company, Hi-Line Electric Company, Inc. dba Hi-Line, Inc., Midwest Motor Supply Co., Inc., dba Kimball Midwest, Lawson Products, Inc., Lowe's Home Centers,

LLC, Northern Safety Co., Inc, and W.W. Grainger, Inc., WESCO Distribution, Inc. successfully negotiated contracts, and the Region 4 ESC executed the agreements with a contract effective date of November 1, 2024

Contract Includes:

- Maintenance, repair and operations supplies, equipment, and related products and services.
- Additional incentives for annual volume purchases

Term:

The anticipated full term of the contract is five (5) years. The Successful Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, project agreements, or maintenance agreements executed against resulting Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Successful Offeror(s) and Participating Public Agencies. Initial three-year agreement from 11/1/2024 through 10/31/2027 with the option to renew for two (2) additional one-year periods through 10/31/2029.

Pricing/Discount:

Category discounts range from 5% to 79% off catalog prices depending on the supplier.

Region 4 Education Service Center (ESC)

Contract # R240805

for

Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services

with

Lowes's Home Centers, LLC

Effective: November 1, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and Lowe's Home Centers, LLC, effective November 1, 2024:

I. Vendor Contract and Signature Form
II. Supplier’s Response to the RFP, incorporated by reference

CONTRACT

*This Contract ("**Contract**") is made as of November 1, 2024 by and between Lowe's Home Centers, LLC ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-08 for Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope. Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC

6) .Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest may guarantee to perform all obligations under this Contract. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC or Contractor may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. If requested, Lowe's will deliver products under this Agreement in accordance with the Lowe's delivery policies in effect at time of purchase, including with limitation, any additional fees for delivery. Product purchased under this Contract are subject to Lowe's return policies in effect at the time of purchase. Lowe's current policies can be found at https://www.lowes.com/l/shipping-delivery and www. lowes.com/l/help/returns-policy.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. The entity using the Contract will make payments directly to the awarded vendor.

17) . Offer's Pricing. Contractor agrees that all prices offered through this Contract are comparable to or better than the equivalent prices offered through any other similar cooperative purchasing contract.

    Lowe's offers large inventory of products in numerous categories. Lowe's is unable to automatically adjust Participating Agency's pricing in the event of retail price fluctuations in various locations.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Product Assortment. Contractor's product assortment varies based on numerous factors, including for example location, season, and product availability. In addition, products may change over time and manufacturers discontinue products and product lines. Unless Contractor issues a written quote or offer, Contractor makes no guarantees with respect to product changes

or availability and has no obligation to inform Region 4 ESC, OMNIA Partners, or any member of product changes or availability.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to

protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. To the proportionate extent of its liability, Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third-party claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Region 4 ESC acknowledges that Contractor's proprietary indicia, trademarks, service marks, or trade names (Collectively "Marks" are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, Region 4 ESC will enter into a separate Licensing Agreement with LF, LLC. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

FURTHER INFORMAITON TO MASTER AGREEMENT TO FOLLOW IN APPEXDIX B WITH ADDENDUM A AND ADDENDUM A1

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Lowe's Home Centers, LLC

Address: 1000 Lowe's Blvd

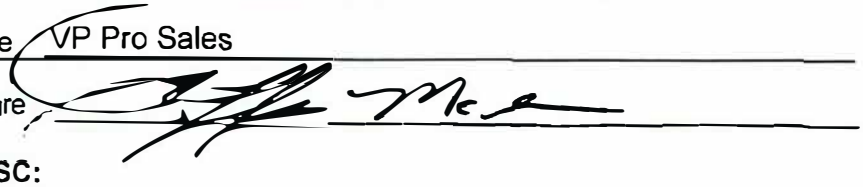
City/State/Zip: Mooresville, NC 28117

Telephone No.: 888-310-7791

Email Address: GovernmentSupport@Lowes.com

Printed Name: Steffani McLean

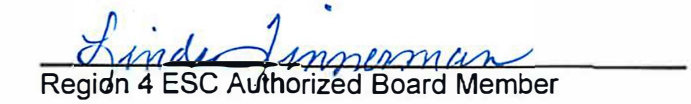
Title: VP Pro Sales

Authorized signature: 

Accepted by Region 4 ESC:

Contract No. R240805

Initial Contract Term 11/1/2024 to 10/31/2027



Region 4 ESC Authorized Board Member

10/29/2024

Date

Linda Tinnerman

Print Name

Region 4 ESC Authorized Board Member

10/29/2024

Date

Victor E. White

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		~~See Addendum A and Addendum A1 attached~~	
		All Accepted	

Addendum A
to

Appendix A Draft Contract, Exhibit F, Attributes (collectively called "Contract")
Between Lowe's Home Centers, LLC (Lowe's)
and
Region 4 Education Service Center (ESC)
(being made available by OMNIA Partners, Public Sector (OMNIA)
for
RFP 24-08
Maintenance, Repair and Operations (MRO) Supplies & Related Services

By awarding the above referenced project to Lowe's Home Centers, LLC, Region 4 ESC agrees that this Addendum will become a part of the Contract. This Addendum and the Contract collectively form the agreement between ESC, OMNIA, and Lowe's. With respect to any inconsistencies between the Contract and this Addendum, this Addendum shall govern.

Further Information - Draft Contract (1) Term of Agreement. Clause 1 does not provide Lowe's the right not to renew a Contract. Lowe's needs have at least the same terms as in its previous agreement; Lowe's will therefore provide the following under this Contract in lieu of clause 1.

The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right ~~in its sole discretion~~ to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

Further Information –Draft Contract (3) Form of Contract.

Lowe's Home Centers, LLC (LHC), the entity submitting a response to this RFP, is a fully-owned subsidiary of Lowe's Companies, Inc. (LCI), a publicly traded company. LCI's operating entities (together or individually "Lowe's Co."), including the LHC and Lowe's Pro Supply (LPS), a division of LHC , operate over 1,700 stores, perform installation services nationwide, maintain relationships with thousands of suppliers, employ over 200,000 people, and serve millions of customers. Lowe's Co. uses third party independent contractors to perform ancillary services for Lowe's Co during the normal course of business on a daily basis. These ancillary services may include, but are not limited to, appliance decommissioning, product delivery, and janitorial services for Lowe's stores, and are provided to Lowe's Co on an ongoing basis through pre-existing and established business relationships.

Lowe's does not consider the use of these ancillary services to trigger any subcontractor-specific or subcontractor approval requirements for this Contract. Lowe's agrees to comply with all subcontracting requirements should Lowe's enter into a new contract to specifically fulfill Region 4 ESC's or Omnia's requirements thereof.

Further Information – Draft Contract (5) Commencement of Work.

Use of Purchase Orders requires a Lowe's Commercial Account (LCA) or P-Cards. Lowe's does not agree to any additional Purchase Order Terms & Conditions. Aside from product, delivery, or shipping information, any terms, conditions, representations or certifications included in any purchase order, receipt, or other written instruments (Additional Terms), including from entities or persons authorized to purchase under this Agreement, are void and superseded by the terms and conditions of this Agreement. Lowe's gives notice of objection to all Additional Terms and specifically rejects all Additional Terms as a material alteration to this Agreement. Lowe's may accept Additional Terms in its sole discretion after receiving advance written notice of the Additional Terms, provided that no Additional Terms are valid until the entity presenting the Additional Terms receives a signed acknowledgement from Lowe's agreeing to the Additional Terms.

Further Information – Draft Contract (8) Novation.

Clause 8 requires that any successor in interest must guarantee to perform all obligations under this Contract. Lowe's cannot guarantee this; Lowe's will therefore provide the following under this Contract in lieu of clause 8:

> 8) Novation. If Contractor sells or transfers all assts or the entire portion of the assets used to perform this Contract, the successor in interest ~~must~~ may guarantee to perform all obligations under this Contract. ~~Region 4 reserves the right to accept or reject any new party.~~ A change of name agreement will not change the contractual obligations of Contractor.

Further Information – Draft Contract (10) Adding Authorized Distributors/Dealers.

Clause 10 requires Lowe's to identify to Region 4 ESC of its intent to use an authorized distributor or dealer.

Lowe's intends to fulfill a portion of this Contract through Lowe's Pro Supply, a division of Lowe's Home Centers, LLC. As a division of Lowe's, Lowe's does not consider Lowe's Pro Supply a subcontractor for the purposes of this Contract.

Further Information – Draft Contract (11) Termination of Contract.

11) e) Standard Cancellation.

The original Clause 11 subsection e) is removed and replaced with the following:

> 11) e) Standard cancellation. Region 4 ESC or Contractor may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Further Information – Draft Contract (14) Delivery.

14. Delivery. ~~Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.~~ If requested, Lowe's will deliver products under this

Agreement in accordance with the Lowe's delivery policies in effect at time of purchase, including without limitation, any additional fees for delivery.) Products purchased under this Contract are subject to Lowe's return policies in effect at the time of purchase. Lowe's current policies can be found at https://www.lowes.com/l/shipping-delivery and www. lowes.com/l/help/returns-policy

Further Information –Draft Contract (16) Payments.

Based on Lowe's standard payment and billing processes customers must tender payment for walk-in and online purchases at the time of purchase. Moreover, Lowe's cannot include certain text in its invoices. Lowe's will therefore provide the following invoicing under this Contract in lieu of clause 16:

> 16) Payments. The entity using the Contract will make payments directly to the awarded vendor. ~~Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.~~

Further Information – Draft Contract (17) Price Adjustments.

Clause 17 provides mechanisms for review of price increases, price reductions and adjustments. Lowe's operates over 1,700 stores, performs installation services nationwide, maintains relationships with thousands of suppliers, employs over 200,000 people, and services millions of customers. Lowe's cannot guarantee that prices across the company will not be lower than those offered under this Contract. Moreover, due to this scale, Lowe's cannot obtain advance approvals of pricing or product changes. Lowe's will therefore provide the following pricing under this Contract in lieu of clause 17:

> 17) Offeror's Pricing. Contractor agrees that all prices offered through this Contract are comparable to or better than the equivalent prices offered through any other similar cooperative purchasing contract.
>
> Lowe's offers large inventory of products in numerous categories. Lowe's is unable to automatically adjust Participating Agency's pricing in the event of retail price fluctuations in various locations.

Further Information – Draft Contract, Clauses 19 through 22

Clauses 19 through 22 seek to control Lowe's product offerings. Lowe's is a reseller of product and as such cannot guarantee that replacement models of any product will meet or exceed the specifications or the performance of a discontinued model. Similarly, Lowe's cannot guarantee that replacement models will be available at the same prices as the discontinued model. Lowe's is not offering any labor under this contract and accordingly will not warrant labor. Finally, Lowe's will therefore provide the following product representations under this Contract in lieu of clauses 19, 20, 21, and 22:

> 19) Product Assortment. Contractor's product assortment varies based on numerous factors, including for example location, season, and product availability. In addition, products may change over time and manufacturers discontinue products and product lines. Unless Contractor issues a written quote or offer, Contractor makes no guarantees with respect to product changes or availability and has no obligation to inform Region 4 ESC, Omnia, or any Member of product changes or availability.
>
> 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if in the line is replacing or supplementing products,~~

~~is equal or superior to the original products, is discontinued similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.~~

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty ~~and one (1) year labor warranty unless otherwise agreed to in writing~~.

Further Information – Draft Contract, Clauses 23 through 26

Lowe's and Region 4 ESC agree that "work to be performed at schools" and "services" do not include delivery. Delivery of appliances consists of moving of new appliance into desired location, moving of old appliances to another location if requested, haul-away and recycling of old appliance, uncrating and removal of packing materials, demonstration of operation of new appliance if requested, and door swing change, if necessary. Charges and restrictions may apply to gas appliances, dishwashers, drop-in ranges, air conditioners, water heaters, wall ovens, surface units, and cooktops. All appliances may not be available in all areas.

Moreover, Lowe's conducts background checks of its employees at the time of hire for violent crimes, drug related crimes, sexual offenses (including, but not limited to, rape, molestation, sexual assault, indecent exposure, indecency with a child), murder and kidnapping. Delivery drivers are also subject to a Motor Vehicle Records check for driver license issues. Drug testing is done on all Contractor employees at the beginning of their employment only. By utilizing the Contract for purchases,

Region 4 ESC, Omnia, and purchasing Members agree that this fulfills all Contract obligations related to sex offender restrictions.

Further Information – Draft Contract (30) Indemnity.

Lowe's will provide the following Indemnity under this Contract in lieu of clause 30:

30) Indemnity: To the proportionate extent of its liability, Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third-party claims, damages, losses, and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

Further Information – Draft Contract (31) Marketing.

Lowe's proprietary indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, Omnia, and Region 4 ESC must enter into a separate Licensing Agreement with LF, LLC. As such the following paragraph will appear in lieu of clause 31:

31) ~~Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement.~~ Region 4 ESC acknowledges that Lowe's proprietary indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks Region 4 ESC will enter into a separate Licensing Agreement with LF, LLC. Any use of Region 4 ESC's name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

Further Information – Draft Contract (32) Certificates of Insurance.

Lowe's Home Centers, LLC ("Lowe's"), will maintain during the term of the project and for a two year period following completion of services, the following insurance:

Commercial general liability insurance, under a blanket program providing coverage for multiple projects and locations, with minimum limits of $1,000,000 per occurrence; $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate, which shall include coverage for bodily injury, death, property damage, personal and advertising injury and contractual liability; commercial automobile liability insurance providing coverage for owned, hired, and non-owned autos in the minimum combined single limit of $1,000,000; and excess liability insurance in the minimum amount of $5,000,000. Such insurance will respond on a primary basis for claims arising out of Lowe's performance under the terms of the agreement. Lowe's will also maintain workers' compensation insurance as required by applicable statute and employer's liability insurance in the minimum amount of $500,000 per employee for disease, $500,000 bodily injury per accident and $500,000 policy limit for disease.

All policies shall be written on an occurrence basis by insurers rated A/X or higher by A.M. Best and authorized to do business in the state where the services are performed. Lowe's will satisfy the commercial general liability insurance requirement through a program of self-insurance covering Lowe's Companies, Inc. and its U.S. subsidiaries, including Lowe's Home Centers, LLC.

An evidence of coverage certificate of insurance providing information on Lowe's insurance program is attached. Lowe's shall provide Region 4 ESC with a renewal certificate, upon request, should this certificate expire during the awarded contract term. Lowe's will use commercially reasonable efforts to provide Region 4 ESC within thirty (30) days' prior written notice of cancellation of the insurance described herein; such notice will not be provided by the insurance company.

Upon request Lowe's shall include Region 4 ESC as an additional insured, by blanket endorsement, under the commercial general liability and automobile liability insurance, and shall provide Region 4 ESC with a certificate of insurance naming Region 4 ESC as an additional insured. All certificates bear an electronic signature. Lowe's will provide a certificate of insurance only; Lowe's will not provide copies of its insurance policies.

By awarding the above referenced project to Lowe's Home Centers, LLC, Omnia and Region 4 ESC accept Lowe's insurance program contained herein and agrees this program satisfies Omnia's and Region 4 ESC's insurance requirements for this solicitation.

Further Information – Exhibit F, Attributes Question #17 Federal Funds Certifications

Exhibit F (FEMA and additional Federal funding special conditions) states that Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

Lowe's and Region 4 ESC agree that "Services" do not include the sale of products or delivery thereof. Delivery of appliances consists of moving of new appliance into desired location, moving of old appliances to another location if requested, haul-away and recycling of old appliance, uncrating and removal of packing materials, demonstration of operation of new appliance if requested, and door swing change, if necessary. Charges and restrictions may apply to gas appliances, dishwashers, drop-in ranges, air conditioners, water heaters, wall ovens, surface units, and cooktops. All appliances may not be available in all areas.

Lowe's will comply with orders of the United States Secretary of Labor, including any applicable rules and regulators of those order, as required by law. However, Region 4 ESC agrees not to allow any federal or federal contract funds to be utilized at Lowe's or its affiliates through this Contract.

Further Information – Exhibit F, Attributes Question #116 Recovered Materials and Question #117 Telecommunication Surveillance Product Composition and Characteristics (environmental, recycled, country of origin and prohibition on certain telecommunication and surveillance services or equipment)

Absent a specific inquiry, Lowe's cannot guarantee that any product available for purchase have any particular environmental or other characteristics, including, Buy America Act, energy, and/or environmental or other characteristics, including recycled or recovered content, efficiency, county of origin or manufacturer, or the that components parts have any particular characteristics such as the absence of Huawei, ZTE or other listed company components before purchase. Lowe's agrees to provide reasonable commercial assistance to identify products to meet a Participating Agency's federal, state, or local requirements on a per purchase basis.

Further Information – Exhibit F, Attributes Question#118 Buy American Certification of Compliance with Buy America Provisions

To the extent Federal Highway Administration funds, Federal Railroad Administration funds, Federal Transit Administration funds, or any funds that trigger Buy America Act requirements are to be utilized at Lowe's, Region 4 ESC, OMNIA, and Participating Agency shall email Lowe's at Governmentsupport@lowes.com in advance of purchase with purchase identifying requirements and receive a written confirmation of Buy America Act compliance. Absent such communication, the foregoing fund types shall not be utilized for purchasing.

Lowe's may accept such funds to be utilized for purchases in its sole discretion after receiving this separate, advance email notice; however, no Buy America Act requirements are valid until the buyer receives a signed acknowledgement from Lowe's agreeing to comply with applicable Buy America provision(s). Lowe's agrees to provide reasonable commercial assistance to a Participating Agency's , following the above process in identifying products to meet the Participating Agency's Buy America provisions on a per purchase basis.

Further Information – Exhibit F Subcontracts, Flow down of Contract Provisions

Exhibit F provides that the Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

Lowe's is furnishing only product and will not have subcontracts for any construction or other licensed activity (including repairs) under this Contact.
Should Lowe's enter into a new contract to specifically fulfill the purchaser's requirements, Lowe's agrees to insert the required contract clauses under this Section.

Further Information – Background Checks
Attributes, Question #94. (Criminal History of Certain Contract Employees)

In accordance with applicable law and regulations, Lowe's conducts background check of its employees for violent crimes, drug related crimes, sexual offenses (including, but not limited to, rape, molestation, sexual assault, indecent exposure, indecency with a child), murder and kidnapping. Delivery drivers are also subject to a Motor Vehicle Records check for driver license issues. Drug testing and background checks are conducted for all Lowe's employees at the beginning of their employment only. Under this Agreement, the above precautions are the only obligations Lowe's has with respect to employees, including delivery drivers, Lowe's will not provide proof of any drug or background screening.
Lowe's will assume that it's delivery providers will not have direct contact with students. If direct contact with students is necessary, the member shall contact Lowe's to make arrangements for delivery or Lowe's may suggest an alternative method of delivering the products.

Further Information – Publicly Traded Company
Attributes, Question #96. (Exempt from submitting 1295 Form, with documentation as proof vendor is publicly-traded business entity)

Lowe's Companies, Inc. ("Lowe's Co."), a publicly traded company, is the parent company of Lowe's Home Centers, LLC ("Lowe's") the entity submitting this RFP. The Lowe's Co. common stock is listed on the New York Stock Exchange with shares trading under the ticker symbol LOW. For more information, visit www.Lowes.com. or accessed information through the U.S. Securities and Exchange Commission's website at http://www.sec.gov/edgar.shtml.

Further Information – Conflict of Interest Questionnaire
Attributes, Question #97 (Conflict of Interest Questionnaire)

The Conflict of Interest Questionnaire form attached to this Request for Proposal requires disclosure of employment or business relationships with OMNIA and its members and their family, as defined by Chapter 176 of the Texas Local Government Code, ("Qualifying Relationships"). Lowe's Home Centers, Inc., operate over 1,700 stores, perform installation services nationwide, maintain relationships withthousands of suppliers, employ over 200,000 people, and serve millions of customers.

Because of its large number of employees, Lowe's cannot with absolute certainty ensure that all family, employment or business relationships with the officers or members of the OMNIA are known. Therefore, to the best of the signatory's knowledge and belief, Lowe's is unaware of any qualifying relationships.

