



## **CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Maria Puente Mitchell**

**Vice Mayor Bob Best**  
**Councilman Walter Fajet, Ph. D.**

**Councilwoman Jacky Bravo**  
**Councilman Victor Vazquez, Ph. D.**

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

### **CITY COUNCIL REGULAR MEETING AGENDA**

**Monday, June 14, 2021 – 7:00 p.m.**

**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida**  
**(In-person and virtually. See pages 3-4 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilwoman Jacky Bravo  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations: None.**
  - A)** Recognizing new Eagle Scouts Troop 334 members Joel Estevez, Angel Jariel Plana, Jack Ethan Fulton, Benet Sieg-Sintas, Victor Angel Vazquez-Hernandez; and Recognizing James Fulton III on receiving the Eagle Scouts District Award of Merit Boy Scout presentation by Presentations
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
  - A)** May 24, 2021 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings: None.**
- 9. Consent Agenda: (Funded and/or Budgeted):**
  - A) Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Change Order To Stonehenge Construction, LLC For The Prince

Field Concrete Pad Installation Project In An Amount Not To Exceed \$28,490; Providing For A Waiver Of Competitive Bidding; And Providing For An Effective Date

**10. Old Business: None.**

**11. New Business:**

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Dissolving The Code Review Board, The Memorial Committee, And The Golf And Country Club Advisory Board By Repealing Articles III, IV, And XIV Of Chapter 32, “Boards, Commissions, Committees” Of The City’s Code Of Ordinances; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Establishing Rates For Collection Of Garbage, Trash And Recycling For Residential And Commercial Customers Effective October 1, 2021; Providing For Implementation; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving A Second Extension Of The Lease Agreement With Westward Partners, LLC For A Police Department Substation At 274 Westward Drive; Providing For Authorization; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Providing For The Third Amendment To The FY 2020-21 General Fund And Stormwater Enterprise Fund Budgets To Record FEMA Funding To Pay The Costs Of The Covid-19 Vaccination Sites And To Record The Costs Of The Oakwood/Stafford Park Stormwater Project; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing The Business And Economic Development Task Force; 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 Demolition Of The Structure Located At 4545 Nw 36th Street (Folio No.: 05-3120-030-0130) Consistent With The Order Of The Miami-Dade County Unsafe Structures Board; Selecting Demolition Masters, Inc. To Demolish The Structure And Secure The Property In An Amount Not To Exceed \$15,886; Authorizing The Negotiation And Execution Of A Demolition Contract; Authorizing The City Attorney To Initiate A Lawsuit To Foreclose The City’s Interests In The Property; Providing For Implementation; And Providing For An Effective Date

G) Request by City Staff to discuss request by residents to close pedestrian sidewalks at five location on east side of the City

**12. Other Business:**

A) Request by Mayor Mitchell to discuss Governor’s approval of the 2021 State appropriations for the South Royal Poinciana project, East Drive project, and Senior Meals program

B) Update by Mayor Mitchell and City Manager Alonso on recent meetings with FDOT

regarding the NW 36 Street Corridor and Iron Triangle Projects; and encouraging residents to participate in the virtual and physical FDOT Public Workshops on June 22<sup>nd</sup> and June 24<sup>th</sup>.

C) Request by Councilman Fajet to discuss the proposed pedestrian bridge on North Royal (by the train tracks)

D) Discussion on setting the date for the Millage Rate Meeting in July

**13. Reports & Recommendations:**

A) City Attorney

B) City Manager

C) City Council

**14. Adjourn**



## CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:  
**Monday, June 14, 2021 at 7:00 p.m. at**  
**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida**  
**(Physical Meeting Location)**

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

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

### ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

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

### WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **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](mailto: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](mailto: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](mailto: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, May 24, 2021 7:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida  
Virtual Council Meeting using Communications Media Technology Pursuant to  
Governor's Executive Order 20-69

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:05 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera (via Zoom)

Planning Director Chris Heid (via Zoom)

Police Chief Armando Guzman

Recreation Director Omar Luna

- 2. Invocation:** Offered by Vice Mayor Bob Best  
**Pledge of Allegiance:** Audience led the Pledge of Allegiance and Salute to the Flag.
- 3. Agenda / Order of Business: None at this time.**
- 4. Awards & Presentations:**

A) Introductory remarks by the Honorable Mayor Daniela Levine-Cava, Miami-Dade County

**County Mayor Levine-Cava introduced herself to the Mayor and City Council; she spoke of upcoming County initiatives led by her and her administration. She addressed local City related issues and how she will maintain open dialogue between the City and her office. She stated that she looks forward to working with the City throughout her term. She further addressed all of the Mayor and City Council questions and concerns.**

- 5. Open Forum:** The following members of the public addressed the City Council: **Francisco Fernandez; Arthur Karlick; and Annie Cassab.**

**6. Approval of Council Minutes:**

- A) May 5, 2021 – Workshop
- B) May 24, 2021 – Regular Meeting

**Councilman Vazquez corrected the vote on Item 11C in the May 24, 2021 Council meeting minutes. Vice Mayor Best moved to approve the workshop minutes of May 5, 2021 and the corrected meeting minutes of May 24, 2021 Regular Meeting. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.**

**7. Reports from Boards & Commissions: None at this time.**

**8. Public Hearings:**

- A) CASE # 01-V-21  
APPLICANT: JULIO D. SOMARRIBA JR  
ADDRESS: 661 FALCON AVENUE  
ZONING: R-1B SINGLE FAMILY RESIDENTIAL

**City Attorney Haydee Sera read the case number, address, and request. She stated that the applicant is seeking approval to retain a pergola and a storage shed built without permit. The storage shed is of typical metal storage shed measuring 8' x 12', but with a 2.5' setback, quite close to the neighboring property.**

**Planning Director Chris Heid gave an oral presentation on the applicant's request. The applicant, Julio Somarriba, was present and answered the Council's questions. Mayor Mitchell opened the public hearing and there were no speakers at this time. After some discussion, Vice Mayor Best moved to uphold the Board of Adjustment's recommendation to deny the request. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.**

- B) CASE # 02-V-21  
APPLICANT: ENA MANTOVANELLI  
ADDRESS: 141 GLENDALE DRIVE  
ZONING: R-1C SINGLE FAMILY RESIDENTIAL

**City Attorney Haydee Sera read the case number, address, and request. She stated that the applicant is requesting to split the existing lot into two lots of identical size, each measuring 55 feet in width and 127 feet in depth for a lot size of 6,985 square feet.**

**Planning Director Chris Heid gave an oral presentation on the applicant's request.**

The applicant, Mr. Mantovanelli, was present and answered the Council's questions. Mayor Mitchell opened the public hearing and there were no speakers at this time. After some discussion, Vice Mayor Best moved to uphold the Board of Adjustment's recommendation to approve the request. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

C) CASE # 01-ZP-21  
APPLICANT: JUAN CARLOS OLIVA  
ADDRESS: 4601 – 4649 NW 36TH STREET  
ZONING: NW36 NORTHWEST 36TH STREET DISTRICT

City Attorney Haydee Sera read the case number, address, and request. She stated that the applicant is seeking to replat the property which consists of two separate parcels of land at 4601 NW 36 Street and 4649 NW 36 Street, as well as the alley (a City right-of-Way) running between the two parcels.

Planning Director Chris Heid gave an oral presentation on the applicant's request. A representative for the applicant was present, but did not speak at this time. Mayor Mitchell opened the public hearing and there were no speakers at this time. Councilman Fajet moved to uphold the Zoning Board's recommendation to approve the request. Vice Mayor Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

9. Consent Agenda: (Funded and/or Budgeted): None at this time.

10. Old Business:

A) Update on Fourth of July Events

Omar Luna, Recreation Director, addressed the City Council with the updates on the events for the Fourth of July. He stated that he has met with various City departments to coordinate a variety of safety guidelines for the parade. He provided an overview on the parade participation rules for the vehicles that would like to participate. He stated that the car show will be Saturday night, with a variety of events throughout the weekend. He answered all the City Council's questions.

11. New Business: None at this time.

12. Other Business:

A) Request by Councilwoman Bravo to discuss advisory boards

Councilwoman Bravo provided an oral presentation on dissolving several boards such as Architectural Review Board, Golf & Country Club Advisory Board, Code

**Review Board and the Memorial Committee. She also requested that the City Council consider adding two new boards, Economic Development Advisory Board and Nuisance Abatement Board.**

**After some discussion, Councilwoman Bravo moved to direct City staff to create an ordinance dissolving the aforementioned four boards. Councilman Fajet seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes; Vice Mayor Best voting No.**

**City Attorney Haydee Sera elaborated on the Nuisance Abatement Board, she stated that this item is a work in progress and is forthcoming in the near future.**

B) Request by Mayor Mitchell to discuss the creation of an Economic and Business Advisory Committee

**Mayor Mitchell explained that the proposed Economic and Business Committee, task force, would be to promote the City to attract new businesses and assist current businesses to do better. She proposes Council members appoint two people each to the committee; require the committee for an annual report to determine its viability and the City Council determines its continuity. City Attorney Haydee Sera stated that she will prepare a proposed resolution with specific guidelines for the new committee.**

**13. Reports & Recommendations:**

A) City Attorney

**City Attorney Haydee Sera reported the Airport Diner unsafe structure hearing occurred and resulted in a favorable outcome. The owners of the Diner would have to repair or demolish the building within 30 days.**

B) City Manager

**City Manager William Alonso stated that a groundbreaking ceremony will take place on June 2<sup>nd</sup> for the Town Center project located at 1 Curtiss Parkway. He stated that in an upcoming meeting, to address the concerns of residents in the residential area of NW 36<sup>th</sup> Street near the hotels/motels, the City will be proposing a wall to deter littering, loitering, and undesirables having access to local homes in the area. He stated that recent conversations with FDOT has brought on new projects that the City was unaware of. He explained that FDOT will have public workshops on June 24<sup>th</sup> and June 29<sup>th</sup>, he said that this item will be coming forth at a future Council meeting for discussion. He reminded the Council that the Memorial Day event will take place at 9am by the War Memorial.**

C) City Council

**Vice Mayor Best announced that the Miami Springs High School Baseball played two games and won, but lost the third game. He said it is the first time in school history that the team has won three District championships in a row. He explained that Father Alfaro was supposed to attend the meeting this evening, but was unable to. He said that he will be presenting the Proclamation on Saturday, June 5<sup>th</sup> at Father Alfaro's last mass.**

**Councilwoman Bravo had no report at this time.**

**Councilman Fajet thanked the City Manager and staff for addressing the issue along the dead-end street homes along NW 36<sup>th</sup> Street with the hotels that abut that residential area.**

**Councilman Vazquez added to Councilman Fajet's comments and stated that the hotels are shabby and bad neighbors to the area. He thanked the City Manager for looking into this and realizing a potential solution. Councilman Vazquez inquired about the Administrative Policy that would regulate issues such as the #onation, and similar requests. He shared his interest that he would like to see more historical markers around the City and the possibility of welcoming City signs when entering the City. He expressed his interest in creating a Youth Advisory Board, but will be presented at a later date.**

**Mayor Mitchell thanked Miami-Dade County Mayor Levine-Cava for attending the meeting and answering the Council's questions. She stated that she along with the City Manger have been meeting with FDOT on the proposed plans and constructions for NW 36<sup>th</sup> Street. She wished everyone a wonderful Memorial Day weekend.**

**14. Adjourn**

There being no further business to be discussed the meeting was adjourned at 10:25 p.m.

*Respectfully submitted:*

---

*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 14th day of June, 2021.*

---

*Maria Puente Mitchell, Mayor*

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



# AGENDA MEMORANDUM

**Meeting Date:** 6/14/2021

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

**Via:** William Alonso, City Manager/Fin. Director

**From:** Zuzell E. Murguido, Procurement Specialist II

**Subject:** Addition of three (3) concrete pads adjacent to the Prince Field Baseball Field Dugouts

**RECOMMENDATION:** Recommendation by the City Manager that Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code and authorize the issuance of a Change Order to Stonehenge Construction, LLC (SHC) for the Concrete Pad Project in an amount not to exceed \$28,490, as being in the best interest of the City as utilizing a competitive sealed bidding process is not practicable, the City has previously engaged Contractor to perform the Prince Field Drainage Improvements Project, and it is more efficient and in the City's best interest for the Contractor to perform the Concrete Pad Project while performing the Drainage Project. Funding is from the contingency funds left over from the Senior Center Construction Project.

**DISCUSSION:** In accordance with Section 31-11(c)(2) of the City's Code, the City requested three quotes to perform the Concrete Pad Project, anticipating that the good faith estimate total cost would not exceed \$25,000. The quotes received were: 1) Metro Express, Inc. \$26,738, 2) E&D Concrete Finish and Services, Inc. \$27,940 and 3) Stonehenge \$28,490.00. SHC's proposal is approximately \$1,752 more than the lowest bidder's Proposal; however, it is recommended that the City utilize SHC to construct the Concrete Pad Project as it is more efficient and, in the City's best interest for the Contractor to perform the Concrete Pad Project while performing the Drainage Project.

The purpose of adding the three (3) concrete pads adjacent to the baseball field dugouts is to provide a cleaner area for our park patrons to watch the baseball games at Prince Field. The area where we are putting the concrete pads currently have old bleachers on them and when it rains the area remains flooded for a couple of days and the bleachers can't be used during this time. These areas also don't have any shade canopies, which makes it very difficult to watch a game during the hot summer days. By adding the three concrete pads, the City intends to provide the following:

1. Areas where the patrons can sit for a game and the ground not be saturated;
2. Areas where patrons can put up a 10 x 10 canopy or tent, for example to provide shade for them to sit on a hot day;
3. A cleaner overall area for our patrons to enjoy; and
4. The convenience of having the concrete pads in place, in the event we decide to add shade canopies in these areas in the future.

**Submission Date and Time:** 6/9/2021 4:28 PM

<p style="text-align: center;"><b>Submitted by:</b></p> <p>Department: <u>Finance-Professional Services</u></p> <p>Prepared by: <u>Omar Luna</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p style="text-align: center;"><b>Approved by (sign as applicable):</b></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p style="text-align: center;"><b>Funding:</b></p> <p>Dept./ Desc.: <u>Parks and Recreation/Aquatics</u></p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p style="text-align: right;">Current request: \$ <u>\$28,490</u></p> <p style="text-align: right;">Total vendor amount: \$ <u>\$28,490</u></p>
---	---	---



**RESOLUTION NO. 2021-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A CHANGE ORDER TO STONEHENGE CONSTRUCTION, LLC FOR THE PRINCE FIELD CONCRETE PAD INSTALLATION PROJECT IN AN AMOUNT NOT TO EXCEED \$28,490; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) issued Request for Proposals No. 02-20/21 (the “RFP”) for construction of the Prince Field Drainage Improvement Project (the “Drainage Project”); and

**WHEREAS**, on March 8, 2021, the City Council adopted Resolution No. 2021-3897 selecting Stonehenge Construction, LLC (the “Contractor”) to construct the Drainage Project pursuant to Request for Proposals No. 02-20/21 (the “RFP”) and approving the execution of a Construction Contract with the Contractor in an amount not to exceed \$57,441.00; and

**WHEREAS**, the Drainage Project is currently under construction; and

**WHEREAS**, the City seeks to install three concrete pads at Prince Field to enhance the park (the “Concrete Pad Project”); and

**WHEREAS**, in accordance with Section 31-11(c)(2) of the City’s Code of Ordinances (the “Code”), the City requested three quotes to perform the Concrete Pad Project, anticipating that the good faith estimate total cost would not exceed \$25,000; and

**WHEREAS**, Stonehenge Construction, LLC (the “Contractor”) submitted a proposal totaling \$28,490, a copy of which is attached hereto as Exhibit “A” (the “Proposal”); and

**WHEREAS**, Contractor’s Proposal is approximately \$1,752 more than the lowest bidder’s Proposal; however, it is recommended that the City utilize the Contractor to construct the Concrete Pad Project as it is more efficient and in the City’s best interest for the Contractor to perform the Concrete Pad Project while performing the Drainage Project; and

**WHEREAS**, the Proposal for this Project exceeds the \$25,000 threshold set forth

in Section 31-11(c)(2) of the City Code; 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 construction of the Concrete Pad Project as being in the best interest of the City as utilizing a competitive sealed bidding process is not practicable, the City has previously engaged Contractor to perform the Drainage Project, and it is more efficient and in the City's best interest for the Contractor to perform the Concrete Pad Project while performing the Drainage Project; and

**WHEREAS**, pursuant to the procurement process and the recommendation of the City Manager, the City Council desires to waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code and authorize the issuance of a Change Order to Contractor for the Concrete Pad Project in an amount not to exceed \$28,490 consistent with the Proposal and the Construction Contract entered into pursuant to the RFP; 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 the City Council hereby approves the issuance of a Change Order to Contractor for the Concrete Pad Project in an amount not to exceed \$28,490, consistent with the Proposal and the Construction Contract entered into pursuant to the RFP.

**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 construction of the Concrete Pad Project 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:

Vice Mayor Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilwoman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 14<sup>th</sup> day of June, 2021.

ATTEST:

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

\_\_\_\_\_  
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



**Metro Express, Inc.**  
**State Wide General Engineering Contractors**  
**CGCO50965- E-201301**

Licensed  
 Insured  
 Bonded

# PROPOSAL

REVISED 5/7/2021

Quote No. 040521-003

Date: 4/5/2021

To:	City of Miami Springs Public Works Department 345 N Royal Poinciana Blvd Miami Springs FL 33166-5259		
Contact	Lazaro Garaboa	Phone: 305-805-5170	Fax: 305-805-5195
Job:	Prince Field Park on Westward DR, Miami Sprigs		

We hereby propose to furnish all labor, material and equipment subject to terms and conditions as follows:  
 The job will include and be limited to the following:

	Unit	Qty	UP	Total
Mobilization	EA	1	600.00	600.00
MOT	EA	1	600.00	600.00
Concrete Sidewalk/Slab 6" thick, 4000 PSI	SF	2,268	5.50	12,474.00
Remove and Dipose existing soil	SY	252	15.00	3,780.00
Concrete Curb	LF	245	20.00	4,900.00
Concrete Pump	EA	3	900.00	2,700.00
Reinforcement for concrete: WWM	SF	2,268	0.50	1,134.00
Concrete Sidewalk/Slab 6" thick, 4000 PSI (ramp/connector)	SF	100	5.50	550.00
<b>TOTAL</b>				<b>26,738.00</b>

Slab dimensions: 56x16 + 40x10.5 + 68x14  
 NOTES:  
 City to remove existing benches  
 City to open Fence to allow concrete pouring and equipment  
 Notes:  
 \*\*All other job not listed above will be billed at additional charge.  
 \*\*Price do not include any permit (to be obtained by others), MOT, surveying, tree removal, valve adjustment, testing, layout, marking, painting, as-built, regrading, landscaping, etc  
 \*\*Not responsible for area not ready, cars or any other obstacle in the area of work.  
 \*\*All work to be performed in regular daily operation hours during weekdays.

