



## **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, August 9, 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:** Councilman Victor Vazquez  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
  - A) Yard of the Month Award – August 2021 – 372 Minola Drive – Gladys & Carmelo Cuenca
  - B) Presentation by Miami-Dade County Office of Resilience Chief Resilience Officer Jim Murley, on the Resilient305 Strategy
- 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) July 22, 2021 – Special Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings:**
  - A) **Ordinance – Second Reading** –An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 32 Of The City’s Code Of Ordinances By Creating Article Xvii, “Nuisance Abatement

Board,” Authorizing The Creation Of An Administrative Board With The Authority To Impose Fines And Other Noncriminal Penalties To Abate Certain Activities Declared Public Nuisances Pursuant To Section 893.138, Florida Statutes; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

**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 Work Order To Bermello, Ajamil & Partners, Inc. For Phase 1b Of The East Drive Stormwater And Roadway Improvements Project Consisting Of Surveying And Preliminary Engineering, Including A Draft Stormwater Management Plan And Conceptual Landscape Design, In An Amount Not To Exceed \$92,248; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Phase 1 Of The South Royal Poinciana Boulevard Stormwater And Roadway Improvements Project Consisting Of Surveying, Stormwater Management And Conceptual Design In An Amount Not To Exceed \$115,136; And Providing For An Effective Date

**10. Old Business:** None.

**11. New Business:**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A One-Year Extension To The Professional Services Agreement With Becker & Poliakoff, P.A. For Consulting And Lobbying Services In An Amount Not To Exceed \$45,000; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A State Appropriation Of \$1,000,000; Approving A State-Funded Grant Agreement With The Florida Department Of Transportation (FDOT) Relating To The South Royal Poinciana Roadway Improvement Project; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Submit A CDBG-MIT Grant Application For Funding Relating To The Canal Bank Stabilization Project; And Providing For An Effective Date

**12. Other Business:**

A) Request by Mayor Mitchell to provide an update on City’s actions after Surfside building collapse

B) Request by Mayor Mitchell to discuss Metrorail pedestrian bridge

C) Request from Mayor Mitchell to discuss the Rapid Transit Zone (RTZ) Ordinance being proposed by Miami-Dade Commission Vice Chair Oliver Gilbert

**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, August 9, 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/UC2at9KNngUxZRSw1UkhdHLQ/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



# ***CERTIFICATE OF RECOGNITION***

Presented to

***The Cuenca Family***

Of

***372 Minola Drive***

for their home being designated as

***“YARD OF THE MONTH”  
August, 2021***

Presented this 9<sup>th</sup> day of August, 2021.

**CITY OF MIAMI SPRINGS, FLORIDA**

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Maria Puente Mitchell  
Mayor

**ATTEST:**

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Erika Gonzalez, MMC  
City Clerk



**City of Miami Springs, Florida**

Special Council Meeting Minutes

Thursday, July 22, 2021 5:01 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 5:03 p.m.

Present were the following:

Mayor Maria Puente Mitchell (via Zoom)

Vice Mayor Bob Best

Councilwoman Jacky Bravo (via Zoom)

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

2. **Invocation:** Offered by Offered by

3. **Pledge of Allegiance/Salute to the Flag:** The audience participated

4. **Public Comment:** The following members of the public addressed the City Council: **Richard Marquez, 1202 Dove Avenue.**

5. **New Business:**

**A) Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Declaring, As Required By Section 200.065, Florida Statutes, The City's Proposed Millage Rate, Rolled-Back Rate Computed Pursuant To Section 200.065(1), Florida Statutes, And The Date, Time And Place At Which The First And Second Public Budget Hearings Will Be Held To Consider The Proposed Millage Rate And The Tentative Budget For Fiscal Year 2021-2022; Directing The City Clerk And City Manager To File This Resolution With The Miami-Dade County Property Appraiser; Authorizing The City Manager To Change Budget Hearing Dates, If Needed; And Providing For An Effective Date

**City Manager Alonso read the Resolution by title. He read the staff memo for the record.**

**After some brief discussion, Vice Mayor Best moved to approve the Resolution as with the millage cap at 7.5500 mills. Councilman Fajet seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Fajet, Councilman Vazquez, Mayor Mitchell voting Yes; and Councilwoman Bravo voting No.**

**4. Adjourn**

There being no further business to be discussed the meeting was adjourned at 5:45 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 9th day of August, 2021.*

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*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.



## MEMORANDUM

To: Honorable Mayor and Council

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

Date: August 9, 2021

RE: 2<sup>nd</sup> Reading: Ordinance Establishing Public Nuisance Abatement Board

### **Recommendation:**

Adopt the proposed Ordinance on second reading creating Article XVII, "Nuisance Abatement Board."

### **Background:**

Due to increased criminal activity in the City, at the June 28, 2021 Council Meeting, an ordinance was presented on first reading to create Article XVII, "Nuisance Abatement Board" with the City's Code of Ordinances. The City Council approved the ordinance on first reading and scheduled the second reading for August 9, 2021.

The proposed ordinance (attached) expands the City's administrative remedies in order to address certain activities deemed public nuisances that diminish the health, safety and welfare of its residents. Section 893.138, Florida Statutes, authorizes local governments to create administrative boards with the authority to impose fines and other noncriminal penalties in order to deter public nuisances as described by section 893.138(2), Florida Statutes.

The proposed ordinance creates a Public Nuisance Abatement Board that has the power to issue orders that mitigate and/or cure the effects of a public nuisance (as defined by State law and in the ordinance) within privately owned properties within the City. It should be noted that the Public Nuisance Abatement Board will not consider the same cases/violations as the City's existing Code Compliance Board. While the Public Nuisance Abatement Board will address nuisances as described in section 893.138(2), Florida Statutes, the Code Compliance Board will continue to impose administrative fines and other noncriminal penalties to enforce the City's Codes and Ordinances pursuant to Chapter 162, Florida Statutes.

### ***Jurisdiction of the Public Nuisance Abatement Board and what constitutes a Public Nuisance***

The jurisdiction of the Public Nuisance Abatement Board is designated by State law. The matters that may be deemed a Public Nuisance and considered by the Public Nuisance Abatement Board are specified in the ordinance. Specifically, a "Public Nuisance" is defined in the proposed ordinance as

[A]ny place or premises that has been used:

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(1) On more than two occasions within a six-month period, as the site of a violation of Section 796.07, Florida Statutes, as amended, entitled "Prohibiting prostitution and related acts";

(2) On more than two occasions within a six-month period, as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;

(3) On one occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony and that has been previously used on more than one occasion as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;

(4) By a criminal gang for the purpose of conducting a pattern of criminal gang-related activity as defined by Section 874.03, Florida Statutes, as amended;

(5) On more than two occasions within a six-month period, as the site of a violation of Section 812.019, Florida Statutes, as amended, relating to dealing in stolen property;

(6) On two or more occasions within a six-month period, as the site of a violation of chapter 499, Florida Statutes, as amended, entitled the "Florida Drug and Cosmetic Act";

(7) On more than two occasions within a six-month period, as the site of a violation of any combination of the following:

- (a) Section 782.04, Florida Statutes, relating to murder;
- (b) Section 782.051, Florida Statutes, relating to attempted felony murder;
- (c) Section 784.045(1)(a)2., Florida Statutes, relating to aggravated battery with a deadly weapon; or
- (d) Section 784.021(1)(a), Florida Statutes, relating to aggravated assault with a deadly weapon without intent to kill.

Matters that rise to the level of a Public Nuisance may be brought for hearing before the Public Nuisance Abatement Board.

### ***The Public Nuisance Abatement Board***

The Public Nuisance Abatement Board will be a five member Board appointed by the City Council. Alternatively, the City Council may elect to designate the Code Compliance Board to serve in an additional capacity as the Public Nuisance Abatement Board. Based on the discussion at first reading, it is anticipated that the City Council will choose to appoint a five-member Public Nuisance Abatement Board. Accordingly, if the ordinance is approved on second reading, each member of the City Council will need to appoint a Board member who meets the criteria set forth in the ordinance to serve on the Board.

### ***Complaints and Hearings on Public Nuisances***

The proposed ordinance establishes the process for filing a Public Nuisance Complaint and the administration of those complaints. Any City employee, City officer, or any City resident may file a written complaint regarding a Public Nuisance with the City's Police Department on a form prescribed by the City. The Police Department will process the Public Nuisance Complaint.

If the Police Department determines that a Public Nuisance exists, a notice of the Public Nuisance shall be sent to the Operator of the building, place or premise where the Public Nuisance is deemed to exist. The ordinance defines "Operator" as the "owner or person that has control or possession of a building, place, or premise, or an agent in charge of or otherwise having interest in or control of a building, place or premise." The Operator will be notified to take good faith measures as are appropriate to abate the Public Nuisance within five business days. If the Operator fails to take reasonable action to abate the Public Nuisance, the Police Department will request that the clerk of the Board schedule a hearing on the Public Nuisance Complaint at the next available hearing date. The Police Department will consult with the City Attorney to determine whether the Public Nuisance Complaint is legally sufficiency for presentation to the Public Nuisance Abatement Board. Hearings of the Board shall be noticed and conducted in accordance with the provisions set forth in the ordinance.

### ***Mitigating and Abating Public Nuisances***

If after a hearing the Public Nuisance Abatement Board finds that a Public Nuisance exists, the Board is required to order one or more of the following remedies:

1. Discontinuance of the Public Nuisance;
2. Closing of the building, place, or premises;
3. Prohibition of the conduct, operation, or maintenance of any business or activity on the building, place, or premises which is conducive to the maintenance of the Public Nuisance, which prohibition may include the suspension of any City business tax receipt issued or renewed pursuant to Title XI, Chapter 113, entitled "Business Taxes," of the City Code;
4. Fines not to exceed \$250.00 for each day that the Board finds that the Public Nuisance existed and fines not to exceed \$500.00 per day for recurring Public Nuisances; or
5. Any combination of these remedies.

The fines that may be imposed shall not exceed \$15,000. In addition, where a place or premises is declared to be a Public Nuisance, the owner of the build, place, or premises where the Public Nuisance is found to exist will be assessed the costs, including reasonable attorneys' fees, which the City incurred in the investigation, preparation, hearing and presentation of the case. The owner will have ten calendar days to pay the costs after the Board's order is filed with the City Clerk. Failure to pay the costs shall result in the Board's order being recorded, constituting a lien against the property, which may result in the foreclosure of the property.

Although the Public Nuisance Abatement Board will have the authority to preside over Public Nuisance Complaints, the City may take other actions to abate Public Nuisances, such as filing a complaint in court to enjoin or abate the nuisance.

***Transitioning from a Code Compliance Board to a Special Magistrate***

State law and the City's Code authorize the use of a Code Compliance Board or a Special Magistrate to preside over code compliance hearings. The City currently utilizes a Code Compliance Board that is comprised of seven residents, with two alternate members, to preside over code compliance hearings.

For complaints relating to public nuisances, however, State law authorizes the creation of administrative boards. The proposed ordinance creates a new Public Nuisance Abatement Board, which will need to be appointed (unless the Council desires for the Code Compliance Board to serve in both capacities).

The City Attorney, City Manager, and City Staff have discussed the most efficient and effective methods to address code compliance matters and public nuisances. It is recommended that the City Council authorize the City Manager to engage the services of a Special Magistrate to preside over code compliance hearings. By doing so, the City will be able to more efficiently administer code compliance violations, which would be heard by one individual (i.e., the Special Magistrate, who is an attorney) as opposed to a board. Obtaining a quorum of the City's Code Compliance Board is sometimes difficult, resulting in unnecessary delays in the adjudication of code compliance violations, as well as wasted resources (e.g., staff time and City Attorney time preparing for hearings that do not occur due to a lack of quorum) and expenses. By utilizing the services of a Special Magistrate, it is anticipated that code compliance violations will be heard more expeditiously and regularly, and that violations will be corrected in a more-timely fashion. Individuals who receive a code compliance violation will benefit from a more streamlined hearing process, which should save all interested party's time.