Further Information – Small Minority and Women-Owned Firms for Subcontracting Opportunities

Attributes, Question # 119. (Affirmative Step for small minority and Women-owned Firms paid for with Federal Funds for any subcontracting opportunities)

Lowe's Home Centers, LLC (Lowe's) anticipates that its current workforce (i.e. regular, permanent employees) is sufficient to carry out its supply obligations under this Contract if awarded.

Lowe's will therefore not need to hire any subcontractors or additional labor, so the Affirmative steps for small minority and Women-owned firms does not apply to Lowe's. If for any reason should Lowe's enter into a new contractor to specifically fulfill purchaser's requirement, that utilize subcontractors, Lowe's will comply with such affirmative steps.

Further Information – Profit Negotiation

Attributes Question # 121. (Information related to profitability)

Lowe's will offers a large inventory of products in various categories, and it offers a discount off shelf pricing on these products if award this Contract. Lowe's may not be able to perform profitability analysis on each product, and will only provide to the extent feasible and required by law.

Further Information – Subcontractors

Attributes, Question # 124 (Applicability to Subcontractors).

Lowe's uses third party independentcontractors to perform ancillary services for Lowe's during the normal course of business on a daily basis. These ancillary services may include, but are not limited to, appliance decommissioning, product delivery, andjanitorial services for Lowe's stores, and are provided to Lowe's on an ongoing basis through pre-existing andestablished business relationships.

Lowe's does not consider the use of any of these ancillary services to trigger any subcontractor-specific or subcontractor approval requirements for this supply contract.

Addendum A-1
to
Exhibit B, Administration Agreement ("Agreement")
Between Lowe's Home Centers, LLC (Lowe's)
and
OMNIA Partners, Public Sector, Inc. (OMNIA)
for
RFP 24-08
Maintenance, Repair and Operations (MRO) Supplies & Related Services

By awarding the above referenced project to Lowe's Home Centers, LLC, OMNIA Partners, Public Sector, Inc. (OMNIA) agrees that this Addendum will become a part of the Agreement. This Addendum and the Agreement collectively form the agreement between OMNIA, and Lowe's. With respect to any inconsistencies between the Agreement and this Addendum, this Addendum shall govern.

The following changes are made to the Administration Agreement:

Further Information– Administration Agreement, Clause 6

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, harmless from any third-party liability that may arise from the negligent acts ~~or omissions~~ of Supplier in connection with the Master Agreement.

Further Information– Administration Agreement, Clause 11

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. ~~Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects~~. OMNIA Partners, acknowledges that Lowe's proprietary indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, OMNIA Partners must enter into a separate Licensing Agreement with LF, LLC. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

Further Information– Administration Agreement, Clause 15

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners, sole discretion, reserves the right to compare Participating Public Agency records with Contract

Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, receives such report. In addition, OMNIA Partners, may engage a third party to conduct an independent audit of Supplier's monthly reports. ~~In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, at the location designated by OMNIA Partners.~~ In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13~~, and reimbursement of OMNIA Partners, costs and expenses related to such audit~~.

Further Information– Administration Agreement, Clause 19

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA
Partners 5001
Aspen Grove

Franklin, TN 37067

Attention: Legal Department - Public Sector Contracting

B. Supplier:

Lowe's Home Centers, LLC
1000 Lowe's Blvd.
Mooresville, NC 28117
Attention: VP PROServices, Pro & Services Mgmt.

With copy to; same address above

Attention: EVP Chief Legal Officer and Corporate Secretary

Further Information– Administration Agreement, Clause 23

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions.~~ provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee~~

24-08 Addendum 4
Lowe's Home Centers, LLC
Lowe's Companies, Inc.
Supplier Response

Event Information

Number:	24-08 Addendum 4
Title:	Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
Type:	Request for Proposal
Issue Date:	5/15/2024
Deadline:	6/27/2024 02:00 PM (CT)
Notes:	Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 30, 2024 at 10:00 am CST
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

Lowe's Home Centers, LLC Information

Contact: Lisa Lisa Minton
Address: 1000 Lowe's Blvd
Mail Code PRO21
Mooresville, NC 28117
Phone: (980) 287-6417
Email: LISA.C.MINTON-1@LOWES.COM
Web Address: Lowes.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Steffani McLean
Signature

Steffani.McLean@Lowes.com
Email

Submitted at 6/27/2024 09:57:56 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

RFP 24-08 Appendix B - Terms and Conditions Acceptance Form and Addendum A and A-1.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Acknowledgment and Acceptance of Region 4ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Antitrust Certification Statements

Antitrust Certification Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Form 1295.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

RFP 24-08 Market Basket

24-08 _MarketBasket_2024_06_10.xlsx

Please complete the OMNIA Partners - Market Basket, located on the Attachments tab, and upload the completed documents here.

Value Add

Additional Information for Attributes.pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Submit FEIN and Dunn & Bradstreet report. Dunn & Bradstreet.pdf

Upload FEIN and Dunn & Brandstreet report here.

Diversity Program Certifications *No response*

If there are any diversity programs, provide a copy of their certification.

Minority Women Business Enterprise Certification *No response*

Please upload Minority Women Business Enterprise Certification if applicable.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification *No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Historically Underutilized Business (HUB) Certification *No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone) *No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder *No response*

Please upload other recognized diversity certificate holder if applicable.

Additional Agreements Offeror will require Participating Agencies to sign. *No response*

Upload any additional agreements offeror will require Participating Agencies here.

OMNIA Partners - Exhibit F Federal Funds Certifications Exhibit F - Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance Exhibit G New Jersey Business Compliance.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

MRO Addendum MRO Addendum 1 and 2.pdf

Bid Attributes

1	**Oral Communication** Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. ☑ I have read and agree.
2	**Scope of Work** Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.
3	**Terms and Conditions** Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.

4 **Products/Pricing - Upload on Response Attachments Tab**

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

5 **Is pricing available for all products and services?**

☐ Yes

☑ No

6 **Shipping Costs**

Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees.

(1) Lowe's offers standard parcel shipping and free standard shipping for orders totaling $45 or more - (2) Lowe's does not charge for retail location pickup (3) Lowe's offer Lowe's truck delivery to our customers. Please review the Additional Information Document for Attributes.

7 **Warranty Pricing**

Provide pricing for warranties on all products and services.

Lowe's Protection Plans are available for purchase on Major Appliances, Grills & Smokers, Outdoor Power Equipment, Power Tools, Heating & Cooling, Small Appliances, Plumbing and Waters Heaters. Please review the Additional Information Document for Attributes.

8 **Describe any return or restocking fees.**

Lowe's does not charge any fees for returns except special orders product canceled after 72 hours from purchase are subject to a 20 % restocking fee. Please review the Additional Information Document for Attributes.

9 **Describe any installation charges and when they are applicable.**

Lowe's will do normal hookup of appliances, but no installation will be allowed by a licensed contractor.

10 **Discounts or Rebates**

Describe any additional discounts, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Lowe's offers Volume Savings Program for order over $1,500 instore or online. If utilizing a Lowe's Commercial Account or Lowe's Pro Account a 5% discount at point of sale. An annual rebate based on the agencies spend. Please review the Additional Information Document for Attributes.

11 **Verification of Contract Pricing**

Describe how customers verify they are receiving Contract pricing.

Lowe's will be offering an annual rebate per attribute 10. The customer will receive an 5% discount at point of sale when utilizing a Lowe's Commerical or Lowe's Pro Account.

12 **Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.**

Lowe's does not charge any fees pertaining to accepting an credit card or P-Cards. Lowe's does offer several credit plans to help assist OMNIA Partners agencies in their purchasing needs. Please review the Additional Information Document for Attributes.

13 **Frequency of Pricing Updates**

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Lowe's will be offering 5% off retail price when utilzing an Lowe's Commercial Account or Lowe's Pro Supply Account. The Marketbasket pricing will be held for 12 months.

14 **Describe how future product introductions will be priced and align with Contract pricing proposed.**

Any future product introductions will be priced a retail price or promotional pricing and will not be added to contract pricing market basket.

15 **Not to Exceed Pricing**

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.

16 **Proposed category discounts should remain the same for at least a minimum of the first 12 months after the contract award. All pricing must be verifiable and auditable from the date of the contract award.**

17 **Federal Funding Pricing**

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

☑ Agree

☐ Disagree

18 **Appendix D, Exhibit A, OMNIA Partners Response for National Contract**

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

19 **Appendix D, Exhibit B, OMNIA Partners Administration Agreement**

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

20 **Appendix D, Exhibits F and G**

Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

21 **Describe how Offeror responds to emergency orders.**

Lowe's opens the Command Center to serve our customers during their time of need. Please review the Additional Information Document for Attributes.

22 **What is Offeror's average Fill Rate?**

95% YTD

23 **What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**

95% YTD

24 **Describe Offeror's return and restocking policy.**

Yes, Lowe's has a return and restocking policy. Please visit https://www.lowes.com/l/help/returns-policy for more information and review the Additional Information Document for Attributes for Attribute 8.

25 **Describe Offeror's ability to meet service and warranty needs.**

Exceptional Service and if we can't repair it, we'll help you replace it with a new product. Please visit https://www.lowes.com/l/help/lowes-protection-plan to review our plans and services in more detail.

26 **Describe Offeror's ability to provide on-site and/or online training and education programs/seminars.**

Lowe's sales team can work with agencies interested in training on an as needed basis either on site or online.

27 **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Lowe's has an dedicated email and hotline to assist our government customers with any issues. Please review the Additional Information Document for Attributes.

28 **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Lowe's does not charge any fees pertaining to accepting an credit card or P-Cards. Lowe's does offer several credit plans to help assist OMNIA Partners agencies in their purchasing needs. Please review the Additional Information Document for Attributes.

29 **Describe Offeror's contract implementation/customer transition plan.**

Lowe's will "grandfather" any agencies using the existing contract OMNIA Partners Region ESC 4 to the newly awarded contract with OMNIA Partners. Lowe's team will work with the Sales Teams to make sure they are trained on the newly awarded agreement.

30 **Describe the financial condition of Offeror.**

Please visit https://corporate.lowes.com/investors to review our annual report and other investor documentation. Please review the Additional Information Document for Attributes.

31 **Describe Offeror's ordering capabilities for Participating Public Agencies.**

Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality including the following features: product lookup, ability to set authorization limits, and ability to download order invoice history reports.

Lowe's offer online and ePRO options for your ordering capabilities. The features are product search, ease of use, product inventory view, purchase authorization limits, purchase history, reporting capabilities, etc. Please review the Additional Information Document for Attributes.

32 **Describe the Offeror's safety record.**

Lowe's take safety in our stores serious and have several programs in place. Please review the Additional Information Document for Attributes.

33 **Describe Offeror's green or environmental initiatives or policies.**

Today, we're proud to share Lowe's 20th annual corporate responsibility report, outlining our approach to sustainability and highlighting our goals, performance and progress to date. Our sustainability strategy focuses on three pillars: Our People & Our Communities, Product Sustainability and Operational Excellence. Please review the Additional Information Document for Attributes.

34 **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Lowe's recognizes the importance of strengthening our bonds with the diverse communities we serve. Please review the Additional Information Document for Attributes.

35 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Lowes was established in 1946 and is based in Mooresville NC. For nearly 100 years, we've served customers by remembering we do so much more than sell products. Please review the Additional Information Document for Attributes.

36 **Describe Offeror's reputation in the marketplace.**

Lowe's has been around for 100 years serving the communities with product and helping during disasters. Please review the Additional Information Document for Attributes under Attribute 18

37 **Describe Offeror's reputation of products and services in the marketplace.**

Lowe's offers a wide variety of product in our stores and online to service our customer's needs. Lowe's offers delivery services and Lowe's Pro Protection Warranty Plans to help assistance our customers.

38 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are preforming in accordance with the contract.

Lowe's Pro Supply services our multi-family customers with a full line of product to serve their needs.

39 **Describe the experience and qualifications of key employees.**

Lowe's Strategic Account Managers, Sr. Strategic Account Managers and Director of Strategic Accounts have been working with agencies for over 20 years with Lowe's or other agencies. They will help the agency setup an Purchase Account, Lowes.com account and help with quotes when needed.

40 **Describe Offeror's experience working with the government sector.**

Lowe's has held several cooperative contracts and have experienced Strategic Account Managers to assist government agencies with their purchasing needs.

41 **Describe past litigation, bankruptcy, reorganization, state investigations of entity/supplier or current officers and directors.**

Claims, suits and judgements occur in the normal course of business. Lowe's discloses material legal proceedings in its annual 10K report, the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at: https://www.sec.gov/edgar.shtml

42 **References**

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Lowe's has listed our references in Additional Information Document for Attributes.

43 **Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Lowe's offer Tool Rental in some of our stores. Please visit https://www.lowes.com/l/shop/rental for more information.

44 **Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

45 **Past Performance**

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

46 **Additional Investigations**

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

47 **Supplier Response**

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

48 **Brief history and description of Supplier to include experience providing similar products and services.**

Lowe's has been in business for nearly 100 years working with PRO and Government Agencies to help provide items needed for maintenance, repair and operational needs.

49 **Total number and location of salespersons employed by Supplier.**

Lowe's employs over 300,000 associates across our organization to make sure we have the right product and price for your agencies.

50 **Number and location of support centers (if applicable) and location of corporate office.**

3 Call Support Centers (Wilkesboro, NC - Albuquerque, NM - Indianapolis, IN and the corporate office in Mooresville, NC

51 **Annual sales for the three previous fiscal years.**

$86377000

52 **Annual sales for the three previous fiscal years.**

$97059000

53 **Annual sales for the three previous fiscal years.**

$96250000

54 **Indicate if supplier holds any certifications and include proof of such certification.**

Minority Women Business Enterprise

☐ Yes

☑ No

55 **If yes, list certifying agency:**

No response

56 **Indicate if supplier holds any certifications and include proof of such certification.**

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

☐ Yes

☑ No

57 **If yes, list certifying agency:**

No response

58 **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business (HUB)

☐ Yes

☑ No

59 **If yes, list certifying agency:**

No response

60 **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes

☑ No

61 **If yes, list certifying agency:**

No response

62 **Indicate if supplier holds any certifications and include proof of such certification.**

Other recognized diversity certificate holder

☐ Yes

☑ No

63 **If yes, list certifying agency:**

No response

64 **Contractor Relationships**

List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Lowe's will not be offering any contractor services under this contract.

65 **Describe how supplier differentiates itself from its competitors.**

Our Strategy, Our Business, Executive Leadership, Our People, Our History and Our Communities. Please review the Additional Information Document for Attributes.

66 **Felony Conviction Notice**

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☑ publicly held corp. & reporting is not applicable

☐ not owned/operated by who has felony conviction

☐ is owned or operated by an individual(s) who has

67 **Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

Lowe's has not had any debarment or suspension actions

68 **Distribution, Logistics**

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Lowe’s stores stock tens of thousands of unique products and have thousands more available by Special Order – offering everything customers need to build, beautify and enjoy their homes including appliances, tools, hardware, paint and building materials. Lowe’s will meet your supply needs. Please review the Additional Information Document for Attributes.

69 **Distribution**

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Lowe's offers a walk-in solution, On-Line and eProcurement Solutions to help customers with their purchases. Please review the Additional Information Document for Attributes.

70 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

71 Distribution

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

A price file will be loaded under their account so they will receive the market basket pricing. When utilizing a Lowe's Commercial Account or Lowe's Pro Supply account the agency will receive an 5% discount at point of sale.

72 Logistics

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

Lowe's could parcel ship by UPS, USPS or FEDEX. Lowe's Delivery Team and 3rd Party Delivery Teams.

73 Logistics

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

Lowe’s has over 1,700 stores location in the United States to serve our customer needs. Agencies are able to view Lowe’s retail stores/storefront locations by visiting the following website: www.lowes.com/store/ Please review the Additional Information Document for Attributes.

74 Marketing and Sales

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier’s primary go to market strategy for Public Agencies to supplier’s teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

Please review the Additional Information Document for Attributes.

75 **90-day Plan**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  •OMNIA Partners standard logo;
  •Copy of original Request for Proposal;
  •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  •Summary of Products and pricing;
  •Marketing Materials
  •Electronic link to OMNIA Partners' website including the online registration page;
  •A dedicated toll-free number and email address for OMNIA Partners

Please review the Additional Information Document for Attributes.

76 **Transition**

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Lowe's will "grandfather" any agencies using the existing contract OMNIA Partners Region ESC 4 to the newly award contract with OMNIA Partners. Lowe's hold an NASPO ValuePoint and E&I Cooperative Services Cooperative Contracts.

77 **Logo**

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

78 **Sales**

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes
☐ No

79 **Training**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes
☐ No

80 **Responsibility**

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

The key personnel are outlined in the Additional Information Document for Attributes.

81 **Sales Force**

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please review Additional Information for Attributes on page 33 section H

82 **Implementation**

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Please review Additional Information for Attributes on page 34 section J

83 **Program Management**

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Please review Additional Information for Attributes on page 34 section J

84 Supplier's Customer List

State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Please review Additional Information for Attributes on page 34 section L

85 System Capabilities and Limitations

Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Lowe’s on-line Lowes.com and eProcurement platforms will accept any payment tender such as: P-Cards. Lowe’s Commerical Accounts and Lowe’s Pro Supply Account.

86 Projected Sales Year One

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$120000000

87 Projected Sales Year Two

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$125000000

88 Projected Sales Year Three

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$130000000

89 Any portion of the response that should not be available on the website should be included on Appendix B Terms & Conditions Acceptance Form.

90 Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.

Our Sales Team will always review any requirements needs with our corporate team to make sure we are always serving our agencies in the best possible way.

91 General Terms and Conditions

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

92 **Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☐ Non-Felon - person/owner IS NOT a convicted felon

☑ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

93 **Name of Felon and Nature of Felony, if applicable**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

94 **Criminal History Records Review of Certain Contract Employees**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

95 **Historically Underutilized Business (HUB) Certification**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

☑ OPTION A

☑ OPTION B

96

Disclosure of Interested Parties

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:
• a sponsored research contract of an institution of higher education;
• an interagency contract of a state agency or an institution of higher education;
• a contract related to health and human services if:
• the value of the contract cannot be determined at the time the contract is executed; and
• any qualified vendor is eligible for the contract;
• a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
• a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
• a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

☑ I certify compliance with this attribute.

97

Conflict of Interest Questionnaire

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

98

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the “Respondent Companies”), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

99

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

100

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

101

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a “company” within the definitions of Section 2274.001(2) of the Tex. Gov’t Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

102

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause.”

☑ I certify compliance with this attribute.

103

Open Records Policy

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

☑ OPTION A - No proprietary information

☐ OPTION B - Proprietary information marked

104

Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

105

Contracting Information

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

106

Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

107

Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

108	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.

109	**Federal Rule (C) - Equal Employment Opportunity** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

110

Federal Rule (D) - Davis Bacon Act/Copeland Act

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

☑ I certify compliance with this attribute.

111

Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

*Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

☑ I certify compliance with this attribute.

112

Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

*Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

☑ I certify compliance with this attribute.

113	**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
114	**Federal Rule (H) - Debarment and Suspension** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

115	**Federal Rule (I) - Byrd Anti-Lobbying Amendment** **(I)** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. *Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:* *(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.* *(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.* *(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.* *This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.* ☑ I certify compliance with this attribute.
116	**Federal Rule (J) - Procurement of Recovered Materials** **(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. *Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.* ☑ I certify compliance with this attribute.

117	**Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment** **(K)** ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system. ☑ I certify compliance with this attribute.
118	**Federal Rule (L) - Buy American Provisions** **(L)** As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act. Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. *"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.* ☑ I certify compliance with this attribute.
119	**Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds** When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. ☑ I certify compliance with this attribute.

120

Federal Rule - Federal Record Retention

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

121

Federal Rule - Profit Negotiation

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

122

Federal Rule - Solid Waste Disposal Act

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

123

Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

☑ I certify compliance with this attribute.