We hereby propose to furnish labor and materials, complete in accordance with above specifications, for the sum showm above, with payment to be made within 30 days after work completed.

THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THREATER AT THE OPTION OF METRO EXPRESS INC.

Authorized Signature: A.F.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outiline above and interest charges may be charged upon deliquent accounts.

ACCEPTED BY: \_\_\_\_\_  
 name signature

DATE: \_\_\_\_\_

**3 Concrete Pads on Prince Field**

---

Project: Miami Springs - Prince Field PROPOSAL No. 1  
 101 Apache Street Date: 4/19/2021  
 Miami Springs, FL

Owner: Miami Springs  
 201 Westward Drive  
 Miami Springs

---

This proposal is for the scope of work described below:

**Dedicated**

03 0000 Remove approx. 25' of existing 5' sidewalk. Clear organic material for new 52'x15'x6" concrete pad and 10'x'17' concrete ramp at First Base Line of North Field. Clear Organic Material for new 38'x10'x6" concrete pad wit 4'x6' concrete ramp at Third Base Line of North Field. Prepare and cast 67' x 15' x 6" Concrete Pad at Third Base Line of South Field. On side closest to field concrete needs to have at least 5' of slab flush with clay to allow water to reach new drain.

\$ 26,258.39



Proposed Work Days: 5  
 Labor, Material & Equipment: \$ 26,258.39  
 CM - OH&P : \$ ~~4,463.93~~ \$2,231.61  
 Total Price: \$ ~~30,722.32~~  
 \$ 28,490.00

Proposed: \_\_\_\_\_ Date: 04/19/2021  
 David Garcia, Project Manager  
 Stonehenge Construction, LLC

Accepted: \_\_\_\_\_  
 Project Manager  
 Etienne Bejarano

Stonehenge Construction, LLC  
 13100 SW 128 Street  
 Miami, FL 33186  
 o: 786-866-7776 f: 786-866-7777

**Prince Field - Field Concrete Pads**

**Budgetary estimated**

**Scope**

Concrete Pads 1.00  
-

Quantity: 1.00 LS Time 1.00  
Total Item 26,258.39 Unit Price \$26,258.39

**Material**

Description	Qt	UP	Total
Material (Lumber/Steel)	1.00	1,500.00	1,500.00
Misc	1.00	500.00	500.00
Concrete	50.00	135.00	6,750.00
Concrete Pump & Finish	2.00	1,500.00	3,000.00
Dump Fee	2.00	500.00	1,000.00
	-	-	4,418.91
		Sub-total	17,168.91
		Tax	1,115.98
		Total.....	18,284.89

\$18,284.89

**Equipment**

Description	Qt	UP	Hr	Days	Total
Combination/Bobcat	1.00	60.00	8	2.00	960.00
Plate Comp.	1.00	11.00	8	2.00	176.00
Pick up truck and tools	1.00	10.00	4	2.00	80.00
		SubTotal			1,216.00
		Fuel&Waiver			328.32
		ST			1,544.32
		Tax			100.38
		Total.....			1,644.70

\$1,644.70

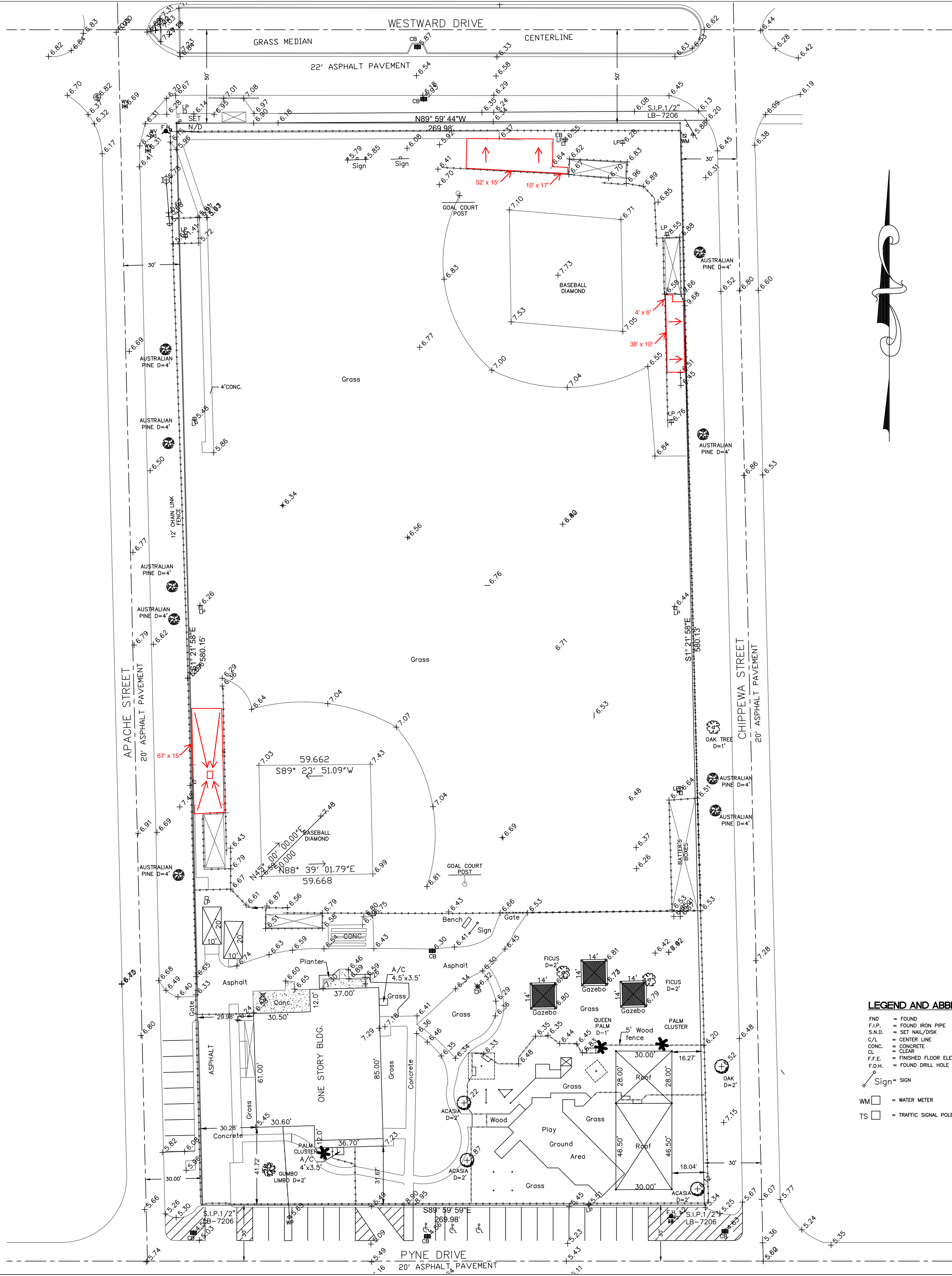
**Labor**

Description	Qt	UP	Time	Total
operator	1.00	27.00	8 2.00	432.00
Pipe layer	-	23.00	8 -	-
Labor	2.00	18.00	8 7.00	2,016.00
Foreman	1.00	40.00	8 7.00	2,240.00
			1 1	-
		SubTotal		4,688.00
		35% Burden		1,640.80
		Total.....		\$6,328.80

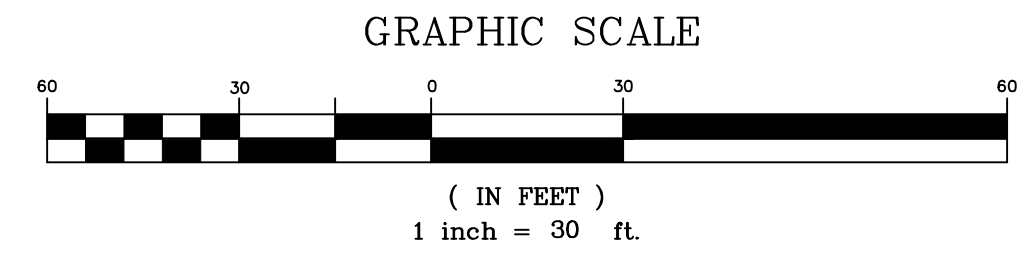
**Miscellaneous**

Description	Qt	UP	Time	Total
Barricades	-	0.50	10.00	-
Surveyor	-	1,500.00		-
Densities	-	700.00		-
Pipe Laser	-	750.00		-
		SubTotal		-
				\$0.00
		GranTotal		\$26,258.39
		General Conditions		-
		<b>Total</b>		<b>\$26,258.39</b>





# TOPOGRAPHIC SURVEY



**1 WOOD**

40' 35"	35' 40"	40' 35"	35' 40"
2	3	2	3
4	5	4	5
5	6	5	6
6	7	6	7
7	8	7	8
8	9	8	9
9	10	9	10
10	11	10	11
11	12	11	12
12	13	12	13
13	14	13	14
14	15	14	15
15	16	15	16
16	17	16	17
17	18	17	18
18	19	18	19
19	20	19	20
20	21	20	21
21	22	21	22
22	23	22	23
23	24	23	24
24	25	24	25
25	26	25	26
26	27	26	27
27	28	27	28
28	29	28	29
29	30	29	30
30	31	30	31
31	32	31	32

**LOCATION SKETCH N.T.S.**

PROPERTY ADDRESS 101 APACHE STREET, MIAMI SPRINGS, FLORIDA 33166

**LEGAL DESCRIPTION:**  
 LOTS 1 THRU 8 AND LOTS 11, 13, 15 AND LOTS 18 THRU 21, LOT 23 AND LOTS 26 THRU 31 OF GOLF COURSE ADDITION TO THE TOWN OF HIALEAH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8 PAGE 91 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND TRACTS A-B-C-D OF BLOCK 11 OF REVISED PLAT OF GOLF COURSE ADDITION TO THE TOWN OF HIALEAH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34 PAGE 38 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA CONTAINING A NET AREA OF 3.59 ACRES MORE OR LESS

**LEGEND AND ABBREVIATIONS**

- FND = FOUND
- F.I.P. = FOUND IRON PIPE
- S.N.D. = SET NAIL/DISK
- C/L = CENTER LINE
- CONC. = CONCRETE
- CL = CLEAR
- F.F.E. = FINISHED FLOOR ELEVATION
- F.D.H. = FOUND DRILL HOLE
- Sign = SIGN
- WM = WATER METER
- TS = TRAFFIC SIGNAL POLE
- Light Pole
- Fire Hydrant
- Concrete Pole
- Catch Basin
- Concrete Light Pole
- Sanitary Sewer Manhole
- Electric Box
- Water Valve

**SURVEYOR'S NOTES:**

- LOCATIONS OF VISIBLE ON AND OFF SITE UTILITIES AS SHOWN ARE APPROXIMATE AND MAY OR MAY NOT BE COMPLETE. THE NATURE AND LOCATIONS OF EXISTING UTILITIES SHOULD BE VERIFIED PRIOR TO INITIATING ANY ACTIVITY WHICH MAY AFFECT THEIR USE OR LOCATION. NO UNDERGROUND INSTALLATIONS AND OR IMPROVEMENTS HAVE BEEN LOCATED.
- THE LAST DAY OF FIELDWORK WAS PERFORMED ON JUNE 28, 2011.
- NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP THAT WOULD AFFECT THE BOUNDARIES WERE FURNISHED TO THE UNDERSIGNED SURVEYOR.
- RECORD AND MEASUREMENT CALLS ARE IN SUBSTANTIAL AGREEMENT UNLESS OTHERWISE NOTED.
- OWNERSHIP OF FENCE IF ANY HAS NOT BEEN DETERMINED.
- ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM (1929) AS PER DADE COUNTY PUBLIC WORKS BENCHMARK No M-48, ELEVATION 7.27'
- FLOOD ZONE: AH ELEV.: 7  
 PANEL No: 12086C 0283 SUFFIX: L  
 COMMUNITY No: 120653
- EARINGS ARE ASSUMED, CENTER LINE OF PYNE DRIVE DUE EAST

DATE: \_\_\_\_\_

REVISIONS: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVALS: \_\_\_\_\_

CERTIFICATION: **CARLOS ALBERTO LOPEZ** No. 578 REGISTERED PROFESSIONAL SURVEYOR FOR THE FIRM STATE OF FLORIDA REGISTRATION NO. 578 DATED 01/11/2004

BY: \_\_\_\_\_ FOR THE FIRM

STATE OF FLORIDA REGISTRATION NO. 578 DATED 01/11/2004

NOT VALID WITHOUT EMBROSSED SEAL

LB 7206

DESIGNED: \_\_\_\_\_

DRAWN: LMH

CHECKED: C.H.

SCALE: AS SHOWN

**LAND SURVEYING INC.**  
 5951 N.W. 151 STREET Suite 210  
 P.M.F. 305 807-8640 FAX:305 823-9806

**TOPOGRAPHIC SURVEY**

PROJECT: **SENIOR CENTER & PRINCE FIELD**

PREPARED FOR: **CITY OF MIAMI SPRINGS**

SHEET: 1

OF 1 SHEETS

DATE: 12-11-2014

DATE: 12-09-2014

CH-014148

LICENSED AND INSURED  
E & D Concrete Finish and Services, Inc.  
[doromendez@yahoo.com](mailto:doromendez@yahoo.com)

**Proposal**  
June 3, 2021

**From:**

**E & D Concrete Finish and Services, Inc.**  
5471 West 11th Avenue  
Hialeah, FL. 33012  
Ph: 786/344-6481  
Email: [doromendez@yahoo.es](mailto:doromendez@yahoo.es)

**TO:**

**Zuzell Murguido**  
201 Westward Drive  
Miami Springs, FL 33166  
[murguido@miamisprings-fl.gov](mailto:murguido@miamisprings-fl.gov)

Description			Amount
Description: Three slab for the benches Dimentions: 2268 sqf Demolition of the dirt Lime Rock Compact Form at 6 inches Wire mesh Rebar #5 around the wood Concrete 4000 psi at 6 inches Concrete Pump Brum finish  Note: In this price is not include the permit or city fee, we are not responsible for damage in the utilitys but we are working carfully.			\$27,940.00

**Sub Total:** \$27,940.00  
**Sales Tax:**  
**Total:** \$27,940.00

**Make all cheques payable to:**  
E & D Concrete Finish and Services, Inc.

**If you have any questions concerning this invoice, call:**  
Eduardo Mendez - Ph: 786/344-6481

**THANK YOU FOR YOUR BUSINESS!**





# AGENDA MEMORANDUM

**Meeting Date:** June 14, 2021

**To:** Honorable Mayor and Members of the City Council

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

**Subject:** 1<sup>st</sup> Reading: Ordinance Dissolving Three City Boards

---

## **Recommendation:**

Adopt the proposed Ordinance dissolving the following three (3) City boards on first reading: (1) The Code Review Board; (2) The Memorial Committee; and (3) The Golf and Country Club Advisory Board.

## **Discussion/Analysis:**

At the request of Mayor Mitchell, at the April 26, 2021 Council Meeting, an ordinance was presented on first reading to sunset and dissolve the following four (4) City boards:

1. The Code Review Board;
2. The Memorial Committee;
3. The Golf and Country Club Advisory Board; and
4. The Architectural Review Board.

In addition to dissolving these boards, the ordinance also provided an amendment to the Code relating to appointments to and procedures for the Charter Review Board. At the April 26, 2021 meeting, the City Council deferred the ordinance.

At the May 24, 2021 Council Meeting, Councilwoman Bravo presented an agenda item to discuss various City boards. At the conclusion of the discussion, direction was provided for the City Attorney to prepare an ordinance dissolving the following City boards:

1. The Code Review Board;
2. The Memorial Committee;
3. The Golf and Country Club Advisory Board; and
4. The Architectural Review Board.

The proposed Ordinance dissolves the following three boards: (1) The Code Review Board; (2) The Memorial Committee; and (3) The Golf and Country Club Advisory Board, as they have been inactive for at least one year, have difficulties achieving quorums, and no longer serve the purposes for which they were created. The proposed Ordinance does not amend any provisions of the Code related to the Charter Review Board or other City Boards or Committees. At the recommendation of the City Attorney, the Architectural Review Board is not included in the proposed Ordinance, in light of state legislation, HB 401, which could have an effect on the Architectural Review Board.

In addition to Councilwoman Bravo's discussion item related to City boards, during the May 24, 2021 Council Meeting, Mayor Mitchell presented a separate agenda item related to the creation of a Business and Economic Development Task Force (the "Task Force"). After discussion, direction was provided for the City Attorney to draft a resolution establishing the Task Force. The proposed resolution establishing the Task Force is a separate agenda item on the June 14, 2021 agenda.

If the Ordinance is adopted by Council on first reading, it will be advertised for second reading and placed on the agenda for the June 28, 2021 meeting.

**Submission Date and Time: 6/9/2021 12:01 PM**

ORDINANCE NO. \_\_\_\_\_ - 2021

**AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, DISSOLVING THE CODE REVIEW BOARD, THE MEMORIAL COMMITTEE, AND THE GOLF AND COUNTRY CLUB ADVISORY BOARD BY REPEALING ARTICLES III, IV, AND XIV OF CHAPTER 32, "BOARDS, COMMISSIONS, COMMITTEES" OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") has the authority under the City Charter, the State Constitution and Section 166.021(1), Florida Statutes to exercise any power for municipal power except where expressly prohibited by law; and

**WHEREAS**, pursuant to this power, the City has created a number of advisory boards, commissions and committees to assist the City Council by giving input and making recommendations in order for the City Council to govern more effectively; and

**WHEREAS**, the City Council has determined that several boards and committees have been inactive for at least one year, have difficulties achieving quorums, and no longer serve the purposes for which they were created; and

**WHEREAS**, the City Council finds that it is in the best interest and welfare of the residents of the City to dissolve the Code Review Board, the Memorial Committee, and the Golf and Country Club Advisory Board by repealing the sections of the City's Code of Ordinances (the "Code") pertaining to each of the aforementioned respective Boards.