If a Special Magistrate were engaged to preside over code compliance hearings, members of the Code Compliance Board could transition to serving the public good in other capacities, whether by being appointed to the newly created Public Nuisance Abatement Board or other Boards.

***Effective Date of Public Nuisance Abatement Board Ordinance***

The proposed ordinance is effective immediately upon adoption on second reading.





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ARTICLE XVII. – NUISANCE ABATEMENT BOARD

Sec. 32-101. – Definitions.

For purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

Board means the City of Miami Springs’ Public Nuisance Abatement Board.

Complaint means the official process by which cases are initiated and brought before the Board.

Public Nuisance means any place or premises that has been used:

(1) On more than two occasions within a six-month period, as the site of a violation of Section 796.07, Florida Statutes, as amended, entitled "Prohibiting prostitution and related acts";

(2) On more than two occasions within a six-month period, as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;

(3) On one occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony and that has been previously used on more than one occasion as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;

(4) By a criminal gang for the purpose of conducting a pattern of criminal gang-related activity as defined by Section 874.03, Florida Statutes, as amended;

(5) On more than two occasions within a six-month period, as the site of a violation of Section 812.019, Florida Statutes, as amended, relating to dealing in stolen property;

(6) On two or more occasions within a six-month period, as the site of a violation of chapter 499, Florida Statutes, as amended, entitled the "Florida Drug and Cosmetic Act";

(7) On more than two occasions within a six-month period, as the site of a violation of any combination of the following:

(a) Section 782.04, Florida Statutes, relating to murder;

(b) Section 782.051, Florida Statutes, relating to attempted felony murder;

(c) Section 784.045(1)(a)2., Florida Statutes, relating to aggravated battery with a deadly weapon; or

(d) Section 784.021(1)(a), Florida Statutes, relating to aggravated assault with a deadly weapon without intent to kill.

72 Operator means an owner or person that has control or possession of a building, place,  
73 or premise, or an agent in charge of or otherwise having interest in or control of a building,  
74 place or premise.

75 Sec. 32-102. – Public Nuisance Abatement Board.

76 The City of Miami Springs Public Nuisance Abatement Board is hereby created and  
77 established to preside over cases involving Public Nuisances. The Board shall have the  
78 power to abate Public Nuisances pursuant to the procedures provided in this article. ~~The~~  
79 ~~Board shall consist of~~

80 (A) ~~Creation; m~~Membership; terms; compensation.

81 (1) The Code Compliance Board for the City of Miami Springs ~~is hereby~~ may  
82 be designated as the Public Nuisance Abatement Board at the City  
83 Council's discretion. Where the City Council designates the Code  
84 Compliance Board to serve as the Public Nuisance Abatement Board, the  
85 terms of office of Board members shall coincide with the terms of office of  
86 the corresponding Code Compliance Board member.

87 (2) ~~The terms of office of Board members shall coincide with the terms of office~~  
88 ~~of the corresponding Code Compliance Board member. Notwithstanding~~  
89 ~~the provisions of subsection (1) and in the alternative, the Public Nuisance~~  
90 ~~Abatement Board shall be comprised of five voting members.~~

91 (a) Each City Councilmember shall appoint one member to the Board.

92 (b) Members of the Board shall be residents of the City and shall  
93 possess outstanding reputations for civic pride, integrity,  
94 responsibility, and business or professional ability, with interest or  
95 experience in abating public nuisances and/or law enforcement.

96 (c) Upon the expiration of a Board member's term, the City Council  
97 member who made the appointment, or their successor in office,  
98 shall appoint the Board member to serve during the new Board term.  
99 If, for any reason, an appointment should not be made to fill an  
100 expired term, the incumbent will continue to serve until their  
101 successor has been appointed.

102 (d) Appointments to fill any vacancy on the Board shall be for the  
103 remainder of the unexpired term of office of the Councilmember  
104 making the appointment.

105 (e) A Board member may be removed with or without cause by the  
106 affirmative majority vote of the City Council.

107 (f) Should any Board member fail to attend three consecutive meetings  
108 without cause, the City Clerk or designee shall advise the City  
109 Council of those absences at the next regularly scheduled Council  
110 meeting, at which time the Board member shall be deemed to have  
111 been removed and the City Council shall fill the vacancy by  
112 appointment, in accordance with the terms of this subsection.

113 (3) Board members shall serve without compensation but may be reimbursed  
114 for such travel, mileage, and per diem expenses as may be authorized by  
115 the City Manager.

116 (B) Organization of the Board; administrative staff; quorum.

- 117 (1) The members of the Board shall elect a chairperson and vice-chairperson,  
118 who shall serve in the absence of the chairperson.
- 119 (2) The City shall provide clerical and administrative personnel as may be  
120 reasonably required by the Board for the proper performance of its duties.
- 121 (3) The City Attorney's office shall represent the City and present cases before  
122 the Board.
- 123 (4) A majority of the Board shall constitute a quorum. All actions of the Board  
124 shall be approved by a majority vote of those Board members present at a  
125 meeting.

126 Sec. 32-103. – Notice.

- 127 (A) All notices required by this article must be provided by:
  - 128 (1) Certified mail to the Operator's address listed in the Miami-Dade County Tax  
129 Collector's office for tax notices or to the mailing address listed in the Miami-  
130 Dade County Property Appraiser's database; or
  - 131 (2) Hand delivery by the sheriff, other law enforcement officer, or process server  
132 to the Operator at the Operator's last known address.
- 133 (B) If an attempt to serve notice upon the Operator by hand delivery or certified mail  
134 is unsuccessful, service of the notice may be made by posting notice at the  
135 building, place, or premises where the Public Nuisance is alleged to exist. Such  
136 notice may be posted at least 10 calendar days prior to the hearing on a Public  
137 Nuisance complaint.
- 138 (C) Where the Operator is not the owner of the building, place, or premises that is the  
139 subject of a Public Nuisance complaint, notice shall also be provided to the owner  
140 in accordance with this section.
- 141 (D) Evidence that an attempt has been made to furnish notice as provided in  
142 subsection (A), together with proof of posting as provided in subsection (B), if  
143 applicable, shall be sufficient to show that the notice requirements of this section  
144 have been met, without regard to whether or not the Operator or owner actually  
145 received such notice.

146 Sec. 32-104. – Public Nuisance Complaints.

- 147 (A) Written complaints; reports.
  - 148 (1) Any City employee, City officer, or any City resident may file a written  
149 complaint regarding a Public Nuisance with the City Police Department on  
150 a form prescribed by the City. The complaint shall state facts that  
151 reasonably tend to establish the existence of a Public Nuisance.
  - 152 (2) Any police officer that makes an arrest or substantiates an incident or  
153 occurrence of a Public Nuisance shall provide a copy of every such report  
154 to the Chief of Police or designee. The Police Department shall process all  
155 such reports and determine whether the requisite number of occurrences or  
156 violations have taken place to constitute a Public Nuisance.
  - 157 (3) Upon determining that a Public Nuisance exists, the Police Department  
158 shall mail written notice of such Public Nuisance to the Operator. The notice  
159 shall provide for the Operator to take good faith measures as are  
160 appropriate to abate the Public Nuisance within five business days of receipt

161 of the notice. The Police Department may extend the five days, when  
162 requested in writing by the Operator, to allow the Operator to institute or  
163 continue actions to abate the Public Nuisance, provided the actions are  
164 reasonable. In the event the Operator fails to take reasonable action to  
165 abate the Public Nuisance, the Police Department shall request that the  
166 clerk for the Board schedule a hearing on the Public Nuisance at the next  
167 available hearing date.

168 (B) Processing; review of case.

169 (1) In each case where a determination has been made in accordance with  
170 subsection (a) above, the case shall be processed through the Police  
171 Department and the Chief of Police or designee, in consultation with the  
172 City Attorney, shall determine whether such case is legally sufficient for  
173 presentation to the Board for consideration and disposition as provided  
174 herein.

175 (2) The City Manager, or designee, upon receipt of verification by the Police  
176 Department that all administrative prerequisites have been satisfied shall  
177 direct the clerk for the Board to prepare a case file for the complaint related  
178 to the maintenance of the Public Nuisance.

179 Sec. 32-105. – Notice of hearings; hearing procedures.

180 (A) Notice of hearings.

181 (1) The clerk for the Board shall schedule all hearings and issue notices for  
182 such hearings in accordance with section 32-103 of this article. Emergency  
183 meetings of the Board may be called by the City Manager, the Board Chair,  
184 or upon written request of at least three Board members.

185 (2) Written notice of said hearing shall be provided by the clerk to the  
186 Operator and the complainant(s) at least ten calendar days prior to the  
187 scheduled hearing.

188 (3) The Operator shall be responsible for providing the notice of a hearing to  
189 any tenant, lessee, or lessor.

190 (4) The notice of hearing shall include a:

191 (a) Statement of the time, place, and nature of the hearing;

192 (b) Statement of the legal authority and jurisdiction under which the hearing  
193 is to be held;

194 (c) Reference to the particular statutes or ordinances involved; and

195 (d) A copy of the subject complaint(s) of the Public Nuisance(s).

196 (B) Conduct of Hearings.

197 (1) All hearings of the Board shall be open to the public. The proceedings at  
198 the hearing shall be recorded and may be transcribed at the expense of the  
199 party requesting the transcript.

200 (2) If proper notice was provided, the hearing may proceed in the absence of  
201 the Operator.

202 (3) All testimony shall be under oath.

203 (4) Each case before the Board shall be presented by the City Attorney or  
204 designee. The City shall have the burden of proving the existence of a  
205 Public Nuisance by clear and convincing evidence.

- 206 (5) The hearing shall not be conducted in accordance with the formal rules  
207 relating to evidence and witnesses, but fundamental due process shall be  
208 observed and shall govern the proceedings.  
209 (6) The Board may consider any relevant evidence, including evidence of the  
210 general reputation of the place or premises.  
211 (7) Each party shall have the right to call and examine witnesses, to present  
212 evidence and argument on all relevant issues involved in the case, to  
213 conduct cross-examination and submit rebuttal evidence, and to be  
214 represented by counsel.  
215 (8) At the discretion of the Board, the general public may be given an  
216 opportunity to present oral testimony or other evidence. If the Board  
217 considers such evidence, then all parties shall be given an opportunity to  
218 cross-examine, challenge, or rebut it.  
219 (9) Orders of the Board shall be based upon competent and substantial  
220 evidence.  
221 (10) After considering all the evidence presented at the hearing, the  
222 Board may declare the building, place, or premises to be a Public Nuisance.  
223 (11) Upon finding that a Public Nuisance exists, the Board shall  
224 immediately order one or more of the following:  
225 (a) Discontinuance of the Public Nuisance;  
226 (b) Closing of the building, place, or premises;  
227 (c) Prohibition of the conduct, operation, or maintenance of any business or  
228 activity on the building, place, or premises which is conducive to the  
229 maintenance of the Public Nuisance, which prohibition may include the  
230 suspension of any City business tax receipt issued or renewed pursuant  
231 to Title XI, Chapter 113, entitled "Business Taxes," of the City Code;  
232 (d) Fines not to exceed \$250.00 for each day that the Board finds that the  
233 Public Nuisance existed and fines not to exceed \$500.00 per day for  
234 recurring Public Nuisances;  
235 (e) Any combination of this subsection.  
236 (12) The total fines imposed pursuant to this ~~section~~ article shall not  
237 exceed \$15,000.  
238 (13) The Board's order may be recorded in the public records of Miami-  
239 Dade County, and upon recording shall constitute constructive notice of the  
240 Public Nuisance to all subsequent purchasers, successors in interest, or  
241 assigns of the real property that is the subject of the order.  
242 (14) Orders of the Board shall be posted at the building, place, or  
243 premises where the Public Nuisance exists, existed or is occurring, and  
244 shall be sent by certified mail to the Operator and owner of record of such  
245 building, place, or premises within two business days of the posting.  
246 (15) An order entered pursuant to this Article shall expire after one year  
247 or at such earlier time as stated in the order. The Board may retain  
248 jurisdiction to modify the orders prior to the expiration of the orders where  
249 just cause is found to exist.