124

Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

125

Compliance with the Energy Policy and Conservation Act

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

126

Indemnification

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

127

Excess Obligations Prohibited

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

128

Suspension and Debarment

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

129	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

Additonal Information for Attributes

Attribute 6 – Shipping Costs

Please visit https://www.lowes.com/l/help/shipping-delivery for more information:

(1) Orders placed on the Offerors Website:

Standard Parcel Shipping
Standard: Delivery in one to seven business days.

Large & Bulky Item Shipping
Please allow seven to ten business days for delivery. Packages with one side longer than 105 inches, weight more than 150 pounds, or length, width, and height more than a total of 162 inches must be shipped using this method. If your item(s) are too large or heavy to ship via standard parcel shipping, we'll deliver them to the nearest main entrance of your home (or as close as possible for gated homes).

Processing Times
Processing times vary, based on the location of the distribution center where the item originates. Get the most accurate delivery estimate after putting the item in your cart.

FREE Standard Shipping Applies To:

- Orders totaling $45 or more before taxes, fees or shipping charges.
- Orders with items weighing less than 150 pounds (or 70 pounds for PO boxes and APO/FPO addresses) that meet standard weight or cube requirements.
- Orders shipping to a single address.

(2) Orders picked up at the retail store/storefront location:

Lowe's does not charge for orders picked up at our store locations. Please view the different ways to pickup merchandise at our over 1,700 Lowe's locations.

Take advantage of faster and easier pickup.

Our simple check-in process notifies our associates so that you get your order as fast as possible.

Curbside | In Store | Locker

How It Works

1 Order

Buy online and choose **Free Pickup** and your preferred method of communication. You'll receive an update as soon as your order is ready.

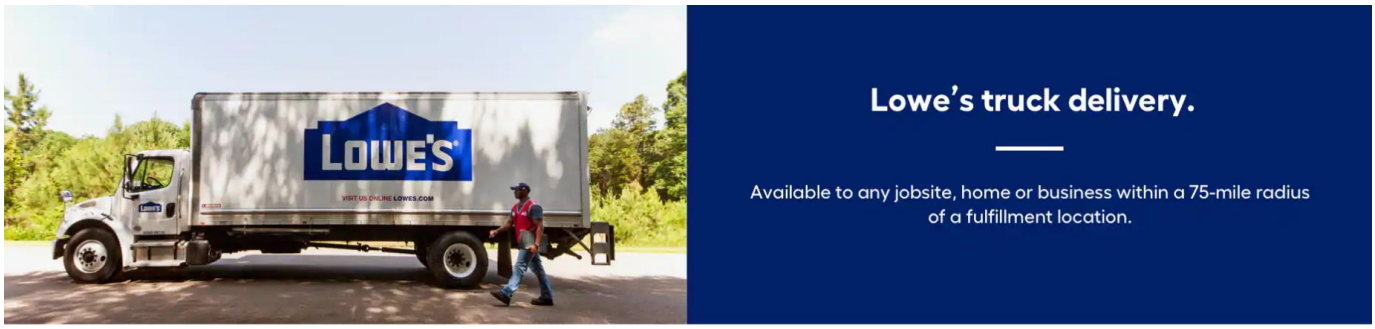
2 Head to the Store

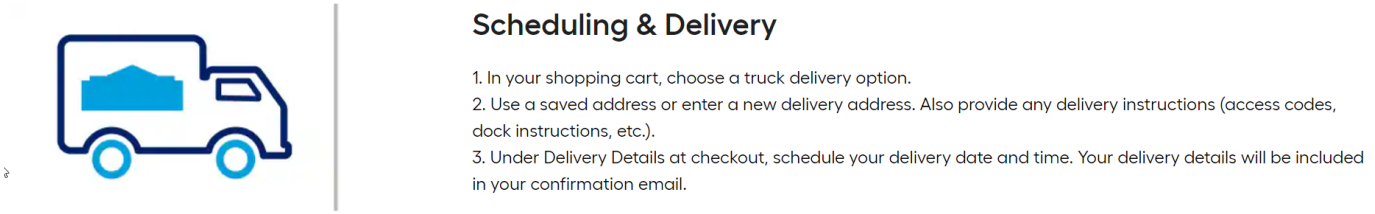
Before you head to the store, select **Check in** on your notification, then select **I'm on my way**. We'll have your order ready and waiting for you.

3 Pick Up

- In Store: Follow the store signs to your pickup zone and select **I'm here** to check in.
- Curbside: Park in the designated curbside area and select **I'm here** on your mobile device, and you'll get your order shortly.
- Locker: Follow the store signs to the locker and use your email or phone to scan your locker barcode.

(3) Orders delivered by supplier employees:



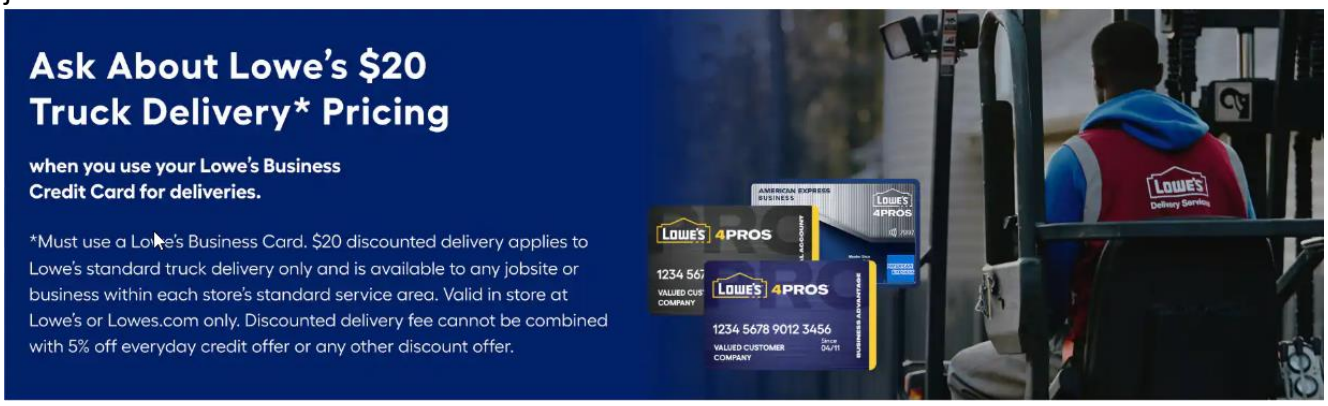


Sheetrock Delivery Labor

Used when sheetrock is hand-carried to specific locations within the jobsite. The recommended charge is $2 per sheet. In select stores, the Drywall Boom and Scatter program is offered to allow a vendor to deliver drywall to rooftops and other locations on the jobsite.

Shingle Delivery Labor

Used when shingles are hand-carried to specific locations (garage, second floor of a dwelling, etc.). The recommended charge is $1 per bundle. There aren't any additional charges if the load is placed at the jobsite.



We have the appliance selection, delivery options and services you need to make getting your new appliances easy. Haul away is an additional purchase. For Pros, haul away is included with product purchase only. Just add haul away at checkout.

Attribute 7 – Warranty Pricing

Please visit https://www.lowes.com/l/help/lowes-protection-plan and click ont he product icon to review the pricing. The cost is based on the price of the product and the number of years plan you purchase.

Lowe's Protection Plans

We Stand by Our Plans

Our plans stand up to the unexpected — the unforeseen. And when you break it down, it's a small price to pay for total peace of mind, especially when our plans pay you back.

Replacement Promise

Have a problem with your product that can't be fixed? We'll help replace it.

Parts and Labor

Covers the cost of parts and labor due to normal wear and tear after the manufacturer's warranty ends.

Power Surge Protection

Covers the cost of parts and labor in the event of a power surge.

Fix It or Replace It

Lemon or no lemon — if it needs four repairs, even for different defects, we'll help replace it.

Eligible for Protection

Major Appliances | Grills & Smokers | Outdoor Power Equipment | Power Tools | Heating & Cooling | Small Appliances | Plumbing | Water Heaters

Attribute 8 – Return and Restocking Fees:

Please visit https://www.lowes.com/l/help/returns-policy for more information.

Return It in Store or Ship It Back for online orders.

1. Check the order details for your item's **return eligibility**.
2. **Start a return online** to get an in-store return barcode or, for eligible items, a FedEx return label.
3. With your product and return barcode or receipt, make your way to the customer service desk at **your local Lowe's store** or, if you're shipping your return, to a FedEx drop-off location.

Return Policy

Lowe's is committed to partnering with you to achieve your home improvement goals.

If you're not completely satisfied with your Lowe's purchase, simply return the merchandise to any Lowe's store in the US.

Most new, unused merchandise can be refunded or exchanged with receipt within 90 days of the original purchase date, unless noted in our **Return Policy Exceptions**. If your purchase was made with a Lowe's Commercial Account (LCA), Lowe's Business Advantage (LBA), MyLowe's Rewards Credit Card, Lowe's Business Rewards (LBR), or Lowe's PreLoad Plus Mastercard® you have 365 days from the date of purchase to return the product, unless noted in our Return Policy Exceptions. All returns are subject to system approvals.

Returns with a valid proof of purchase will be exchanged or refunded to the original method of payment, except as set forth by the following:

Purchases made with:

- Lowe's Gift Card, refund card, merchandise card or in-store credit, or through a Lowe's branded storefront on a third-party marketplace will be refunded as in-store credit.

- Check will be refunded as in-store credit if within 3 days of purchase; if after 3 days, purchases may be refunded in cash or in-store credit as determined by refund verification systems. No refund will be provided if you have an outstanding bad check with Lowe's as determined by check verification systems.

- Lowe's Pay are credited back to the financing institution, which will handle the refund process with you directly. Purchases made with Lowe's Pay cannot be refunded to cash and/or in-store credit and do not qualify for Lowe's credit card Return Policy extensions.

- MyLowe's Money™ will be refunded to the digital wallet.

Special Order Configured Products Restocking Fee

Special Order configured products returned or canceled after 72 hours from purchase are subject to a 20% restocking fee. Must be returned to the store where the product was purchased. The restocking fee will be taxed in select states. This restocking fee applies to installed sales unless otherwise provided in your installation contract or right to cancel.

Attribute 10 – Discounts or Rebates:

Lowe's will offer the following to all agencies purchasing under the OMNIA Partners Purchasing Cooperative Agreement:

- 5% off everyday when utilizing an Lowe's Commerical Account or Lowe's Pro Account
- Annual Rebate when qualifying purchases reach:

Calendar Year Qualifying Purchase Amount Tier	$10,000.00 – $24,999.99	$25,000.00 – $49,999.99	$50,000.00 plus
Strategic Account Rebate	2% on Qualifying Purchases	4% on Qualifying Purchases	7% on Qualifying Purchases
Illustration	If Customer made $55,000.00 of Qualifying Purchases with Lowe's in a calendar year, Customer would qualify for a 7% Strategic Account Rebate which is equal to $3,850 (i.e. 7% * $55,000.00 = $3,850).		

a. Qualifying Purchases are purchases made in a Lowe's store, or Lowes.com, or with LPS, less any taxes, fees and returns. Qualifying Purchases exclude gift cards. As to Lowe's, Qualifying Purchases will only be tracked and eligible for Rebate if (1) Customer has completed the Lowes.com registration requirements, and (2) Customer utilizes an acceptable form of tender that Customer has registered under Customer's specific profile on the Lowes.com website It is the sole responsibility of the Customer to register and maintain ALL forms of tender (credit and debit cards).

b. Products and services that are eligible to count towards Qualifying Purchases are subject to change from time to time at the discretion of Lowe's and LPS.

c. Qualifying Purchases are for a calendar year starting January 1st and ending December 31st.

d. Annual Rebates will be paid by Lowe's on or before March 1st for the preceding calendar year.

Lowe's offers Paint Rewards to all PRO customers.

- 10% reward for every eligible dollar above $1,000 up to $2,999
- 15% reward for every eligible dollar above $3,000 up to $4,999
- 20% reward for every eligible dollar above $5,000
    - Please visit www.lowes.com/terms . Subject to change.
- Government customer must opt in to be eligible for the rewards on Lowes.com

Volume Savings Program through www.lowes.com on orders of $1,500 or more and can see the savings in the Order Summary Section. Please visit Online Order Quoting (lowes.com) for more information.

Attribute 12 – Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Lowe's Credit Plans:

Lowe's is committed to offering OMNIA Partners Participating Agencies the easiest, most convenient business credit program anywhere. Our business credit offers easy-to read itemized billing, secure online account management, customized account setup, employee spending control and a dedicated account representative.

Lowe's offers business credit programs for our Pro business customers: Lowe's Commerical Account (LCA), and Lowe's Pro Supply (LPS). The terms and conditions are pre-established and will be between the OMNIA Partners Particiapting Agencies who chooses to open an account with either Synchrony Bank or Lowe's Pro Supply.

Please visit https://www.lowes.com/l/Credit to learn more about the credit programs.

Lowe's does accept major credit cards as a form of tender on Lowes.com or in any Lowe's store. Lowe's does require a form of tender when presenting an purchase order at time of purchase.

LOWE'S PRO

Want the Flexibility to Pay and Earn Rewards?

Lowe's Business Rewards Card

- Use at Lowe's and everywhere American Express cards are accepted.
- Earn cash back for every eligible purchase made on the card.[*4]
- Earn 5% cash back on purchases at Lowe's for the first 6 months. 2% cash back after. New accounts only.[5]
- Approved card accounts are automatically saved to your Lowe's Pro Business Account Wallet to make it even easier to earn.[6]

*Cash back is received in the form of Lowe's Business Rewards points that can be redeemed for statement credits or select gift cards.

$0 Annual Fee

Want to Pay in Full With Extended Bimonthly Terms?

Lowe's Commercial Account

- Save 5% instantly in store and on Lowes.com with eligible purchases.
- Includes itemized transactions, SKU-level details, PO/job name and authorized buyer information.
- Includes billing upon delivery.
- Opt in for invoice PDFs delivered by email plus Net Payment Terms.
- Approved accounts are automatically saved to your MVPs Pro Wallet for even more ways to earn.[7]

Plus Extended Terms***

Receive two billing cycles to pay for new purchases.

Want to Prepay and Control Spending?

PreLoad Plus Mastercard[SM]

- No credit check[8] and no monthly fees.
- Shop at Lowe's and anywhere Mastercard® is accepted.
- Automatic rebates on fuel, dining and travel through Mastercard® Easy Savings™.
- Immediate funding available from your business checking account.

LOWE'S PRO

NEED A LOWE'S PRO SUPPLY ACCOUNT?

Get started now and click the link below to access the Online Application. There are two applications available:

- Government
- Non-government

Click To Apply

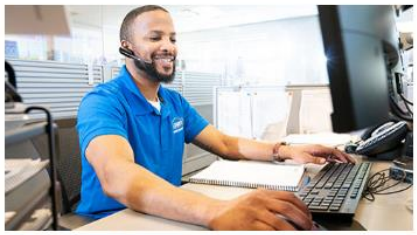
Request Account Increase

Account Self-Service Tips

Terms & Conditions

For additional questions, contact Account Services at 866-630-6747

At time of purchase, the agency making the purchase will receive an receipt with retail, promotional or volume savings program pricing depending on, if they walk in store or make the purchase on Lowes.com.



Fast and Easy Ordering

Order in person with your dedicated representative, on the phone, on your desktop, or on mobile. No matter where you are or what you're doing, ordering with Lowe's Pro Supply is lightning-fast and ultra-easy.

Extensive Assortment

With fully stocked MRO warehouses in 29 national markets and more supplies available from over 1,700 Lowe's stores, we have more of what you need. We have job-lot quantities of hard to find items, and a 98.6% fill rate, meaning you don't have to wait for "the shipment to get in" to get your job done.

At Your Service

Our dedicated account representatives visit your location in person, getting to understand your unique renovation and maintenance needs. Free renovation planning service, in-unit delivery, and complimentary takeoff service, are just a few ways we go the extra mile for our clients.

At time of purchase, the agency making the purchase will receive an receipt with retail, promotional or volume savings program pricing depending on, if they walk in store or make the purchase on Lowes.com.

Attribute 18 – Appendix D, Exhibit A, OMNIA Partners Response for National Contract.

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

3.1 Company

A. Brief History and Description of Supplier:

Founded in 1946 and based in Mooresville, NC., Lowe's supports the communities it serves through programs focused on creating safe, affordable housing and helping to develop the next generation of skilled trade experts.

For nearly 100 years, we've served customers by remembering we do so much more than sell products. Lowe's stock tens of thousands of unique products and have thousands more available by Special Order. We help people achieve the dreams they have for their homes and communities. From our humble small-town hardware beginnings to a FORTUNE® 100 company, that commitment to the bigger picture has never wavered.

As a purpose-driven company, The Lowe's mission is "together, deliver the right home improvement products, with the best service and value, across every channel and community we serve," and for us to achieve our mission.

Lowe's 20th annual corporate responsibility report, outlining our approach to sustainability and highlighting our goals, performance and progress to date. Our sustainability strategy focuses on three pillars: Our People & Our Communities, Product Sustainability and Operational Excellence. Lowe's is an active member of the Retail Industry Leaders Association (RILA), Business Roundtable and the National Retail Federation (NRF). We also collaborate with the (GC3), World Wildlife Fund (WWF) and the United States EPA's SmartWay, ENERGY STAR® and WaterSense® programs.

Members of Lowe's executive leadership team and the board of the Lowe's Foundation, an independent 501(c)(3), review and approve community grants for the Lowe's Hometowns and Lowe's Foundation programs, respectively. Nonprofit partnerships are also reviewed and approved by members of Lowe's executive leadership team.

Lowe's supports communities in a variety of ways, including financial grants, product donations, associate volunteerism and partnerships with nonprofits. Our approach includes engaging locally and listening and responding to communities in the ways that are needed most, such as preparing them for natural disasters and helping them recover. We have a special focus on our nation's veterans and active military community, first responders and under-resourced communities. The Lowe's

Foundation, an independent 501(c)(3), is focused on closing the skilled trades labor gap through the delivery of the Gable Grants program.

Education is at the heart of Lowe's call to improve the communities we serve. By helping schools and students in need, we're investing in the long-term success of our communities. We believe education is the cornerstone to building stronger and more sustainable communities and Lowe's is committed to providing the resources our schools and children need to succeed.

Please take time to review 2022 Corporate Responsibility Report at 2022 Corporate Responsibility Report (lowes.com)

Lowe's offers a similar agreement to educational agencies with an annual rebate and Lowes.com Volume Saving Program.

B. Total number and location of sales persons employed by Supplier:

Whether it's in one of our stores, through our contact and distribution centers or directly in a customer's home or at a job site, together our 300,000 employees help to provide the competitive advantage that sets Lowe's apart. Their belief in always giving their best and responding to the needs of customers, business partners and each other allows them to touch people's lives in a positive way.

The power of all of our employees united in a single purpose is a driving force for our company's success – success not measured in numbers alone but also by our collective ability to help people love where they live. Lowe's success is driven by the power of 300,000 employees united in a single purpose.

Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website: https://www.lowes.com/store/

Lowe's Strategic Account Managers for Government:
Lindsey Omohundro, Director Strategic Accounts
Michelle Halversson, Sr. Strategic Accounts Manager
Ron Manning, Strategic Account Manager, North
Jason Finch, Strategic Account Manager, South
Gary Turnage, Strategic Account Manager, West
Lisa Minton, Pro Compliance Manager

Lowe's has around 300 Pro Sales Managers in the field along with 80 Outside Sales Representatives to help support the OMNIA Partners Contract.

C. **Number and location of support centers and location of corporate office:**

Lowe's has over 1,700 locations across the United States to serve our customers needs.

Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website: https://www.lowes.com/store/

Lowe's corporate office is located at: 1000 Lowe's Blvd, Mooresville, NC 28117

D. **Annual Sales for the three previous fiscal years:**

2023 – $86,377M
2022 – $97,059M
2021 – $96,250M

To review our Annual Reports, please visit Corporate Responsibility Reports & Policies | Lowe's Corporate (lowes.com)

FEIN: 56-0748358
D&B: 018810275

E. **Describe any green or environmental initiatives or policies:**

Our mission – together, deliver the righ home improvement products, with the best service and value, across every channel and community we serve – guides us and is carried out by our sustainability strategy and vision statements.