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

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

**Section 2. Repeal of Code Sections.** That the Code of Ordinances of Miami Springs, Florida, is hereby amended by repealing the following sections in Chapter 32 of the Code of Ordinances of Miami Springs, Florida in their entirety, as further shown on Exhibit A attached hereto and incorporated herein: Article III, "Code Review Board," Sections 32-10 through 32-16; Article IV, "Memorial Committee," Sections 32-20 through 32-22; and Article XIV, "Golf and Country Club Advisory Board," Sections 32-92 through 32-98.

---

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

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

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

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

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

52 **PASSED ON FIRST READING** on the \_\_ day of \_\_\_\_\_, 2021, on a  
53 motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

54 **PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_  
55 \_\_\_\_\_, 2021, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_. Upon  
56 being put to a roll call vote, the vote was as follows:

57	Vice Mayor Bob Best	_____
58	Councilwoman Jacky Bravo	_____
59	Councilman Dr. Walter Fajet	_____
60	Councilman Dr. Victor Vazquez	_____
61	Mayor Maria Puente Mitchell	_____

62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

76 APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
77 FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:  
78  
79  
80 \_\_\_\_\_  
81 WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
82 CITY ATTORNEY

**EXHIBIT A**

83  
84 Chapter 32 - BOARDS, COMMISSIONS, COMMITTEES

85 \* \* \*

86 ~~ARTICLE III. - CODE REVIEW BOARD~~

87 ~~Sec. 32-10. - Establishment.~~

88 ~~There is created and established in the City a Code Review Board.~~

89 ~~Sec. 32-11. - Powers and duties.~~

90 ~~The Code Review Board is vested with the power and authority, and charged with~~  
91 ~~the duty and responsibility, of the review and consideration of the Code of Ordinances~~  
92 ~~of the City, and to report to the City Council all recommendations for amendment.~~

93 ~~Sec. 32-12. - Members.~~

94 ~~(A) - The Code Review Board shall consist of five voting members appointed by each~~  
95 ~~member of the council including the Mayor for staggered three-year terms, and two~~  
96 ~~ex-officio members:~~

97 ~~(1) - City Manager.~~

98 ~~(2) - City Attorney.~~

99 ~~(B) - Members shall be qualified electors of the City. Upon the expiration of a board~~  
100 ~~member's term, the City Council member making the original appointment, or that~~  
101 ~~City Council member's successor in office, shall appoint the board member to serve~~  
102 ~~during the new board term. If, for any reason, an appointment should not be made to~~  
103 ~~fill an expired term, the incumbent will continue to serve until his successor has been~~  
104 ~~appointed. No board member shall serve on any other board or commission of the~~  
105 ~~City while holding this office. No board member who shall have served three~~  
106 ~~consecutive terms of office, shall be eligible to serve an additional term of office for~~  
107 ~~two years thereafter, unless the appointment for any additional term shall be~~  
108 ~~confirmed by a majority of the council.~~

109 ~~(C) - In the event of the death, removal, or resignation of a member, a successor shall~~  
110 ~~be appointed to fill the unexpired term by the council member making the original~~  
111 ~~appointment. In the event the original council member is no longer in office, his~~  
112 ~~successor shall fill the unexpired term.~~

113 ~~(D) - The Code Review Board shall prescribe and adopt rules and regulations for~~  
114 ~~proceedings hereunder.~~

115 ~~(1) - Meetings of the board shall be open to the public.~~

116 ~~(2) - The Code Review Board shall keep minutes of its proceedings showing the vote~~  
117 ~~of each member on each question or if absent or failing to vote indicating that~~  
118 ~~fact, and shall keep records of its proceedings and other official actions, all of~~  
119 ~~which shall be immediately filed in the office of the board and shall be a public~~  
120 ~~record.~~

121 ~~Sec. 32-13.— Compensation.~~

122 ~~Members of the Code Review Board shall serve without compensation, and all~~  
123 ~~consultant or support services to be furnished to the board must be requested from and~~  
124 ~~approved by the City Council or their designee prior to the services being secured.~~

125 ~~Sec. 32-14.— Rules and procedures.~~

126 ~~The members of the Code Review Board shall follow the rules and procedures~~  
127 ~~governing all boards and agencies of the City.~~

128 ~~Sec. 32-15.— Recommendations for amendments.~~

129 ~~Any elector of the City who in good faith believes that an amendment should be~~  
130 ~~made to the Code of the City, who indicates his desires and recommendations in~~  
131 ~~writing, and files the same with the City Clerk, may appear at any regularly scheduled~~  
132 ~~public meeting of the board to be heard and give evidence concerning his~~  
133 ~~recommendations. The board shall also hear recommendations of the City Council, City~~  
134 ~~Attorney, City Manager, and the City Clerk, when presented. The board may on its own~~  
135 ~~initiative appoint individual members to investigate and make recommendations relative~~  
136 ~~to the amendment of the Code. All recommendations shall be submitted to the City~~  
137 ~~Council together with a report setting forth:~~

138 ~~(A) The form of the amendment,~~

139 ~~(B) The reason for the amendment, and~~

140 ~~(C) Arguments and evidence in support of the amendment or against the adoption~~  
141 ~~of the amendment.~~

142 ~~Sec. 32-16.— Council to consider recommendations.~~

143 ~~The City Council may consider the recommendations of the Code Review Board at~~  
144 ~~any regular or special meeting, and may adopt, amend, or reject the recommendations~~  
145 ~~in the City Council's discretion. The recommendations of the Code Review Board as~~  
146 ~~contained in the report shall be made available to the public.~~

147 ~~ARTICLE IV.— MEMORIAL COMMITTEE~~

148 ~~Sec. 32-20.— Establishment and membership.~~

149 ~~There is established a memorial committee whose membership shall be composed~~  
150 ~~as follows:~~

151 ~~(A) Beginning on January 1, 2013, each of the following shall serve for consecutive~~  
152 ~~one year terms on an annual rotating basis:~~

153 ~~(1) Reverend or official delegate, All Angels Episcopal Church;~~

154 ~~(2) Pastor or official delegate, Grace Lutheran Church;~~

155 ~~(3) Pastor or official delegate, Vida Nueva Christian Ministries;~~

156 ~~(4) Pastor or official delegate, Iglesia Bautista Sion.~~

157 ~~(B) Chairperson— Historical Preservation Board.~~

158 ~~(C) Chairperson Board of Recreation.~~

159 ~~(D) Chairperson Board of Parks and Parkways.~~

160 ~~(E) Chairperson Zoning and Planning Board.~~

161 ~~Sec. 32-21. Duties.~~

162 ~~The memorial committee is charged with recommending to City Council appropriate~~  
163 ~~memorials for individuals, organizations, and special events, encouraging private~~  
164 ~~donations, and establishing minimum architectural and material standards for~~  
165 ~~memorials.~~

166 ~~Sec. 32-22. Rules of procedure.~~

167 ~~In the performance of these duties the memorial committee and the City Council~~  
168 ~~shall be governed by the following rules of procedure:~~

169 ~~(A) Recommendation for a memorialization for a deceased individual may be~~  
170 ~~sought only upon petition of a Miami Springs citizen or citizen group, or by~~  
171 ~~majority vote of the City Council.~~

172 ~~(B) The memorial committee shall consider all petitions and requests for~~  
173 ~~consideration from City Council vote within 60 days of transmission from the city~~  
174 ~~clerk.~~

175 ~~(C) Recommendations of the memorial committee shall be considered by the City~~  
176 ~~Council at its next regular meeting following receipt of the Board's~~  
177 ~~recommendation. Recommendations shall include estimates of annual~~  
178 ~~maintenance costs, if any. Public memorial funding may be made only during~~  
179 ~~adoption of the City's annual budget, unless the City Council specifically approves~~  
180 ~~the use of contingency account funding by a four-fifths vote.~~

181 ~~(D) All memorials established under the procedures prescribed by this section shall~~  
182 ~~stand for a minimum of ten years before a name may be removed or the memorial~~  
183 ~~dismantled by majority vote of the City Council. However, a memorial may have~~  
184 ~~a name removed or the memorial may be dismantled at any time subsequent to~~  
185 ~~a public hearing specifically called to consider the matter, and the rendering of~~  
186 ~~an affirmative four-fifths vote of the City Council for such removal or dismantling.~~  
187 ~~Renaming of existing memorials shall require conformance to the provisions of~~  
188 ~~this section.~~

189 ~~(E) The Memorial Committee shall utilize the following criteria in evaluating~~  
190 ~~eligibility for memorialization:~~

191 ~~1. That a person under consideration must be deceased.~~

192 ~~2. That a person must have resided in the City of Miami Springs.~~

193 ~~3. That a person must have contributed in some significant manner to the City.~~

194 ~~4. That a person with ties to the City must have distinguished themselves in~~  
195 ~~acts, actions or activities unrelated to the City.~~





233 ~~(B) The board shall keep minutes of its proceedings, showing the vote of each~~  
234 ~~member on each question or, if absent or failing to vote, indicating that fact. In~~  
235 ~~addition, the board shall keep records of all its proceedings and other official~~  
236 ~~actions, all of which shall be immediately filed in the City Clerk's office, and shall~~  
237 ~~be a public record.~~

238 ~~(C) Board action shall require the presence of a quorum of three board members.~~

239 ~~(D) All actions of the board shall be approved by a majority vote, except that no~~  
240 ~~less than three like votes are required if less than the entire board is voting.~~

241 ~~Sec. 32-97. Consultant and support services.~~

242 ~~The board shall act only in an advisory capacity to the City Council, and all~~  
243 ~~consultant and support services to be furnished to the board must be requested from~~  
244 ~~and approved by the City Council prior to the services being secured. In no way can any~~  
245 ~~act of the board exceed the specific authorization and power conferred upon it by the~~  
246 ~~City Council.~~

247 ~~Sec. 32-98. Duties and responsibilities.~~

248 ~~The duties and responsibilities of the board shall be as follows:~~

249 ~~(A) To act as an advisory board for the City Council in all matters relating to the~~  
250 ~~City golf and country club.~~

251 ~~(B) To perform all tasks, studies, or activities as may be directed by the City Council~~  
252 ~~in regard to the City golf and country club.~~

253 ~~(C) To make recommendations to the City Council in regard to the operation,~~  
254 ~~maintenance and future development of the City golf and country club.~~

255 ~~(D) To conduct meetings to solicit the ideas and opinions of the citizens in regard~~  
256 ~~to all matters relating to the City golf and country club.~~

257 ~~(E) To secure information, data, and exhibits to assist the City Council in regard to~~  
258 ~~all matters relating to the City golf and country club.~~

259 ~~(F) To provide the City Council with suggestions for new golf and country club~~  
260 ~~facilities, projects or programs.~~

261 \* \* \*



# AGENDA MEMORANDUM

**Meeting Date:** 06/14/2021

**To:** The Honorable Mayor and Members of the City Council

**From:** William Alonso, City Manager/ Finance Director

**Subject:** Increase in Sanitation fees

---

**Recommendation:**

**“In accordance with Resolution 2009-3448, the Administration requests approval of a 1.4% increase in sanitation/recycling fees which is the FY19-20 increase of 0.29% assessed by the County for disposal and recycling fees as well as an additional 1.11% to cover increased operating costs”**

**Discussion/Analysis:**

During September 2020, the City received notice from Miami Dade Solid Waste Management (attachment a) that their disposal and recycling fees will both increase by 0.29% effective October 1, 2020. The CPI for March 2021 in Miami Dade is at 1.4%, we recommend the increase of 1.4% for next fiscal year in order to cover the county increase as well as increases in operating costs of the department.

Since the City includes the annual sanitation charges on the property tax bills, it was too late to make any changes for the tax bills that were mailed out in October 2020. We are hereby requesting approval of the new fee which will be included in the tax bills that will be mailed out in October 2021. The current annual sanitation/recycling fee is \$672.72, the new fee will be \$682.14. This increase represents \$0.78 a month to the single family residential customers.

Multi-family dwellings will go from the current \$18.94 per unit to \$19.21 per unit.

The following is a history of prior increases:

<u>Fiscal Year</u>	<u>% Increase</u>	<u>Old annual rate</u>	<u>New annual rate</u>
FY12-13	1.7%	\$618.00	\$628.00
FY14-15	None	\$628.00	no change
FY15-16	2.3%	\$628.00	\$642.00
FY16-17	None	\$642.00	no change
FY17-18	0.78%	\$642.00	\$648.00
FY18-19	2.71%	\$648.00	\$665.16
FY19-20	1.13%	\$665.16	\$672.72
FY20-21(current request)	1.40%	\$672.72	\$682.08

In accordance with paragraph c) Annual Cost of Living Adjustments in the rate chart approved under resolution 2009-3448 by Council as well as the additional increase for operating costs, the Administration requests approval to increase our sanitation rate from the current \$53.18 per month to \$53.92 per month, and our recycling fee from \$2.88 to \$2.92 per month, effective October 1, 2021. If Council approves this increase, we are attaching the required resolution for their approval.

**Fiscal Impact (If applicable):**

This increase represents approx. \$34,653 in additional revenues that will offset the increased costs from the County's increase as well as increased operating costs of the operation.

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ESTABLISHING RATES FOR COLLECTION OF GARBAGE, TRASH AND RECYCLING FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS EFFECTIVE OCTOBER 1, 2021; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in order to maintain certain public health standards, the City of Miami springs (the "City") Council has established a policy for the effective removal of garbage, trash, and recyclable materials from residential and commercial property; and

**WHEREAS**, the City's administration annually reviews all such operations and establishes a budget to account for these collection programs; and

**WHEREAS**, on occasion the City must adjust the rates charged to its customers to provide for continued regular service; and

**WHEREAS**, Section 93.07(b) of the City's Code of Ordinances authorizes the City Council to establish a fee schedule by resolution for regular collection and disposal of garbage, rubbish, and garden trash; and

**WHEREAS**, on June 22, 2009, the City Council adopted Resolution 2009-3448, authorizing an increase in sanitation rates by the percentage increase imposed annually by the County; and

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

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

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval.** That the Schedule of Sanitation Fees attached hereto and incorporated herein as Exhibit A is hereby approved as the official fee schedule for the services specified therein effective October 1, 2021.

**Section 3. Implementation.** That the City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon its 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 Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilwoman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 14<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

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

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

**EXHIBIT A**  
**CITY OF MIAMI SPRINGS**  
**SCHEDULE OF SANITATION FEES**

Effective October 1, 2021

- a) Single-Family (SF) residential dwelling, serviced by the automated collection system, the limit shall be one (1) 90-gallon automated system container; twice weekly collection for garbage and weekly collection for trash. These are per unit charges.

Service	Prior Rate (per unit/month)	New Rate (per unit/month)
SF- Garbage	\$25.97	\$26.33
SF- Trash	\$27.21	\$27.59
SF- Recycling	\$2.88	\$2.92

- b) Multi-family (MF) dwellings of 3 or 4 units, including auxiliary or separate units within the residential areas, limit shall be 90-gallon automated system container(s) sufficient to contain garbage and waste per property; twice weekly garbage collection; fees shall be charged per living unit; and weekly for trash.

Service	Prior Rate (per unit/month)	New Rate (per unit/month)
MF- Garbage	\$4.29	\$4.35
MF- Trash	\$13.45	\$13.64
MF- Recycling	\$1.20	\$1.22

- c) Annual Cost of Living Adjustment – In the event that the Miami Dade County Department of Solid Waste Management (MDCSWM) notifies the City that its dumping fees to the City will increase, the City Council hereby authorizes the garbage and trash rates set forth herein to be increased by a percentage amount equal to the percentage of the rate increases being imposed by MDCSWM. The implementation of this annual cost of living rate increase shall require City Council approval prior to becoming effective.

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A SECOND EXTENSION OF THE LEASE AGREEMENT WITH WESTWARD PARTNERS, LLC FOR A POLICE DEPARTMENT SUBSTATION AT 274 WESTWARD DRIVE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (“City”) and Westward Partners, LLC (“Landlord”) entered into a Lease Agreement dated September 26, 2019 (“Lease”), for office and storage space at 274 Westward Drive to operate a police substation; and

**WHEREAS**, on August 10, 2020, the City Council adopted Resolution No. 2020-3866 approving an extension of the Lease for a one year period from October 1, 2020 through September 30, 2021 (the “First Extension”); and

**WHEREAS**, the City and the Landlord desire to extend the term of the Lease for an additional one year period from October 1, 2021 through September 30, 2022, as provided in the Second Extension to the Lease attached hereto as Exhibit “A” (the “Second Extension”); and

**WHEREAS**, the City Council desires to approve the Second Extension and authorize the City Manager and/or the City Chief of Police to execute the Second Extension; and

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

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

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval.** That the City Council hereby approves the Second Extension in substantially the form attached hereto as Exhibit “A.”

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager and/or the City Chief of Police to execute the Second Extension in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to



form, content, and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution..

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon its 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 Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilwoman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 14<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

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

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



May 24, 2021

Chief Armando Guzman  
City of Miami Springs Police  
201 Westward Dr.  
Miami Springs, FL 33166

RE: Lease 274 Westward Drive (CPO)

Dear Chief Guzman:

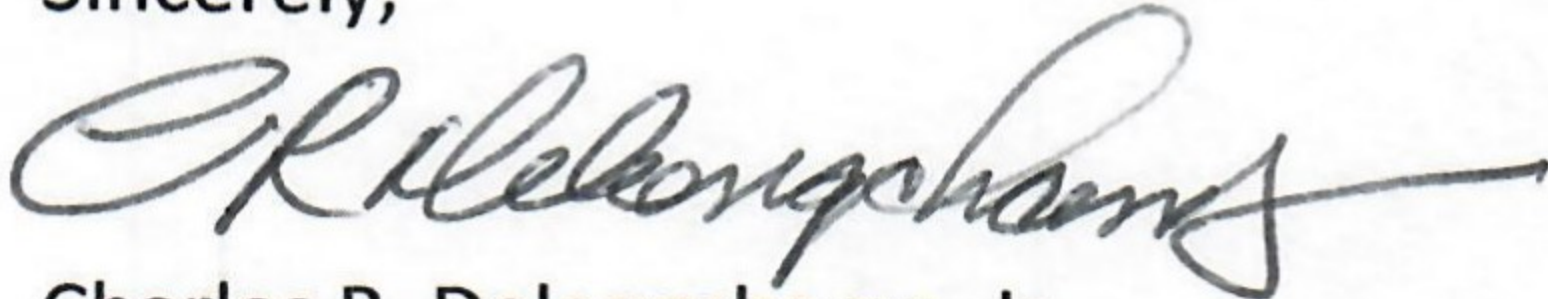
I am pleased to offer you a one-year extension of the lease between the City of Miami Springs (Tenant) and the Westward Partners LLC (landlord) dated September 26, 2019. The term of this extension will be from October 1, 2021 to September 30, 2022. The monthly base rent will be \$1,745.00, an increase of \$55.00 or 3.25%. (The last increase was in 2018). Also, the monthly charge for water/sewer will be increased from \$20.00 to \$30.00 and the charge for trash will also be increased from \$20.00 to 30.00. These charges have remained the same for many years despite increasing costs, an adjustment is needed at this time. The office's monthly electric bill will continue to be paid to the landlord based on usage as calculated by meter reading. All other terms and conditions of the original lease dated Sept 26, 2019 will remain the same.