- 251 (A) Five business days after the posting of an order issued by the Board, the City  
252 Police or Code Compliance Division shall be authorized to act upon and  
253 enforce such order in accordance with this Article.
- 254 (B) The City may institute proceedings in a court of competent jurisdiction for willful  
255 disobedience or failure to comply with any order of the Board.
- 256 (C) The City Attorney is authorized to initiate proceedings in any county, state, or  
257 federal forum for the suspension or revocation of any permits, licenses,  
258 concessions or contracts held or awarded to the Operator including, but not  
259 limited to, contracts awarded under section 24.112, Florida Statutes, as  
260 amended, and including licenses for the sale of beverages issued under section  
261 561.19, Florida Statutes, as amended, where the existence of such permits,  
262 licenses, concessions or contracts is conducive to the maintenance of the  
263 Public Nuisance.
- 264 (D) Nothing contained within this Article prohibits the City from proceeding against  
265 a Public Nuisance by any other means.

266 Sec. 32-107. – Costs.

267 In the event that the Board declares a place or premises to be a Public Nuisance  
268 and issues an order pursuant to this Article, the Board shall assess against the owner of  
269 the building, place, or premises where the Public Nuisance is found to exist the costs,  
270 including but not limited to reasonable attorneys fees, which the City incurred in the  
271 investigation, preparation, hearing and presentation of the case. These costs shall be  
272 due and payable ten calendar days after the written order of the Board has been filed with  
273 the City's Clerk. A certified copy of an order imposing costs may be recorded in the public  
274 records and, thereafter, shall constitute a lien against the real property that is the subject  
275 of the Board's order and provide for the foreclosure of the property subject to the lien and  
276 the recovery of all costs, including but not limited to reasonable attorney fees, associated  
277 with the recording of orders and foreclosure. Interest shall accrue on the unpaid costs at  
278 the legal rate of interest set forth in section 55.03, Florida Statutes, as amended.

279 Sec. 32-108. – Appeals.

- 280 (A) An aggrieved party, including the City, may appeal a final order of the Board to  
281 the appellate division of the Circuit Court of the Eleventh Judicial Circuit of  
282 Florida. Such appeal must be filed within 30 days of rendition of the written  
283 order appealed from. An appeal shall not be a hearing de novo, but shall be  
284 limited to appellate review of the record created before the Board.
- 285 (B) Unless the findings of the Board are overturned in an appeal pursuant to this  
286 section, all findings of the Board shall be admissible in any proceeding to collect  
287 unpaid costs and penalties.

288 Sec. 32-109. – Rights reserved.

289 This article does not restrict the right of any person, including but not limited to the City,  
290 to proceed under section 60.05, Florida Statutes, as amended, to abate a nuisance.





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

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

- 313 Vice Mayor Bob Best \_\_\_\_\_
- 314 Councilwoman Jacky Bravo \_\_\_\_\_
- 315 Councilman Dr. Walter Fajet \_\_\_\_\_
- 316 Councilman Dr. Victor Vazquez \_\_\_\_\_
- 317 Mayor Maria Puente Mitchell \_\_\_\_\_

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

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323 ATTEST:

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

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

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

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# AGENDA MEMORANDUM

**Meeting Date:** 8/9/2021

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

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

**From:** Tammy Romero, Asst. City Manager

**Subject:** Oakwood Drive Stormwater Improvements Project (Phase 1a) / East Drive Stormwater & Roadway Improvements (Phase 1b)

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## RECOMMENDATION:

Recommendation that Council authorize the issuance of a work order to the City's engineers, Bermello, Ajamil and Partners, Inc. (B&A), for Phase 1B of the East Drive Stormwater & Roadway Improvements, consistent with B&A's existing agreement with the City and the proposal attached hereto as Exhibit "A", in an amount not to exceed \$92,248.00 for surveying, stormwater management, preliminary engineering and conceptual design alternatives. Phase 1A for the Oakwood Drive Stormwater Improvements Project was previously approved by Council on April 26<sup>th</sup>, 2021 in the amount of \$69916.00.

For future the two projects will be identified as projects: A- Oakwood Drive and B – East Drive with a number preceding the letter to identify the phase of each project.

## DISCUSSION:

On April 26<sup>th</sup>, 2021, the City Council adopted Resolution No. 2021-3911 approving the issuance of a work order to B&A for Phase I of the Oakwood Drive Stormwater Improvements project, in an amount of \$69,916, consisting of surveying and preliminary engineering report to address flooding issues in the area south of Stafford Park, Oakwood Drive from East Drive to Kenmore Drive and Kenmore Drive (north) to the C-6 Miami Canal (the "Project Area"). It has been determined, since both the Oakwood Drive and East Drive projects are stormwater water related and tie into the same scope of work for the project area, it is best to combine these two projects into one [creating two Project Areas: The Oakwood Drive Project Area and the East Drive Project Area], and divide each project area into four phases: A (Oakwood) and B (East Drive).

Phase 1b is for the East Drive Stormwater and Roadway Improvements project which begins at East Drive from NW 36<sup>th</sup> Street to South Royal Poinciana Boulevard (approximately 2,900 linear feet in length) will address flooding issues, traffic calming with a roundabout in the intersection of East Drive and Oakwood Drive and roadway beautification. As a result, we are requesting approval of the proposed scope of work for Phase 1b of this Project to include surveying, background/data collection, and preliminary design for the stormwater and roadway improvements.

Similar to Phases 2a through 4a for the Oakwood Drive Stormwater, phases 2b, 3b, and 4b of the East Drive Project is set forth in B&A's Proposal attached hereto. In sum, these additional Project phases will include:

- Phase 2: coordination with regulatory agencies and final Project design;
- Phase 3: obtaining permitting from regulatory agencies and preparing 100% construction drawings and specifications, as well as providing a conceptual opinion of probably construction costs; and
- Phase 4: assistance with construction bidding support and construction management.

The cost of Phases 2 through 4 (complete Project design and construction management) are to be determined, pending results from Phase I and each phase thereafter.

The City anticipates the Project costs will be reimbursed and funded through the 1.5 Million State legislative appropriation from FY21-22 and by the use of a portion of the proposed \$5.8 million from the American Rescue Plan Act ("ARPA"), if the Project meets the ARPA criteria.

City Council's approval will be sought in the future for the additional Project phases and award of a construction contract after issuance of an Invitation to Bid (ITB).

**FISCAL IMPACT:**

Funding for Phase 1 of the Project will initially come from the Stormwater Enterprise Fund and will be reimbursed by the 1.5 Million dollar state appropriation for this Project and from the proposed \$5.8 million allocation of the American Rescue Plan Act.

**FISCAL IMPACT: Funds are proposed to be budgeted in the FY21/22 budget.**

**Submission Date and Time: 7/22/2021 12:13 PM**

<p><b><u>Submitted by:</u></b> Department: <u>Finance</u> Prepared by: <u>Tammy Romero</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/ Funded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b><u>Approved by (sign as applicable):</u></b> Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____</p>	<p><b><u>Funding:</u></b> Dept./ Desc.: _____ Account No.: <u>440-3901-539-31-00</u> Additional Funding: _____ Amount previously approved: \$ <u>69,916.00</u> Current request: \$ <u>92,248.00</u> Total vendor amount: \$ <u>162,164.00</u></p>
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**RESOLUTION NO. 2021-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A WORK ORDER TO BERMELLO, AJAMIL & PARTNERS, INC. FOR PHASE 1B OF THE EAST DRIVE STORMWATER AND ROADWAY IMPROVEMENTS PROJECT CONSISTING OF SURVEYING AND PRELIMINARY ENGINEERING, INCLUDING A DRAFT STORMWATER MANAGEMENT PLAN AND CONCEPTUAL LANDSCAPE DESIGN, IN AN AMOUNT NOT TO EXCEED \$92,248; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 8, 2021, the City of Miami Springs (the “City”) Council adopted Resolution No. 2021-3899 approving an agreement (the “Agreement”) with Bermello Ajamil & Partners, Inc. (the “Consultant”) pursuant to Request for Qualifications No. 01-19/20 for continuing professional services relating to architectural and engineering services; and

**WHEREAS**, in accordance with the terms of the Agreement, the Public Works Department solicited a proposal from the Consultant to provide engineering services (the “Services”) for the East Drive Stormwater and Roadway Improvements Project (the “East Drive Project”); and

**WHEREAS**, the Consultant submitted a proposal to the City for the Services for the East Drive Project, which is attached hereto and incorporated herein as Exhibit “A” (the “Proposal”), and recommended that the East Drive Project be divided into four phases; and

**WHEREAS**, the Consultant’s Proposal provides that Phase 1b of the East Drive Project will consist primarily of preparing an East Drive Project area survey, subsurface utility engineering (SUE), tree survey, draft stormwater management plan, and a conceptual design for landscape beautification, in an amount not to exceed \$92,248; and

**WHEREAS**, the City has budgeted for the Services for Phase 1b of the East Drive Project within the 2020-2021 fiscal year budget and Phase 1b of the East Drive Project will be funded from the City’s Stormwater Enterprise Fund; and

**WHEREAS**, the City Council wishes to authorize the City Manager to issue a work order to the Consultant for Phase 1b of the East Drive Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$92,248; and

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

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

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

**Section 2. Approval.** That the City Council hereby authorizes the City Manager to issue a work order to the Consultant for Phase 1b of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$92,248.

**Section 3. 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	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this \_\_\_\_ day of August, 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

August 4, 2021

## SCOPE OF SERVICES

### WORK AUTHORIZATION – Revision 2

City of Miami Springs

Oakwood Drive Stormwater Improvements

**East Drive Stormwater and Roadway improvements**

## INTRODUCTION

The City of Miami Springs (City) owns, operates, and maintains a stormwater management system within its service area in accordance with FDEP grant. The drainage system consists of a catch basins and pipeline network that conveys water by gravity towards the C6 drainage canal, which is managed by the South Florida Water Management District (SFWMD). The drainage area along Oakwood drive, south of the Stafford Park has been designated high priority due to constant flooding. Localized conditions worsen this situation: 1. the groundwater table elevation in the area remains high throughout the year and 2. SFWMD keeps the C-6 canal stages elevated enough to provide little to no head for stormwater to drain by gravity. The area is approximately 0.1 square miles, as indicated in the Project Area section.

In addition to the stormwater improvements along Oakwood drive, BA shall provide design services including drawings and calculations for the drainage, roadway improvements and **beautification** of East Drive from NW 36<sup>th</sup> Street on the south to South Poinciana Blvd. on the north. The design shall be consistent with standards established by the City of Miami Springs and Miami-Dade regulations. BA shall provide up to two concepts for redevelopment of this corridor to accommodate pedestrian, bicycle, and vehicular activity as well as provide preliminary calculations for stormwater management along this corridor and the roundabout in the intersection of East Drive and Oakwood Drive.

## PROJECT AREA

### Stormwater improvements

As noted in Figure 1, the project area consists of the South portion of the Stafford Park, the Oakwood drive from East Drive to Kenmore and Kenmore Dr. N to C-6 Miami Canal.