Today, we're proud to share Lowe's 20th annual corporate responsibility report, outlining our approach to sustainability and highlighting our goals, performance and progress to date. Our sustainability strategy focuses on three pillars: Our People & Our Communities, Product Sustainability and Operational Excellence.

Awards & Recognition

Member of Dow Jones Sustainability Indices Powered by the S&P Global CSA

Lowe's was recently included in the Dow Jones Sustainability Indices

BARRON'S

Barron's names Lowe's as one of the top 100 most sustainable companies in the U.S.

FTSE4Good

Lowe's recognized as a top company in sustainability practices by FTSE4Good

OUR PEOPLE & OUR COMMUNITIES

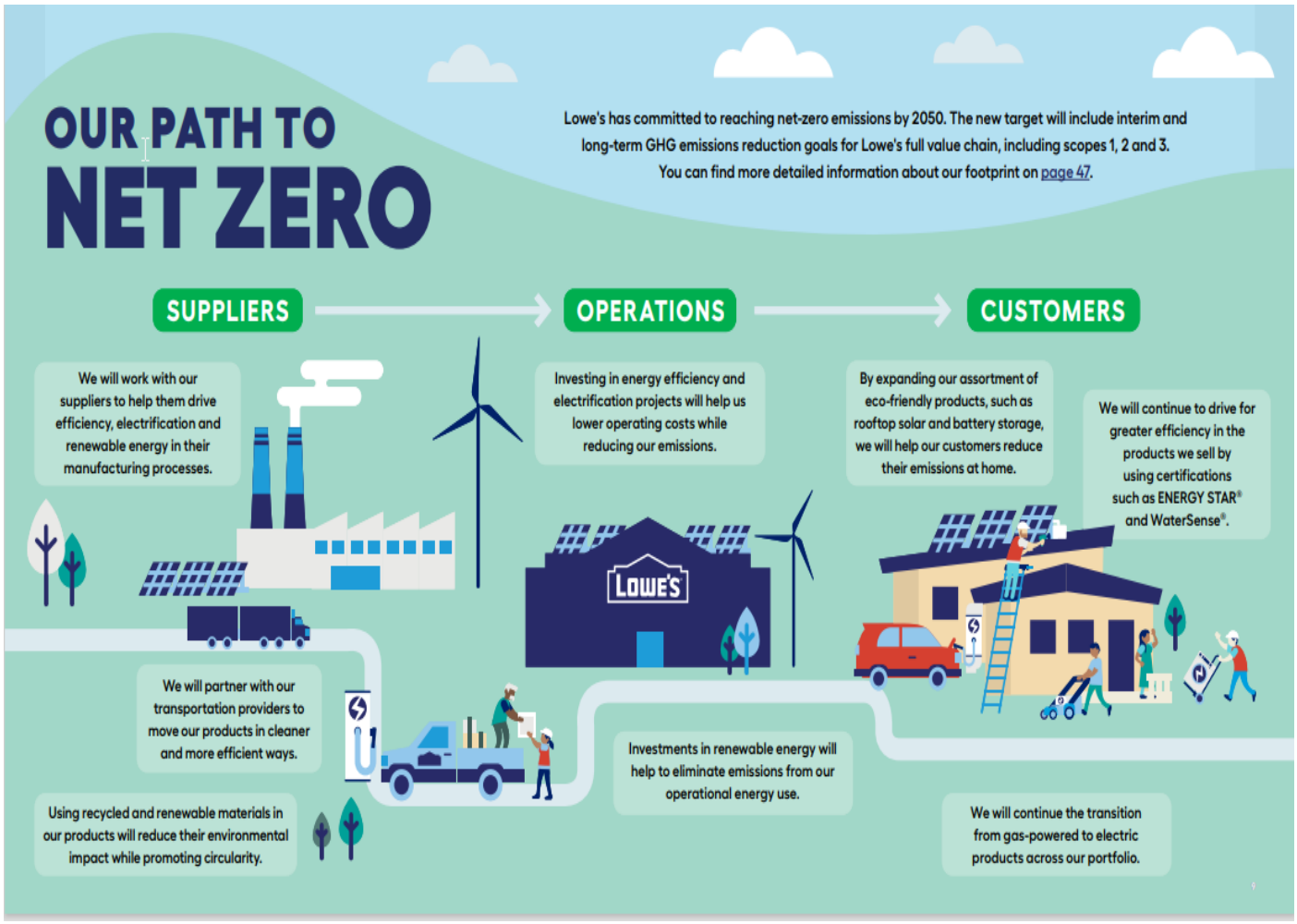
Topic	Why It's Important	Key Stakeholders: Associates	Suppliers	Customers	Planet	Communities	Shareholders
Workplace Safety	Strong safety practices protect our people while reducing claims and lost productivity.	✓		✓			✓
Organizational Culture & Management	Creating a strong sense of belonging within our operations drives engagement and helps associates better serve our customers and communities.	✓		✓		✓	✓
Diverse & Inclusive Workplace	Increased diversity drives better ideas, positive business results and a greater connection with the communities we serve.	✓	✓	✓		✓	✓
Associate Health & Well-being	Engaged and healthy associates are more productive, miss less work, provide better service and have longer tenure with the company.	✓				✓	✓
Talent Acquisition, Development & Retention	Our associates are our greatest strength, and strong associate development programs help us attract and retain the best talent in the industry.	✓		✓		✓	✓
Community Engagement & Support	Strong, vibrant communities help us attract new talent, sustain our business and provide great places for our associates and their families to live.	✓				✓	✓

OPERATIONAL EXCELLENCE

Topic	Why It's Important	Key Stakeholders: Associates	Suppliers	Customers	Planet	Communities	Shareholders
Climate Change, Energy & Emissions	Investing in energy efficiency and renewable energy lowers operating costs while protecting the environment for future generations.	✓	✓	✓	✓	✓	✓
Waste Management	Reducing operational waste decreases costs and reduces the environmental impact of our operations.	✓	✓	✓	✓	✓	✓
Governance	Effective governance delivers better business results and improves public reputation.	✓	✓	✓			✓
Ethics	Operating ethically is the foundation of being a responsible business and a good corporate citizen.	✓	✓	✓		✓	✓
Compliance	Promoting compliance throughout the business builds brand trust and customer loyalty.	✓	✓	✓			✓
Cybersecurity & Data Privacy	Strong data security and privacy practices prevent financial and reputational loss for customers, associates and our company.	✓	✓	✓			✓
Business Resilience	Preparing for the unknown reduces risks and increases stakeholder confidence.	✓	✓	✓		✓	✓

PRODUCT SUSTAINABILITY

Topic	Why It's Important	Key Stakeholders: Associates	Suppliers	Customers	Planet	Communities	Shareholders
Supplier Social & Environmental Practices	Protecting workers and communities where our products are sourced and manufactured upholds our responsible sourcing commitments.	✓	✓	✓	✓	✓	✓
Natural Resources	Promoting supply chain continuity while improving the environment for future generations is paramount to our business practices.	✓	✓	✓	✓	✓	✓
Product Responsibility	Providing safe and environmentally friendly products helps us drive more sustainable outcomes in our customers' homes.	✓	✓	✓	✓	✓	✓


OUR PATH TO
NET ZERO
Lowe's has committed to reaching net-zero emissions by 2050. The new target will include interim and long-term GHG emissions reduction goals for Lowe's full value chain, including scopes 1, 2 and 3. You can find more detailed information about our footprint on page 47.
SUPPLIERS
OPERATIONS
CUSTOMERS
We will work with our suppliers to help them drive efficiency, electrification and renewable energy in their manufacturing processes.
Investing in energy efficiency and electrification projects will help us lower operating costs while reducing our emissions.
By expanding our assortment of eco-friendly products, such as rooftop solar and battery storage, we will help our customers reduce their emissions at home.
We will continue to drive for greater efficiency in the products we sell by using certifications such as ENERGY STAR® and WaterSense®.
LOWE'S
We will partner with our transportation providers to move our products in cleaner and more efficient ways.
Investments in renewable energy will help to eliminate emissions from our operational energy use.
Using recycled and renewable materials in our products will reduce their environmental impact while promoting circularity.
We will continue the transition from gas-powered to electric products across our portfolio.

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Please vist [Product Sustainability & Value Chain | Lowe's Corporate (lowes.com)] to review more information.

F. **Describe any diversity programs or partners supplier does business with and how Particpating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications:**

At Lowe's, we recognize the importance of strengthening our bonds with the diverse communities we serve. To advance these efforts, Lowe's gives back to our communities and partners with community leaders to deliver value to our customers.

We dedicated more than $150 million to support our communities in fiscal year 2020, including more than $100 million in pandemic-related relief. The COVID-19 support includes $55 million in grants to deliver much-needed financial assistance to rural, minority-owned and women-owned small businesses. Lowe's also donated essential protective products to help small and minority businesses reopen and keep medical professionals on the frontlines safe and healthy.

Lowe's has established meaningful and thoughtful partnerships with local communities. We continually strive to better understand the needs and concerns of our team members and the communities where we live, work and play.

Our Supplier Diversity program is uniquely positioned to provide positive economic impact to small and diverse-owned businesses. We are committed to delivering economic benefits by ensuring the inclusion of diverse suppliers. We know small and diverse businesses play an integral role in stimulating their local economies. These relationships are symbiotic because both the suppliers and Lowe's will reap the benefits of diversity. As a result of the COVID-19 pandemic, many small businesses faced unprecedented hardship. Through Making It... With Lowe's, an initiative focused on new product development from minority, women, veteran, service-disabled veteran, disability, and LGBTQowned businesses, and our small business grants, we have been able to provide much-needed support to our communities during these challenging times. Small and diverse businesses are vital to the survival of local economies, and local economies are important to the economic empowerment of people of all backgrounds.

Lowe's partners with accredited organizations and agencies to forge mutually beneficial relationships across industries and within communities. Our partnership framework is tied to our core pillars of building talent, fostering an inclusive culture, and driving business results.

We continue to remain proactive in identifying and driving new partnerships with organizations that align with the overall Lowe's culture and mission. These partnerships allow us to better support our associates in creating learning opportunities and furthering our mission of inclusion.

LOWE'S PRO

OUR APPROACH

Talent

Build a workforce that can provide the best for ALL of our customers and understand how to best meet their needs

Culture

Foster an inclusive culture that unleashes the unique abilities and talents of our full workforce to serve and support our customers and community

Business

Ensure we provide better and more diverse services and solutions resulting in strong business outcomes and investments into our communities

WE ARE HONORED

TO BE RECOGNIZED BY LEADING VOICES IN THE DIVERSITY AND INCLUSION SPACE

FORTUNE WORLD'S MOST ADMIRED COMPANIES 2020

2020 Fortune's World's Most Admired Companies

BEST PLACES TO WORK 2020 for LGBTQ Equality 100% CORPORATE EQUALITY INDEX

2020 Human Rights Campaign Best Places to Work For LGBTQ Equality

DEI DISABILITY EQUALITY INDEX Best Place To Work For Disability Inclusion

2020 Disability:IN National Best Place to Work for Disability Inclusion

BCVBE

Best Corporation for Veteran's Business Enterprises of the Year Award

:IN North Carolina

2020 Disability:IN Local North Carolina Best Place to Work for Disability Inclusion

2020 BEST DECADE SUPPLIER DIVERSITY

2020 Best of the Decade Supplier Diversity by Women's Enterprise USA and Minority Business News USA Magazines

VIB NETWORK Veterans in Business Networking for Success

2020 Battle Buddy Veterans in Business (VIB) Network

MILITARY FRIENDLY 2020 EMPLOYER · COMPANY · BRAND · SUPPLIER DIVERSITY PROGRAM

2020 Military Friendly Employer, Company, Brand and Supplier Diversity Program

BEST OF THE BEST 2020

2020 Best of the Best Top Veteran-Friendly Companies

BEST OF THE BEST 2020 Black Journal

2020 Best of the Best Top Employer and Top Supplier Diversity Program

BEST OF THE BEST 2020 HISPANIC network

2020 Best of the Best Top Employer and Top Supplier Diversity Program

BEST OF THE BEST 2020 Professional WOMAN'S magazine

2020 Best of the Best Top Employer and Top Supplier Diversity Program

BEST OF THE BEST 2020 DIVERSEability

2020 Best of the Best Top Disability-Friendly Company

LOWE'S PRO

OUR PARTNERSHIPS

A. <u>List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any listed which certifications subcontractors hold and certifying agency.</u>

Lowe's will not offering any services/installs under this agreement.

B. **Describe how supplier differentiates itself from its competitors:**

OUR STRATEGY

The Lowe's strategy is rooted in serving our customers. We're guided by our mission: Together, deliver the right home improvement products, with the best service and value, across every channel and community we serve.

OUR BUSINESS

Our team proudly serves approximately 16 million customer transactions per week in the United States. Lowe's operates over 1,700 home improvement stores and employs approximately 300,000 associates.

EXECUTIVE LEADERSHIP

Every organization needs a strong foundation. That's why we're proud of our exceptional executive and senior leadership team. Led by Chairman of the Board, President and CEO Marvin Ellison, this team works for our associates, customers and communities.

OUR PEOPLE

As we work to become the employer of choice in retail, we are committed to hiring, developing and retaining the best people by creating valuable career opportunities. Our goal is for our associates to view Lowe's as Home to Possibility, delivering good jobs, a sense of belonging and a promising future.

OUR HISTORY

Lowe's has grown from a small-town hardware store in North Carolina to one of the largest home improvement retailers in the world. We have a rich heritage of putting the people we serve at the heart of everything we do. This is our story.

OUR COMMUNITIES

Since 1921, Lowe's has put the communities we serve at the heart of what we do. Through our own set of community engagement initiatives and our continued partnerships with nonprofits across the country, we are mending neighborhoods, revitalizing community spaces, supporting communities when disaster strikes and developing a network of skilled tradespeople to continue those efforts for years to come. And we do this to make homes – and hometowns – better for all.

Please review Our Communities | Lowe's Corporate (lowes.com) to learn more about our Community Engagement with Lowe's Hometowns, Critical Home Repairs, Disaster Response, Military & Veteran Support and Skilled Trades Workforce Development efforts.

C. Describe any present or past litigation, bankruptcy or reorganization involving supplier:

Claims, suits and judgements occur in the normal course of business. Lowe's discloses material legal proceedings in its annual 10K report, the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at: https://www.sec.gov/edgar.shtml

D. Felony Conviciton Notice: Indicate if the supplier:

a. is a publicly held corporation and this reporting requirement is not applicable:
b. is not owned or operated by anyone who has been convicted of a felony;
   or
c. is owned or operated by and invidual(s) who have been convicted of a felony and provide the names and convictions

Lowe's has been a publicly held company since October 10, 1961. The Company's stock is listed on the New York stock exchange with shares trading under the symbol LOW.

E. Describe any debarment or suspension actions taken against supplier:

As of today, Lowe's has not been debared or suspension against the company.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Lowe's will be providing a price file for the collective list of high spend/volume products purchased by Omnia Partners, Public Sector members. The price file will be offered on www.Lowes.com and each Omnia Partner member will need to setup an account for the price file to be uploaded for their purchasing needs. Lowe's will review the catalog pricing every year to assure it is compliant. However, if market conditions or tariff increases, etc. are imposed on Lowe's then Lowe's will review catalog pricing earlier to see if any increases are necessary to the catalog price file. Omnia Partners and Region 4 will be notified of any changes before they will take affect.

Lowe's will also offer a walk-in solution for all other products not listed on the price file to accommodate every item you can purchase at our local Lowe's store. When utilizing their Lowe's Commerical Account or Lowe's Pro Supply Account they will receive 5% discount at point of sale.

Lowe's stores stock tens of thousands of unique products and have thousands more available by Special Order – offering everything customers need to build, beautify and enjoy their homes including appliances, tools, hardware, paint and building materials. Lowe's will meet your supply needs.

Get What you Need, When You Need It

At Lowe's we've learned a lot about business customers since we began in 1946. Our services are designed to help you save time and money and make your agency run smoother.

- Typical Store hours are as follows:
- Monday – Thursday: 7am – 9pm

- Friday & Saturday: 7am – 10pm
- Sunday: 9am – 6pm

- Lowe's will offer a dedicated email support mailbox for Omnia Partners customers at GovernmentSupport@lowes.com.
- A dedicated Omnia Partners Hotline is put in place - Hours 8am – 5pm EST, 1-888-310-7791
- Customer Care Line for Customer Support, closest store location and hours: 1-800-445-6537
- Order on-line and pick up in store, have Lowe's deliver or select parcel shipped to your location

For emergency orders, Lowe's will do everything possible to accommodate the urgency and product needed to take care of the agency needs.

Lowe's has over 1,700 local store locations and 16 distribution centers to assist your purchasing needs. Please see the attached list of Lowe's stores and distribution centers.

Our Strategic Account Managers and Outside Sales Representatives provide comprehensive training for our Pro Sales Managers and local stores on the value of the Omnia Partners contract and how to assist Omnia Partner members with their procurement needs.

Lowe's will contact any agency within 24 hours to handle any customer service, invoicing or delivery issues or concerns.

Training and Support:

The Omnia Partners contract will be managed by the Strategic Account Managers and Outside Sales Representives by Lowe's Home Centers, LLC. All contract compliance, negotiations; order processing, reporting and administrative payments will be handled by corporate personnel at our Mooresville, NC location.

Our Corporate Team, responsible for Pro Sales and Government Sales as well as comprehensive customer and store support, is closely linked to our team in the field and stores to manage the same process. Upon award, a corporate communication through multiple channels would be distributed to all Regional Sales Directors, Market Directors, Field Directors, Pro Sales Managers of Pro Sales and in-store Pro Sales Specialist that would include:

- ✓ Contract terms and conditions
- ✓ Procedure to process incoming orders and execute pre-negotiated pricing for Omnia Partner members
- ✓ A list of all current Omnia Partner members to support proactive marketing of the contract throughout all local markets across the country.
- ✓ Lowe's distribution centers and local stores to ship orders in a timely matter

In addition, Lowe's personnel will be trained to offer the Omnia Partner contract to eligible agencies that are not currently members of Omnia Partners, that may benefit from this type of acquisition vehicle. It is understood that Omnia Partner personnel will be available to Lowe's representatives to help explain the membership process to prosepective members.

Lowe's eProcurement

CONNECT WITH LOWE'S TODAY

Whether you have an eProcurement or an Enterprise Resource Planning (ERP) system, our team will partner with you to help achieve your cost reduction and order efficiency goals. We can connect your system to one or more of our integrated solutions, while managing an on-boarding process to help meet your go-live date as well as drive user adoption. Lowe's completes all integrations utilizing the latest technology:

Catalog
cXML, PunchOut

Purchase Orders
cXML, EDI 850, Flat File, Email

Invoices
cXML, 810, CSV, TXT

Communication Methods
Value Added Network (VAN), AS2, FTP, HTTPS

WHY LOWE'S?

Expanded Online Catalog
Get access to over 500,000 SKUs online.

Purchase History
View order status including past orders.

Custom Catalog
Assign specific products based on unique factors to individual users on PunchOut.

Orders & Fulfillment
Choose from truck delivery, free standard parcel shipping or buy online and pick up in store.

Government & State Contracts
Specific contract details and pricing are always displayed.

Support
A dedicated eProcurement sales team member will assist you every step of the way.

SUPPORTED PLATFORMS

These are just some of Lowe's supported platforms. Contact the eProcurement team to find out if your platform is supported.

To learn more about Lowe's eProcurement solutions, please contact us at **eProSupport@lowes.com**

B. Describe how supplier proposes to distribute the product/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Lowe's has over 1,700 stores nationwide to pickup materials, have Lowe's deliver or have parcel shipped.