As you may know, the retail space adjacent to the CPO (formerly Pets Kingdom, 270 Westward) is now vacant. There has been some interest in leasing the space, but the lack of a modern bathroom(s) has been an issue. As currently configured, the CPO storage room is in the area where plumbing, drains, etc. are available. There is no other area in the building where a new bathroom could be built. Therefore, it may be necessary to ask the CPO to re-locate their storage room to the rear of the building. By moving the hallway about 5' to the east, to align it with the rear door, a space of approximately 20' X 8' would be available for the storeroom. For reference, the current storeroom is approximately 12' X 14' partially obstructed with a vertical drainpipe coming from the second-floor bathroom. As I said, this move might be necessary. It is possible a new tenant could be found that would accept the current set-up. Your understanding is appreciated.

It has been our pleasure providing this space to our Community Policing Office for over 20 years. Thank you. And thanks to our Police Department for all they do to keep our city safe.

-Please indicate your acceptance of the renewal terms by signing below.

Sincerely,



Charles R. Delongchamp, Jr.  
Managing Partner  
Westward Partners LLC

Accepted: \_\_\_\_\_

Armando Guzman  
Chief of Police



June 19, 2020

Chief Armando Guzman  
City of Miami Springs Police  
201 Westward Dr.  
Miami Springs, FL 33166

RE: Lease 274 Westward Drive

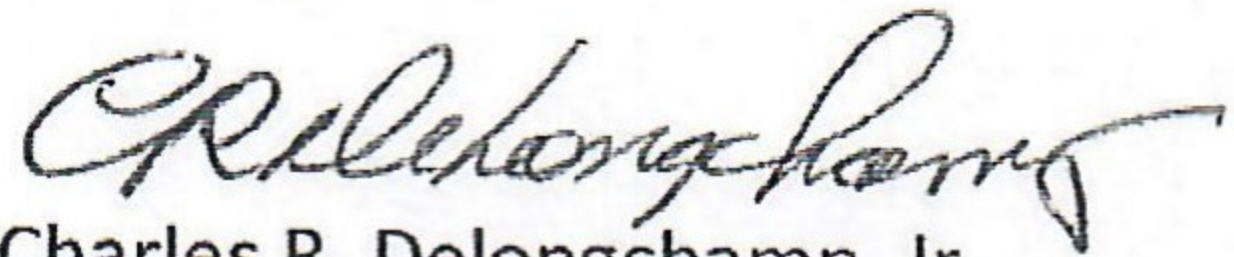
Dear Chief Guzman:

I am pleased to offer you a one-year extension of the lease between the City of Miami Springs (Tenant) and the Westward Partners LLC (landlord) dated September 26, 2019. The term of this extension will be from October 1, 2020 to September 30, 2021. The monthly base rent will continue to be \$1,690.00. All other terms and conditions of the original will remain the same. The monthly base rent does not include utility costs for electric, trash, or water/sewer charges.

As a point of information, the retail space adjacent to the CPO (Pets Kingdom, 270 Westward) could be available to the Police Department or another entity of the City. The tenant has elected not to renew their lease and is currently on a month to month basis. The space is 2,400 sq. ft. (30 X 80) and would be offered at similar terms per sq. ft. as with the CPO. If the Department is not interested, kindly let the city manager know in case the City might have a need.

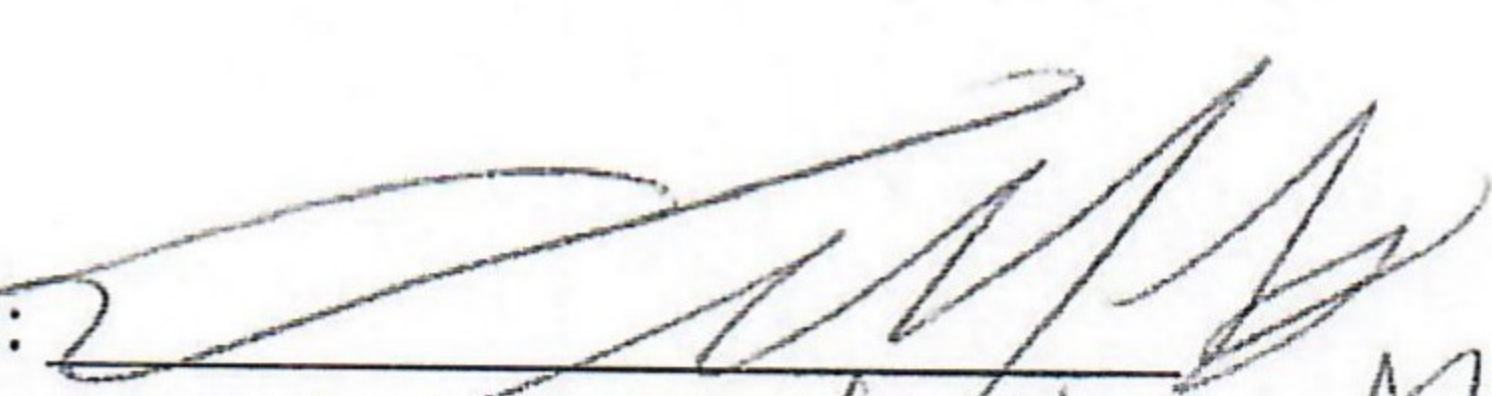
Please indicate your acceptance of the renewal terms by signing below.

Sincerely,



Charles R. Delongchamp, Jr.  
Managing Partner  
Westward Partners LLC

Accepted:



Armando Guzman  
Chief of Police  
City of Miami Springs

William Alonso  
City Manager



## Business Lease

This Agreement, effective the 26 day of Sept., 2019, between Westward Partners LLC, hereinafter called the lessor or landlord and The City of Miami Springs, hereinafter called the lessee or tenant.

Witnesseth, that the lessor does this day lease unto lessee, and lessee does hereby hire and take as tenant under lessor the following described premises:

A Commercial building space located at 274 Westward Drive, Miami Springs, Florida, containing approximately 1,125 square feet plus a 180 (+/-) square ft storage room located at rear of building. The premises is to be used and occupied by the lessee as the Community Policing Office, and for no other purposes or uses whatsoever. Tenancy also includes ingress and egress to the rear entrance door located at south side of the building.

**TERM:** Beginning October 1, 2019 and ending September 30, 2020. See paragraph 34 regarding renewals.

**RATE:** Agreed total rental of \$20,280.00 payable monthly at the rate of \$1,690.00.

None of the lease rental amounts include the tenant's cost of utilities used; electric, trash, water, sewer, or recycling which are the responsibility of the lessee.

**SECURITY DEPOSIT:** None.

All payments to be made to the lessor on the first day of each month in advance without notice or demand to the lessor at 372 Palmetto Dr., Miami Springs, FL 33166. Or, at such other place and to such other person as the lessor may from time to time designate in writing. Payments are considered late on the fifteenth day past the due date; at which time a \$25.00 late fee will be due in addition to the rent.

The following express stipulations and conditions are made a part of this lease and are hereby agreed to by the lessee:

**FIRST:** The lessee shall not assign this lease, nor sublet the premises, or any part thereof nor use the same or any part thereof, nor permit the same or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations, and all additions thereto, without the written consent of the lessor, and all additions, fixtures or improvements which may be made by lessee, except movable office furniture, shall become the property of the lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

**SECOND:** All personal property placed or moved into the premises above described, shall be at the risk of the lessee or owner thereof, and lessor shall not be liable for any damage to said personal property, or to the lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

**THIRD:** That the tenant shall promptly execute and comply with all statutes ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes and the Americans with Disabilities Act, at tenants own cost and expense.

**FOURTH;** to the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the Life of this agreement, whereby the same shall be rendered untenanted, then the lessor shall have the right to render said premises tenantable by repairs within sixty days there from. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. No payment of rent will be due while the building is untenanted.

**FIFTH:** The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the lessor, are the conditions upon which the lease is



made and accepted and any failure on the part of the lessee to comply with the terms of said lease, or any said rules and regulations now in existence, or which may be hereafter prescribed by the lessor, shall at the option of lessor, work a forfeiture of this contract, and all of the rights of the lessee hereunder.

SIXTH: If the lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the lessee, without being liable in any way there for, and re-let the premises, therein, as the agent of the lessee, at such price and upon such terms and for such duration of time as the lessor may determine, and receive the rent there for, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by lessor over and above the expenses to lessor in such re-letting, the said lessee shall pay any deficiency, and if more than the full rental is realized lessor will pay over to said lessee the excess of demand.

SEVENTH: Lessee agrees to pay the cost of collection and reasonable attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

EIGHTH: The lessee agrees that he will pay all charges for rent, electricity, trash, and all water charges used on said premises, and should said charges for rent, electricity, trash, or water herein provided for at any time remain due and unpaid for the space of five days after the same shall have become due, the lessor may at its option consider the said lessee tenant at sufferance and the entire rent for the rental period then next ensuing shall at once be due and payable and maybe collected by distress or otherwise.

NINTH: Omitted

TENTH: Omitted

ELEVENTH: The lessor, or any of his agents, upon notice to the lessee, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of the premises. If Tenant has given notice not to renew lease (see Paragraph 34) , Landlord may put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (90) days before the expiration of this lease.

TWELFTH: Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of lessee, or of any person or persons in the employ or under the control of the lessee.

THIRTEENTH: It is expressly agreed and understood by and between the parties to this agreement, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer pipes, or other leakage in or about the said building.

FOURTEENTH: If the lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the lessee, before the end of said term the lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.

FIFTEENTH: Omitted

SIXTEENTH: This contract shall bind the lessor and its assigns or successors, and the heirs, assigns, personal representatives, or successors, of the lessee.

SEVENTEENTH: It is understood and agreed between the parties hereto that time is of the essence of this contract



and this applies to all terms and conditions contained herein.

**EIGHTEENTH:** It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the lessee and written notice mailed or delivered to the office of the lessor shall constitute sufficient notice to the lessor, to comply with the terms of this contract.

**NINETEENTH:** The rights of the lessor under the foregoing shall be cumulative, and failure on the part of the lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

**TWENTIETH:** It is further understood and agreed between the parties hereto that any charges against the lessee by the lessor for services or for work done on the premises by order of the lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

**TWENTY-FIRST:** Omitted

**TWENTY-SECOND:** Tenant shall keep in effect a policy of public liability insurance with respect to the Premises and the business operated by Tenant. It is agreed that the property will be covered by the City of Miami Springs' (City) public liability insurance policy or that the City is self-insured for any incident occurring on the premises

**TWENTY-THIRD:** Tenant agrees to pay for all electric, water, waste, garbage, sewage and other charges or assessments in connection with operation of its business, and suffer no lien or obligations imposed upon the lessor as a result of its use of the premises or of the conduction of its business on or off the premises. Tenant acknowledges that certain expenses are shared with other occupants of the 270 Westward building and at this time their charge for Water/Sewer is \$20.00/month; trash \$20.00/month and electric based on the monthly meter reading and divided between 274 and 270 Westward. These costs may be adjusted in the future based on changes in the rate charged by utility providers.

**TWENTY-FOURTH:** The Lessor makes no representation as to governmental restrictions on use of the premises and Tenant agrees that he will abide by governmental restrictions in connection with the use of the premises.

**TWENTY-FIFTH:** That in the event that by reason of the specific use of the operation of the premises by the Tenant, any governmental agency shall require any modifications of the premises by the Tenant, or safety feature to be added, it is agreed that such modifications or safety features, shall be solely at the Tenants expense and such requirements shall not excuse Tenant from requirements of paying the rent or fulfilling any of the obligations, covenants or conditions of this Lease or any extension.

**TWENTY-SIXTH:** Landlord shall be responsible for the maintenance and repair of the structural walls and roof and major repairs to the air conditioning system. Major repairs are defined as replacing Air Conditioner compressor, condensing unit, air handling package, and associated piping involved. Tenant is responsible for all routine repairs and maintenance such as, but not limited to; recharging the A/C with Freon if necessary, replace light bulbs, plastic shield, ballast, switches, fuses, breakers, filters, belts, motors, relays, timer, valves, thermostat, sink washers, toilet tank parts, clean lines & traps, carpet cleaning, painting, pest control, polish floors etc. Air conditioner filters must be changed once a month by tenant. Tenant may not add, alter or change any walls, roof, ceiling, cabinets, or any part of the premises, without first obtaining written permission from Landlord.

**TWENTY-SEVENTH:** It is agreed between the parties that during the Term of this Lease there shall be no Mechanics Lien upon the Lessors interest upon the leased premises or against the furnishings which constitute the equipment thereof, arising through the act of the Lessee, or any person claiming under, by or through the Lessee; and that no person who furnishes work, labor services or materials to the leased premises or to the furniture, furnishings, fixtures or equipment thereof, and claiming directly or indirectly through or under the Lessee, or through or under the act or omission of the Lessee, shall ever become entitled to a lien that is superior in rank and dignity to that of this Lease. Lessee shall do nothing and shall have no authority to create any lien for labor or material upon the Lessors interest in the leased premises. All persons furnishing labor or materials to the Lessee or to the premises at Lessees order, or at the order of any agent or employee of Lessee, shall be bound by this provision and they must look solely to the Lessee to secure the payment of any and all bills for work done or materials furnished or performed during the term of this lease.



If a lien shall be placed on said premises due to the direct or indirect act of the Lessee, the Lessee shall within thirty (30) days after the recording of such notice of lien among the Public Records of Dade County, Florida, in the event that notice is not served upon the Lessee, shall cause the same to be released or the premises released there from by the posting of bond, or by any other method prescribed by law, and proper evidence thereof to be furnished to the Lessor, and if such lien or liens appear in record, the Lessee shall cause the same to be canceled satisfied and discharged of record. If, however, the Lessee shall dispute the amount of any lien claimed or any other claims asserted, it shall with all diligence institute or defend an appropriate action in a court of competent jurisdiction in such a manner as to prevent any sale or impairment of the title of the Lessor.

**TWENTY-EIGHTH:** In the event Tenant remains in possession of the premises after the expiration of this lease and without the execution of a new lease, Tenant will be deemed a Tenant at sufferance, subject to all the terms and conditions of this lease, except that the monthly rental shall be twice the amount set forth on page one of this lease.

**TWENTY-NINTH:** The failure of landlord on one or more occasions to insist upon the strict performance or observance of any one or more of the covenants or conditions of this lease by Tenant, or to exercise any remedy, privilege or option reserved to landlord herein, shall not be construed as a waiver for the future of such covenant or condition or of the right to enforce the terms and conditions or to exercise such privilege, option or remedy. The receipt by landlord of rent or any other payment required to be made by tenant hereunder, or any part thereof, shall not be deemed a waiver of any such performance or observance of the terms, covenants and conditions hereof to be performed by the Tenant.

**THIRTIETH:** Tenant shall look solely to Landlord's interest in the building wherein the premises are located and in the Landlord's personal property used in connection with the building wherein the premises are located for the satisfaction of any judgment or decree requiring the payment or money by the landlord, based upon any default hereunder, and no other property or asset of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree.

**THIRTY-FIRST:** If any term, provision, covenant, or condition of this lease or the application thereof be found to be invalid or unenforceable, the remainder of this lease and the application of its terms shall continue in full force and effect and shall be interpreted in accordance with the intent herein expressed. This Lease shall be construed in accordance with the laws of the state of Florida.

**THIRTY-SECOND:** It is agreed that, by Tenant taking occupancy of the Premises, Tenant formally accepts the same and acknowledges that Landlord has complied with all requirements imposed upon him under the terms of this lease. This Lease sets forth all the promises, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than that which has herein been set forth. Except as herein otherwise provided no subsequent alterations, amendment, changes or additions to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them

**THIRTY-THIRD:** Lessee and Lessor represent that there has been no agent or broker involved in the obtaining of this lease, and if so, any fee paid said broker will be the sole responsibility of the lessee.

**THIRTY-FOURTH:** Lease renewal: In consideration of the City of Miami Springs budgeting process, Landlord agrees to provide to Tenant the terms for renewal of this lease 120 days prior to lease end. Tenant agrees to inform landlord 90 days prior to lease end of their decision regarding lease.

**THIRTY FIFTH:** Tenant agrees that should storm warnings be raised, it will be Tenant's responsibility to erect the storm shutters to protect Tenant's property, and to remove and store, when it is over. Panels and Hardware are stored at the rear entrance of the building.

In Witness Whereof, the parties hereto have executed this instrument for the purpose herein expressed the day and year written.

Signed, sealed and delivered in the presence of,



Witnesses:

[Handwritten Signature]  
[Handwritten Signature]

X [Handwritten Signature] 9/26/2019  
Armando Guzman  
Chief of Police  
City of Miami Springs (Tenant)

X [Handwritten Signature] 10-8-2019  
Charles R. Delongchamp, Jr.  
Managing Partner  
Westward Partners LLC (Landlord)

Date Sept. 26, 2019

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Armando Guzman, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken. (Check one: \_\_\_ Said person(s) is/are personally known to me.  Said person(s) provided the following type of identification:

NOTARY RUBBER STAMP SEAL:

26 day of Sept. 2019.