Figure 1. Oakwood Drive Stormwater Improvements Project Area

Roadway improvements/ East Drive beautification

The project boundaries are delineated by the ROW of East Drive from NW 36<sup>th</sup> Street to South Poinciana Blvd, approximately 2,900 Lin. Ft. in length.

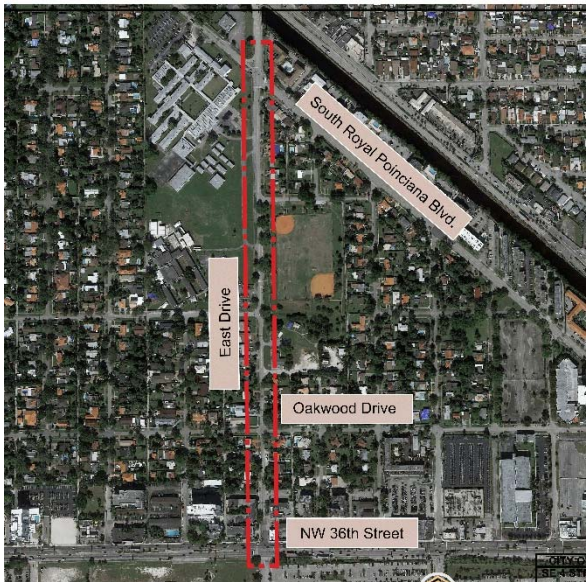


Figure 2. East Drive Roadway Improvements Project Area

**OBJECTIVE**

The main objective of this SOW is to prepare a design report and address the flooding issues and roadway beautification in the area in accordance with FDEP standards. The project shall consider the conveyance



of runoff generated in the project area and the installation of a new stormwater pump station, force main and outfall to the C6 canal, as an alternative to solve the minimal head availability that the project area is currently experiencing.

## SCOPE OF WORK

The City has requested Bermello Ajamil and Partners (BA) to provide professional engineering services for the Oakwood **Drive Stormwater and East Drive Roadway Improvements project** under their current CCNA continuing services agreement with the City. This SOW has been prepared in accordance with City recommendations discussed during a meeting, site visit and inspection with City and BA staff on March 26, 2021. Upon a brief review of existing information, BA is recommending that it will be more cost effective to divide the project into 4 Phases as follows:

- PHASE 1: Survey, background information, data analysis and preliminary design
- PHASE 2: Regulatory agencies coordination and final design
- PHASE 3: Permitting and construction documents
- PHASE 4: Bidding and construction management support

## WORK BREAKDOWN SCHEDULE

BA proposes to provide the services identified below for the project entitled **Oakwood Drive Stormwater Improvements (Phase 1a)** and the **East Drive Roadway Improvements (Phase 1b)** with the City of Miami Springs:

### **PHASE 1a: Stormwater Improvements: Survey, background information, data analysis and preliminary design**

Under this phase BA team proposes to provide the following services:

#### Sub-Task 1.1: Meetings

Under this Sub-Task, BA will coordinate and schedule with the City staff the following meetings: Kick off, one (1) site visit to the project area to assess existing conditions and discuss with the City's staff current issues in the project area. BA shall also coordinate and schedule periodic meetings with City staff, as needed.

#### *Sub-Task 1.1 Deliverables: Meetings:*

*BA staff will attend one (1) kick-off meeting, one (1) site visit with the City representatives. BA shall be responsible for the preparation of meeting agenda and minutes and will make them available to the City for review and approvals. Meeting minutes from periodic meetings.*

#### Sub-Task 1.2: Survey

Topographic survey (to be contracted separately) of the following area:

- South Portion of Stafford Park (Approximately 34,000 SF adjacent to drainage infrastructure)
- Forest Drive (Approximately 750 LF)
- Oakwood Drive (Approximately 2100 LF)
- Kenmore Drive (Approximately 300 LF)
- Area of C6 Canal (Approximately 250 LF)

#### *Sub-task 1.2 Deliverables: Survey*

Under this sub-task BA will sub-contract the topographic survey for the project area as noted above



### Sub-Task 1.3: Preliminary Engineering Report

Under this sub-task, BA will provide the following services:

- Review existing background information to be provided by the City, including existing Stormwater Master Plan, stormwater and utility system as-built and atlas. O&M records and historic flooding events, existing permits and any additional information on the area, including easement agreements.
- Coordinate with regulatory agencies regarding existing permitting and as-built drawings, as necessary.
- Maps including the project area, average groundwater level maps, MD County Flood Criteria Map and FEMA FIRM Map.
- Provide a vulnerability assessment of the project area, considering the impact of sea level rise (SLR) and high ground water table to be considered in the modeling scenarios. Data will be obtained from sources such as Miami-Dade County, SFWMD, NOAA and the South Florida Climate Change Compact.
- Hydraulic modeling services to evaluate the current system capacity and estimate the basin runoff flow considering the information from the vulnerability assessment as input parameters to the model.
- Provide calculations for flood mitigation area basin runoff lift system head loss calculations and pump system curve. Drainage calculations to be in accordance with the SFWMD Environmental Resource Permit Applicants Handbook guidelines.
- Provide Preliminary/Budget Opinion of Probable Costs and schedule.
- Assist the City with possible grant preparation and management, including FDEP 329 grant for water quality improvements and CDBG-MIT grants for resiliency and flood protection.

### *Sub-Task 1.3- Deliverables: Preliminary Engineering Report (PER)*

*BA shall prepare a PER to include the following sections:*

- *Introduction*
- *Project description*
- *Project location*
- *Existing conditions*
- *Project objectives*
- *Vulnerability assessment*
- *Calculations, including hydraulic modeling results (system capacity and runoff calculations); pump station preliminary design (capacity, pump curves and head loss calculation for force main system)*
- *Proposed water quality improvements*
- *Preliminary recommendations for pump station location based on hydraulic model results and utilities in the area pump station site selection and preliminary pump station design including: capacity, pump curves and head loss calculation for force main system. Evaluation of other alternatives for stormwater improvements are not included in this task*
- *Preliminary/Budget Opinion of Probable Construction Costs and schedule*
- *Preliminary lay-out drawings, including location and pump station and new connection to C6- Miami Canal*

*BA will provide one electronic copy in pdf of Draft Preliminary Engineering Report sections and Final Preliminary Engineering Report sections as described above.*

## **PHASE 1b: East Drive Roadway Improvements**

### **Sub-Task 1.4 – Existing Conditions**

During this Sub-Task BA shall sub-contract the services for a professional surveyor to provide topographic information for the proposed study area, including ground elevations, location of utilities, ROW, and a tree survey for all trees and palms over 2” caliper measured at BH (52” above grade), indicating location in map, tree #, botanical name, common name, overall height (ft.), spread- width of canopy (ft.), conditions and comments, as needed

BA shall also conduct a site visit, which includes visual survey and documentation of the residential areas, general building conditions, pedestrian connectivity and context, general landscape conditions, and site programming areas, recreational uses and parking requirements, if any.

#### *Sub-Task 1.4 Deliverables- Existing Conditions*

*Under this Task, BA shall prepare a survey report and drawings and a summary of existing conditions with site photos, site diagrams (as required to present existing conditions), SUE and tree survey and summary of issues and opportunities for the site areas. BA shall provide the City one (1) pdf and CAD drawings for the survey*

### **Sub-task 1.5 – Stormwater Management**

BA shall coordinate with on-going drainage improvement project(s) for the areas adjacent to this project and shall prepare a draft stormwater management plan for the project area, including pre-development and post-development drainage analysis, treatment capacity and calculations for water quality analysis, design and report based current and future development fronting the road.

#### *Sub-task 1.5 – Deliverables- Stormwater Management*

*BA shall coordinate with Sub-task 1.3 noted above and include this information as part of the Preliminary Engineering Report as required by FDEP Grant.*

### **Sub-task 1.6 – Conceptual Design Alternatives for East Drive Beautification**

Under this sub-task, BA shall prepare two alternative landscape concept prototype areas (approximately 100’ long) with cross sections for this roadway and a roundabout in the intersection of East Drive and Oakwood St. Each plan and cross section, including bike/pedestrian sidewalks, trees to be removed/replaced, landscaping and bollards among other features shall be rendered in color and presented to the City for review and comment. A single, preliminary concept plan prototype and cross section of the roadway shall be developed based on comments from the City and the two conceptual plans. BA will also provide preliminary/budget Opinion of Probable Construction Costs and schedule for the approved conceptual plan.

#### *Sub-task 1.6 Deliverables – Conceptual Design Alternatives for East Drive Beautification*

*BA shall prepare a report including the two conceptual plan alternatives with cross sections, the final conceptual plan of the preferred alternative and the perspective eye level graphic images of before and after application of the concept plans.*

## **PHASE 2: Regulatory Agencies Coordination and Final Design**

During this phase, BA proposed the following services:

- Geotechnical report for soil boring tests for foundations for pump station, as needed
- Subsurface Utility Engineering (SUE), as needed

- Structural calculations and design
- Prepare Final Engineering Report with the following sections:
  - o Introduction
  - o Project Description
  - o Existing conditions
  - o Objective
  - o Maps including the project area, average groundwater level maps, MD County Flood Criteria Map and FEMA FIRM Map
- Pump specifications, plan and profile drawings
- Electrical connections to pump station
- Water quality improvement infrastructure, as needed
- Stormwater Pollution Prevention Plan
- Final Opinion of Probable Construction Costs and schedule
- BA shall assist the City of Miami Springs in the submittal and coordination with Federal and State agencies regarding funding available for this project

**Deliverables:**

To be determined, pending results from Phase 2.

**PHASE 3: Permitting and construction documents**

Once final design is complete, BA will

- Coordinate with regulatory agencies to obtain the following permits:
  - o Class II permit with Miami-Dade for discharge of stormwater to surface waters in Miami-Dade
  - o SFWMD ROW permit for new outfall to C-6 Miami River
- Prepare 100% construction drawings, specifications and submittals.
- Conceptual Opinion of Probable Construction Costs and schedule at preliminary and final phase.
- BA shall assist the City of Miami Springs in the submittal and coordination with Federal and State agencies regarding funding available for this project.

**Deliverables:**

To be determined, pending results from Phase 1 and 2.

**PHASE 4: Bidding and Construction Management Support**

- Bidding support, including review checks and requests for additional information, as needed.
- Construction inspection and administration, as needed.

**Deliverables:**

To be determined, pending results from Phase 1, 2 and 3.

**PART II – EXCLUSIONS**

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- Coordination for utility easements, if needed
- Permitting fees
- Changes to drawings after approval of Design Development Plans

**PART III – COMPENSATION**

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BA will provide the services noted above for a lump sum as follows:

<b>Phase 1a- Oakwood Stormwater Improvements</b>	
Task 1.1 Meetings	\$5,440
Task 1.2 Survey (to be contracted with PDS, lower fees)	\$26,800
Task 1.3 Preliminary Engineering Report <i>PER shall include background information, modeling, preliminary calculations and design of drainage and force main, design and location of pump station, drawings, opinion of probable costs, regulatory agency coordination and grant preparation</i>	\$37,676
<b>Total Oakwood Drive Improvements</b>	<b>\$69,916</b>

<b>Phase 1b- East Drive Roadway Improvements</b>	
Task 1.4 Existing conditions Topographic survey, SUE and tree survey	\$57,840
Task 1.5 Stormwater management	\$14,200
Task 1.6 Conceptual design alternatives for East Drive beautification	\$20,208
<b>Total East Drive Roadway Improvements</b>	<b>\$92,248</b>



# AGENDA MEMORANDUM

**Meeting Date:** 8/9/2021

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

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

**From:** Tammy Romero, Asst. City Manager

**Subject:** South Royal Poinciana Boulevard Improvements Project

**RECOMMENDATION:**

Recommendation that Council authorize the issuance of a work order to the City’s engineers, Bermello, Ajamil and Partners, Inc. (B&A), for Phase 1 of the South Royal Poinciana Boulevard (SRP) Improvements Project, consistent with B&A’s existing agreement with the City and the proposal attached hereto as Exhibit “A”, in an amount not to exceed \$115,136.00 for work plan and meetings, surveying, stormwater management and conceptual design alternatives.