Each agency will need to register with Omnia Partners at: https://www.omniapartners.com/publicsector to become a member and utilize the contract at any Lowe's store in the U.S.

Any agency utilizing the catalog price file online, needs to set up an account on www.Lowes.com and select the OMNIA Partners Contract to purchase under or if they have an existing account, they will need to email GovernmentSupport@Lowes.com to have the file linked for their purchasing needs.

Lowe's eProcurment – The agency will need to email eProSupport@lowes.com to set up their account and link the catalog price file and discount structure.

Lowe's and Omnia Partners, Public Sector will partner together to actively market the awarded contract so all eligible agency will be aware and can take advantage of the contract.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Audit/Compliance:

Lowe's will review catalog pricing every year to assure it is compliant. However, if market conditions or tariff increases, etc., are imposed on Lowe's then Lowe's will review catalog pricing earlier to see if any increases are necessary to the catalog price file. Omnia Partners and Region 4 will be notified of any changes before they will take affect.

To receive the annual rebate the agency will need to store their tender in their wallet under their profile, so we can track the sales and issue the rebate in March of the following year.

Each month, Lowe's will submit reporting to Omnia Partners, Public Sector to review the agencies making purchases on the contract.

Walk-In Benefits:

- Receive a 5% discount at time of purchase on 40,000+ stock products plus special order items at any one of our 1,700+ store locations nationwide when presenting your Lowe's Commercial Account or Lowe's Pro Supply Account.

How To Purchase – Walk-in:

- Lowe's walk-in procurement solution was created as a fast, convenient way for customers to use our Omnia Partners contract. Customers can check out through any cashier attending register in the store.
- All sales will be tracked for the annual rebate by storing your tender in your wallet under your profile in www.lowes.com.

On-Line Benefits:

- Lowe's will offer the price catalog on www.lowes.com under the OMNIA Partners Contract
    - Set price file

- **How To Purchase – On-line:**
    - Customers will place their order by logging into their www.lowes.com account
    - Customer will need to email GovernmentSupport@Lowes.com to have the price file and category discount linked for their purchasing needs.
    - Orders will be fulfilled by the local stores or fulfillment distribution centers
    - Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe's Delivery Truck

eProcurement Benefits:

- eProcurement customers can purchase from Lowe's utilizing our Lowes.com catalog.
    - Set price file

- **How To Purchase – eProcurement:**
    - Customers will place their order by logging into their www.lowes.com eProcurement account
    - Customer will need to email **eProSupport@lowes.com** to have the price file for their purchasing needs.
    - Orders will be fulfilled by the local stores or fulfillment distribution centers
    - Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe's Delivery Truck

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

- Lowe's will use their Lowe's delivery teams to deliver the product.
- UPS or FEDEX will be used for parcel shipped items.
- Lowe's logistics partners will use their delivery teams to deliver the product.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Lowe's has over 1,700 stores location in the United States to serve our customer needs. Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website: www.lowes.com/store/

Lowe's Regional Distribution Facilities are located at:

	Name	Address	City	State	Postal Code
955	LOWE'S TEXAS RDC	955 LOWE'S LANE	MOUNT VERNON	TX	75457
960	LOWE'S NORTH CAROLINA RDC	711 TOMLIN MILL RD.	STATESVILLE	NC	28625
961	LOWE'S PENNSYLVANIA RDC	1201 KEYSTONE BLVD	MINERSVILLE	PA	17954
962	LOWE'S VALDOSTA, GA. RDC	1550 COMMERCE DRIVE	VALDOSTA	GA	31601
965	LOWE'S WYOMING RDC	2723 CHRISTENSEN ROAD	CHEYENNE	WY	82007
966	LOWE'S CALIF. RDC	3984 INDIAN AVENUE	PERRIS	CA	92571
990	LOWE'S OHIO RDC	12700 COUNTY ROAD 212	FINDLAY	OH	45840
992	LOWE'S INDIANA RDC	1301 WEST JFK DRIVE	NORTH VERNON	IN	47265
1419	LOWE'S POINCIANA, FL RDC	2651 HAM BROWN ROAD	KISSIMMEE	FL	34746-3425
1420	LOWE'S MID-ATLANTIC RDC	620 LOWE'S BLVD	GARYSBURG	NC	27831
1421	LOWE'S PLAINFIELD, CT RDC	1421 LOWE'S WAY	PLAINFIELD	CT	6374
1436	LOWE'S LEBANON, OR RDC	1001 REEVES PARKWAY	LEBANON	OR	97355
1440	LOWE'S ROCKFORD, IL RDC	2801 SOUTH SPRINGFIELD AVENUE	ROCKFORD	IL	61102
1449	LOWE'S PITTSTON, PA RDC	200 CENTER POINT BLVD	PITTSTON	PA	18640
1457	LOWE'S NORTHERN GA RDC	255 PROSPERITY WAY, NE	ADAIRSVILLE	GA	30103
3119	LOWE'S PLANT CITY FL BDC	771 S COUNTY LINE RD	PLANT CITY	FL	33566
3289	LOWE'S EDWARDSVILLE IL BDC	12 GATEWAY COMMERCE CENTER DR E	EDWARDSVILLE	IL	62025
3290	LOWE'S GREENSBORO NC BDC	300 PENRY ROAD	GREENSBORO	NC	27405
3302	LOWE'S CHARLOTTE, NC XDT	5600 DAVID COX ROAD	CHARLOTTE	NC	28269
3307	LOWE'S GREENSBORO, NC XDT	720 PEGG RD	GREENSBORO	NC	27409
3308	LOWE'S RALEIGH, NC XDT	2301-2337 US HWY 70	GARNER	NC	27529
3311	LOWE'S OF NASHVILLE, TN DFC	2782 YORK ROAD	PLEASANT VIEW	TN	37146
3336	LOWE'S GROVEPORT OH BDC	3760 SHARPS LANDING DRIVE	GROVEPORT	OH	43125
3338	LOWE'S DUNCAN, SC XDT	27 INLAND PARKWAY	GREER	SC	29651
3340	LOWE'S AUSTIN, TX XDT	1980 KOHLER CROSSING, BLDG 1	KYLE	TX	78640
3341	LOWE'S MIAMI, FL XDT	1901 NW 25TH AVENUE	POMPANO BEACH	FL	33069
3342	LOWE'S BESSEMER, AL XDT	3501 LOGISTICS DRIVE	BESSEMER	AL	35020
3343	LOWE'S PITTSBURGH, PA XDT	520 CROWN COURT	OAKDALE	PA	15071

3345	LOWE'S PHOENIX, AZ XDT	4465 E. NUNNELEY RD SUITE 101	GILBERT	AZ	85296
3346	LOWE'S ROANOKE, VA XDT	6410 TECHNOLOGY DR	SALEM	VA	24153
3348	LOWE'S CHARLESTON, SC XDT	1701 CHARLESTON REGIONAL PKW B	CHARLESTON	SC	29492
3362	LOWE'S HOUSTON NORTH, TX XDT	1256 GREENS PARKWAY	HOUSTON	TX	77067
3363	LOWE'S LOS ANGELES EAST, CA XDT	24385 NANDINA AVE SUITE 3363	MORENO VALLEY	CA	92551
3364	LOWE'S FORT WORTH, TX XDT	421 S WESTERN BLVD SUITE 100	DENTON	TX	76207
3367	LOWE'S SMYRNA TN BDC	951 AVIATION PARKWAY, BLDG 1	SMYRNA	TN	37167
3368	LOWE'S COMMERCE CITY CO BDC	17501 EAST 84TH AVENUE	COMMERCE CITY	CO	80022
3374	LOWE'S AUBURNDALE FL BDC	110 MOSS ROAD EAST	AUBURNDALE	FL	33823
3375	LOWE'S NEWNAN GA BDC	590 COWETA INDUSTRIAL PARKWAY	NEWNAN	GA	30265
3376	LOWE'S TOBYHANNA PA BDC	2077 CORP CTR DR. W	TOBYHANNA	PA	18466
3385	LOWE'S ATLANTA SOUTH, GA XDT	3000 SOUTHPARK BLVD	ELLENWOOD	GA	30294
3430	LOWE'S MANTECA CA BDC	2226 E. ROTH ROAD	MANTECA	CA	95336
3432	LOWE'S HOUSTON SOUTH, TX XDT	12101 MCLAIN BLVD. SUITE 100	HOUSTON	TX	77071
3434	LOWE'S ORLANDO, FL XDT	200 W. SAND LAKE RD ST100	ORLANDO	FL	32809
3435	LOWE'S TAMPA SOUTH, FL XDT	2206 51TH AVE E	ELLENTON	FL	34222
3436	LOWE'S TAMPA NORTH, FL XDT	2622 LAKEPOINTE PARKWAY	ODESSA	FL	33556
3449	LOWE'S COLUMBUS, OH XDT	3450 URBANCREST INDUSTRIAL DR	GROVE CITY	OH	43123
3457	LOWE'S WINLOCK WA BDC	340 MICKELSEN PARKWAY	WINLOCK	WA	98596
3459	LOWE'S MORENO VALLEY CA BDC	24385 NANDINA AVENUE	MORENO VALLEY	CA	92551
3461	LOWE'S DUNCAN SC BDC	21 INLAND PKY.	GREER	SC	29651
3462	LOWE'S SHIPPENSBURG PA BDC	4532 UNITED DR	SHIPPENSBURG	PA	17257
3463	LOWE'S MANTENO IL BDC	1600 N BOUDREAU BLVD	MANTENO	IL	60950
3465	LOWE'S NEW CANEY TX BDC	18777 EAST INDUSTRIAL PKWY	NEW CANEY	TX	77357
3468	LOWE'S BESSEMER AL BDC	3501 LOGISTICS DR	BESSEMER	AL	35020
3469	LOWE'S RICHMOND VA BDC	2703 COMMERCE RD	RICHMOND	VA	23234
3473	LOWE'S OF DENTON,TX FC 3473	3101 WEST OAK STREET	DENTON	TX	76201
3474	LOWE'S OF SHIPPENSBURG, PA FC 3474	201 CRAMER ROAD	SHIPPENSBURG	PA	17257
3508	LOWE'S SYRACUSE, NY XDT	738 ERIE BLVD WEST	SYRACUSE	NY	13204
3510	LOWE'S ALEXANDRIA, LA XDT	7225 HWY 1, NORTH	Boyce	LA	71409
3511	LOWE'S MESA AZ BDC	7111 S CRISMON RD SUITE117	MESA	AZ	85212
3512	LOWE'S E HARTFORD CT BDC	501 E HARTFORD BLVD N, STE B	HARTFORD	CT	6118
3513	LOWE'S RINCON GA BDC	2020 TRADE CENTER BLVD,STE 100	RINCON	GA	31326
3514	LOWE'S N LITTLE ROCK AR BDC	13101 US-70	N LITTLE ROCK	AR	72117
3531	LOWE'S NEW ORLEANS, LA XDT	149 NEW CAMELLIA BLVD	COVINGTON	LA	70443
3885	LOWE'S CHICAGO, IL XDT	10701 FRANKLIN AVE	FRANKLIN PARK	IL	60131
3887	LOWE'S ST. LOUIS, MO XDT	4690 TRADEPORT IND COURT S100	HAZELWOOD	MO	63042
3888	LOWE'S DALLAS, TX XDT	2601 E MEADOWS BLVD,SUITE 100	MESQUITE	TX	75150
3889	LOWE'S OKLAHOMA CITY, OK XDT	8501 N I-35 SERVICE RD	OKLAHOMA CITY	OK	73131
3898	LOWE'S BOSTON, MA XDT	613 MAIN ST	WILMINGTON	MA	01887-3215
3939	LOWE'S GRAND RAPIDS, MI XDT	3174 4 MILE ROAD,SUITE 300	GRAND RAPIDS	MI	49544
3956	LOWE'S LOS ANGELES NORTH, CA XDT	29040 VALLEY VIEW	VALENCIA	CA	91355
3957	LOWE'S COLUMBIA, SC XDT	842 BISTLINE DR	WEST COLUMBIA	SC	29172
3958	LOWE'S ARLINGTON, VA XDT	10245 GOLF ACADEMY DR	BRISTOW	VA	20136
3960	LOWE'S KNOXVILLE, TN XDT	1700 ELIZABETH LEE PARKWAY	LOUDON	TN	37774
3961	LOWE'S PASSAIC, NJ XDT	26 JEFFERSON ST	PASSAIC	NJ	7055

3963	LOWE'S DETROIT, MI XDT	37350 ECORSE RD, SUITE 100	ROMULUS	MI	48174
3964	LOWE'S CLEVELAND, OH XDT	8601 INDEPENDENCE PARKWAY S190	TWINSBURG	OH	44087
3965	LOWE'S ATLANTA NORTH, GA XDT	783 BROGDON ROAD	Suwanee	GA	30024
3966	LOWE'S TRACY, CA XDT	2650 NORTH MACARTHUR DRIVE	TRACY	CA	95376
3968	LOWE'S BALTIMORE, MD XDT	1600 E PATAPSCO AVE	BALTIMORE	MD	21226
3970	LOWE'S HARRISBURG,PA XDT	250 FULLING MILL RD	MIDDLETOWN	PA	17057
3971	LOWE'S SALEM, OR XDT	4668 TRUAX DRIVE	SALEM	OR	97317
3973	LOWE'S ASHEVILLE, NC XDT	342 BANNER FARM RD	MILLS RIVER	NC	28759
3974	LOWE'S OAKLEY, CA XDT	4300 WILBUR AVENUE SUITE300	OAKLEY	CA	94561
3975	LOWE'S LAS VEGAS, NV XDT	2025 W. CHEYENNE AVENUE BLDG 4	NORTH LAS VEGAS	NV	89032
3978	LOWE'S NASHVILLE, TN XDT	2832 WHITES CREEK PIKE BLDG A	Nashville	TN	37207
3979	LOWE'S LOUISVILLE, KY XDT	6008 NEW CUT ROAD	FAIRDALE	KY	40118
3980	LOWE'S MEMPHIS, TN XDT	6332 COMMERCIAL DR	OLIVE BRANCH	MS	38654
3981	LOWE'S CINCINNATI, KY XDT	1135 AVIATION BLVD	HEBRON	KY	41048
3982	LOWE'S LONG ISLAND, NY XDT	198 GRUMMAN ROAD WEST	BETHPAGE	NY	11714
3983	LOWE'S TRENTON, NJ XDT	33 THOMAS J RHODES INDUSTRIAL DR	HAMILTON TOWNSHIP	NJ	8619
3984	LOWE'S CEDAR RAPIDS, IA XDT	3350 10TH STREET SW	CEDAR RAPIDS	IA	52404
3985	LOWE'S RICHMOND, VA XDT	2601 COMMERCE ROAD	RICHMOND	VA	23234
3986	LOWE'S JACKSONVILLE, FL XDT	13225 VANTAGE WAY, BLDG 100	JACKSONVILLE	FL	32218
3987	LOWE'S DENVER, CO XDT	7450 CLAYTON STREET BLDG A S135	DENVER	CO	80229
3989	LOWE'S SEATTLE, WA XDT	4150 152ND STREET NE SUITE 103	MARYSVILLE	WA	98271
3990	LOWE'S WILMINGTON, NC XDT	3811 INTERNATIONAL BLVD, NE U200	LELAND	NC	28451
3992	LOWE'S INDIANAPOLIS, IN XDT	1784 E MAIN ST	GREENWOOD	IN	46143
3994	LOWE'S KANSAS CITY, MO XDT	14300 NE 41ST STREET, SUITE 600	KANSAS CITY	MO	64161
3995	LOWE'S JOPLIN, MO XDT	3015 SOUTH PROSPERITY AVENUE	JOPLIN	MO	64804
4065	LOWE'S OF RENO,NV DFC	1500 WALTHAM WAY	SPARKS	NV	89434
4500	LOWE'S LPS-HOUSTON, TX	6910 BRASADA DR.	HOUSTON	TX	77085
4501	LOWE'S LPS-DALLAS, TX	2525 ESTERS BLVD.	DALLAS	TX	75261
4508	LOWE'S LPS-TAMPA, FL	6445 S. FALKENBURG RD	TAMPA	FL	33578
4517	LOWE'S LPS-LAUREL/BALTIMORE, MD	13451 KONTERRA DR.	LAUREL	MD	20707
4523	LOWE'S LPS-INLAND EMPIRE, CA	15910 JURUPA AVE	FONTANA	CA	92337
4524	LOWE'S LPS-CHICAGO, IL	1035 S FRONTAGE RD	DARIEN	IL	60561
4526	LOWE'S LPS-ATLANTA, GA	680 HARTMAN RD	AUSTELL	GA	30168

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Partcipating Public Agencies may easily condut their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Lowe's does not have a problem with our information being placed on the website for agency to review for their purchasing needs.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to Supplier's teams nationwide, to include, but not limited to:

i. Executive Leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.

Lowe's will notify all store leaders, stores associates, field sales teams, executive leadership, and National Account Managers, Pro Sales Managers and Outside Sales Representatives of the awarded contract.

Lowe's and Omnia Partners, Public Sector marketing teams to send out an email blast announcing the awarded contract.

GO TO MARKET STRATEGY		
Print: • Co-Branded Direct Mail • Customer Handouts • Advertisements in Print Publications	**Web:** • Dedicated OMNIA Partners, Public Sector Lowe's web portal • Summary of Contract Benefits • Links to OMNIA Partners Public Sector website • Lowes.com by E-PRO	**Networking:** • Customer Onsite Meetings • Dedicated Customer Support Lines • Onboarding Support • Tradeshows – NIGP, NAEP and regional tradeshows

LOWE'S SALES STRATEGY		
Lowe's OSRs and PSMs • All sales support will manage some OMNIA Partners accounts	**Government Sales Team** • In collaboration with OSRs and PSMs and marketing will support OMNIA Partners, Public Sector customers. • Lowe's will use marketing to OMNIA Partners, Public Sector members to utilize the Lowe's contract.	**Lowe's Stores** • Training classes, playbook and videos will be developed to train our stores to facilitate OMNIA Partners, Public Sector transactions whether online or in store.

ii. **Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

- Lowe's will manage the contract by utilizing the Pro Sales Managers, Outside Sales Representatives and Strategic Account Managers.
- All contract compliance, negotiation; order processing, reporting and administrative payments will be handled by corporate personnel out of the Mooresville, NC location.
- Upon award, a corporate communication through multiple channels would be distributed to all field team associates that would include:
    - Contract terms and conditions
    - Procedure to process incoming orders and execute pre-negotiated pricing for OMNIA Partners, Public Sector members pricing files.
    - A list of all current OMNIA Partners, Public Sector members to support proactive marketing of the contract throughout all local markets across the country.
- Lowe's associates will be advised to offer OMNIA Partners, Public Sector contract to eligible state and local government agencies that are not currently members.
- OMNIA Partners, Public Sector representatives will be available for Lowe's associates to help explain the membership process to prospective members.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to Supplier's teams nationwide, to include, but not limited to:

i. **Creation and distribution of a co-branded press release to trade publications.**
- Yes

ii. **Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.**
- Yes, Lowe's should have this done within the first 30 days

iii. **Design, publication and distribution of co-branded marketing materials within first 90 days.**
- Yes, Lowe's will update our marketing flyer and collateral

iv. **Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.**
- Yes, Lowe's will be attending NIGP, NAEP and regional shows
- Lowe's will be meeting the OMNIA Marketing and Partner Development Director monthly.

v. **Commitment to attend, exhibit and participate at the NIGP Annual Forum in an rea reserved by OMNIA Partners for partner suppliers. Booth Space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the**

overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- Lowe's will be attending NIGP Annual Forum

vi. **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.**

- Lowe's Marketing Team will work with OMNIA Marketing Team on publications

vii. **Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**

- Lowe's will discuss on our monthly marketing calls to make sure we capture every marketing opportunity throughout the contract term.

viii. **Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:**

- **OMNIA Partners standard logo;**
- **Copy of original Request for Proposal;**
- **Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;**
- **Summary of Products and Pricing;**
- **Marketing Materials**
- **Electronic link to OMNIA Partners' website including the online registration page;**
- **A dedicated toll-free number and email address for OMNIA Partners.**
    - The Omnia Partners standard logo
    - Marketing Materials Flyer
    - Summary of Product and Pricing
    - Dedicated toll-free number and email address
        - Hotline: 1-888-310-7791
        - Email: GovernmentSupport@Lowes.com

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- Lowe's will "grandfather" any agencies using the existing contract OMNIA Partners Region ESC 4 to the newly award contract with OMNIA Partners.
- Lowe's holds two other cooperative contracts: NASPO Valuepoint and E&I Cooperative Services
    - Lowe's will offer the OMNIA Partners, Public Sector as our lead cooperative contract to state and local agencies.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that us of OMNIA Partners logo will require permission for reproduction as well.