[Handwritten Signature]  
Notary Signature



Witness my hand and official seal in the County and State last aforesaid this

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

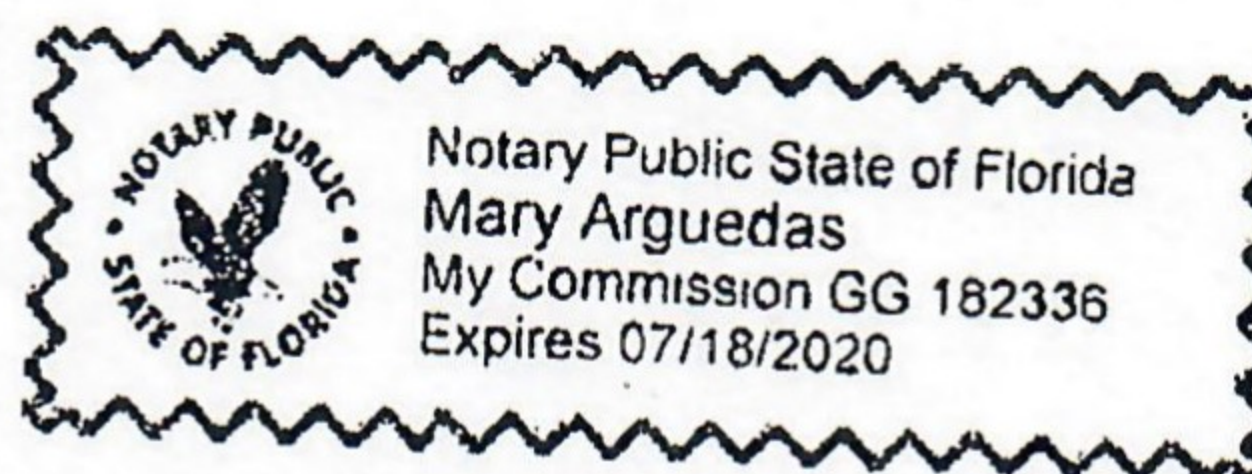
I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Charles R. Delongchamp, Jr., known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken. (Check one: \_\_\_ Said person(s) is/are personally known to me.  Said person(s) provided the following type of identification:

FL DR LC #349-0

NOTARY RUBBER STAMP SEAL:

8 day of October 2019.

[Handwritten Signature]  
Notary Signature



Witness my hand and official seal in the County and State last aforesaid this





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Limited Liability Company  
WESTWARD PARTNERS, LLC

### Filing Information

<b>Document Number</b>	L19000157764
<b>FEI/EIN Number</b>	NONE
<b>Date Filed</b>	06/14/2019
<b>Effective Date</b>	06/13/2019
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

372 PALMETTO DRIVE  
MIAMI SPRINGS, FL 33166

### Mailing Address

372 PALMETTO DRIVE  
MIAMI SPRINGS, FL 33166

### Registered Agent Name & Address

DELONGCHAMP, CHARLES R, JR.  
372 PALMETTO DRIVE  
MIAMI SPRINGS, FL 33166

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

DELONGCHAMP, CHARLES R, JR.  
372 PALMETTO DRIVE  
MIAMI SPRINGS, FL 33166

### Annual Reports

**No Annual Reports Filed**

### Document Images

[06/14/2019 - Florida Limited Liability](#)

[View image in PDF format](#)



**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L19000157764  
FILED 8:00 AM  
June 14, 2019  
Sec. Of State  
mdconway

**Article I**

The name of the Limited Liability Company is:

WESTWARD PARTNERS, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

372 PALMETTO DRIVE  
MIAMI SPRINGS, FL. 33166

The mailing address of the Limited Liability Company is:

372 PALMETTO DRIVE  
MIAMI SPRINGS, FL. 33166

**Article III**

The name and Florida street address of the registered agent is:

CHARLES R DELONGCHAMP JR.  
372 PALMETTO DRIVE  
MIAMI SPRINGS, FL. 33166

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CHARLES R. DELONGCHAMP, JR.



#### **Article IV**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
CHARLES R DELONGCHAMP JR.  
372 PALMETTO DRIVE  
MIAMI SPRINGS, FL. 33166

L19000157764  
FILED 8:00 AM  
June 14, 2019  
Sec. Of State  
mdconway

#### **Article V**

The effective date for this Limited Liability Company shall be:

06/13/2019

Signature of member or an authorized representative

Electronic Signature: CHARLES R. DELONGCHAMP, JR.

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



RESOLUTION NO. 2021 - \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, PROVIDING FOR THE THIRD AMENDMENT TO THE FY 2020-21 GENERAL FUND AND STORMWATER ENTERPRISE FUND BUDGETS TO RECORD FEMA FUNDING TO PAY THE COSTS OF THE COVID-19 VACCINATION SITES AND TO RECORD THE COSTS OF THE OAKWOOD/STAFFORD PARK STORMWATER PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) Charter prohibits any City department from incurring expenditures in excess of the department’s approved budget; and

**WHEREAS**, on September 28, 2020, the City Council adopted Resolution No. 2020-3880 adopting the City’s Fiscal Year 2020-2021 Budget; and

**WHEREAS**, the City’s Finance Department has identified the receipt of \$65,578 in FEMA funding and the expenditure of those funds for the FEMA vaccination sites, and the expenditure of \$69,916 for the Oakwood/Stafford Park Storm Water Project from the Stormwater Enterprise Fund; and

**WHEREAS**, the City Council has determined that it is appropriate to approve and authorize the appropriations of available fund balance to the fiscal year 2020-2021 General Fund; and

**WHEREAS**, the City Council has determined that the budget increases, recordations, and appropriations previously set forth herein are both proper and appropriate, in accordance with generally accepted municipal accounting principles, and in the best interests of the City and its citizens.

**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. Third Amendment to Fiscal Year 2020-2021 Budget.** That the amended budgetary appropriations in the General fund and the Storm Water Enterprise Fund, as specified on Exhibit “A” attached hereto and incorporated herein, are hereby authorized and approved in order to provide for receipt of \$65,578 in FEMA funding and the

expenditures of related costs of the FEMA vaccination sites, and the expenditure of \$69,916 for the Oakwood/Stafford Park Stormwater Project from the Stormwater Enterprise Fund.

**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 Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilwoman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 14<sup>th</sup> day of June, 2021.

ATTEST:

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

\_\_\_\_\_  
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"**

**City of Miami Springs  
FY 2020-21 Budget Amendment  
All Operating Funds**

<b>Fund/Classification</b>	<b>Adopted Budget</b>	<b>Amendment No. 3</b>	<b>Ref</b>	<b>Amended Budget</b>
<b>General Fund</b>				
<b>Revenues</b>				
Taxes	\$9,268,576			\$9,268,576
Excise Taxes	2,739,000			2,739,000
Licenses & Permits	190,900			190,900
Intergovernmental Revenues	2,065,873	65,578	1	2,131,451
Charges for Services	2,503,310			2,503,310
Fines & Forfeitures	750,000			750,000
Miscellaneous	353,302			353,302
Proceeds from debt	-			-
Transfers from other funds	323,748			323,748
Fund Balance	694,052			694,052
<b>Total General Fund</b>	<b>\$18,888,761</b>	<b>\$65,578</b>		<b>\$18,954,339</b>
<b>Expenditures</b>				
City Council	166,982			166,982
City Manager	536,681			536,681
City Clerk	330,285			330,285
City Attorney	188,000			188,000
Human Resources	273,443			273,443
Finance-Administration	433,777			433,777
Finance-Professional Services	200,582			200,582
Information Technology	409,463			409,463
Planning	93,667			93,667
Police	7,535,952	33,028	1	7,568,980
Code Enforcement	212,010			212,010
Public Works	2,465,810			2,465,810
Recreation & Culture	2,443,244	21,699	1	2,464,943
Golf Operations	2,088,260			2,088,260
Non Departmental	0	10,851	1	10,851
Transfers to other funds	1,510,605			1,510,605
Budgeted Increase to reserves	0			0
<b>Total General Fund</b>	<b>18,888,761</b>	<b>65,578</b>		<b>18,954,339</b>
Sanitation Operations	2,625,673			2,625,673
Stormwater Operations	471,575	69,916	2	541,491
<b>Total Enterprise Funds</b>	<b>3,097,248</b>	<b>\$69,916</b>		<b>\$3,167,164</b>
<b>Special Revenue &amp; Capital Projects</b>				
Road & Transportation	588,296			\$588,296
Senior Center Operations	871,467			871,467
Capital Projects	356,039			356,039
Building Operations	969,059			969,059
Law Enforcement Trust	209,694			209,694
<b>Total Special Revenue &amp; Capital Projects Funds</b>	<b>2,994,555</b>	<b>\$0</b>		<b>\$2,994,555</b>
Debt Service	1,673,668	\$0		\$1,673,668
<b>Total Debt Service</b>	<b>1,673,668</b>			<b>\$1,673,668</b>
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$26,654,232</b>	<b>\$135,494</b>		<b>\$26,789,726</b>

**Legend:**

- 1) record FEMA reimbursement for Vaccine site costs of Police and Parks labor as well as food and supplies cost
- 2) record Oakwood/Stafford Stormwater project to be initially funded from fund balance until we receive notification of ARA or State appropriation being approved.

RESOLUTION NO. 2021 - \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ESTABLISHING THE BUSINESS AND ECONOMIC DEVELOPMENT TASK FORCE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) Council hereby seeks to establish a task force to be known as the Business and Economic Development Task Force to study, advise, and make recommendations to the City Council with regard to marketing the City, attracting new businesses, supporting existing businesses, and providing a vision for the City’s future economic and business development; and

**WHEREAS**, the City Council recognizes the value of public input and desires to include its residents and business owners in the process of improving the economic and business development of the City; 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. Establishing the Business and Economic Development Task Force.** The City Council hereby establishes a task force to be known as the Business and Economic Development Task Force (the “Task Force”) to study, advise, and make recommendations to the City Council with regard to marketing the City, attracting new businesses, supporting existing businesses, and providing a vision for the City’s future economic and business development.

**Section 3. Duties.** The jurisdiction of the Task Force shall be solely advisory and shall include:

- a. Studying, advising, and making recommendations to the City Council with regard to marketing the City, attracting new businesses, and supporting existing businesses;

- b. Providing recommendations to the City Council for the vision of the City's future economic and business development;
- c. Establishing a dialog with existing members of the City's business community; and
- d. Studying and recommending solutions to other issues referred to the Task Force from time-to-time by the City Council.

**Section 4. Terms and Composition of the Task Force.**

- a. The Task Force shall be comprised of 10 voting members. The Mayor and each Councilmember shall appoint two individuals to the Task Force. The Task Force members should have expertise or a strong background in business, economics, marketing, or a similar field of business or economics. Task Force members may be residents or business owners or operators within the City; however, non-residents may be appointed to the Task Force as non-voting members.
- b. Task Force members shall be appointed for a term coinciding with the term of office of the appointing Mayor or Councilmember. Members may be reappointed.
- c. Task Force members shall serve at the pleasure of the City Council.
- d. Task Force members shall serve without compensation and shall not be reimbursed for travel, mileage, or per diem expenses.
- e. Task Force members shall not be City employees. Any member who becomes employed by the City during his or her term of office shall be deemed to have resigned as of the start date of his or her employment with the City.
- f. In the event of the resignation or removal of any member of the Task Force, the appointing Mayor or Councilmember shall appoint a person to fill the vacancy on the Task Force for the unexpired portion of the term of the member vacating such office.



**Section 5. Meetings; Rules of Procedure.**

- a. The Task Force shall meet monthly or at the call of the Chair. All meetings shall be open to the public, minutes shall be taken, and notice of such meetings shall be provided as required by Florida law.
- b. A majority of the Task Force shall constitute a quorum and the affirmative vote of the majority of those members present shall be required to take action.
- c. The Task Force shall utilize the fundamental parliamentary procedures of Robert's Rules of Order.
- d. During the first meeting of the Task Force, the members shall elect one of their members to act as Chair, Vice-Chair, and Secretary.
- e. The Task Force shall be subject to and shall comply with the applicable provisions of City Code Section 32-01.

**Section 6. Advisory Capacity; Standards of Conduct.** The powers and duties of the Task Force shall be solely of an advisory nature to the City Council. Accordingly, Task Force members shall comply with the applicable requirements of the Code of Ethics for Public Officers and Employees as provided in Part III of Chapter 112, Florida Statutes, and any other standards of conduct set by federal, state, county, City or other applicable law.

**Section 7. Report and Recommendations.** The Task Force shall deliver a written report and recommendations (the "Report") on or before 12 months from the date this Resolution is adopted. The Report shall address the business and economic development of the City, including but not limited to, the City's existing business environment, identification of properties within the City that are designated for business/commercial uses that are unutilized or underutilized, and what measures the City Council and staff may take to improve the City's commercial areas, attract new businesses to the City, and support existing businesses within the City.

**Section 8. Dissolution.** The Task Force shall exist for 12 months from the date this Resolution is adopted or until the Task Force delivers its written report and recommendations to the City Commission, whichever comes first; provided, however, that

the City Council may, by an affirmative motion or resolution, dissolve or extend the term of the Task Force.

**Section 9. Authorization.** The City Council authorizes the City Manager, the City Clerk, and the City Attorney to take all actions necessary to implement this Resolution.

**Section 10. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilwoman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 14<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

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

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



# AGENDA MEMORANDUM

**Meeting Date:** 6/14/2021

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

**Via:** William Alonso, City Manager/Fin. Director

**From:** William Alonso, City Manager/Fin. Director, Ulises A. Fernandez, Building Official and Haydee Sera, Esq., Weiss Serota Helfman & Bierman, P.L. City Attorney

**Subject:** Demolition of 4545 NW 36<sup>th</sup> Street (a/k/a the “Airport Diner”)

---

**RECOMMENDATION:** Adopt the proposed Resolution approving the demolition of the property located at 4545 N.W. 36th Street (a/k/a the “Airport Diner”) consistent with the Order of the Miami-Dade County Unsafe Structures Board, selecting Demolition Masters, Inc., to demolish and secure the property in an amount not to exceed \$15,886, and authorizing the City Attorney to initiate a lawsuit to foreclose the City’s interests in the property. Expenses for demolition and attorneys fees, if either is required, will come from the general fund balance.

**DISCUSSION:** In December 2020, the City initiated an Unsafe Structures proceeding against the owners of the property located at 4545 NW 36th Street (a/k/a the “Airport Diner”) (hereinafter, the “Property”).

On May 19, 2021, a hearing was held before the Miami-Dade County Unsafe Structures Board (the “Board”) on the City’s unsafe structures case against the Property. After considering the evidence and presentations made by the City’s Building Official, Ulises Fernandez, and arguments presented by the City’s Attorney, Jose Arango, the Board entered an order (the “Order”) requiring the Property Owner to obtain a building permit within thirty days from May 19, 2021, to wit: on or before Friday, June 18, 2021. The Order also requires the Property Owner to ensure that the complete building or structure conform to the Florida Building Code for a new building or structure and be completed within 90 days after obtaining the permit. If the Owner fails to comply with the conditions in the Order, the City is required and authorized, as the enforcing municipality, to demolish the structures at the Property as soon as possible. *A copy of the Board’s Order transmitted May 20, 2021 is attached.*

In the event that the Property Owner does not comply with the Board’s Order, the City will proceed to demolish the structure and secure the Property. In order to demolish the Property, the City must hire a contractor to perform the demolition work. In accordance with the City’s procurement requirements, the City has obtained three quotes for the demolition. *Copies of the five quotes are attached.*

After review of the three quotes, the City Manager and Building Official recommend that Demolition Masters, Inc., be selected to perform the demolition work at the Property as the lowest, most responsible bidder and that the City Manager be authorized to negotiate a demolition contract with Demolition Masters, Inc., and expend \$15,886 for the demolition work.

The costs associated with demolishing the structure and securing the Property will be placed as a special assessment lien against the Property.

Once the structure is demolished and the City’s special assessment lien is recorded against the Property, the City may proceed with a foreclosure action against the Property. Through the foreclosure action, the City would attempt to recuperate the costs expended in the unsafe structure proceeding and the demolition, such as attorney’s fees and costs and contractor expenses, respectively. A final judgment of foreclosure would result in a sale of the Property at a public auction. The proceeds from the sale of the Property would pay off the City’s liens.

The attached Resolution does the following:

1. Authorizes the demolition of the structure at the Property;
2. Selects Demolition Masters, Inc., to perform the demolition work at the Property as the lowest, most responsible bidder;
3. Authorizes the City Manager to negotiate and execute a demolition contract with Demolition Masters, Inc., and expend \$15,886 for the demolition work; and
4. Authorizes the City Attorney to initiate litigation to foreclose the City’s liens against the property.

**Attachments:**

- Board’s Order transmitted May 20, 2021
- Quote #1: BG Group - \$23,916.00
- Quote #2: Bernabe Nursery & Equipment’s Corp. - \$19,300
- Quote #3: Jampro Demolition - \$19,769.48
- Quote #4: Demolition Masters, Inc. - \$15,886
- Quote #5: Top Cat Construction Services LLC. - \$18,500

**Submission Date and Time: 6/10/2021 5:50 PM**

<b><u>Submitted by:</u></b>	<b><u>Approved by (sign as applicable):</u></b>	<b><u>Funding:</u></b>
<b>Department:</b> <u>City Manager</u>  <b>Prepared by:</b> <u>William Alonso, Ulises A. Fernandez and Haydee Sera, Esq.</u>  <b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <b>Budgeted/ Funded:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Dept. Head:</b> _____  <b>Procurement:</b> _____  <b>Asst. City Mgr.:</b> _____  <b>City Manager:</b> _____	<b>Dept./ Desc.:</b> _____  <b>Account No.:</b> _____  <b>Additional Funding:</b> _____  <b>Amount previously approved: \$</b> _____  <b>Current request: \$</b> _____  <b>Total vendor amount: \$</b> _____

**RESOLUTION NO. 2021-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE DEMOLITION OF THE STRUCTURE LOCATED AT 4545 NW 36<sup>TH</sup> STREET (FOLIO NO.: 05-3120-030-0130) CONSISTENT WITH THE ORDER OF THE MIAMI-DADE COUNTY UNSAFE STRUCTURES BOARD; SELECTING BERNABE NURSERY & EQUIPMENTS, CORP. TO DEMOLISH THE STRUCTURE AND SECURE THE PROPERTY IN AN AMOUNT NOT TO EXCEED \$19,300; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A DEMOLITION CONTRACT; AUTHORIZING THE CITY ATTORNEY TO INITIATE A LAWSUIT TO FORECLOSE THE CITY'S INTERESTS IN THE PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in December 2020, the City of Miami Springs (the "City") initiated an Unsafe Structures proceeding against the owners of the property located at 4545 NW 36<sup>th</sup> Street (a/k/a the "Airport Diner")(hereinafter, the "Property"); and

**WHEREAS**, on May 19, 2021, a hearing was held before the Miami-Dade County Unsafe Structures Board (the "Board") on the City's unsafe structures case against the Property; and

**WHEREAS**, after considering the evidence and presentations made by the City's Building Official and arguments presented by the City's Attorney, the Board entered an order (the "Order"), a copy of which is attached hereto as Exhibit "A," requiring the Property Owner to obtain a building permit within thirty days from May 19, 2021, to wit: on or before Friday, June 18, 2021; and

**WHEREAS**, if the Owner fails to comply with the conditions in the Order, the City is required and authorized, as the enforcing municipality, to demolish the structures at the Property as soon as possible; and

**WHEREAS**, if the Owner fails to comply with the conditions in the Order, the City Manager and Building Official recommend that the City hire a contractor to perform the demolition work and secure the Property (collectively, the "Demolition"); and

**WHEREAS**, in accordance with the City's procurement requirements, the City has obtained three quotes for the Demolition; and

**WHEREAS**, in accordance with Section 31-11(c)(2) of the City's Code of Ordinances (the "Code"), the City requested three quotes to perform the Demolition, anticipating that the good faith estimate total cost would not exceed \$25,000; and

**WHEREAS**, Bernabe Nursery & Equipments, Corp. (the "Contractor") was the lowest, most responsive and responsible bidder for the Demolition, with a proposal totaling \$19,300, a copy of which is attached hereto as Exhibit "B" (the "Proposal"); and

**WHEREAS**, pursuant to the procurement process and the recommendation of the City Manager and City Building Official, the City Council desires to approve the Demolition of the Property consistent with the Board's Order, select the Contractor to perform the Demolition, and authorize the City Manager to negotiate and execute a Demolition Contract with the Contractor in an amount not to exceed \$19,300, consistent with the Contractor's Proposal attached hereto as Exhibit "B"; and

**WHEREAS**, the costs associated with demolishing the structure and securing the Property will be placed as a special assessment lien against the Property pursuant to Florida law; and

**WHEREAS**, once the Demolition is completed and the City's special assessment lien is recorded against the Property, the City Manager and City Attorney recommend that the City proceed with a foreclosure action against the Property; and

**WHEREAS**, the City Council desires to authorize the City Attorney to initiate litigation at the appropriate time to foreclose on the City's liens against the Property, including but not limited to any special assessment liens, and to take such other and further legal action as may be necessary and appropriate to advance the City's interests; 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 the City Council hereby approves the Demolition at the Property consistent with the Board's Order.