**DISCUSSION:**

The South Royal Poinciana Boulevard Improvements Project (the “Project”) is intended to address safety, flooding, traffic operation conditions, including speeding vehicles and cut-through traffic, and redevelopment of the SRP corridor for drainage, landscape and beautification alternatives. The Project area is approximately 3,486.08 feet in length and consists of the blocks from East Drive to Lejeune Road along South Royal Poinciana Boulevard (the “Project Area”).

The proposed scope of work for Phase 1 of the Project was prepared in accordance with City recommendations discussed during a meeting, site visit and inspection with both City and B&A staff on July 15, 2021. Phase 1: “Conceptual Design” of the Project includes work plan and meetings, survey, stormwater management and conceptual design alternatives. During Phase 1 of the Project, B&A will prepare a design concept to accomplish the following: 1) Reduce the existing number of lanes along South Royal Poinciana Boulevard from four lanes to one lane in each direction; 2) add a raised median with landscaping to South Royal Poinciana Boulevard which begins at Miller Drive and ends at Coolidge Drive; 3) add designated turn lanes; and 4) add the addition of a bike lane and a shared bicycle/vehicle lane with landscape and beautification features along SRP.

Funding for Phase 1 of the Project will initially come from the City’s Stormwater Enterprise Fund. Phases 2 and 3 of the Project are also set forth in B&A’s Proposal attached hereto. In sum, these additional Project phases will include: Phase 2: Design and permitting; and Phase 3: construction. The cost of Phases 2 through 3 (complete Project design, permitting and construction management) are to be determined, pending results from Phase I and each phase thereafter.

The City anticipates the Project costs will be reimbursed and funded through the 1 Million State legislative appropriation via FDOT from FY21-22 and by the use of a portion of the proposed \$5.8 million from the American Rescue Plan Act (“ARPA”), if the Project meets the ARPA criteria. City Council’s approval will be sought in the future for the additional Project phase and award of a construction contract after issuance of an Invitation to Bid (ITB).

**FISCAL IMPACT:** Funding for Phase 1 of the Project will initially come from the Stormwater Enterprise Fund and will be reimbursed by the 1-Million-dollar state appropriation via FDOT for this Project and from the proposed \$5.8 million allocation of the American Rescue Plan Act. Funds are proposed to be budgeted in the FY21/22 budget.

**Submission Date and Time:** 7/20/2021 1:23 PM

<p><b>Submitted by:</b>  <b>Department:</b> Finance _____  <b>Prepared by:</b> Tammy Romero _____  <b>Attachments:</b> <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No  <b>Budgeted/ Funded:</b> <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p><b>Approved by (sign as applicable):</b>  <b>Dept. Head:</b> _____  <b>Procurement:</b> _____  <b>Asst. City Mgr.:</b> _____  <b>City Manager:</b> _____</p>	<p style="text-align: center;"><b>Funding:</b></p> <p><b>Dept./ Desc.:</b> _____  <b>Account No.:</b> 310-4300-519-63-31 _____  <b>Amount previously approved:</b> \$ _____  <b>Current request:</b> \$ <u>115,136.00</u>  <b>Total vendor amount:</b> \$ <u>115,136.00</u></p>
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**RESOLUTION NO. 2021-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A WORK ORDER TO BERMELLO, AJAMIL & PARTNERS, INC. FOR PHASE 1 OF THE SOUTH ROYAL POINCIANA BOULEVARD STORMWATER AND ROADWAY IMPROVEMENTS PROJECT CONSISTING OF SURVEYING, STORMWATER MANAGEMENT AND CONCEPTUAL DESIGN IN AN AMOUNT NOT TO EXCEED \$115,136; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 8, 2021, the City of Miami Springs (the “City”) Council adopted Resolution No. 2021-3899 approving an agreement (the “Agreement”) with Bermello Ajamil & Partners, Inc. (the “Consultant”) pursuant to Request for Qualifications No. 01-19/20 for continuing professional services relating to architectural and engineering services; and

**WHEREAS**, in accordance with the terms of the Agreement, the Public Works Department solicited a proposal from the Consultant to provide engineering services (the “Services”) for the South Royal Poinciana Boulevard Stormwater and Roadway Improvements Project (the “Project”); and

**WHEREAS**, the Consultant submitted a proposal to the City for the Services for the Project, which is attached hereto and incorporated herein as Exhibit “A” (the “Proposal”), and recommended that the Project be divided into three phases; and

**WHEREAS**, the Consultant’s Proposal provides that Phase 1 of the Project will consist primarily of preparing a Project area survey, subsurface utility engineering (SUE), draft stormwater management plan, and a conceptual design, in an amount not to exceed \$115,136; and

**WHEREAS**, the City has budgeted for the Services for Phase 1 of the Project within the 2020-2021 fiscal year budget and Phase 1 of the Project will be funded from the City’s Stormwater Enterprise Fund; and

**WHEREAS**, the City Council wishes to authorize the City Manager to issue a work order to the Consultant for Phase 1 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$115,136; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and

welfare of the residents of the City.

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

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

**Section 2. Approval.** That the City Council hereby authorizes the City Manager to issue a work order to the Consultant for Phase 1 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$115,136.

**Section 3. 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	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this \_\_\_\_ day of August, 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



August 4, 2021

**City of Miami Springs  
South Royal Poinciana Boulevard Improvements- Conceptual Design**

**A. INTRODUCTION**

The City of Miami Springs (City) has requested Bermello Ajamil and Partners (BA) under our existing A/E consulting agreement to prepare a scope of work (SOW) for the development of a conceptual level design including drawings and calculations for the drainage, roadway improvements and beautification of South Royal Poinciana Blvd (SRP) between East Drive and west of N Le Jeune Road. The conceptual level plans shall be consistent with the Traffic Study as approved by the MD Transportation and Public Works Department under Design Review (DR) permit number 2018007030. The project shall also follow design standards established by the City of Miami Springs and Miami-Dade regulations. The conceptual plan drawings and optional renderings shall provide one preliminary concept for redevelopment of this roadway to accommodate pedestrian, bicycle, and vehicular activity as well as provide preliminary calculations for stormwater management along this corridor. Stormwater calculations for the corridor shall compensate for reduced setback requirements along the corridor and on-site retention for flood protection and water quality improvements, if needed.

**B. OBJECTIVE**

The main goal of this project is to provide preliminary design documents for the redevelopment of the SRP corridor including the supporting documentation for drainage, landscape and beautification alternatives as noted in this SOW.

**C. PROJECT LOCATION**

The project boundaries are delineated by the ROW of South Royal Poinciana Blvd, from East Drive to LeJeune Rd. (outlined in red)





## D. WORK BREAKDOWN SCHEDULE

### Project Management

BA shall implement project management and QA/QC procedures for the conceptual design and technical review of civil/environmental and landscape architectural services to be performed under this SOW encompassing the following Phases:

#### PHASE 1: Conceptual Design

- Task 1 – Work Plan and Meetings
- Task 2 – Existing Conditions and Survey
- Task 3 – Stormwater Management
- Task 4 – Conceptual Design Alternatives

#### PHASE 2- Design and Permitting (to be discussed upon completion of Phase 1).

Proposed tasks for this phase include:

- Task 1 – Field investigations: SUE and geotechnical
- Task 2 – Civil and Landscape design packages for construction
- Task 3 – Stormwater Management Plan including calculations and drawings
- Task 4 – Permitting
- Task 5 – FPL Coordination/Lighting plans
- Task 6- Estimation of probable costs
- Task 7- Bid support

#### PHASE 3: Construction (to be confirmed upon completion of Phase 2

A detailed description of the scope of services included in this work authorization for the conceptual design, Phase 1, is described for each task as follows:

#### Task 1 – Work Plan and Meetings

Under this task, BA shall prepare a project work plan to describe the project tasks in detail, responsibilities and assignments for each task, technical scope and project schedule. The work plan will be presented at a kick-off meeting with the City of Miami Springs staff and BA sub-consultants to review and discuss the work plan, including the project schedule, deliverables, individual and team responsibilities, lines of communication, and payment schedule as well as the overall project mission, goals, and objectives. At the conclusion of the meeting, the work plan and project schedule shall be adjusted, as necessary, and BA shall provide meeting minutes to the City.

BA shall organize and coordinate with City PM and sub-consultants meetings up to once a month, to discuss project progress and revise scope and schedule, if necessary.

#### Deliverables

*-BA shall coordinate with City staff and shall provide a meeting agenda, project aerial views (from Google), pictures and maps as necessary, a proposed Work Plan and any other pertinent information.*

*-Following the kick-off meeting, BA shall provide meeting minutes and a Technical Memorandum (TM#1) including a Project Work Plan, project schedule and deliverables. BA shall provide the City one (1) pdf copy of TM#1.*

*-BA shall provide meeting minutes to all monthly meetings.*

## **Task 2 – Existing Conditions**

During this Task, BA shall perform a traffic study on the intersection of Okeechobee Road & East Drive and a survey for the proposed study area, including ground elevations, location of utilities, ROW, tree survey and other pertinent information required for Tasks 3 and 4 as described below.

BA shall also conduct a site visit to include a visual survey and documentation of the residential areas, general building conditions, pedestrian connectivity and context, general landscape conditions, and site programming areas, recreational uses and parking requirements, if any.

### **Deliverables**

*-Under this Task, BA shall prepare a Technical Memorandum (TM#2) including a summary of existing conditions, site photos, site diagrams (as required to present existing conditions) and summary of issues and opportunities for the site areas. BA shall provide the City one (1) pdf copy of TM#2.*

## **Task 3 – Stormwater Management**

BA shall coordinate with on-going drainage improvement project(s) for areas adjacent to this project and shall prepare a draft stormwater management plan for the project area, including pre-development and post-development drainage analysis for flood protection, treatment capacity and calculations for water quality analysis, design and report based on current and future development fronting the road. As stormwater management in the City is primarily the responsibility of the MD DERM, South Florida Water Management District, and the City Department of Public Works, BA shall coordinate with these regulatory agencies, as necessary.

### **Deliverables**

*-Under this Task, BA shall prepare a Technical Memorandum (TM#3) including preliminary calculations and conceptual design for stormwater management as required by MD DERM. BA shall provide the City one (1) pdf copy of TM#3.*

## **Task 4 – Conceptual Design Alternatives**

Under this Task, BA shall prepare a design concept for the corridor, including the following features, as stated in the DR permit:

- One lane in each direction along S. Royal Poinciana Boulevard within the study limits,
- A raised center median beginning at Miller Dr. and ending at Coolidge Dr.
- Exclusive left turn lanes at Forrest Dr. and Sheridan Dr.
- Bike path along the northwest bound direction of S. Royal Poinciana Boulevard.
- Shared bicycle/vehicle pavement markings in the SEB direction of South Royal Poinciana Blvd as well as R4-11 post mounted signs throughout the roadway.

- Install dynamic devices along both directions of travel informing motorists of their speed.
- Landscape and beautification features along SRP.

A single, preliminary prototype concept plan and cross section of the roadway shall be developed based on comments from the City. The prototype design concept plan shall be approximately one hundred (100) feet long at a location approved by the City. BA shall prepare a before and after perspective graphic image at a selected location along SRP. See Exhibit A below as an example.

BA shall present the rendering, plan view and typical section to the City for review and comment. BA shall modify the plan, section and perspective rendering based on comments from the City.