- Lowe's proprietary, indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, Resource Centers will enter into a separate Licensing Agreement with LF, LLC.
- Lowe's will complete any such agreement to use the OMNIA Partners, Public Sector logo and will only be used after their marketing team has reviewed.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competively solicited and publicly awarded by a Principal Procument Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-Exclusive

- Lowe's will follow up within 24 hours of any leads from OMNIA Partners Representatives, hotline or emails.
- OMNIA Partners, Public Sector logo will be used on all marketing materials
- Lowe's will incorporate the above into our marketing materials.

G. Confirm Supplier will train its national sales forace on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working Knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners.
iv. Knowledge of benefits of the use of cooperative contracts.

- Lowe's will train all Strategic Account Managers on the awarded contract as outlined above
- The Strategic Account Managers will provide comprehensive and ongoing training to the Pro Sales Managers and Outside Sales Representatives in the field
- The Pro Sales Managers and Outside Sales Representatives will assist the Strategic Account Managers in ongoing training of our Lowe's store associates

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Steffani McLean – Vice President of Pro Sales
Steffani.McLean@Lowes.com

Lindsey Omohundro, Director, Strategic Accounts
480-645-4053
Lindsey.D.Omohundro@Lowes.com

ii. Marketing

Leigh Wildman – Sr, Director Pro & Segment Brand Marketing
Leigh.Wildman@Lowes.com

iii. Sales

Michelle Halverson, Sr. Strategic Account Manager
843-735-8603
Michelle.M.Halverson-2@Lowes.com

Ron Manning – Strategic Account Manager, North
(CT, DE, IL, IN, ME, MD, MA, MI, NH, NJ, NY, OH, PA, RI, VT, VA, WV, WI)
774-613-1973
Ronald.Manning@Lowes.com

Jason Finch, Strategic Account Manager, South
(NC, SC, GA, FL, AL, MS, LA, TN, TX, KY)
727-247-8645
Jason.A.Finch@Lowes.com

Gary Turnage, Strategic Account Manager, West
(AK, AZ, AR, CA, CO, HI, ID, IA , KS, MN, MO, MT, NE, NV, NM, ND, OK, SD, TX, UT, WA, WY)
346-436-9185
Gary.Turnage@Lowes.com

iv. Sales Report

v. Financial Reporting

vi. Accounts Payable

GovernmentSupport@Lowes.com

vii. Contracts

Lisa Minton, Pro Compliance Manager
(Sections iv, v, and vii)
980-287-6417
Lisa.C.Minton@Lowes.com

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Lindsey Omohundro and Michelle Halverson will manage the sales team. Please see section H for their information. (1) Sr Director of Commerical Property Management, (4) Directors, (3) Strategic Account Managers, (9) Territory Sales Managers, (85) Outside Sales Representatives, (300) Pro Sales Managers and (3,500) Pro Specialists.

J. Explain in detail how the sale teams will work with the OMNIA Partners team to implement, grow and service the national program.

- The Strategic Account Director, Sr. Strategic Account Manager and Strategic Account Managers will work closely with the OMNIA Partner, Public Sector Regional Managers to partner in promoting the awarded contract.
- Schedule joint sales calls with key prospects when possible.
- Joint meetings, calls, email campaigns to target top 50+ target list by division.

K. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

- Lowe's Strategic Account Director and the Sr. Strategic Account Manager will work closely with the Partner Development Director and Marketing team to market the awarded contract.
- Participating Public Agency account set-up will be managed as we receive the request within 3 days
- The Pro Compliance Manager will mange all contract administration requirements per the Master Agreement.

L. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

- Lowe's submits a monthly report for each agency purchasing under the OMNIA Partners agreement along with their sales.

Agency	Sales
SLEEP IN HEAVENLY PEACE	3,053,252.42
CHICAGO HOUSING AUTHORITY	2,465,498.44
SAMARITAN'S PURSE	2,221,743.83
GILA RIVER INDIAN COMMUNITY	1,649,202.75
BrightSpring Health Services	1,552,852.46
HFH OF CHARLOTTE REGION	1,522,395.89
Community Housing Partners	1,452,281.75
Pokagon Band of Potawatomi	1,430,625.09

Cincinnati Metro Housing	1,175,119.02
St. Bernard Project	1,065,120.03

M. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

- Lowe's on-line Lowes.com and eProcurement platforms will accept any payment tender such as: P-Cards. Lowe's Commerical Accounts and Lowe's Pro Supply Account.

N. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under th Master Agreement for the initial three years of the Master Agreement.("Guaranteed Contract Sales").

$ 120,000,000.00 in year one
$ 125,000,000.00 in year two
$ 130,000,000.00 in year three

- **Lowe's is only listing projected sales but will not guarantee contract sales under the Master Agreement.**

To the exent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

O. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstanaces where Public Agencies will issue their own solicitaitons. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. **Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).**
ii. **If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.**
iii. **Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).**
iv. **If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**

- Lowe's will always respond with Master Agreement pricing and annual rebate; however, if any other pricing is used, all sales will be reported as contract sales to OMNIA Partners, Public Sector each month.

Attribute 21 – Describe how Offeror responds to emergency orders.

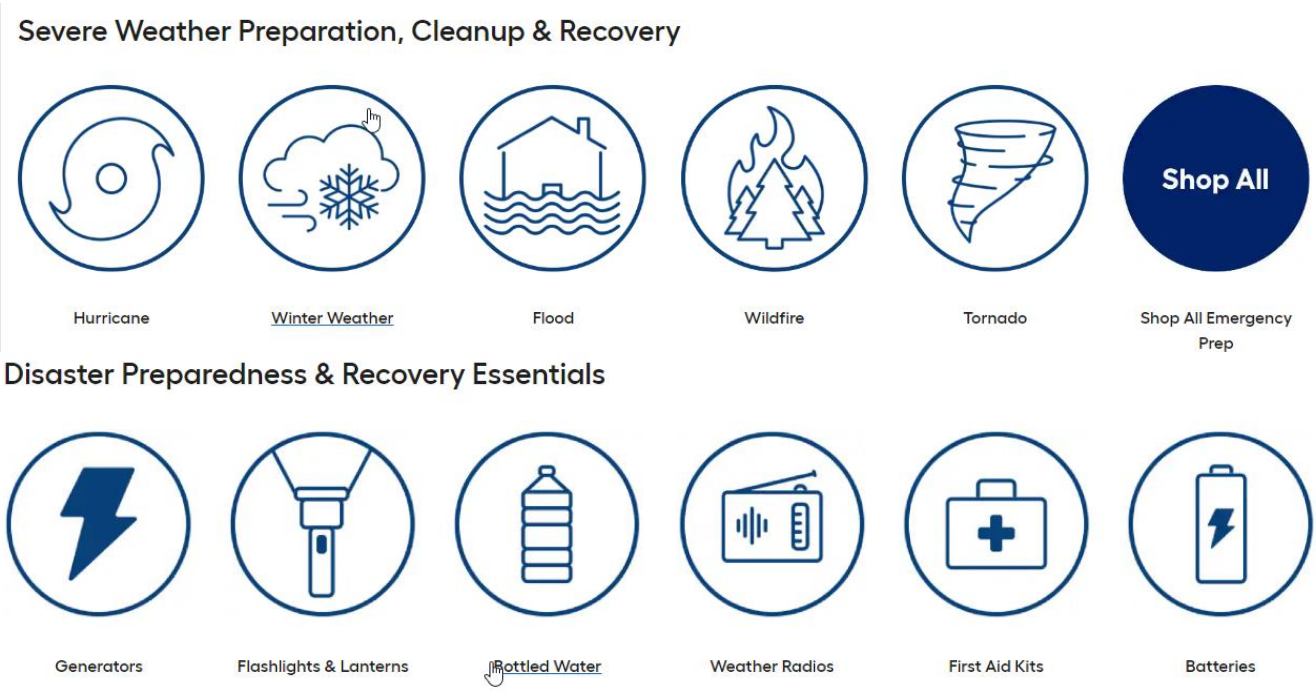
For emergency orders, Lowe's will do everything possible to accommodate the urgency and product needed to take care of the agency needs.

Lowe's Strategic Account Managers, local Pro Sales Managers, Outside Sales Representatives and store Pro Specialist are always here to assist any agency with their needs.

Lowe's opens the Command Center to serve the communities when weather threatens or disaster occurs and in the recovery that follows: Lowe's Command Center and network of distribution centers allow Lowe's to respond to our customers' needs and quickly replenish store shelves with emergency products.

Lowe's has dedicated support team for your state emergency departments. Our Command Center will handle direct fulfillment request needs.

Please review our Lowe's Emergency Command Center @ Emergency Prep & Recovery at Lowe's (lowes.com)



Attribute 27 – Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Lowe's has a dedicated Hotline @ 888-310-7791 and email GovernmentSupport@Lowes.com that is manged from 8am to 5pm (Monday through Friday)

The Anaylsts will review the issue/conerns the agency is having and work with other internal teams to resolve the question.

Service/Problem Resolution may include:

1. Need to be linked to an OMNIA Contract.
2. Need help with setting up tax exempt
3. Need copies of invoices
4. Need help tracking down an Purchase Order
5. Understanding how the OMNIA contracts works
6. Product Quotes

Attribute 28 – Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Lowe's Credit Plans:

Lowe's is committed to offering OMNIA Partners Participating Agencies the easiest, most convenient business credit program anywhere. Our business credit offers easy-to read itemized billing, secure online account management, customized account setup, employee spending control and a dedicated account representative.

Lowe's offers business credit programs for our Pro business customers: Lowe's Commerical Account (LCA), and Lowe's Pro Supply (LPS). The terms and conditions are pre-established and will be between the OMNIA Partners Particiapting Agencies who chooses to open an account with either Synchrony Bank or Lowe's Pro Supply.

Please visit https://www.lowes.com/l/Credit to learn more about the credit programs.

Lowe's does accept major credit cards as a form of tender on Lowes.com or in any Lowe's store.

LOWE'S PRO

Lowe's does require a form of tender when presenting an purchase order at time of purchase.

1 CHOOSE YOUR WAY TO PAY
Find the card below that best fits your payment needs.

2 APPLY TODAY
Use the **Apply Now** link below for the card you'd like.

3 USE YOUR ACCOUNT
Start using your account immediately upon approval.

Want the Flexibility to Pay and Earn Rewards?

Lowe's Business Rewards Card

- Use at Lowe's and everywhere American Express cards are accepted.
- Earn cash back for every eligible purchase made on the card.[4]
- Earn 5% cash back on purchases at Lowe's for the first 6 months. 2% cash back after. New accounts only.[5]
- Approved card accounts are automatically saved to your Lowe's Pro Business Account Wallet to make it even easier to earn.[6]

*Cash back is received in the form of Lowe's Business Rewards points that can be redeemed for statement credits or select gift cards.

$0 Annual Fee

Want to Pay in Full With Extended Bimonthly Terms?

Lowe's Commercial Account

- Save 5% instantly in store and on Lowes.com with eligible purchases.
- Includes itemized transactions, SKU-level details, PO/job name and authorized buyer information.
- Includes billing upon delivery.
- Opt in for invoice PDFs delivered by email plus Net Payment Terms.
- Approved accounts are automatically saved to your MVPs Pro Wallet for even more ways to earn.[7]

Plus Extended Terms***

Receive two billing cycles to pay for new purchases.

Want to Prepay and Control Spending?

PreLoad Plus Mastercard

- No credit check[8] and no monthly fees.
- Shop at Lowe's and anywhere Mastercard® is accepted.
- Automatic rebates on fuel, dining and travel through Mastercard® Easy Savings™.
- Immediate funding available from your business checking account.

LOWE'S PRO

NEED A LOWE'S PRO SUPPLY ACCOUNT?

Get started now and click the link below to access the Online Application. There are two applications available:

- Government
- Non-government

Click To Apply

Request Account Increase

Account Self-Service Tips

Terms & Conditions

For additional questions, contact Account Services at 866-630-6747

At time of purchase, the agency making the purchase will receive an receipt with retail, promotional or volume savings program pricing depending on, if they walk in store or make the purchase on Lowes.com.

Fast and Easy Ordering

Order in person with your dedicated representative, on the phone, on your desktop, or on mobile. No matter where you are or what you're doing, ordering with Lowe's Pro Supply is lightning-fast and ultra-easy.

Extensive Assortment

With fully stocked MRO warehouses in 29 national markets and more supplies available from over 1,700 Lowe's stores, we have more of what you need. We have job-lot quantities of hard to find items, and a 98.6% fill rate, meaning you don't have to wait for "the shipment to get in" to get your job done.

At Your Service

Our dedicated account representatives visit your location in person, getting to understand your unique renovation and maintenance needs. Free renovation planning service, in-unit delivery, and complimentary takeoff service, are just a few ways we go the extra mile for our clients.

At time of purchase, the agency making the purchase will receive an receipt with retail, promotional or volume savings program pricing depending on, if they walk in store or make the purchase on Lowes.com.

Attribute 30 – Describe the financial condition of Offeror.

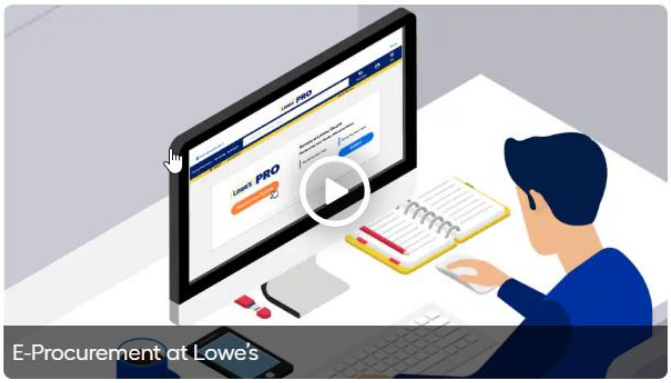
Please visit [Investors | Lowe's Corporate (lowes.com)] to review more details.

10-YEAR FINANCIAL INFORMATION

Fiscal Years Ended On	February 2, 2024	February 3, 2023*	January 28, 2022	January 29, 2021	January 31, 2020	February 1, 2019	February 2, 2018	February 3, 2017*	January 29, 2016	January 30, 2015
Stores and people										
Number of stores[1]	1,746	1,738	2,197	2,205	2,214	2,246	2,394	2,365	1,857	1,840
Selling square feet (in millions)	195	195	208	208	208	209	215	213	202	201
Number of employees (in thousands)	284	307	335	340	318	298	311	291	272	265
Total customer transactions (in millions)	835	937	1,002	1,046	921	941	953	945	878	857
Average ticket	$103.51	$103.64	$96.09	$85.67	$78.36	$75.79	$72.00	$68.83	$67.26	$65.61
Comparative income statements										
Net sales (in millions)[2]	$86,377	$97,059	$96,250	$89,597	$72,148	$71,309	$68,619	$65,017	$59,074	$56,223
Gross margin[2,3,5]	33.39%	33.23%	33.30%	33.01%	31.80%	32.12%	32.69%	33.34%	34.82%	34.79%
Selling, general & administrative (% to sales)[2,3,5]	18.02%	20.94%	19.01%	20.68%	21.30%	24.41%	21.04%	22.12%	23.88%	23.60%
Depreciation and amortization (% to sales)[3,5]	1.99%	1.82%	1.73%	1.56%	1.75%	2.07%	2.05%	2.23%	2.53%	2.66%
Operating margin[2,4,5]	13.38%	10.47%	12.56%	10.77%	8.75%	5.64%	9.60%	8.99%	8.41%	8.53%
Interest – net (% to sales)	1.60%	1.16%	0.92%	0.95%	0.96%	0.88%	0.92%	0.99%	0.93%	0.92%
Net earnings (% to sales)[5,6]	8.95%	6.63%	8.77%	6.51%	5.93%	3.24%	5.02%	4.76%	4.31%	4.80%
Weighted-average shares, assuming dilution (in millions)	584	631	699	750	778	812	840	881	929	990
Diluted earnings per common share[5,6]	$13.20	$10.17	$12.04	$7.75	$5.49	$2.84	$4.09	$3.47	$2.73	$2.71
Adjusted diluted earnings per common share[7]	$13.09	$13.81	N/A	$8.86	$5.74	$5.11	$4.39	$3.99	$3.29	N/A
Cash dividends per share	$4.30	$3.70	$2.80	$2.30	$2.13	$1.85	$1.58	$1.33	$1.07	$0.87
Comparative balance sheets (in millions)										
Cash and short-term investments	$1,228	$1,732	$1,404	$5,196	$876	$729	$690	$658	$712	$591
Merchandise inventory – net	16,894	18,532	17,605	16,193	13,179	12,561	11,393	10,458	9,458	8,911
Total current assets	19,071	21,442	20,060	22,326	15,318	14,228	12,772	12,000	10,561	9,851
Property, less accumulated depreciation[8]	17,653	17,567	19,071	19,155	18,669	18,432	19,721	19,949	19,577	20,034
Total assets[8]	41,795	43,708	44,640	46,735	39,471	34,508	35,291	34,408	31,266	31,721
Accounts payable	8,704	10,524	11,354	10,884	7,659	8,279	6,590	6,651	5,633	5,124
Total current liabilites[8]	15,568	19,511	19,668	18,730	15,182	14,497	12,096	11,974	10,492	9,348
Total debt[9]	35,921	33,960	24,727	21,780	19,306	16,223	16,995	15,699	12,649	11,358
Total liabilities[8]	56,845	57,962	49,456	45,298	37,499	30,864	29,418	27,974	23,612	21,753
Shareholders' (deficit)/equity	$ (15,050)	$ (14,254)	$ (4,816)	$1,437	$1,972	$3,644	$5,873	$6,434	$7,654	$9,968
Shares outstanding, year-end	574	601	670	731	763	801	830	866	910	960
Cash flows (in millions)										
Net cash provided by operating activities	$8,140	$8,589	$10,113	$11,049	$4,296	$6,193	$5,065	$5,617	$4,784	$4,929
Capital expenditures	1,964	1,829	1,853	1,791	1,484	1,174	1,123	1,167	1,197	880
Cash dividend payments	2,531	2,370	1,984	1,704	1,618	1,455	1,288	1,121	957	822
Repurchases of common stock	$6,138	$14,124	$13,012	$4,971	$4,313	$3,037	$3,192	$3,595	$3,925	$3,905
Financial metrics										
Comparable sales (decline)/growth[10]	(4.7%)	(0.9%)	6.9%	26.1%	2.6%	2.2%	4.0%	4.2%	4.8%	4.3%
Sales per average selling square foot[11]	$444	$482	$463	$431	$346	$336	$320	$313	$293	$280
Inventory turnover[12]	3.20	3.39	3.72	4.10	3.61	3.94	3.90	4.05	3.92	3.85

Attribute 31 - Describe Offeror's ordering capabilities for Participating Public Agencies.

Please vist [LowesForPros - eProcurement] to read more about ePro.



Level Up Your Business With Lowe's E-Procurement Integration

See how Lowe's helps Pros use spend-management platforms by integrating with select e-procurement platforms and providing dedicated support, custom catalogs and more.

Connect With Lowe's Today

Whether you have an eProcurement or an Enterprise Resource Planning (ERP) system, our team will partner with you to help achieve your cost reduction and order efficiency goals.