**Section 3. Selection.** That the City Council hereby selects the Contractor to perform the Demolition.

**Section 4. Authorization.** That the City Council hereby authorizes the City Manager to negotiate and execute a Demolition Contract with the Contractor in an amount not to exceed \$19,300, consistent with the Proposal attached hereto as Exhibit "B," subject to approval by the City Attorney as to form, content, and legal sufficiency.

**Section 5. Initiation of Litigation.** That the City Council hereby authorizes the City Attorney to initiate litigation at the appropriate time to foreclose on the City's liens against the Property, including but not limited to any special assessment liens, and to take such other and further legal action as may be necessary and appropriate to advance the City's interests.

**Section 6. Implementation.** That the City Council hereby authorizes the City Manager and City Attorney to take any and all action that may be necessary and appropriate to advance the City's interests and implement the intent of this Resolution, including but not limited expending budgeted funds.

**Section 7. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilwoman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 14<sup>th</sup> day of June, 2021.

---

MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

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

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





*Delivering Excellence Every Day*

Department of Regulatory and Economic Resources  
Herbert Saffir Permitting & Inspection Center  
11805 SW 26<sup>th</sup> Street (Coral Way)  
Miami, Florida 33175  
**UNSAFE STRUCTURES BOARD**  
(786) 315-2574 FAX (786) 315-2570

Clerk of Courts Use

Date Transmitted: May 20<sup>th</sup>, 2021

**NOTICE OF BOARD DECISION  
MIAMI-DADE COUNTY UNSAFE STRUCTURES BOARD**

**PLEASE NOTE: FOR FULL INFORMATION CONCERNING THE DECISION PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

Mary F. Smothers, Daniel F. Foust,  
Alice D. Mixon and Joyce M. Hammitt,  
13865 S. Dixie Highway  
Miami, Fl 33176

Re: 4545 NW 36 Street

Legal Description: Foust sub PB 46-31, Lots 1 through 5 block 2, Lot size 124.070 x 105, OR 17510-1993 0197 4.

Master Case No.: MS2021-001

Board action on (A) 1-Story CBS Commercial Building located at the above address is as follows:

At its meeting of May 19<sup>th</sup>, 2021, the Unsafe Structures Board ruled that:

The structure(s) is to be maintained secure, clean and sanitary, free of debris, overgrown grass or weeds and free of discoloration of graffiti.

Structure (A) must be repaired or completed with plans prepared by an Architect/Engineer or by a qualified individual.

A building permit must be obtained for all repairs or items to be completed. The permit documents shall be submitted first to the Unsafe Structures Unit for approval. The building permit must be obtained by a licensed contractor pursuant to section 10-5(2) of the Miami Dade County code within thirty (30) days from today.

The complete building or structure(s) shall be made to conform to all the Florida Building Code requirements for a new building or structure and shall be completed within ninety (90) days after obtaining the permit. Completion shall be determined when a final inspection approval is obtained on the building permit. If any of the above conditions are not complied with, said structures shall be demolished by the enforcing municipality as soon as possible.

The Property Owner also agrees to allow staff of the Department of Regulatory and Economic Resources access to their property for the purpose of performing compliance inspections while this case remains active.

All file or case inquiries should be addressed to the City of Miami Springs, Building Department at (305) 805-5030. The appropriate Building Official can provide specifics regarding the violations and information on compliance.


In accordance with Section 8-5(n) of the Code of Miami-Dade County, any owner or authorized representative may seek an extension of the timeframes set forth in an Order of the Unsafe Structures Board. Such request for a hearing to seek an extension must be in writing, directed to the Secretary of the Unsafe Structures Board. The written request for extension must be received by the Secretary of the Board prior to the deadline specified in the order. For example, in the event the Board Order states that a permit must be obtained within a specified period, the request for extension of the deadline to obtain the permit must be received prior to the expiration of that specified period. If the same order provides a deadline for

completion of the structure(s), the request for the extension for the deadline of completion must be received prior to the deadline for completion, provide that the applicant has complied with the permit deadline. In no event may the Board grant more than one extension of time for each initial order.

To obtain an extension, the owner or applicant must demonstrate to the reasonable satisfaction of the Board that the structure(s) that is the subject of the Order is secure at the time the extension is sought and that the owner or applicant has made a good faith attempt to comply with the Order which has been impeded by changed circumstances or other circumstances outside of the owner or applicant's control. As a further condition of the extension, the owner or applicant must submit in writing, together with the petition for an extension, a written timetable for compliance for compliance with the substantive provisions of the Order and for completion of all necessary repairs. The Board will limit its consideration of the petition to deciding whether the grounds for an extension have been satisfied.

The Board also ruled through this Board decision that, if compliance is not obtained within the time stipulated above then, the Building Official is further instructed to proceed as provided in Chapter 8, Section 8-5 of the Code of Miami-Dade County. There will be no further notices or communication from the Unsafe Structures Board regarding this case. **This document may be recorded by the Building Official with the Clerk of the Circuit Court. This recording will constitute constructive notice to all concerned, as well as any subsequent purchasers that a decision has been rendered by the Unsafe Structures Board on the above referenced property.**

The Unsafe Structures Board is Quasi-Judicial; the decision and specified compliance date is final and binding. Any person aggrieved by a decision of the Unsafe Structures Board may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure as indicated in Chapter 8, Section 8-5 (o) of the Code of Miami-Dade County.  
Respectfully,

  
for Secretary of the Board  
Unsafe Structures Board

AU

cc: *Known Interested Parties* SLF Smothers Law Firm, P.A., Attn: Scott A. Smothers, Esq., 523 Wekiva Commons Circle, Apopka, FL 32712; Jose Luis Arango, 2525 Ponce De Leon Blvd., suite 700, Coral Gables, FL 33134; City of Miami Springs, Unsafe Structures Section, Building Department, 201 Westward Drive, Miami Springs, Florida 33166, Attn: Ulises A. Fernandez, Building Official.

Seal

# Bernabe Nursery & Equipments Corp

**19225 sw 264 st  
Homestead FL 33031**

Dade Ph. 305-345-1712  
Email: bernabe.equip@gmail.com

## **PROPOSAL**

June 8, 2021

### **Proposal Submitted To:**

City of Miami Springs

### **Work To Be Performed At:**

45454 NW 36 ST  
Miami Springs , Fl 33166

### **We hereby propose to furnish the equipment and materials, if any, to perform the labor necessary to do the following work on the property above:**

Complete demolition and haul out of existing building located at 4545 NW 36 ST . All of existing building will be demolished separated and hauled out , included will be any footings attached to existing structure .Also there will be added, 4" of #57 rock to be graded were the building stood after demo is complete .Existing asphalt parking area is to remain without change. All necessary permits will be provided by City of Miami Springs, in addition any necessary utility disconnections would be an extra charge above original proposal of \$19,300.

Electrical: \$1,700 extra

City sewer: \$1,700 extra

Septic tank abandonment : \$2500 extra

### **All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for, and completed in a substantial workmanlike manner for the sum of:**

Total: \$19,300.00

**Payments to be as Follows:**

Payments will be submitted upon completion of work described above.

1. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

2. Bernabe Nursery & Equipment agree to do the work as shown in the specifications, of this contract, and in a good workman like manner, supplying the necessary equipment and all materials.

Respectfully Submitted:

***Yandry Martinez***

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as specified above.

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

Print Name and Title: \_\_\_\_\_

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

Date: June 10, 2021



Proposal Submitted to:  
City of Miami Springs  
Attn: Ms. Zuzell E. Murguido  
Tel: 305-805-5054  
Email: murguido@miamisprings-fl.gov

Project address: 4545 NW 36<sup>th</sup> Street, Miami Springs, FL

### REVISED #1 QUOTE / CONTRACT FOR DEMOLITION

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR THE SUM OF:

\*SEE PRICES BELOW

**Payment to be as follows: 35% first payment due at signing; remainder fully due upon completion.**

Administrative, plumbing and field work commence immediately upon execution of contract.

#### SCOPE OF WORK:

\*Total demolition of a single-story commercial unsafe structure including the removal of foundation to a maximum depth of three feet below grade, all concrete slab within property line, signage.

Hauling away all demolition debris from job site leaving area of demolition rough graded. \$12,386.00

\*Backfill existing footprint upon removal of building (1-2 inch gravel size and 4" thick layer) \$2,500.00

\*Asbestos survey including submission of report to DERM for approval. \$1,400.00

**Caveat:** Demolition Masters will take all necessary measures to limit damages to existing asphalt throughout demolition process. Demolition Masters will not be responsible for repair or replacement of asphalt pavement that may be damaged due to demolition of existing building and concrete slabs.

#### INCLUDED IN THIS PRICE:

Demolition & Plumbing permits (based upon (1) septic tank or (1) sewer cap per permit).

Securing coordination of utility disconnection, plumbing, water, gas, and electricity, including the removal of electrical meter with FPL

#### G.C./Owner to provide:

All documents required by the City of Miami Spring Building Department so they can issue permit.

Temporary Water for dust control.

\*Final payment cannot be hold by client if the City fail to close permit for requirements not related to the scope of work.

\*Salvage belongs to Demolition Masters. If Salvage is removed by others contract price is subject to increase.

#### EXCLUSIONS:

Temporary water for dust control. ALL bonds.

Removal of existing asphalt and wheel stoppers. Removal of perimeter fencing or walls.

Permit, Removal, protection or relocation of trees or stumps.

Placement Gravel, Fence, Sod or seed or portable , silt fence & or erosion control before or after demolition.

Piling Removal - Removal of furniture inside buildings - Removal of underground and above ground storage tanks -

Lead report, Abatement, air monitoring. Removal of Hazardous Material (i.e Freon, PCB's, etc)

Filling of depression or import of any material to be quote separate.

Removal of utility light poles &/or Payment for cost related to any utility disconnections (other than that described above).

Demolition Contractor is not responsible for damage or repair to City sidewalks or curbs.

Demolition Masters shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, Illness, injury, or general unavailability of material, equipments, and/or machinery.

**THIS PRICE IS VALID FOR SIXTY DAYS.** Initial payment is non- refundable as administrative and field work commence immediately. In the event it becomes necessary for Demolition Masters, Inc. to collect any deficiency from **Owner** by legal action, Owner agrees to reimburse Demolition Masters, Inc. **All costs** and attorneys fees, at the trial and appellate levels, as well as any costs and expenses associated with such action.

Previous violations or holds on the property preventing "permit close out" will not relieve Owner from final payment.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Any alteration from scope of work below involving extra costs will be executed only upon "written orders" and will become an extra charge.

**Acceptance of contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. Failure to make payment when due shall cause a 1 1/2% late charge to accrue on all balances (18% per annum).**

Submitted by:

*Adonay Almeida*

Accepted by:

Date of Acceptance:

---

Adonay Almeida, Pres.

5542 SW 8<sup>th</sup> Street, Coral Gables FL 33134, ph: (305) 448-7511 fax: (305) 441-0232  
[Estimating@demolition-masters.com](mailto:Estimating@demolition-masters.com) CGC1528506



**\*\*\*REVISED #1\*\*\*  
 \*\*\*Structure ONLY, no site work\*\*\***

**DATE:** June 8, 2021  
**CUSTOMER:** City of Miami Springs  
**TEL:** 305-805-5054  
**EMAIL:** murguido@miamisprings-fl.gov

**BID #:** 21-392  
**PROJECT:** 4545 NW 36  
**ADDRESS:** Miami Springs, FL 33166  
**ATTN:** Zuzell Murguido

**SITE VISIT:** No  
**DRAWINGS:** No  
**ADDENDUMS:** No

Under the terms and conditions of this Proposal by and between The BG Group, LLC (BG Group) and **City of Miami Springs** (customer), BG Group will provide all labor, material and supervision necessary to complete the demolition and removal work described herein:

**Total Proposal Amount: \$23,916.00  
 (Twenty Three Thousand Nine Hundred Sixteen Dollars and No/100's)**

Perform **Structural Demolition** according to plan specifications listed above, to include only the following:

- Demolition, Removal & Disposal of (1) One Story Building Including Slabs & Foundations
- Freon Abatement, Bulbs, Ballasts, Mercury Switches, Etc.
- Rough Grading of Demolition Area

**Add/Alt:**

<b>Import and Spread of #57 Stone (2" Depth; Building Pad Footprint):</b>	<b>\$2,969.00</b>
<b>Utility Cut and Cap:</b>	<b>\$750.00</b>
<b>Water Source Turned Up:</b>	<b>\$2,500.00</b>
<b>Pump Out, Removal &amp; Disposal of Grease Trap Including Permits (Qty:1):</b>	<b>\$2,500.00</b>

**PROJECT SPECIFIC NOTES:** Work to be completed in one mobilization, additional mobilizations are \$2,500.00 EA. Foundations to be removed up to (3) Three feet below grade, No Pile Removal / Extraction

**EXCLUSIONS:**

- |                              |                               |   |
|------------------------------|-------------------------------|---|
| • Permits (all)              | • Site & Temp Fencing         | • Seeding or Sodding                            |
| • Asbestos Survey            | • Erosion Control             | • Underground Utilities & irrigation lines      |
| • Asbestos or Lead Abatement | • Other Hazardous Material    | • Asphalt Pavement                              |
| • Shoring & Bracing          | • Night & Weekend             | • Pavement Base Material                        |
| • Temporary Water (TBD)      | • Electric Disconnects        | • Trees, Landscape Plant Material & Sod Removal |
| • Barricades                 | • Backfill                    | • Tree Protection                               |
| • Utility Cut & Cap          | • Rodent Inspection / Control | • Tree Relocation                               |
| • Dewatering                 | • MOT/ Lane Closure           |   |



- Protection
- Owner Salvage

## **2. Work by The BG Group:**

- 2.1 The BG Group will verify all utilities that serviced the structures or equipment to be removed have been disconnected prior to the start of any work.
- 2.2 The BG Group will remove, load, haul and legally dispose of all combustible, solid and metallic debris resulting from the above captioned removal work.
- 2.3 Provide water supply (if not excluded above) in sufficient quantity and pressure and in close proximity to the removal site to support all dust control and fire control measures necessary for the completion of the work.

## **3. Licenses, Notifications, Regulations and Insurance**

- 3.1 Prepare and submit any notifications required to complete the work described in this Agreement.
- 3.2 The BG Group will maintain Workers Compensation with a \$1,000,000.00 limit, General Liability Insurance with a combined per occurrence limit of \$1,000,000.00/\$2,000,000.00 aggregate and a \$,000,000.00 umbrella, Pollution Liability Insurance and Auto Insurance with a \$1,000,000.00 limit.

## **4. Work by Customer:**

Customer agrees to perform the following in a timely manner so as not to impede the progress of The BG Group's work described herein:

- 4.1 Authorize The BG Group to utilize any or all of the necessary equipment and/or devices to complete the work in this Agreement. The following items may be used on this job:
  - Excavators of multiple sizes with assorted attachments
  - Rubber Tire Loaders
  - Track Loaders
  - Skid Steers (track or rubber tire)
  - Lifts (Scissor, Boom, Lulls, etc.)
  - Hydraulic Saws
  - Assorted Hand Tools

## **5. Contract Conditions:**

The Customer and The BG Group agree that:

- 5.1 The BG Group shall occupy the entire work area exclusively upon the commencement of The BG Group's work. The BG Group shall not be responsible for the safety of any person who enters the work area unless such person has been specifically authorized by The BG Group to enter the work area.
- 5.2 The BG Group will schedule work between the hours of 7am and 6pm, Monday through Saturday.
- 5.3 Customer will convey to The BG Group all rights to, title to, and interest in, all building contents and/or salvage materials not listed in this proposal that are currently located within the demolition/dismantling area.
- 5.4 Customer understands, acknowledges and agrees that BG will need to obtain a permit to perform the demolition work in accordance with Scope Inclusions and Exclusions listed above. With respect to the permit, Customer will fully cooperate with BG on any permit-related needs including, but not limited to, pre- or post-permit issuance. Further, if BG obtains any project permit under BG's license, or obtains any sub-permit under the license of one of BG's subcontractors for the Work, Customer shall perform any needed work not specifically included in BG's scope but required by any governmental authority to close the permit prior to its





expiration (the "Customer Work"), at Customer's sole cost and expense. If, Customer fails to perform the Customer Work within 10 days after receipt of notice of BG's demand for same then Customer shall be responsible for any damages incurred by BG including, but not limited to, costs, fees, violations, fines, attorneys' fees and consequential damages that may be assessed against BG or its subcontractors by any permitting issuing authority.