Deliverables

*-BA shall prepare a Technical Memorandum (TM#4) including the conceptual plan of the prototype area with a typical cross section, the final conceptual plan of the concept plan, and the perspective eye level graphic image of before and after application of the concept plan. BA shall provide the City one (1) pdf copy of TM#4.*

**E. SCHEDULE**

The schedule to complete this Scope of Services as provided below:

Weeks from NTP		1	2	3	4	5	6	7	8	9	10	11	12
<b>Task</b>	<b>Description</b>												
1.0	Meetings and Work Plan												
1.a	Kick off meeting												
1.b	Work Plan												
1.c	Meetings												
2.0	Analysis of Existing Conditions												
2.a	Survey												
2.b	Existing conditions report												
3.0	Preliminary stormwater management												
3.a	Preliminary calculations												
3.b	Preliminary lay-out/stormwater features												
4.0	Preliminary conceptual plan												
4.a	Preliminary report and exhibits												

**F. COMPENSATION**

BA will provide the services noted above for a lump sum as follows:

TASK	FEES
Task 1, Work plan, kick off meeting and design meetings	\$3,090

Task 2 Existing conditions	\$2,860
Topographic survey, SUE and tree survey (to be sub-contracted with PDS, see attached proposal)	\$70,250
Task 3. Preliminary stormwater management	\$17,668
Task 4- Conceptual design	\$20,768
<b>Total Lump Sum</b>	<b>\$115,136</b>

EXHIBIT A



BEFORE



AFTER

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A ONE-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH BECKER & POLIAKOFF, P.A. FOR CONSULTING AND LOBBYING SERVICES IN AN AMOUNT NOT TO EXCEED \$45,000; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on January 14, 2014, the City of Miami Springs (the “City”) entered into a Professional Services Agreement (the “Agreement”) with Becker & Poliakoff, P.A. (the “Consultant”) for consulting and lobbying services; and

**WHEREAS**, since 2015, the City and Consultant have extended the term of the Agreement on a yearly basis commencing each October 1 and ending each September 30, subject to the same terms and conditions as the Agreement; and

**WHEREAS**, the Consultant has proposed to extend the Agreement for an additional one year term beginning October 1, 2021 and concluding September 30, 2022, subject to the same terms and conditions as the Agreement, as set forth in the extension dated August 2, 2021, attached hereto as Exhibit “A” (the “Extension”); and

**WHEREAS**, the City Council wishes to approve the Extension and authorize the City Manager to execute the Extension in substantially the form attached hereto as Exhibit “A”; 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 Extension with the Consultant.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute the Extension in substantially the form attached hereto as Exhibit “A,” subject to the City Attorney’s approval as to form, content, and legal sufficiency.

**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	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this \_\_\_\_ day of August, 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



Jose K. Fuentes  
Senior Government Relations Consultant  
Phone: 305.260.1018 Fax: 305.442.2232  
jfuentes@beckerlawyers.com

**Becker**

Becker & Poliakoff  
121 Alhambra Plaza  
10th Floor  
Coral Gables, FL 33134

August 2, 2021

**Via Email : [alonsow@miamisprings-fl.gov](mailto:alonsow@miamisprings-fl.gov)**

William Alonso, City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Re: ***Agreement for Professional Services Extension***

Dear Mr. Alonso:


By way of background, the City of Miami Springs (“City”) retained Becker & Poliakoff (“the Firm”) on January 14, 2014. The retainer subsequently has been extended on a yearly basis thereafter on October 1<sup>st</sup> with an expiration of September 30<sup>th</sup>.

The firm is requesting to extend the Agreement for Professional Services for an additional one-year period, in the amount of \$45,000, paid in three equal payments, for consulting and lobbying services as funds were budgeted in the FY 21/22 Budget pursuant to section § 31.11(E)(6)(g) of City Code and pursuant to the City’s existing contract.

All terms and conditions of the Agreement for Professional Services between City of Miami Springs and Becker & Poliakoff, P.A. shall stay in full force and effect. See attached agreement for Professional Services between City of Miami Springs and Becker & Poliakoff, P.A.

Jose K. Fuentes, Consultant  
Becker & Poliakoff  
121 Alhambra Plaza, 10<sup>th</sup> Fl  
Coral Gables, FL 33134

William Alonso, City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166





121 Alhambra Plaza, 10th Floor  
Coral Gables, Florida 33134  
Phone: (305) 262-4433 Fax: (305) 442-2232

Reply To:  
Jose K. Fuentes  
Direct Dial: (305) 260-1018  
JFuentes@bplegal.com

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**CITY OF MIAMI SPRINGS**

**AND**

**BECKER & POLIAKOFF, P.A.**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (the "Agreement") is entered into by and between **BECKER & POLIAKOFF, P.A.** (hereinafter "BECKER & POLIAKOFF") and **CITY OF MIAMI SPRINGS** (hereinafter referred to as "Miami Springs"). BECKER & POLIAKOFF and together shall be referred to as "Parties."

### **RECITALS**

**WHEREAS**, Miami Springs has had an active Professional Services Agreement in place with the FUENTES RODRIGUEZ CONSULTING GROUP (FRCG) for representation and other services; and

**WHEREAS**, BECKER & POLIAKOFF has acquired FRCG; and

**WHEREAS**, Miami Springs wishes to continue to receive the services it has received from FRCG with BECKER & POLIAKOFF, and BECKER & POLIAKOFF is ready, willing and able to do so.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of these aforementioned recitals, which are incorporated herein by reference, and the mutual covenants and obligations contained in this Agreement, BECKER & POLIAKOFF and MIAMI SPRINGS hereby agree as follows:

1) **Services:** BECKER & POLIAKOFF shall: provide strategic consulting for successful implementation of MIAMI SPRINGS' legislative agenda; serve as MIAMI SPRINGS' representative and spokesperson in meetings with federal, state, regional and local governmental entities, members of the Florida Legislature, legislative branch staff, and other stakeholders involved in the implementation of flood control initiatives and programs as well as, to secure funding for other capital improvements projects within the City; represent MIAMI SPRINGS one of its designated lobbyists before the Florida Legislature during the 2014 Regular Session and any and all Special Sessions; that may convene; and provide public relations and outreach consultation and services with relevant stakeholders and prospective opportunities (collectively referred to as, the "Services").

It is hereby agreed to and understood that the obligations referenced above as BECKER & POLIAKOFF's Services serve as general operating parameters that are not meant to be express instructions to BECKER & POLIAKOFF on how to complete its Services but instead illustrative of the scope of work that will most likely be required in the successful accomplishment of MIAMI SPRINGS' objectives. In the rendition of BECKER & POLIAKOFF's Services, all representations made by BECKER & POLIAKOFF on MIAMI SPRINGS' behalf shall be subject to prior approval by MIAMI



SPRINGS'S authorized representative, which may be given orally or in written form. Nothing in this agreement shall be construed as a representation guarantying BECKER & POLIAKOFF's ability to successfully have a governmental entity approve, adopt or otherwise support any part or policy related to MIAMI SPRINGS' goals. BECKER & POLIAKOFF shall apply its best efforts to facilitate the development of MIAMI SPRINGS' goals.

2) Term and Compensation: The term of this Agreement will commence on October 1, 2013, and will be for a period of one (1) year, ending on September 30, 2014. MIAMI SPRINGS shall have the option to renew this Agreement for successive terms of one (1) year, under the same terms and conditions herein, provided that the services requested of BECKER & POLIAKOFF have not substantially varied from those listed. The Parties are otherwise free to extend the term of this Agreement, the scope of duties and the corresponding compensation by modification or addendum to this Agreement pursuant to Section 5 herein. MIAMI SPRINGS shall pay BECKER & POLIAKOFF the sum total of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) for the aforementioned term (hereinafter the "Fee") to perform the Services specified in Section (1) herein. An initial retainer fee of SIXTEEN THOUSAND DOLLARS (\$16,000.00) shall be due within fifteen (15) days of execution of this Agreement. The balance shall be paid in two (2) additional installments of FOURTEEN THOUSAND FIVE HUNDRED (\$14,500.00) due and payable on February 1, 2014 and June 1, 2014, following MIAMI SPRINGS' receipt of invoices from BECKER & POLIAKOFF. Should BECKER & POLIAKOFF successfully accomplish MIAMI SPRINGS' objective prior to the end of the term, the balance of the Fee shall be due to BECKER & POLIAKOFF within thirty (30) days thereafter. All payments will be made by check or money order consistent with Section (4) of this Agreement.

3) Expenses: Any office or de minimus general expenses incurred by BECKER & POLIAKOFF in the performance of its Services under this Agreement shall not be billed to MIAMI SPRINGS but shall be borne by BECKER & POLIAKOFF and covered by the Fee. Should BECKER & POLIAKOFF be required to pay in advance any pre-approved expenses related to the necessary or emergency production of marketing materials, BECKER & POLIAKOFF shall bill to MIAMI SPRINGS, and MIAMI SPRINGS shall reimburse BECKER & POLIAKOFF, for all pre-approved expenses. The Fee shall not cover any and all additional costs, fees and/or expenses related to the Services provided by subcontractors identified by BECKER & POLIAKOFF and authorized by MIAMI SPRINGS for retention.

4) Issuance of Payments and Notice: MIAMI SPRINGS shall make checks payable to **BECKER & POLIAKOFF** and sent to Alhambra Towers, 121 Alhambra Plaza, 10<sup>th</sup> Floor, Coral Gables, FL 33134. All written notices from MIAMI SPRINGS to BECKER & POLIAKOFF shall be sent to this address.

5) Modification, Extension or Other Amendment: No modification, extension or other change to this Agreement shall be valid unless in writing signed by the parties hereto. The parties are free to extend this agreement under its same term by a



mutually-executed writing, referencing this Agreement, specifying the term of the extension and providing any deviations from this Agreement.

6) Termination: Either of the parties may terminate this Agreement prior to the date established in section (2) herein by providing written notice to the other party thirty (30) days prior to the desired date of termination. If this Agreement is appropriately terminated, MIAMI SPRINGS shall pay BECKER & POLIAKOFF for any and all Services rendered, as well as any and all pre-approved expenses during the term of this Agreement up to and until the established date of termination. In the event of early termination, as provided herein, the final amount to be paid shall be established on a pro-rata basis based on the per diem value of work under this Agreement for the time leading up to the established date of termination. If the Fee exceeds the pro-rata amount due and the monthly fee had already been paid to BECKER & POLIAKOFF, BECKER & POLIAKOFF shall remit the difference within thirty (30) days of termination in a check or money order payable to MIAMI SPRINGS. BECKER & POLIAKOFF shall not be entitled to, and MIAMI SPRINGS shall not be required to pay, any outstanding pro-rata amount, if MIAMI SPRINGS terminated this Agreement because BECKER & POLIAKOFF or an authorized agent thereof is arrested or convicted of any crime or offense connected with the rendition of the Services hereunder, fails or refuses to comply with the reasonable directives of MIAMI SPRINGS, or is guilty of serious misconduct in connection with performance hereunder. Termination of this Agreement for cause shall not impair any other rights or remedies available to the terminating party.

7) Independent Contractor: Subject to the terms and conditions of this Agreement, MIAMI SPRINGS hereby engages BECKER & POLIAKOFF as an independent contractor to perform the Services set forth herein, and BECKER & POLIAKOFF hereby accepts such engagement. This Agreement shall not render BECKER & POLIAKOFF an employee, partner, agent of, or joint venture with MIAMI SPRINGS for any purpose. BECKER & POLIAKOFF is and will remain an independent contractor in its relationship with MIAMI SPRINGS. MIAMI SPRINGS shall not be responsible for withholding taxes with respect to BECKER & POLIAKOFF's compensation hereunder. BECKER & POLIAKOFF shall have no claim against MIAMI SPRINGS, as a result of this Agreement or otherwise, for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

8) Successors and Assigns; Merger: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. This Agreement shall not be terminated by the merger or consolidation of BECKER & POLIAKOFF into or with any other entity.