Catalog

cXML, PunchOut

Purchase Orders

cXML, EDI 850, Flat File, Email

Invoices

cXML, 810, CSV, TXT

Communication Methods

Value Added Network (VAN), AS2, FTP, HTTPS

LOWE'S PRO

Why Lowe's?

Expanded Online Catalog

Access over 500,000 SKUs online.

Purchase History

View order status including past orders.

Custom Catalog

Assign specific products based on unique factors to individual users on PunchOut.

Multiple Fulfillment Options

Choose from truck delivery, free standard parcel shipping or buy online and pick up in store.

Government and State Contracts

Access specific contract details and pricing, which are always displayed.

Specialized Support

Get help from a dedicated eProcurement sales team member who'll assist you every step of the way.

How to Get Started

Discovery

We'll gather the requirements and specifications of your eProcurement project and let you know how we can help.

Integration

Once approved, we'll provide credentials to complete end-to-end testing and ensure all elements are correctly mapped.

Training

We'll assist with internal communication and provide user training to help raise awareness for the new connection.

Go Live

Our store, sales and eProcurement teams will provide post-production support and help you drive adoption once the connection is live.

Supported Platforms

These are just some of Lowe's supported platforms. Contact the eProcurement team to find out if your platform is supported.

Get Started Today

For more information, contact epro_integrations@lowes.com.

Attribute 32 – Describe the Offeror's Safety Record

Lowe's Safe Review Program

Establishing a safety-first mindset and reinforcing safe behaviors are central to our incident reduction strategy, which directly helps reduce the number of injuries at our stores.

We employ the Lowe's Safe Review (LSR) program, a daily electronic safety inspection that is completed using handheld mobile devices. In addition to identifying hazards and tracking their correction, the LSR platform enables us to review analytics and data regarding the daily condition of stores and the steps taken to address issues. As part of our LSR program, Lowe's uses a root-cause analysis to help leaders take charge of safety at their stores. Our store managers create their own store-specific action plan with support from leadership, including simple, coachable steps to make their operations as safe as possible.

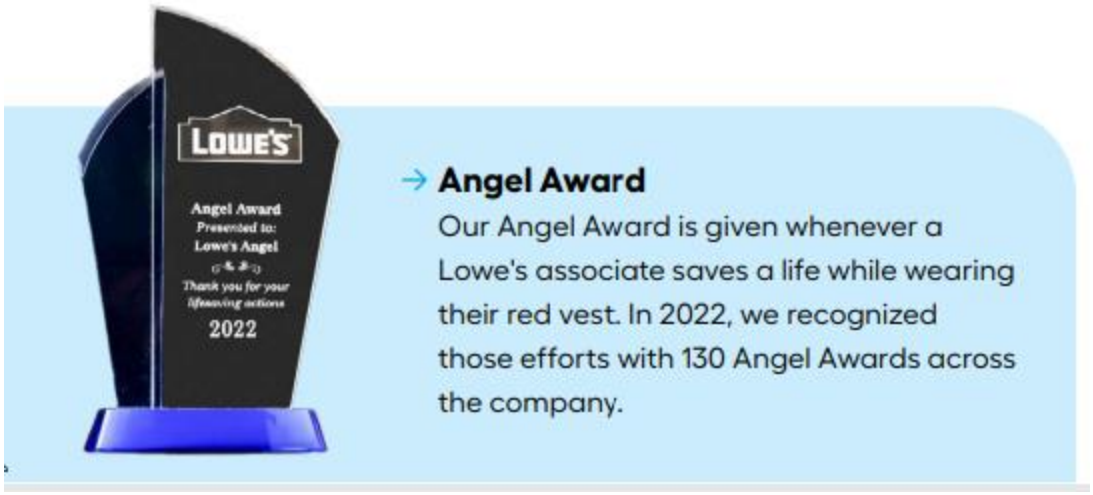
In addition, the LSR is available to district managers and senior asset protection officers so they can provide documented feedback and support relating to safety. The program is part of a larger management system that delivers daily questions to keep associates updated on safety practices. The system captures participation and behavioral data to assess the effectiveness of our safety program.

Safety Management Programs

Our LTIR decreased from 2.21 in 2021 to 1.78 in 2022, and our OSHA Recordable Rate decreased from 5.15 to 4.3 over the same period. Although both metrics are lower than the retail average, we recognize that there is still room to improve. This continued downward trend illustrates the success of our safety management programs and helps us expand our focus to prevent much rarer but more serious accidents.

Safety Training, Emergency Response

In 2022, we trained nearly 7,000 associates in first aid and CPR, a two-year certification provided to five associates per location. In addition, we recognized 130 associates with Angel Awards for responses ranging from administering CPR to using Automated External Defibrillators (AEDs) while wearing their Lowe's red vests.



Attribute 33 – Describe Offeror's green or environmental initiatives or policies.

Please review our 2022 Corporate Responsibility Report (lowes.com) for more information.

Our mission – together, deliver the righ home improvement products, with the best service and value, across every channel and community we serve – guides us and is carried out by our sustainability strategy and vision statements.

Today, we're proud to share Lowe's 20th annual corporate responsibility report, outlining our approach to sustainability and highlighting our goals, performance and progress to date. Our sustainability strategy focuses on three pillars: Our People & Our Communities, Product Sustainability and Operational Excellence.

MANAGEMENT APPROACH

We aim to ensure that workers who manufacture the products we purchase are operating under safe conditions, are being treated fairly and are paid in accordance with local laws, at minimum. Supplier Compliance We audit factories for Lowe's private brand suppliers and products where we are the importer of record to verify compliance with our Vendor Code of Conduct. Our audits focus on areas such as forced labor, labor contracts, working hours, compensation and benefits, employment practices, environmental compliance and worker health and safety. Lowe's Vendor Code of Conduct and our Human Rights Policy are the foundation of the audit and our Responsible Sourcing program. This program is carried out by conducting a Retail Ethical Sourcing Assessment (RESA) at each applicable factory by third-party audit firms to support impartial reviews.

Diverting and Recycling Waste
We partner with suppliers to improve recycling and waste diversion, develop regional management processes, measure waste streams and conduct waste audits. Store waste streams, including cardboard and scrap wood, as well as plastic in our DCs, are recycled through regional and national partnerships where possible. We also operate in-store recycling centers for customers to recycle items, including compact fluorescent lamps, rechargeable batteries, plastic planter pots and cell phones.

Board Oversight
Our board of directors and its five standing committees, each of which is composed of solely independent directors, are responsible for overseeing corporate strategy and risk management processes. In addition to oversight by the full board of directors, the board has also delegated primary responsibility for more frequent and in-depth oversight of the company's environmental and social strategy to its sustainability committee. The board also coordinates with its other committees to provide active board- and committee-level oversight of the company's management of environmental- and social related risks across the relevant committees.

The following is a nonexclusive list of topics regularly reviewed by the board or its committees:
→ Responsible sourcing and supply chain management
→ Sustainable consumer products
→ Environmental performance
→ GHG emissions and climate-change risks
→ Human capital strategy
→ Diversity and inclusion
→ Associate safety
→ Cybersecurity and data privacy
→ Political contributions and government affairs activities
→ Ethics and compliance

Attribute 34 – Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

At Lowe’s, we recognize the importance of strengthening our bonds with the diverse communities we serve. To advance these efforts, Lowe’s gives back to our communities and partners with community leaders to deliver value to our customers.

We dedicated more than $150 million to support our communities in fiscal year 2020, including more than $100 million in pandemic-related relief. The COVID-19 support includes $55 million in grants to deliver much-needed financial assistance to rural, minority-owned and women-owned small

businesses. Lowe's also donated essential protective products to help small and minority businesses reopen and keep medical professionals on the frontlines safe and healthy.

Lowe's has established meaningful and thoughtful partnerships with local communities. We continually strive to better understand the needs and concerns of our team members and the communities where we live, work and play.

Our Supplier Diversity program is uniquely positioned to provide positive economic impact to small and diverse-owned businesses. We are committed to delivering economic benefits by ensuring the inclusion of diverse suppliers. We know small and diverse businesses play an integral role in stimulating their local economies. These relationships are symbiotic because both the suppliers and Lowe's will reap the benefits of diversity. As a result of the COVID-19 pandemic, many small businesses faced unprecedented hardship. Through Making It... With Lowe's, an initiative focused on new product development from minority, women, veteran, service-disabled veteran, disability, and LGBTQowned businesses, and our small business grants, we have been able to provide much-needed support to our communities during these challenging times. Small and diverse businesses are vital to the survival of local economies, and local economies are important to the economic empowerment of people of all backgrounds.

Lowe's partners with accredited organizations and agencies to forge mutually beneficial relationships across industries and within communities. Our partnership framework is tied to our core pillars of building talent, fostering an inclusive culture, and driving business results.

We continue to remain proactive in identifying and driving new partnerships with organizations that align with the overall Lowe's culture and mission. These partnerships allow us to better support our associates in creating learning opportunities and furthering our mission of inclusion.

Attribute 35 – Provide a brief history of the Offeror, including year it was established and corporate office location.

Founded in 1946 and based in Mooresville, NC., Lowe's supports the communities it serves through programs focused on creating safe, affordable housing and helping to develop the next generation of skilled trade experts.

For nearly 100 years, we've served customers by remembering we do so much more than sell products. Lowe's stock tens of thousands of unique products and have thousands more available by Special Order. We help people achieve the dreams they have for their homes and communities. From our humble small-town hardware beginnings to a FORTUNE® 100 company, that commitment to the bigger picture has never wavered.

As a purpose-driven company, The Lowe's mission is "together, deliver the right home improvement products, with the best service and value, across every channel and community we serve," and for us to achieve our mission.

Lowe's 20th annual corporate responsibility report, outlining our approach to sustainability and highlighting our goals, performance and progress to date. Our sustainability strategy focuses on three pillars: Our People & Our Communities, Product Sustainability and Operational Excellence. Lowe's is an active member of the Retail Industry Leaders Association (RILA), Business Roundtable and the National Retail Federation (NRF). We also collaborate with the (GC3), World Wildlife Fund (WWF) and the United States EPA's SmartWay, ENERGY STAR® and WaterSense® programs.

Members of Lowe's executive leadership team and the board of the Lowe's Foundation, an independent 501(c)(3), review and approve community grants for the Lowe's Hometowns and Lowe's Foundation programs, respectively. Nonprofit partnerships are also reviewed and approved by members of Lowe's executive leadership team.

Lowe's supports communities in a variety of ways, including financial grants, product donations, associate volunteerism and partnerships with nonprofits. Our approach includes engaging locally and listening and responding to communities in the ways that are needed most, such as preparing them for natural disasters and helping them recover. We have a special focus on our nation's veterans and active military community, first responders and under-resourced communities. The Lowe's Foundation, an independent 501(c)(3), is focused on closing the skilled trades labor gap through the delivery of the Gable Grants program.

Education is at the heart of Lowe's call to improve the communities we serve. By helping schools and students in need, we're investing in the long-term success of our communities. We believe education is the cornerstone to building stronger and more sustainable communities and Lowe's is committed to providing the resources our schools and children need to succeed.

Please take time to review 2022 Corporate Responsibility Report at 2022 Corporate Responsibility Report (lowes.com)

Attribute 42 – References

Agency	Sales	Name	Title	Phone	Email	City	State	Years
SLEEP IN HEAVENLY PEAC	3,053,252.42	JP Wilson	Sr. Director of Chapter Operatic	310-291-4353	jp.wilson@shpbeds.org	Pocatello	ID	5+
CHICAGO HOUSING AUTH	2,465,498.44	Chris Stinson	Asst Procurement Director		cstinson@thecha.org	Chicago	IL	5+
SAMARITAN'S PURSE	2,221,743.83	Michael Lyons	Internal Auditor	828-279-1252	mlyons@samaritan.org	Boone	NC	5+
GILA RIVER INDIAN COMI	1,649,202.75	Gary Mix	Treasurer	520-562-9627	gary.mix@gric.nsn.us	Sacaton	AZ	5+
BrightSpring Health Serv	1,552,852.46	Zachary Keller	Sr. Procurement Analyst	502-630-7257	zachary.keller@brightspringhealt	Louisville	KY	5+
HFH OF CHARLOTTE REGI	1,522,395.89	Cher Buchler	Construction Procurement Mgr	704-714-1509	Cbuchler@habitatcltregion.org	Charlotte	NC	5+
Community Housing Part	1,452,281.75	Kris Anderson		540-382-2002	kris.anderson.chp@gmail.com	Christiansburg	VA	5+
Pokagon Band of Potawa	1,430,625.09	Michelle Barco	Primary Admin	800-517-0777	Michelle.Barco@pokagonband-n	Dowagiac	MI	5+
Cincinnati Metro Housing	1,175,119.02	William McCabe	Purchasing Mgr	513-977-5685	william.mccabe@cintimha.com	Cincinnati	OH	5+
St. Bernard Project	1,065,120.03	Veronica Llorella	Staff Accountant	504-914-4892	vllorella@sbpusa.org	New Orleans	LA	5+

REGION 4

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

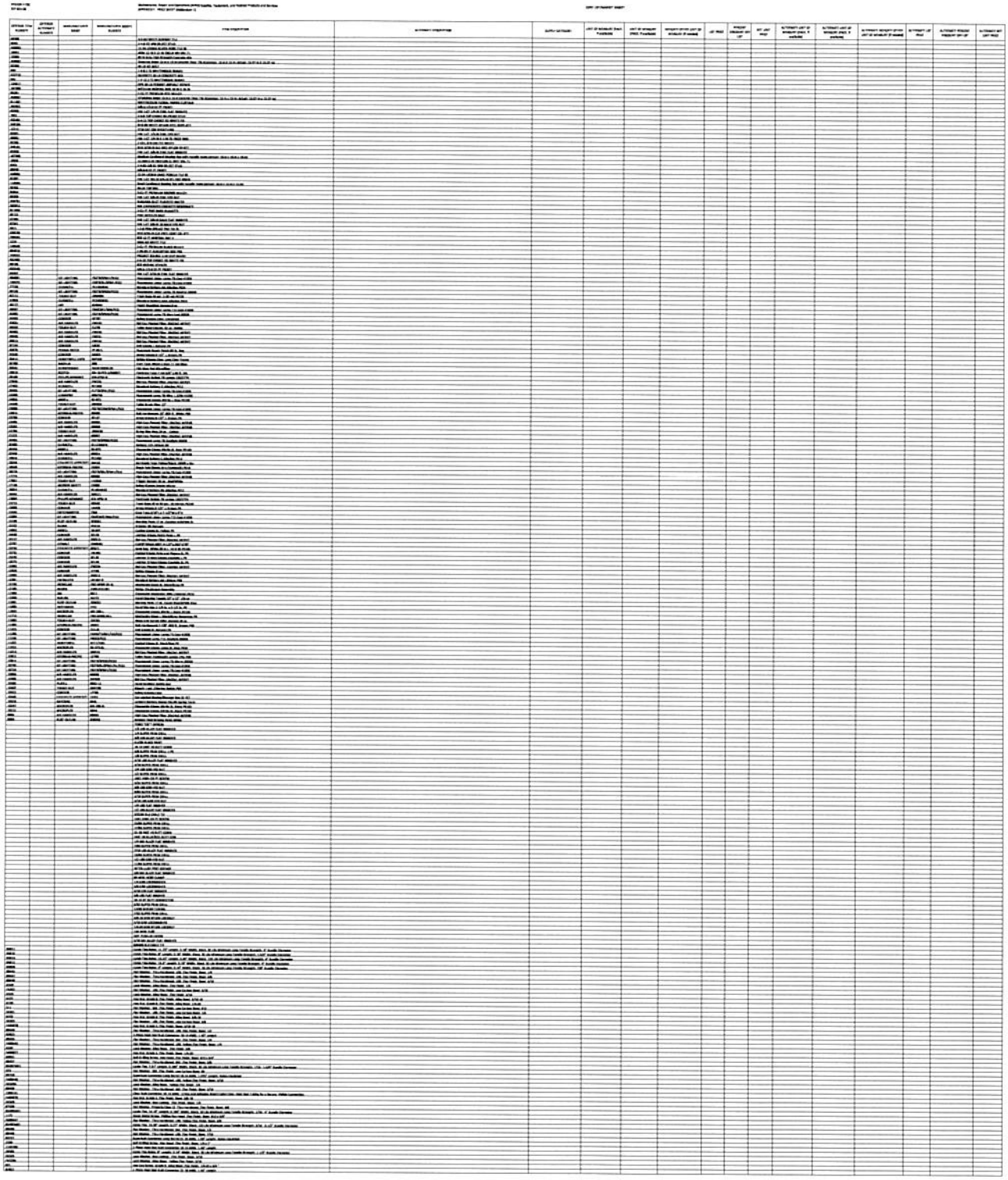
Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFER'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 1: APPENDIX E



MANUFACTURER OR OTHER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

SERVICE DESCRIPTION	RATE PER HOUR

Additional Items to include in a National Market Basket

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

RECEIPT OF ADDENDUM NO. -- ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Lowe's Home Centers, LLC

Contact Person Steffani McLean

Signature

Date June 26, 2024

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

REGION 4

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 2 is hereby issued as follows:

CHANGES TO THE RFP

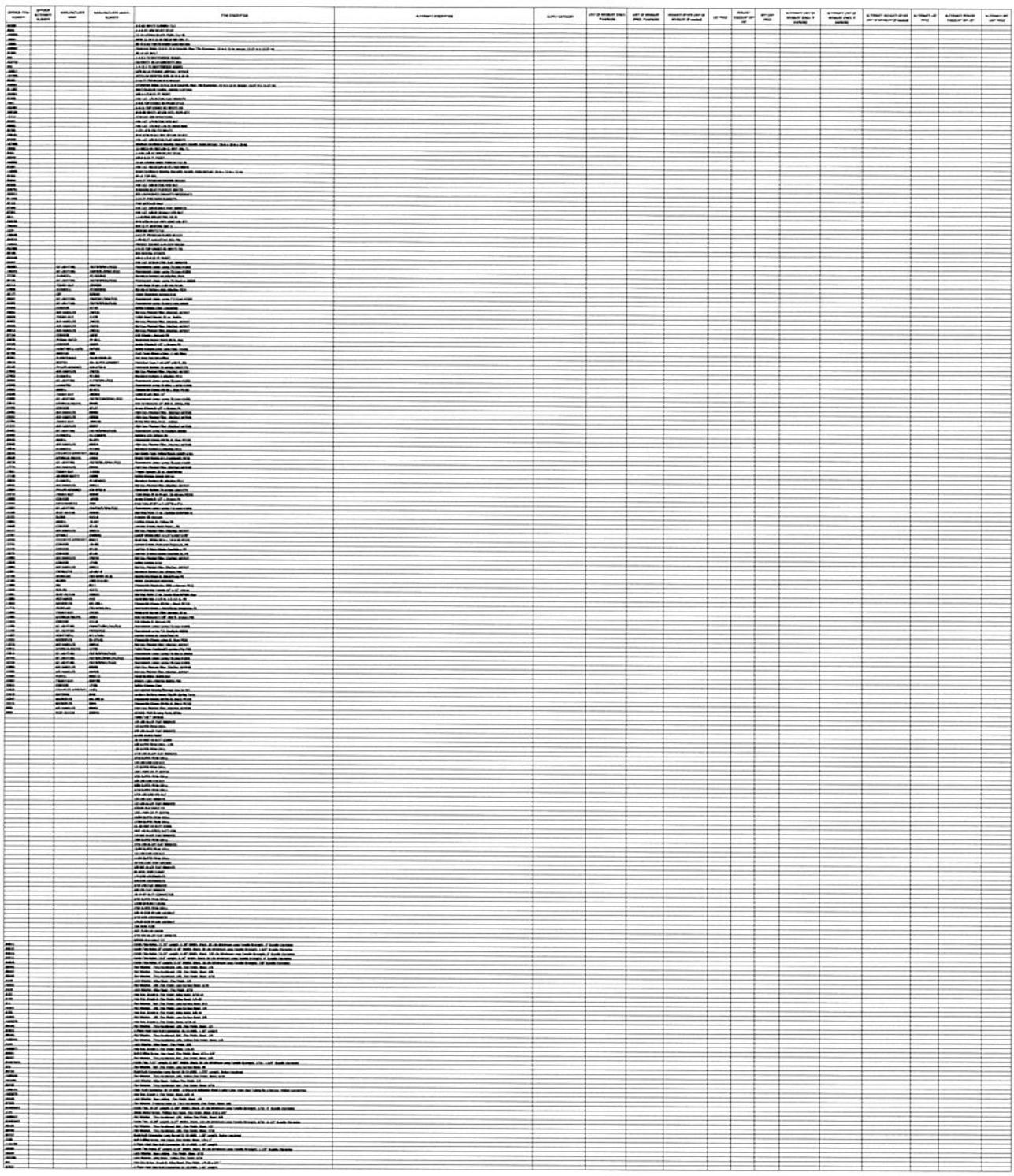
1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFEROR'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

CLARIFICATION OF CHANGES

1. APPENDIX E IS BEING REPLACED THROUGH THIS ADDENDUM 2 TO UPDATE PREVIOUSLY LOCKED CELLS.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 2: APPENDIX E



MANUFACTURER OR OTHER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

SERVICE DESCRIPTION	RATE PER HOUR

REGION 4 ESC

RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

Additional Items to include in a National Market Basket

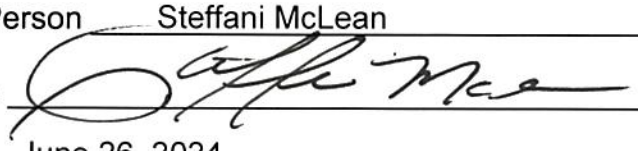
CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Lowe's Home Centers, LLC

Contact Person Steffani McLean

Signature 

Date June 26, 2024

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

VP Pro Sales
Authorized Signature & Title

June 26, 2024
Date

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Lowe's Home Centers, LLC

Address 1000 Lowe's Blvd
Mooresville, NC 28117

Phone 980-287-6417

Fax

Contact

Signature
Lisa Minton
Printed Name
Pro Compliance Manager
Position with Company

Official Authorizing Proposal

Signature
Steffani McLean
Printed Name
VP Pro Sales
Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1180975

Date Filed:
06/26/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lowe's Home Centers, LLC
Mooresville, NC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-08
Maintenance, Repair and Operations (MRO) Supplies & Related Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Lowe's Home Centers, LLC, and my date of birth is N/A.