**Payment:**

Payment for all work completed shall be made to The BG Group, LLC within 10 days of job completion without exception or retention and whether or not Customer has received payment from any other source. Any late payments will accrue interest at a rate of 12% per annum on a monthly basis. Alternative terms may be negotiated prior to commencement.

**Acceptance:**

This Proposal shall remain an offer for acceptance by Customer for a period of thirty days. The BG Group, at its discretion, may terminate thereafter.

Sincerely,

Konor Shoup  
Estimator  
561.441.7465

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_



## Jampro Demolition

Powered by RedTeam

## FIXED PRICE PROPOSAL

6/10/2021

Zuzell Murguido  
 City of Miami Springs  
 201 Westward Drive  
 Miami Springs, Florida 33166

Re: Our Proposal 1LB0001 for **Abandon Building Demolition**

Facility Name: City of Miami Springs  
 Abandon Building Demolition, 4545 Northwest 36th Street, Miami Springs, Florida 33166

This Proposal is for the Project referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to furnish the following:

### 0241 - Demolition and Structure Moving

1. As Per Site Visit
2. Remove 2,612sqft of cmu old diner building completely
3. Asphalt pavement to remain
4. Concrete sidewalk to remain
5. Gravel leveling of site after building demolition

Price: **\$ 19,769.48** *Nineteen Thousand Seven Hundred Sixty Nine Dollars and Forty Eight Cents*

Time: The duration of the Work to achieve Substantial Completion is TBD.

Terms: Upon Receipt, 0% Retainage

#### Clarification(s):

- Debris removal from site included
- First Shift Work
- No Overtime Included
- No Architectural Drawings included
- No Permit Fees Included [\$5,000.00 Allowance]
- No Design Fees Included
- No Bond Fees Included
- One Phase
- Proposal Price Based on Sheets noted ONLY. All unnoted sheets is not included.
- All MEP items to be Capped and Made Safe and dropped by MEP trades before demolition
- No Protection included
- Job Site visit Was Performed
- Scope is Limited it items stated on Proposal Only
- Price discounted base on whole scope listed being performed. Items deleted will cause price to raise
- Proposal priced for one mobilization per phase unless otherwise noted on proposal
- Atleast 24 hour cancellation notice must be given if scheduled project demo start date changes.
- Any Item not Listed Above or listed in Clarifications are to remain or by remove by other Trades.
- Any unforeseen items needing to be remove will result in an additional cost
- NO CHANGE ORDER WORK WILL BE PERFORMED UNTIL FORMAL CO IS GIVEN FROM GC
- Plastic visqueen protection is not included
- Changes in scheduling resulting in extra mobilizations will warrant extra cost
- Any scope directed by GC to be performed by another trade that is in Jampro's contract, is to be discussed to Jampro and credit given in a timely manner prior to other trade performing work. If scope could be performed by Jampro and GC instructs another trade to perform, No credit will be given.
- 10% Deposit Required Prior to project start
- Payment to be received no later then 45 days after invoice date. Late payment incurs 5% late fee.
- Weekend Work Shift Not Included
- Project will not be setup without Contract or LOI received first.

- All Items to be salvage must be removed or clearly marked prior to demolition start
- Items left after demolition commences are salvage rights to Jampro Demolition
- PROPOSAL MUST BE AN EXHIBIT TO THE CONTRACT
- Proposal Price valid up to 90 days from Proposal Date.
- Jampro Reserves the right to reject/modified proposal price beyond 90 days.
- If demolition mobilization is scheduled where a shift does not work a full 8 hour shift. The difference will be billed as a change order
- A lien/ contact of bonding company WILL be filed if final payment for project is not received within 80 days of last day Jampro was mobilized on site.
- Proposal Based on Miami Dade Property Search Data and Site visit

Expiration: This Proposal shall remain open for 90 calendar day(s).

ADDITIONAL SERVICES AVAILABLE:

- CONCRETE CUTTING
- TEMPORARY LABOR
- CORE DRILLING
- POST/FINAL CLEANING (PROVIDED THRU JAMPRO BUILDING SERVICES, INC)

Please contact me at 305-652-3686 or via e-mail nikado@jamproinc.com if you have any questions or require additional information.

Regards,

**Jampro Demolition**

**Nikado Taylor**

President

**ACCEPTANCE OF PROPOSAL**

The Scope of Work described above supersedes any and all prior communication about this Work. By accepting this Proposal, Customer understands that changes to the scope for any reason not controlled by **Jampro Demolition** may result in additional charges. Invoices for Work completed shall be presented at least monthly and shall be due within 30 days. In the event **Jampro Demolition** is required to pursue any collection efforts to be paid, Customer shall be responsible for all of **Jampro Demolition's** attorney's fees and costs incurred pre-suit, in litigation, and any appeals which ensue, together with interest on all unpaid amounts at 1 1/2 % per month.

Client Signature: \_\_\_\_\_

City of Miami Springs

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



**Bid Proposal**

**Date:** 6/9/2021

**Project:** 4545 N.W. 36 Street

**Address:** 4545 N.W. 36 Street, Miami Springs, FL

**Base Price Bid:** \$18,500.00

Additional mobilizations at \$3,500 each occurrence

THE INTENT IS TOTAL DEMOLITION

**Furnish Labor, Equipment, and Dump Fees to Demolish & Remove:**

1. Existing building structure.
2. Concrete slabs up to 6” – remove and dispose
3. Place gravel at area of building demolition.
4. All work to be performed in 1 phase.

**Specifically Excluded**

- 1) Concrete removal in excess of 12”.
- 2) Asphalt
- 3) Utilities disconnects.
- 4) Any toxic or hazardous materials discovered. Asbestos Survey not provided.
- 5) CLIENT to discharge and remove all hazardous materials and liquids prior to commencement of demolition work.
- 6) Any underground utility maintenance.
- 7) Removal of owner inventory.
- 8) Mechanical, electrical and plumbing removals and/or cap offs.

**Scope of Work is based on:**

**Top Cat Construction Services LLC  
1301 NW 83RD AVE., Coral Springs, FL 33071  
954-892-1478 CGC1528141**



Architect/Engineer: N/A

Project: 4545 N.W. 36 Street Date:

Plan Sheets: N/A Site Visit: No Addendum: None

\*This quote is valid for 30 days from above date.

\*All items removed by contractor shall become property of contractor unless contractually specified prior to demolition work.

**Payment Terms:**

TBD.

**Job Site Terms:**

Contractor will be the only activity on the site during the span of their contracted work. For safety and efficiency purposes, no simultaneous activities will be permitted until the conclusion of this process. Any personnel desiring access to the site must first obtain access authority through Contractor Management personnel. Access by the Client for purposes of review will not be denied.

**General Exclusions:**

Additional demolition and any other permit or notices required. All items to be saved or reused by other parties. Masonry and Concrete cutting unless otherwise specifically detailed herein. Construction and removal of temporary OSHA Barricades and dust partitions including: Setting Beds, Mastics, and Adhesives; Capping, Relocating, identification and maintaining temporary utilities to perform work, Identification and removal of Asbestos, lead, or other hazardous or toxic materials; Stucco and Plaster applied directly to masonry and concrete. Removal of foundations deeper than 24" below existing grade; Underground utilities, septic tanks, grease, fuel, and oil tanks. All petroleum and related piping. Any incidental damage to surrounding asphalt or concrete created by delivery or removal of heavy equipment.






# AGENDA MEMORANDUM

**Meeting Date:** 6/14/2021

**To:** The Honorable Mayor and Members of the City Council

**From:** William Alonso, City Manager 

**Subject:** Closure of sidewalks at five locations on East side of city

---

At the request of Councilman Vazquez and Councilman Fajet, Staff met with neighbors in the surrounding areas bordering NW 36th Street on Minola Drive, Mokena Drive, LaVilla Drive, DeSoto Drive, and DeLeon Drive. The residents in these particular blocks, due to their proximity to the hotels along NW 36th Street, have been experiencing less than acceptable behaviors such as problems with drug dealings, loitering, immoral behavior amongst others, as well as, homeless and transients who walk freely into the residential areas at all hours of the day.

Residents have asked Staff to look at the possibility of closing off the sidewalks and roadways (currently barricaded with guardrails and in some cases with trees and other plant materials) at the south end of each of these five blocks in order to prevent pedestrian traffic into these residential areas.

As a result of our meetings and site visits, we have addressed each area separately, along with providing estimated costs for each block, as each location presents different issues that the city needs to address:

1) Minola Drive - NW 36th Street (Exhibit A)

Homeowners at 632 and 633 Minola abut both the Comfort Inn and Days Inn on the East and a vacant lot (with chain link fence) on the West.

**Obstacles:** The wall dividing the Comfort Inn and the resident at 633 Minola ends about 4 feet shy of meeting the edge of the sidewalk and the hedge dividing the vacant lot along the resident at 632 Minola is not parallel to each other creating an uneven division line.

**Recommendation:** There are two viable options, however they both require permission from the hotel and/or the homeowner. Option 1) Requires permission from the Comfort Inn to extend their wall (to match existing) and add the additional 4 feet; or 2) Requires permission from the homeowner at 633 Minola to be able to add a new wall/fence inside their property. For either option, we would install a new wall/fence heading West from 633 Minola, across the sidewalk, continuing across the street, then crossing over the sidewalk in front of 632 Minola, then make a turn on the wall/fence heading southbound for approximately 5 additional feet in order to end the wall/fence to meet the existing chain linked fence located at the vacant lot on the corner of Minola off of NW 36th St.

**Approximate Costs:** Decorative Iron Fence \$ 3,900

2) Mokena Drive - NW 36th Street(Exhibit B)

Homeowners at 632 and 633 Mokena abut the Comfort Suites Hotel on the West side with concrete walls as barriers on each side.

**Obstacles:** None

**Recommendation:** As no permission is required from the property owners, the wall/fence can be installed on city property from edge of sidewalk where an existing concrete wall is located at 633 Mokena, across the street and continue on edge of sidewalk at 632 Mokena to meet up with existing concrete wall.

**Approximate Costs:** Decorative Iron Fence \$ 4,100

- 3) La Villa Drive - NW 36<sup>th</sup> Street(Exhibit C)  
Homeowners at 632 and 633 LaVilla abut the Wyndham Gardens Hotel on the West side.  
**Obstacles:** May need to remove existing guardrail, as well as, some bushes/plantings.  
**Recommendation:** As no permission is required from the property owners, the wall/fence can be installed on city property from edge of sidewalk where an existing concrete wall is located at 633 La Villa, across the street and continue on edge of sidewalk at 632 La Villa to meet up with existing concrete wall.  
**Approximate Costs:** Decorative Iron Fence \$ 3,150
  
- 4) De Soto Drive - NW 36<sup>th</sup> Street(Exhibit D)  
Homeowners at 632 and 633 DeSoto abut two office buildings, McDonald's and the Wyndham Gardens Hotel on the East side and the Ramada Inn Hotel on the West side.  
**Obstacles:** May need to remove some bushes/plantings  
**Recommendation:** As no permission is required from the property owners, the wall/fence can be installed on city property from edge of sidewalk where there are existing Eureka Palms (which create a barrier) located at 633 DeSoto, across the street and continue on edge of sidewalk at 632 DeSoto to meet up with existing decorative iron fence (Ramada Inn).  
**Approximate Costs:** Decorative Iron Fence \$ 3,300
  
- 5) De Leon Drive - NW 36<sup>th</sup> Street(Exhibit E)  
Homeowners at 632 and 633 DeLeon abut Ramada Inn Hotel and parking lot to the East and the Holiday Inn Express and another parking lot to the West side.  
**Obstacles:** None  
**Recommendation:** As no permission is required from the property owners, the wall/fence can be installed on city property from edge of sidewalk where an existing decorated iron fence divides 633 DeLeon, across the street and continue on edge of sidewalk to meet up with existing concrete wall at 632 DeLeon.  
**Approximate Costs:** Decorative Iron Fence \$ 3,150

Staff's recommendation is to install the decorative iron fence and plant landscaping along the fence line, when needed, in order to provide a privacy barrier. The total cost for a decorative iron fence only in all five locations would be approx. \$17,600 based on one (1) estimate received. We also obtained a quote for a solid concrete wall but due to the foundations required for this type of wall it would have cost approx. \$181,000 to do all five locations so we decided to go with the decorative fence option.

If Council approves this project, we can proceed to get three (2) additional quotes in accordance to our procurement policy of obtaining 3 written quotes and bring back to Council a firm cost. Since this project was not budgeted, funding would have to come from available city reserves.

Another consideration Staff recommends is doing a mail-out to homeowners within 500 feet of the proposed locations advising them of the city's plans and asking for any input they may have on these closures. Although the neighbors in the immediate area have said they do not need sidewalk access to NW 36<sup>th</sup> St, we want to make sure all residents within at least 500 feet have a chance to provide the city with any concerns they have about this proposal.