9) Assignment: BECKER & POLIAKOFF shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of MIAMI SPRINGS.

10) Choice of Law; Controversies; Jurisdiction and Venue: The laws of the state of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. The parties hereby agree that any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Miami-Dade County, Florida, in a court of appropriate jurisdiction. Each party hereby waives any right to trial by jury in the event of said litigation.

11) Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

12) Waiver: Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

13) Unenforceability of Provisions: If any provision of this Agreement, or my portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

14) Entire Understanding: This document and any schedule and/or exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**IN WITNESS HEREOF**, the Parties, having reviewed, read, and understood the terms of this Agreement, do hereby execute this Agreement by the respective signatures of the appropriate persons below, effective as of the date specified above.

**BECKER & POLIAKOFF**



\_\_\_\_\_  
Jose K. Fuentes, Senior Government Relations Consultant

1/29/14  
Date Executed

**CITY OF MIAMI SPRINGS:**

  
\_\_\_\_\_  
Ron Gorland, City Manager

1.14.2014  
Date Executed



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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A STATE APPROPRIATION OF \$1,000,000; APPROVING A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATING TO THE SOUTH ROYAL POINCIANA ROADWAY IMPROVEMENT PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, as a result of the City of Miami Springs' (the "City") efforts during the 2021 State of Florida legislative session, the City was awarded an appropriation of \$1,000,000 (the "Appropriation") for construction of the South Royal Poinciana Median (the "Project") through the state budget (Senate Bill 2500), which was signed into law on June 2, 2021; and

**WHEREAS**, to secure the Appropriation, the City must enter into a State Funded Grant Agreement (the "Agreement") with the Florida Department of Transportation ("FDOT") in substantially the form attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council wishes to accept the Appropriation, approve the Agreement, and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A"; 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. Acceptance.** That the City Council hereby accepts the Appropriation.

**Section 3. Approval.** That the City Council hereby approves the Agreement with FDOT relating to the Appropriation and the Project.

**Section 4. Authorization.** That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to the City Attorney's approval as to form, content, and legal sufficiency.

**Section 5. 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	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this \_\_\_\_ day of August, 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

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FPN: <u>449249-1-54-01</u>	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____

County No: 87 (Miami-Dade) Contract No: \_\_\_\_\_ Vendor No: VF596000374002

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_,  
(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and City of Miami Springs, ("Recipient").  
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
  - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Specific Appropriation 1915A of Senate Bill 2500 , Local Transportation Projects , (CSFA 55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in SOUTH ROYAL POINCIANA MEDIAN, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 8/14/2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.



Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$1,200,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

## 7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m.** Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## 8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

## 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department, as provided in **Exhibit “O”, Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department’s Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department’s Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient’s contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit “C”, Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
  - shall
  - shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit “D”**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “J”, State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:



- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

#### **14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

#### **15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b.  The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e.  A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f.  The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

**g. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

\*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

\*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

\*Exhibit K: Advance Project Reimbursement

\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Miami Springs

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Legal Review:

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

Name: \_\_\_\_\_



# AGENDA MEMORANDUM

**Meeting Date:** 8/9/2021

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

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

**From:** Tammy Romero, Asst. City Manager

**Subject:** Authorization to apply for CDBG-MIT Grant Funding for the Canal Bank Stabilization Project

---

Staff is seeking Council's authorization to apply for a CDBG-MIT grant in the amount of \$2 Million to fund the improvements for the Canal Bank Stabilization of North and South Esplanade (Phase II) and North and South Melrose canals (Phase III), collectively, the "Project".

The Project area consists of the canal banks at the 400 block of North and South Esplanade Drive from Westward Drive heading south to Hunting Lodge Drive (Phase II) and the 100 to 400 blocks of North and South Melrose Drive, from Hunting Lodge Drive to Ludlam Drive (Phase III). The canal bank on Esplanade is approximately 994.41 feet long, and the canal bank on Melrose Drive is approximately 3,716.50 feet long. *See the aerial locations map attached.*

In 2016, the City completed Phase I of the Project located on North Esplanade Drive from North Royal Poinciana Boulevard on the north to Westward Drive on the South. The 2016 investments comprised a length of approximately 1,935 linear feet of canal bank stabilization. Construction of Phases II and III will complete the Project.

This Project is an effort led by the Public Works Department to mitigate any damage and future loss of property and lives, to safeguard the public, protect property, and promote the health, safety, and welfare of residents and businesses. Severe erosion of these canal banks has affected approximately one (1) mile of canal embankments fronting homes and roadways. The canal banks designated for improvement are currently undergoing dilapidation due to canal flow where stormwater runoff is channeled. These conditions are also causing a much higher than acceptable sedimentation to the canal waters. In some areas, beneath the roots of mature trees, the sill is exposed without vegetation. Many mature shade trees are perilously close to having their root systems undermined and toppled. In summary, the Project areas are subject to a higher erosion rate, causing more significant sedimentation and reducing water quality. The canal is a tributary to the SFWMD C-6 Miami River Canal and Biscayne Bay, which is considered an impaired water body by the Florida Department of Environmental Protection (FDEP). The implementation of this Project will contribute to the improvement of the water quality of the basin.

Other safety concerns are: 1) if the roads were to collapse and/or erode into the canal, emergency vehicles could not pass; 2) in the event (or eventuality) of a roadway collapse, the primary pedestrian and school bus access routes to educational facilities such as Miami Springs Elementary School would no longer be usable; 3) vehicle access to the residences located on the road along this section of the canal would be cut off; 4) reduction of property along the embankment is causing property damage and dilapidation of fences and other

property into the canal and if it continues, could even cause damages to homes; and 5) equal if not more significant concern, is the continued encroachment of the failing canal banks on the curb and gutter and the adjacent drive lanes on Esplanade Drive. Based on visual estimates of past erosion rates and wave action, it is entirely conceivable that the curb and gutter and part of the adjacent roadway lane could collapse within five years. This erosion will cause road closures. It is critical for the City to implement environmentally sustainable improvements that can provide long-term solutions.

Most of the City is at low land elevation levels, with old infrastructure. Past stormwater events have demonstrated how public safety and well-being in the City can be disrupted due to storms, particularly in these vulnerable locations which has exposed severe erosion, resulting in flooding to the neighboring properties. Over the past 25 years, the City has attempted patchwork repairs on the faltering canal banks with rip-wrap and ballast rock, which has since failed at these repair locations as water flow has undermined the intermittent repairs.

With over 50% of low to moderate income (LMI) residents residing in the areas that will be benefitted by the Project, investing in this Project and enhancing the resiliency is a win-win opportunity for our City to revitalize the health of the canals and help sustain their physical infrastructure.

By implementing the stabilization of the canal banks, remediation of the embankment will help in the future with: 1) prevention of roadway collapse and future loss of property and life; 2) preservation of approximately 50 mature trees currently in danger of toppling due to erosion of exposed embankment sill and roots; and 3) decreased residential flooding by improved drainage and water flow of stormwater runoff. Additionally, it is considered a strategic investment to minimize risks and reduce losses to a service area with over 50% low to mid-income residents. Investing in mitigation projects like this will also improve the City's resiliency by protecting our residents and enhance the community's lifelines of safety, security, protection, transportation, and health.

The federal Community Development Block Grant Mitigation (CDBG-MIT) Program provides financial assistance to eligible grantees to use assistance in areas impacted by recent disasters to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses. Mitigation activities are those that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters. The City intends to apply for CDBG-MIT assistance in the amount of up to \$2,000,000 (the "Grant") to help fund Phases II and III of the Project.

If awarded the CDBG-MIT Grant, the City would receive the funds as a sub-recipient through the Florida Department of Environmental Protection (FDEP) and be required to enter into a grant agreement. Funding will allow the City to complete Phases II and III of the Project and allow the City's engineers, Bermello Ajamil to develop an updated plan for the restoration and dredging of these canal banks so that we may solicit construction bids for these imperative infrastructure improvements.

The City posted about the Project on the City's website, as well as the City's social media channels (i.e., Instagram, Twitter, and Facebook). The City requested comments from the public on the Project with a deadline to submit of 5:00 PM, July 30, 2021. As of August 4, 2021, the City has received only positive feedback about the Project.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT A CDBG-MIT GRANT APPLICATION FOR FUNDING RELATING TO THE CANAL BANK STABILIZATION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) is committed to safeguarding the public and mitigating damages and future losses of life and property; and

**WHEREAS**, canal banks in certain parts of the City are severely eroded, causing flooding, property damage, significant sedimentation, reductions in water quality, and the potential for roadway collapses; and

**WHEREAS**, in order to mitigate the effects of the severely eroded canal banks, the City has embarked on a canal bank stabilization project (the “Project”), which is intended to prevent roadway collapses, prevent future loss of property and life, preserve approximately 50 mature trees, decrease flooding by improving drainage and water flow from stormwater runoff, and improve the City’s resiliency; and

**WHEREAS**, in 2016, with State financial assistance, the City was able to complete Phase I of the Project, which consisted of the area located on North Esplanade Drive, from North Royal Poinciana Boulevard on the north to Westward Drive on the south; and

**WHEREAS**, the City seeks to complete the improvements for Phases II and III of the Project, which consists of the area located on North and South Esplanade, from Westward Drive to Hunting Lodge Drive (Phase II), and North and South Melrose Drive, from Hunting Lodge Drive to Ludlam Drive (Phase III); and

**WHEREAS**, the federal Community Development Block Grant Mitigation (CDBG-MIT) Program provides financial assistance to eligible grantees to use assistance in areas impacted by recent disasters to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses; and

**WHEREAS**, mitigation activities are those that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters; and

**WHEREAS**, the City intends to apply for CDBG-MIT assistance in the amount of



up to \$2,000,000 (the "Grant") to help fund Phases II and III of the Project; and

**WHEREAS**, if approved for the Grant, the City will provide matching funds of 10%, not to exceed \$200,000.00, towards Phases II and III of the Project; and

**WHEREAS**, the City Manager recommends that the City Council authorize the City Manager to submit an application for the Grant; and

**WHEREAS**, the City Council wishes to authorize the City Manager to submit an application for the Grant; and

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

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

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

**Section 2. Authorization.** That the City Council hereby authorizes the City Manager to submit an application for the Grant to help fund Phases II and III of the Project.

**Section 3. 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	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this \_\_\_\_ day of August, 2021.