My address is 1000 Lowe's Blvd (street), Mooresville (city), NC (state), 28117 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Iredell County, State of NC, on the 26 day of June (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☑ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☑ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SM Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: Steffani McLean VP Pro Sales
Email Address: ProCompliance@Lowes.com
Signature of Authorized Representative: _____
Date: June 26, 2024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES SM Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Lowes Home Centers, LLC

Address, City, State, and Zip Code:
1000 Lowe's Blvd, Mooresville, NC 28117

Phone Number: 980-287-6417 Fax Number:

Printed Name and Title of Authorized Representative:
Steffani McLean VP Pro Sales

Email Address:
ProCompliance@Lowes.com

Signature of Authorized Representative: Date: June 26, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

a. Include the name and address of the protestor.
b. Identify the grantee, project number, and the number of the contract solicitation.
c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation. See Further Information in Addendum A - Exhibit F Federal Funds Certifications.

Offeror's Name: _____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Lowe's Home Centers, LLC

Organization Address: 1000 Lowe's Blvd, Mooresville, NC 28117

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☑ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☑ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

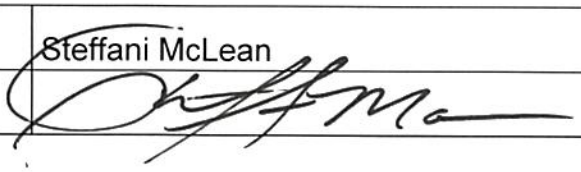
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steffani McLean	Title:	VP Pro Sales
Signature:		Date:	June 26, 2024

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ North Carolina
County of Iredell ss:

I, Steffani McLean (name of affiant) residing in Mooresville (name of municipality)
in the County of Iredell and State of North Carolina of full age,
being duly sworn according to law on my oath depose and say that:

I am VP Pro Sales (title or position) of the firm of Lowe's Home Centers, LLC (name of firm)

_____ the bidder making this Proposal for the bid

entitled 24-08 Maintenace, Repair and Operations (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Lowe's Home Centers, LLC.

Subscribed and sworn to

before me this day

Signature

June 26, 2024

Steffani McLean
(Type or print name of affiant under signature)

Notary public of North Carolina

My Commission expires July 22, 2025

(Seal)

Lisa Call Minton NOTARY PUBLIC Wilkes County, NC

Version March 19, 2024

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Lowe's Home Centers, LLC

Street: 1000 Lowe's Blvd

City, State, Zip Code: Mooresville, NC 28117

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

X 2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

June 26, 2024
Date

VP Pro Sales
Authorized Signature and Title

Version March 19, 2024

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Steffani McLean VP Pro Sales

Version March 19, 2024

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

ELIZABETH MAHER MUOIO
Acting State Treasurer

MAURICE A. GRIFFIN
Acting Director

ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a $75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. To expedite the process, all vendors are encouraged to complete and file renewal documents electronically on our new online system at **www.state.nj.us/treasury/contract_compliance**. Upon the Division's receipt of a properly completed renewal application and $150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 3/22

Certification 29082

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2022 to 15-JUL-2025

LOWE'S HOME CENTERS, LLC
1000 LOWES BLVD
MOORESVILLE NC 28117

ELIZABETH MAHER MUOIO
State Treasurer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Lowe's Home Centers, LLC		
Address:	1000 Lowe's Blvd		
City:	Mooresville	State: NC	Zip: 28117

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Steffani McLean	VP Pro Sales

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☑ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☑ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders: * See attached language

Name: Lowe's Companies, Inc Home Address: 1000 Lowe's Blvd Mooresville, NC 28117	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 26 day of June, 2024

(Notary Public) Lisa Call Minton

My Commission expires: June 26, 2024

(Affiant)

Steffani McLean VP Pro Sales

(Print name & title of affiant)

(Corporate Seal)

Lisa Call Minton NOTARY PUBLIC Wilkes County, NC

Version March 19, 2024

Stockholder Disclosure Certification

Lowe's Home Centers, LLC is a fully owned subsidiary of Lowe's Companies, Inc. ("Lowe's"), a publicly traded company. Lowe's discloses the beneficial ownership of its common stock in its annual Definitive Proxy Statement (Schedule 14A), the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at: **https://www.sec.gov/**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24-08 Maintenace, Repair and Operations

VENDOR NAME: Lowe's Home Centers, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☑ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

_____

_____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

June 26, 2024
Date

Steffani McLean VP Pro Sales
Print Name and Title

DPP Rev. 12.13.2021

Version March 19, 2024

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☑ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	June 26, 2024 Date
Steffani McLean Print Name and Title of Vendor's Authorized Representative	56-0748358 Vendor's FEIN
Lowe's Home Centers, LLC Vendor's Name	980-287-6417 Vendor's Phone Number
1000 Lowe's Blvd Vendor's Address (Street Address)	 Vendor's Fax Number
Mooresville, NC 28117 Vendor's Address (City/State/Zip Code)	ProCompliance@Lowes.com Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LOWE'S HOME CENTERS, LLC
Trade Name:	
Address:	1000 LOWES BLVD MOORESVILLE, NC 28117-8520
Certificate Number:	1851711
Effective Date:	February 10, 2014
Date of Issuance:	June 06, 2024

For Office Use Only:

20240606154715061

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- X • Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Steffani McLean Title: VP Pro Sales

Signature: Date: June 26, 2024

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24-08 Maintenance, Repair and Operations

VENDOR NAME: Lowe's Home Centers, LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

June 26, 2024
Date

Steffani McLean VP Pro Sales
Print Name and Title

DPP Rev. 12.13.2021

Version March 19, 2024

AGENDA MEMORANDUM

Meeting Date: 9/22/2025

To: The Honorable Mayor Walter Fajet and Members of the City Council

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

Subject: Blanket Purchase Order Increase – First Vehicle Fleet

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RECOMMENDATION: Public Works recommends that Council approve an increase to the existing open blanket Purchase Order #250071 to First Vehicle, utilizing the City of Sunrise Contract No. C-23-07-07-WL (attached), for the remainder of their contract term, including any extensions through September 28, 2031, in the amount of $54,000.00. This increase will provide funding for maintenance and repairs of various City vehicles and equipment.

DISCUSSION: Prior approval for this purchase order was granted on December 11, 2023, in the amount of $300,000. During the past fiscal year, the Sanitation Fleet has experienced significant challenges with trash cranes and garbage trucks, requiring extensive repairs. To minimize vehicle downtime and maintain operational readiness, mechanics have frequently been required to report early, stay late, and work weekends to complete necessary repairs. The requested increase will ensure adequate funding to cover outstanding monthly invoices for July and August 2025.

Spent in FY: 24/25 $287,543.75
Spent in FY: 23/24 $256,771.69

Submission Date and Time: 9/11/2025 3:06 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Public Works	**Dept. Head:**	**Dept./ Desc.:** ALL Departments
Prepared by: Rachel Buckner	**Procurement:**	**Account No.:**
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:**
Budgeted/ Funded: ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $** 300,000.00 **Current request: $** 54,000.00 **Total vendor amount: $** 354,000.00

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH FIRST VEHICLE SERVICES, INC.; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 22, 2024, the City Council of the City of Miami Springs (the "City") adopted Resolution No. 2024-4168, approving an Agreement (the "Agreement") with First Vehicle Services, Inc. (the "Contractor") for fleet management and maintenance services (the "Services") utilizing the terms and conditions of the City of Sunrise Agreement with the Contractor awarded pursuant to Request for Proposal (RFP) No. 23-01-01-WL; and

WHEREAS, the Agreement provided for the provision of the Services in an amount not to exceed $300,000 annually; and

WHEREAS, due to significant challenges with trash cranes and garbage trucks, the City is in need of additional Services in the amount of $54,000, for a total not to exceed $354,000 for fiscal year 2025-26; and

WHEREAS, the City Council desires to approve a First Amendment to the Agreement (the "First Amendment") in substantially the form attached hereto as Exhibit "A" to increase compensation for the additional Services in the amount of $54,000, for a total not to exceed $354,000 for fiscal year 2025-26 and budgeted funds in future fiscal years; and

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

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

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

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

Section 3. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute the First Amendment to the Agreement with the Contractor in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $54,000, for a total amount not to exceed $354,000 for fiscal year 2025-26, and budgeted funds in future fiscal years, subject to the final approval of the City Attorney as to form, content, and legal sufficiency.

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

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Jorge Santin	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Joseph Dion	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

FIRST AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MIAMI SPRINGS

AND

FIRST VEHICLE SERVICES, INC.

THIS FIRST AMENDMENT to the **PROFESSIONAL SERVICES AGREEMENT** (the "First Amendment") is entered into as of the ___ day of _____, 2025, (the "Effective Date of First Amendment"), by and between the **CITY OF MIAMI SPRINGS,** a Florida municipal corporation, (the "City") and **FIRST VEHICLE SERVICES, INC.,** a Delaware profit corporation authorized to do business in Florida (hereinafter, the "Contractor"), collectively referred to as the "Parties."

WHEREAS, on January 22, 2024, the City Council adopted Resolution No. 2024-4168, approving an Agreement (the "Agreement") with the Contractor for fleet management and maintenance services (the "Services") utilizing the terms and conditions of the City of Sunrise Agreement with the Contractor awarded pursuant to Request for Proposal (RFP) No. 23-01-01-WL (the "Sunrise Contract"); and

WHEREAS, the Agreement originally provided for the provision of the Services in an amount not to exceed $300,000 annually; and

WHEREAS, due to significant maintenance challenges with existing trash cranes and garbage trucks, the City is in need of additional Services in the amount of $54,000, for a total not to exceed $354,000 for fiscal year 2025-26; and

WHEREAS, the City and Contractor desire to enter into this First Amendment to the Agreement to increase compensation for the additional Services in the amount of $54,000, for a total not to exceed $354,000 for fiscal year 2025-26 and budgeted funds in future fiscal years; and

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

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

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

3. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein,

all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

4. **Defined Terms**. All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

5. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

6. **Amending Section 5 of Agreement.** Section 5, "Compensation and Payment," of the Agreement is hereby amended as follows:[1]

5. Compensation and Payment.

A. Compensation for Services provided by Contractor shall be in accordance with the rates of the Sunrise Contract attached hereto as Exhibit "A" and the Quote attached hereto as Exhibit "B." Contractor shall be compensated a flat rate, lump sum fee in the amount of $25,000.00 per month, for a total amount not to exceed $300,000.00 annually. Notwithstanding the foregoing, compensation for the Services during fiscal year 2025-26 shall be in an amount not to exceed $354,000 and in an amount not to exceed budgeted funds in future fiscal years for the duration of the Agreement's term, including any renewal periods.

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

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

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

CITY OF MIAMI SPRINGS

By: _____
J.C. Jimenez, ICMA-CM
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

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

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

CONTRACTOR

By: _____
Entity: First Vehicle Services, Inc.

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____ (telephone)
_____ (email)

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COPY

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

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

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

1. Services

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

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

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

2. Payments

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

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

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

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

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

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

3. Initial Contract Period and Contract Renewal

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

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

4. Access and Audits

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

5. Truth-In-Negotiation Certificate

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

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

6. Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

Original to:

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

Copy to:

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

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

7. Performance and Payment Bond

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

8. Termination for Governmental Non-Appropriations

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

9. Termination for Cause

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

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

10. Termination for Convenience

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

11. Indemnification

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

12. Independent Contractor

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

13. Authority to Practice

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

14. Severability

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

15. Governing Law/Jurisdiction/Venue

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

16. Successors and Assigns

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

17. Subcontracting

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

18. Conflict of Interest

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

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19. Contingent Fees

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

20. Nondiscrimination

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

21. Public Entity Crimes

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

22. Modifications of Work

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

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

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

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

23. Notice

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

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

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

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

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

24. No Damages for Delay

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

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

25. Public Records Law

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

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

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

26. Entirety of Contract

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

27. Discriminatory Vendor List

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

28. Scrutinized Companies

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

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

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

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29. Order of Precedence

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

30. Compliance with Laws

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

31. Electronic Recordkeeping

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

32. E-Verify – Employment Eligibility

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

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

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

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

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

33. Foreign Gifts and Contracts

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

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

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

CITY OF SUNRISE

By: _____

Print: John T. Curran

Title: Procurement Manager

Date: 12/20/2023

Approved as to form and legal sufficiency for the City

By: _____
Kimberly A. Kisslan
City Attorney

First Vehicle Services, Inc.

_____ (_____)
Witness

_____ By: _____
Witness DocuSigned by: 0C3C4EBAA8BC49B...

Print Name: George Cavelle

Title: Region Vice President

Date: 12/1/2023

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EXHIBIT A – Scope of Services

SERVICES TO BE PERFORMED AND CONTRACTOR'S RESPONSIBILITIES

GENERAL

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

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

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

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

CITY GARAGE AND EQUIPMENT AND FACILITY USE LICENSE

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

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

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

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

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

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

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

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

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

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

STAFFING

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

SECURITY OF CITY ASSETS

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

CONFIDENTIALITY OF SERVICE OPERATIONS

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

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

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

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

PREVENTIVE MAINTENANCE

DEFINITION

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

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

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

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

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

FLEET ASSESSMENT

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

PREVENTIVE MAINTENANCE SCHEDULING

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

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

ANNUAL INSPECTION

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

REPAIRS AND ADDITIONAL SERVICES TO BE PERFORMED

PREVENTIVE MAINTENANCE RELATED REPAIRS

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

DIRECTED WORK

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

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

ROAD CALLS

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

QUICK FIX

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

WARRANTY AND RECALL WORK

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

RE-REPAIR

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

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

OUTSIDE REPAIRS

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

REPAIR PRIORITY

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

NEW VEHICLE PREPARATION

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

VEHICLE DISPOSAL

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

ACCIDENT AND VANDALISM REPAIRS

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

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

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

USER ABUSE REPAIRS

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

ROAD TESTING

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

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

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

NOTIFICATION

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

INVESTIGATIONS AND AUDITS

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

GARAGE VEHICLES

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

FUEL

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

PARTS & PERFORMANCE STANDARDS

PARTS INVENTORY

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

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

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

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

ACCESS TO PARTS ROOM

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

QUALITY ASSURANCE/PERFORMANCE STANDARDS

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

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

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

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

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

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

REPORTING

RECORDS

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

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

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FILES

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

MONTHLY MANAGEMENT REPORT

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

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

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

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

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

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

ANNUAL REPORT

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

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

INVOICES

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

OTHER SERVICES

EMERGENCIES

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

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

PURCHASES

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

HOURS OF SERVICE

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

WASTE

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

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

WELDING

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

SPECIALITY VEHICLES

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

ADJUSTMENTS TO THE APPROVED BUDGET

Changes in the size or mix of the Fleet

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

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

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NON-TARGET WORK

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

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

OTHER NON-TARGET WORK

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

NON-TARGET LABOR CHARGE

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

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

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SCHEDULE I

Revision 2 June 30, 2023
CITY OF SUNRISE

TARGETED OPERATING BUDGET SERVICES
PRICE PROPOSAL

Proposers must complete the following Cost Section:

TO: City of Sunrise, Florida

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

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

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

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

- Define each cost element on a separate page
- Explain changes from year-to-year

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

CONTRACTOR'S SIGNATURE

Date: 6/8/2023

First Vehicle Services, Inc.
COMPANY'S NAME

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

Annual Increases

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

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CITY OF SUNRISE

NON-TARGETED OPERATING BUDGET SERVICES
DETAILED HOURLY RATE PROPOSAL

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

CONTRACTOR'S SIGNATURE

Date: 6/8/2023

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

First Vehicle Services, Inc.
COMPANY'S NAME

MIAMI SPRINGS POLICE DEPARTMENT

MEMORANDUM

TO: Chief Matthew Castillo 9/17/25

FROM: Lieutenant Robert Castillo

SUBJECT: 2025 School Speed Zone Camera Enforcement

DATE: September 22, 2025

Beginning of School Year **August 14th, 2025 through September 3rd, 2025**

- **1209** Notices of Violation were **ISSUED**
- **267** of the Notices of Violation were **PAID**
- **0** were **CONTESTED**

All payments were deposited into the School Zone Violation Account.

Cc: Chief M. Castillo
Deputy Chief A. Sandoval
Lieutenant C. Gurney
Lieutenant C. Nunez
Lieutenant R. Castillo
Sergeant E. Estok
Sergeant R. Gonzalez
Sergeant B. Nickerson
Sergeant J. Castillo
Sergeant K. Collins
Comm. Sup. T. Michael
Executive Asst. A. Quintana
Admin Spec. II A. Vargas

MIAMI SPRINGS POLICE DEPARTMENT

MEMORANDUM

TO: Chief Matthew Castillo

FROM: Lieutenant Robert Castillo

SUBJECT: 2024-2025 Red Light Camera (RLC) Survey Summary

DATE: September 22, 2025

Reporting Period **July 1st, 2024 through June 30th, 2025**, red light camera program:

- Issued a total of **21,599** Notices of Violation
- **79** were **CONTESTED**
- **13** of the contested Notices of Violation were **DISMISSED**
- **66** of the contested Notices of Violation were **UPHELD**
- **13,042** of the Notices of Violation were **PAID**
- **7,756** of the Notices of Violation resulted in **Uniform Traffic Citations (UTC)**

All payments were deposited into the general fund.

Cc: Chief M. Castillo
Deputy Chief A. Sandoval
Lieutenant C. Gurney
Lieutenant C. Nunez
Lieutenant R. Castillo
Sergeant E. Estok
Sergeant R. Gonzalez
Sergeant B. Nickerson
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