EXHIBIT A

36<sup>th</sup> Street Dead End at Minola





EXHIBIT A

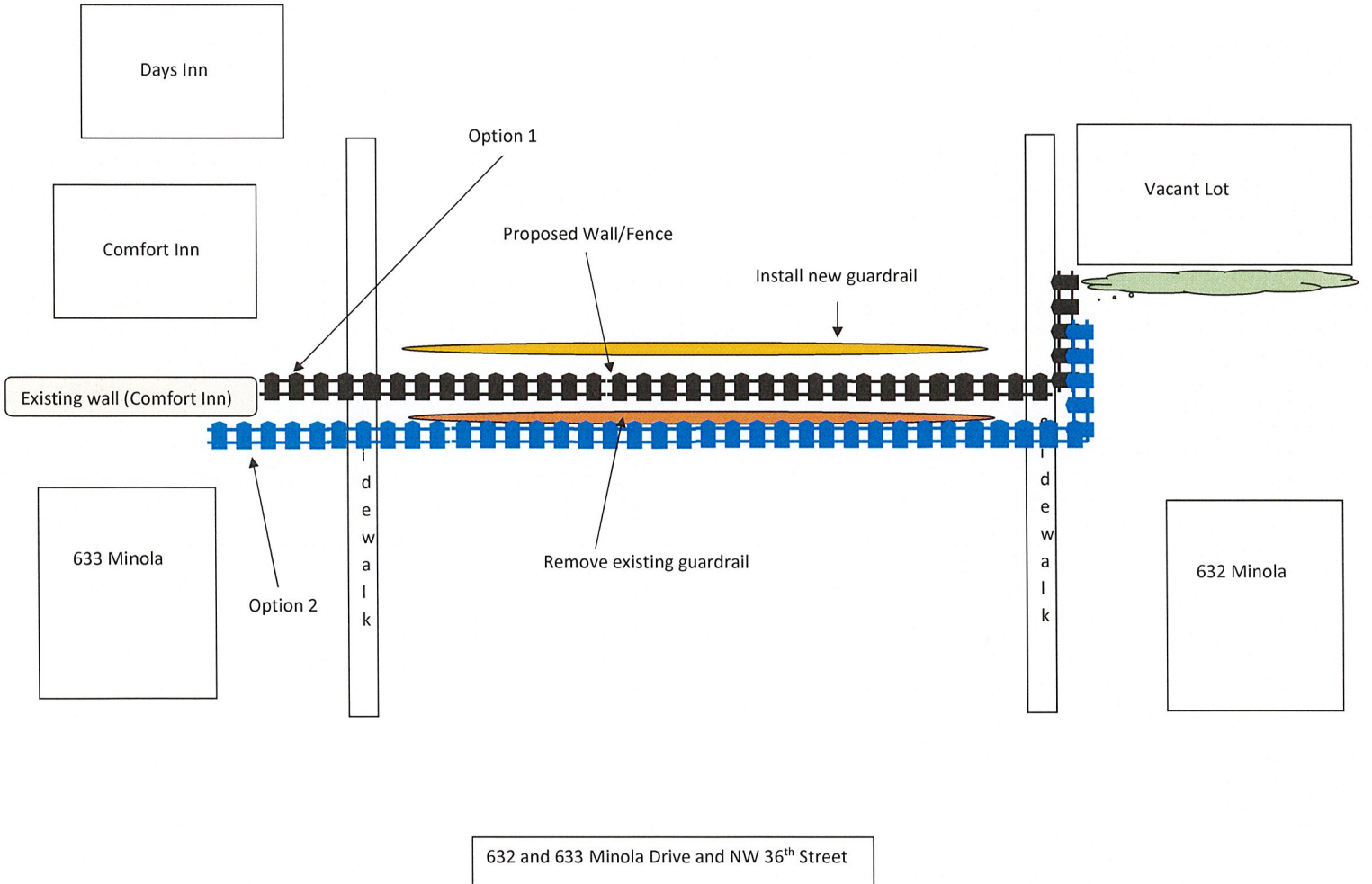


EXHIBIT B

**36<sup>th</sup> Street Dead End at Mokena**



EXHIBIT B

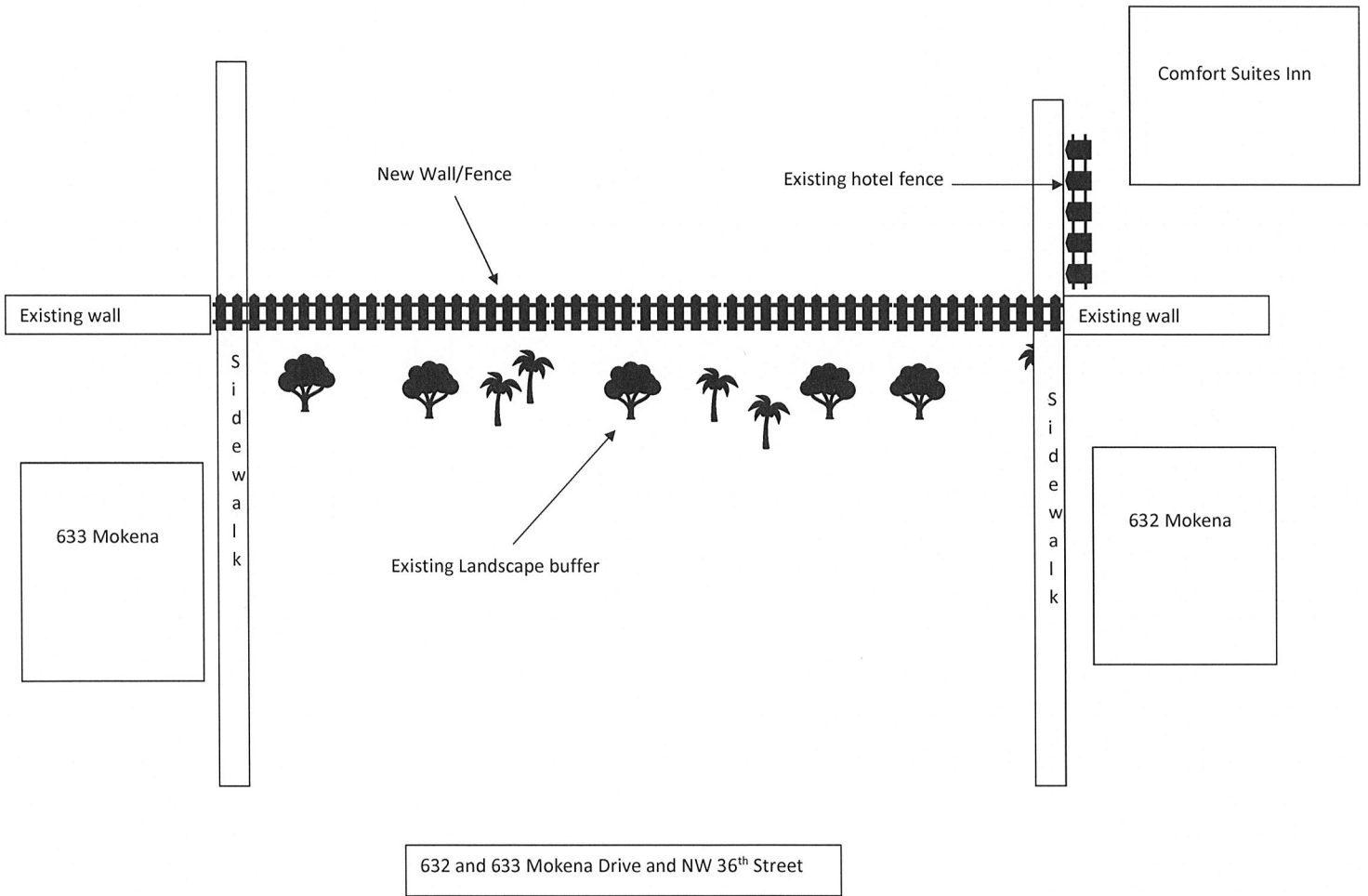




EXHIBIT C  
**36<sup>th</sup> Street Dead End at La Villa**

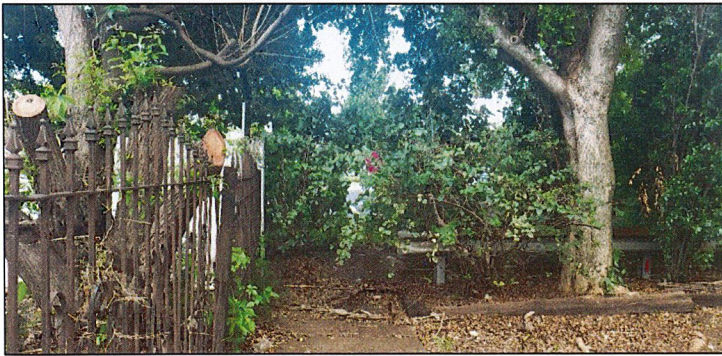
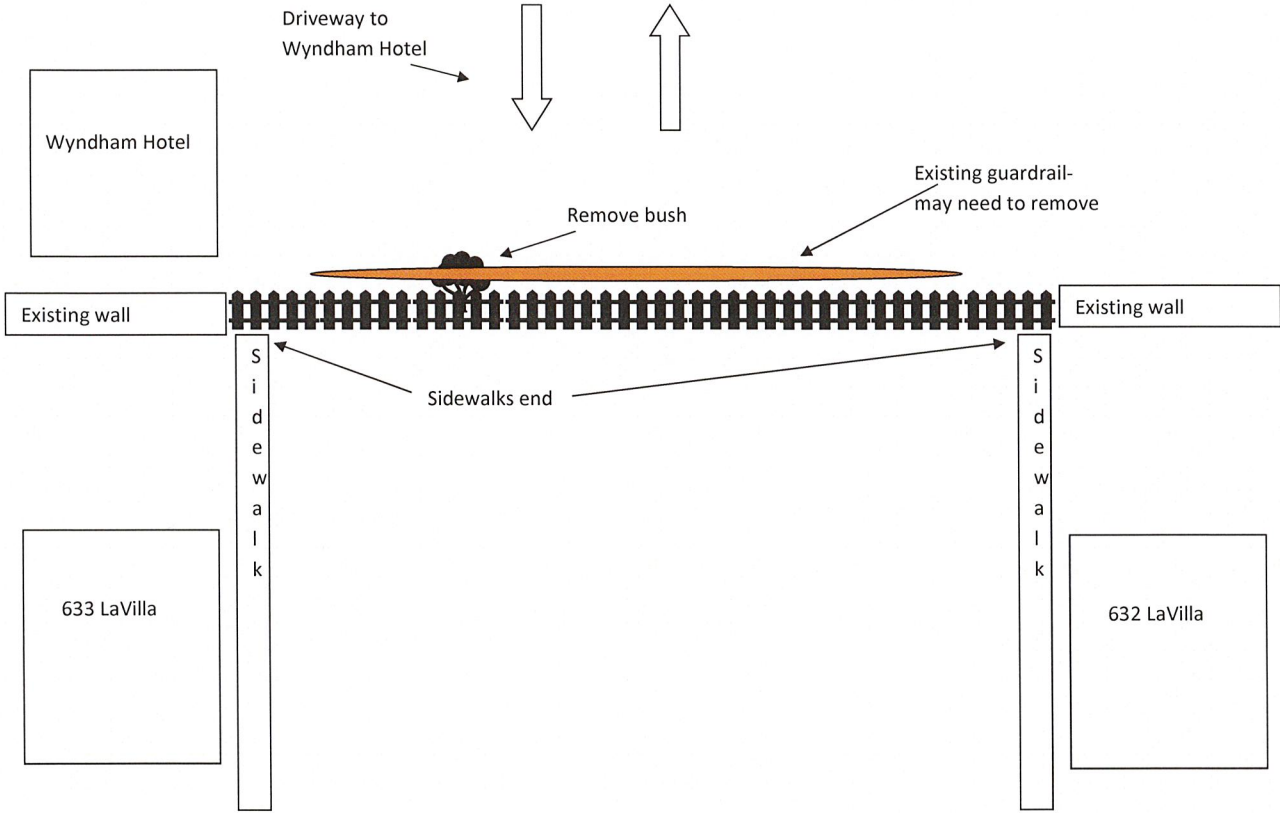


EXHIBIT C



632 and 633 La Villa Drive and NW 36<sup>th</sup> Street

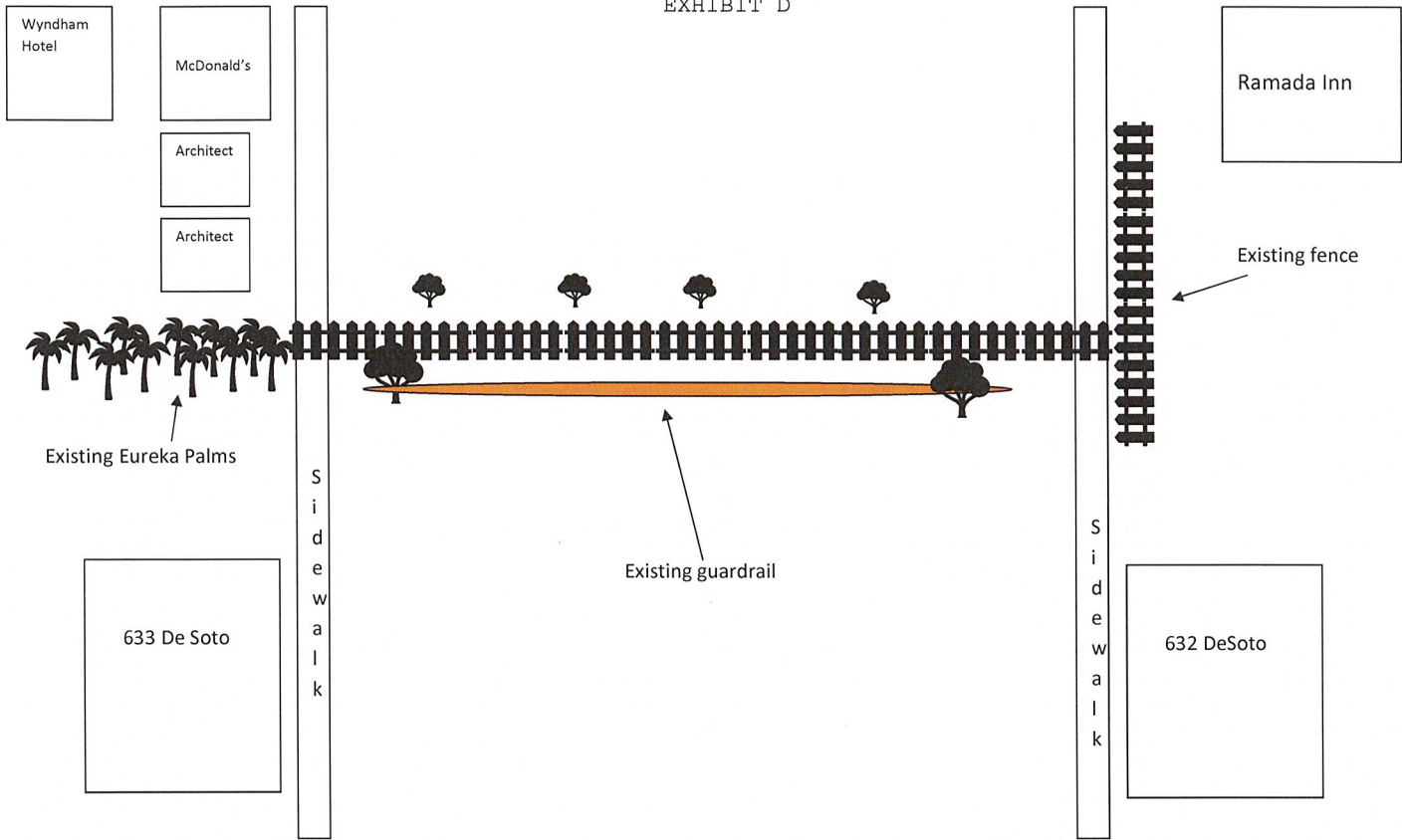


EXHIBIT D

**36<sup>th</sup> Street Dead End at De Soto**



EXHIBIT D



632 and 633 De Soto Drive and NW 36<sup>th</sup> Street



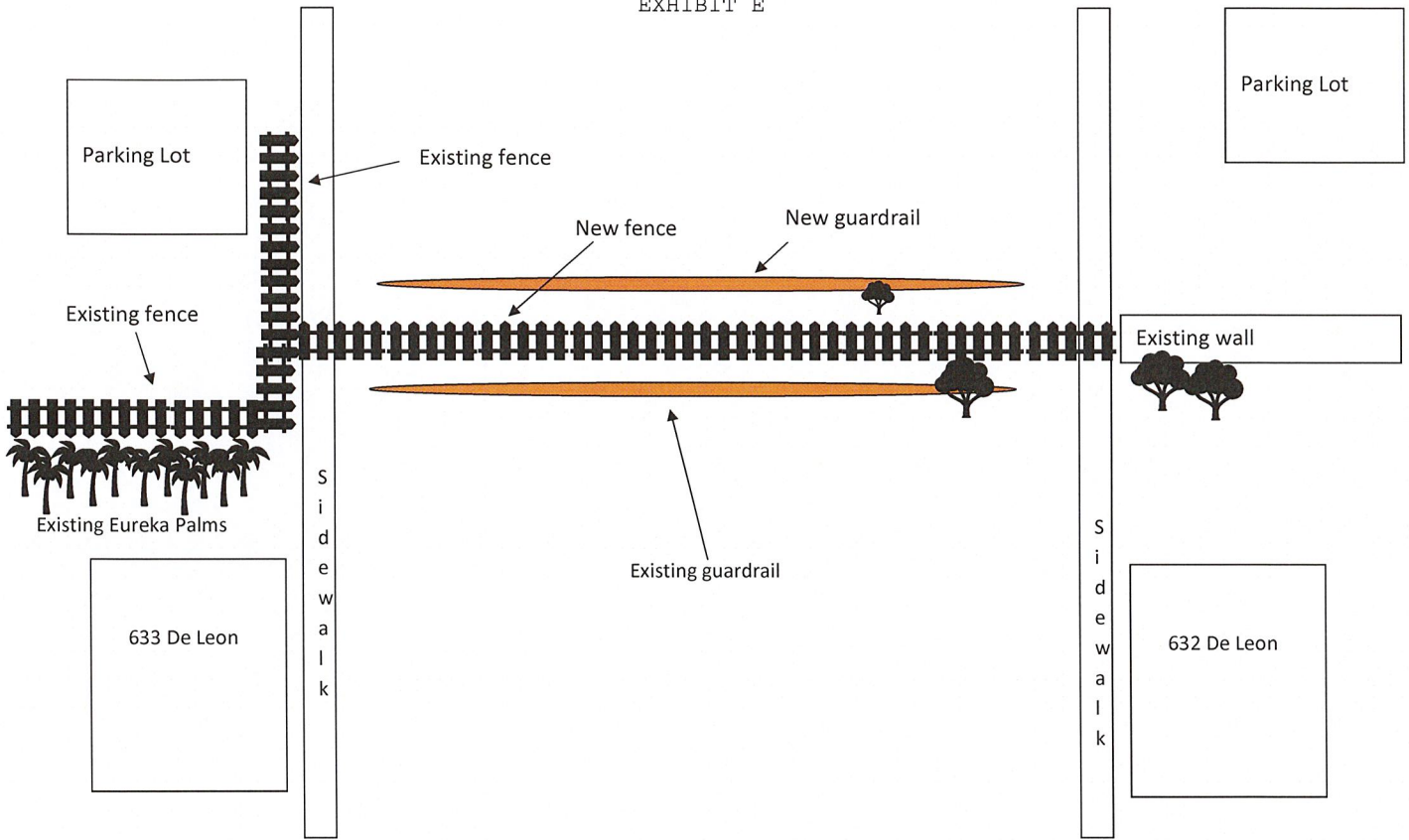
EXHIBIT E

36<sup>th</sup> Street Dead End at De Leon





EXHIBIT E



632 and 633 De Leon Drive and NW 36<sup>th</sup> Street



E-Updates | FL511 | Mobile | Site Map

Search FDOT...

South Florida Roads (Miami-Dade and Monroe Counties) Home About FDOT Contact Us Maps and Data Offices Performance Projects

SFL Roads / Projects / Future Projects (Planning) - North Miami-Dade  
**SR 948/NW 36 St from SR 826/Palmetto Expwy to SR 5/US 1/Biscayne Blvd**  
 FIN: 436426-1-12-01

**Project Resources**

- Documents and Publications
- E-Mail Updates
- Feedback
- Contact Us



**Welcome**



The Florida Department of Transportation (FDOT) is evaluating approximately nine miles of State Road (SR) 948/ NW 36 Street Corridor as part of the transportation planning efforts to enhance multimodal development in Miami-Dade County. This planning study will result in the development of improvements that will address mobility, operational, social, economic, and safety needs of this diverse corridor.

**Study Objectives:**

- Evaluate existing transportation conditions to identify transportation and livability needs of the corridor.
- Forecast future needs based on expected growth along the corridor.
- Develop alternative improvements to address existing and future needs of the corridor.
- Recommend a set of viable solutions that will address the corridor’s needs and implement a collaborative transportation vision.

**Public Involvement:**

FDOT encourages the public to get involved by providing comments, questions, and suggestions to the Multimodal Corridor Study Team. There will be several public workshops to share progress updates, information collected and analyzed, and alternatives developed for the study area. The workshops will allow the public to ask questions and share comments on the study. Presentations, and one-on-one meetings will also be held for interested residents, business owners, and stakeholders along the corridor. Public participation is solicited without regard to race, color, national origin, age, sex, religion, or family status.

**Previous Meetings:**

- Virtual Project Advisory Team (PAT) Meeting on Wednesday, September 23, 2020.
- Virtual Corridor Workshop #1 was held on Wednesday, September 30, 2020.
- Elected Official Briefings were held the week of May 17, 2021 through the week of June 1, 2021 .

**Upcoming Meetings:**

- Virtual PAT Meeting #2 is scheduled for June 8, 2021 at 10 a.m.
- Corridor Workshops are scheduled for June 22, 2021 and June 24, 2021.

**Corridor Workshops Registration**

The workshops will be held simultaneously, both in-person and virtually. The first workshop will be held on Tuesday, June 22, 2021, and the second will be on Thursday, June 24, 2021. Both workshops will be held from 6 p.m. to 7:30 p.m. and the same information will be shared during both events.

**Tuesday, June 22, 2021:**

- Attend In-Person: FDOT District Six Auditorium, 1000 NW 111 Ave, Miami, FL 33172. To RSVP visit click [here](#).
- Participate Virtually: Via GoToWebinar. Register by clicking [here](#). Participants can also call in by dialing +1 (914) 614-3426; Access code: 811-903-539.

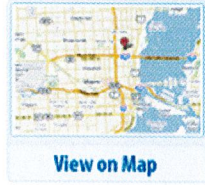
**Thursday, June 24, 2021:**

- Attend In-Person: Holiday Inn Miami-International Airport, 1111 S Royal Poinciana Blvd, Miami Springs, FL 33166. To RSVP visit click [here](#).
- Participate Virtually: Via GoToWebinar. Register by clicking [here](#). Participants can also call in by dialing +1 (951) 384-3421; Access code: 958-531-540.

*The in-person workshops will be in compliance with all current Centers for Disease Control and Prevention (CDC) guidelines and social distancing will be followed.*

**Project At-A-Glance**

**Start Date**  
 June 2020



**Est. Completion date**  
June 2022

**Cost**  
\$1.278 million

**Lengths and Limits**  
SR 948/NW 36 Street from SR 826/Palmetto Expressway to SR 5/US 1/Biscayne Boulevard

**FDOT Project Manager**  
Carlos Castro, P.E.

**Consultant Project Manager**  
Daphne Spanos, P.E.  
EXP U.S. Services Inc.

**Community Outreach Specialist**  
Maria Alzate  
Infinite Source Communications Group  
O: 305-573-0089  
[Maria@iscprgroup.com](mailto:Maria@iscprgroup.com)

---

[Contact Us](#) [Employment](#) [MyFlorida.com](#) [Performance](#) [Statement of Agency](#) [Web Policies & Notices](#)



© 1996-2021 Florida Department of Transportation

Florida Department of Transportation  
*Improve Safety, Enhance Mobility, Inspire Innovation*