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

ATTEST:

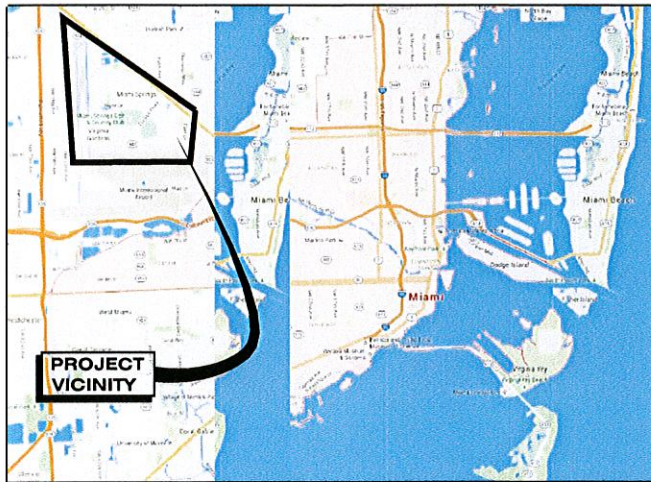
\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

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

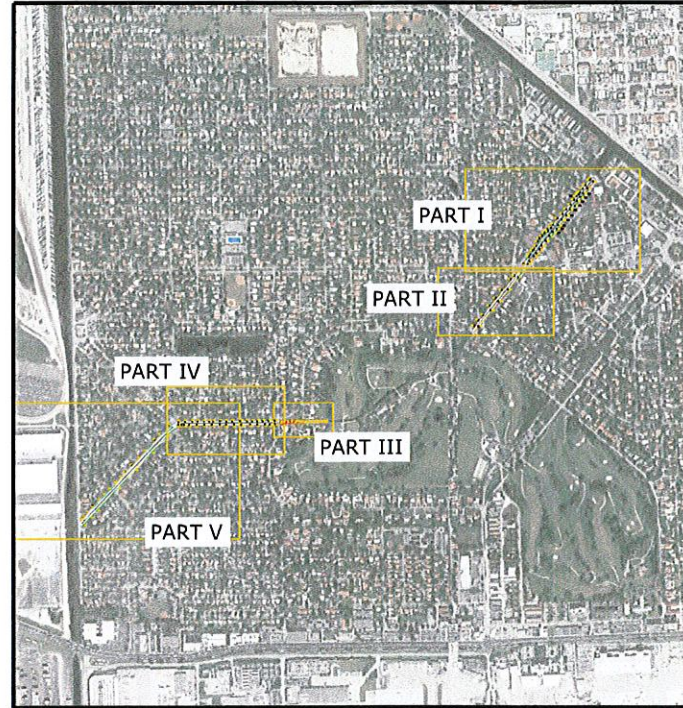
\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

# MIAMI SPRINGS DITCH RESTORATION PROJECT

## CONCEPT / PRELIMINARY DRAWINGS



**PROJECT LOCATION MAP**  
SCALE: N.T.S.



**AERIAL OVERVIEW MAP**  
SCALE: 1" = 1,500'



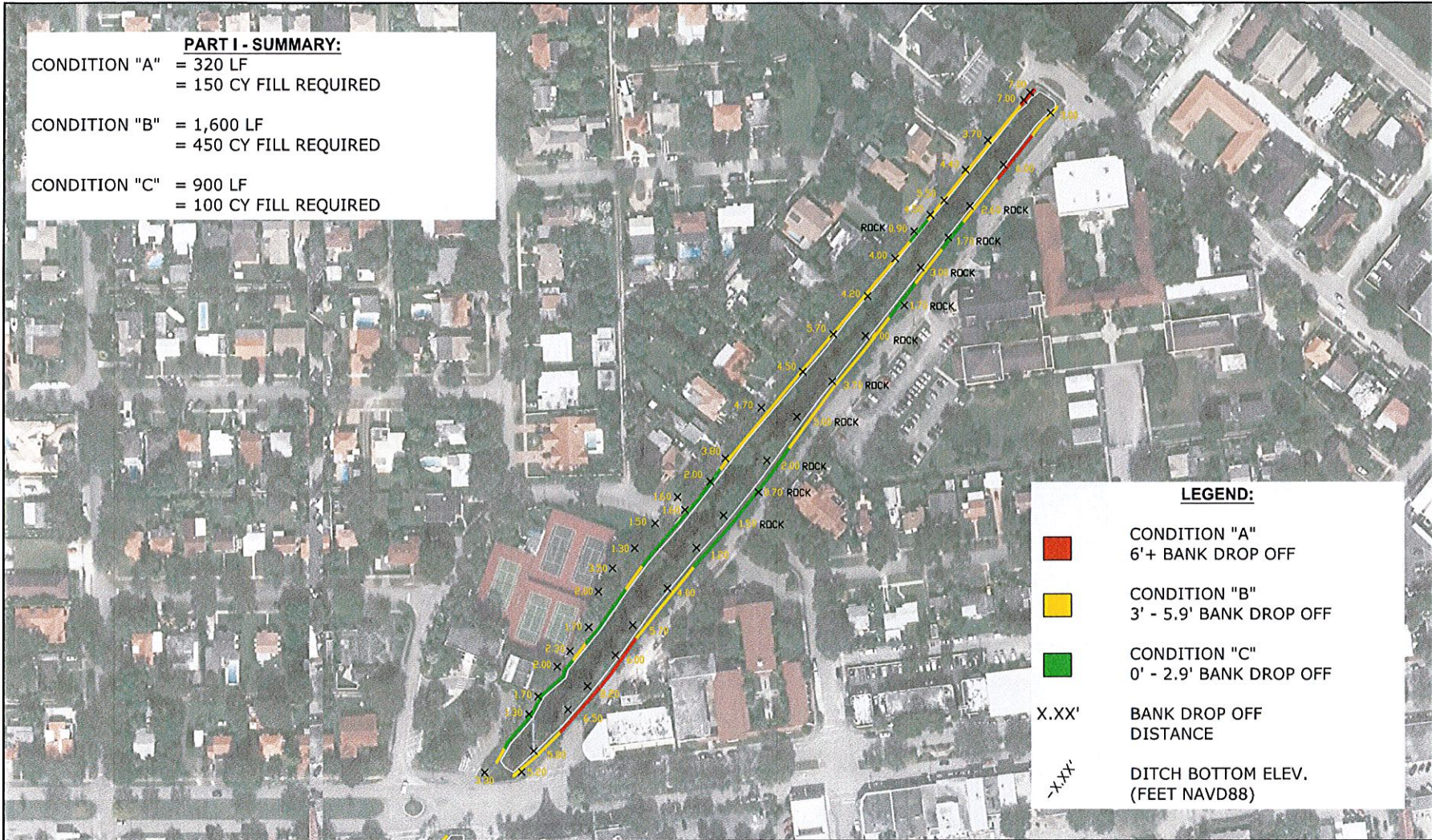
WATERFRONT PROPERTY SERVICES, LLC.  
dba GATOR DREDGING  
13630 50TH WAY NORTH  
CLEARWATER, FL 33760  
PHONE 727.527.1300 FAX 727.527.1303  
www.gatordredging.com  
CGC# 1510302



FOR City of Miami Springs, FL	EXHIBIT TITLE <b>PROJECT LOCATION &amp; AERIAL OVERVIEW MAP</b>		
PRELIMINARY <input checked="" type="checkbox"/> PROPOSAL <input type="checkbox"/> PERMITTING <input type="checkbox"/> ISSUED FOR CONSTRUCTION <input type="checkbox"/> RECORD DRAWING <input type="checkbox"/> MIAMI SPRINGS EVALUATION LARRY.DWG	Project Address:  Miami Springs, FL	DATE: 08/18/2015  DRAWN BY: LN / TBM  CHECKED BY: WJC  JOB NO.: 100000K	REVISIONS:    Exhibit No.  <b>SHEET 00</b>  SCALE: N/A



**PART I - SUMMARY:**  
 CONDITION "A" = 320 LF  
 = 150 CY FILL REQUIRED  
 CONDITION "B" = 1,600 LF  
 = 450 CY FILL REQUIRED  
 CONDITION "C" = 900 LF  
 = 100 CY FILL REQUIRED



**LEGEND:**

- CONDITION "A"  
6'+ BANK DROP OFF
- CONDITION "B"  
3' - 5.9' BANK DROP OFF
- CONDITION "C"  
0' - 2.9' BANK DROP OFF
- X.XX' BANK DROP OFF DISTANCE
- X.XX' DITCH BOTTOM ELEV.  
(FEET NAVD88)



**WATERFRONT PROPERTY SERVICES, LLC.**  
 dba GATOR DREDGING  
 13630 50TH WAY NORTH  
 CLEARWATER, FL 33760  
 PHONE 727. 527.1300 FAX 727. 527. 1303  
 www.gatordredging.com  
 CGC# 1510302



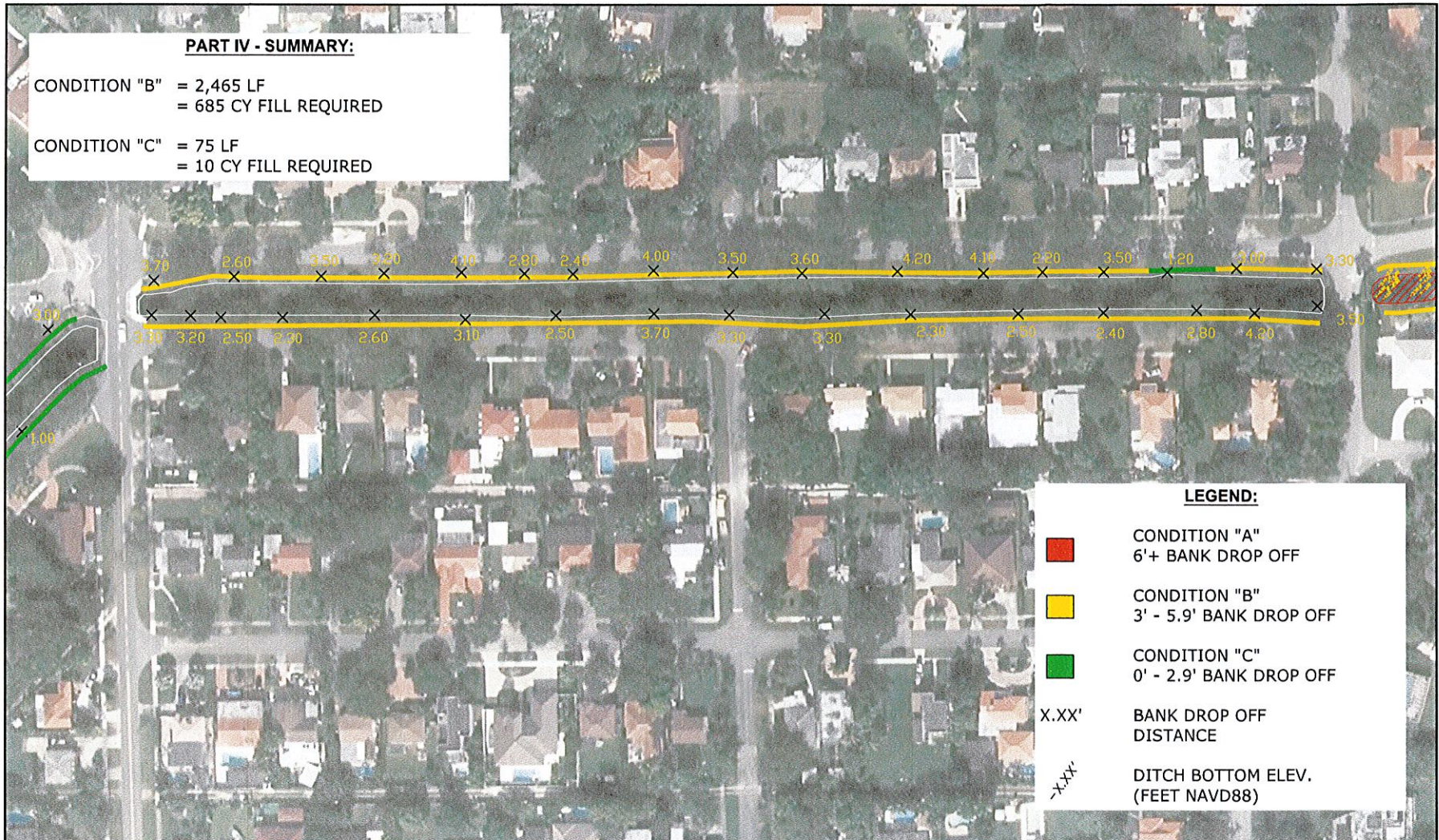
<b>FOR</b> City of Miami Springs, FL	<b>EXHIBIT TITLE</b> PROJECT OVERVIEW - PART I																						
PRELIMINARY <input checked="" type="checkbox"/> PROPOSAL <input type="checkbox"/> PERMITTING <input type="checkbox"/> ISSUED FOR CONSTRUCTION <input type="checkbox"/> RECORD DRAWING <input type="checkbox"/> MIAMI SPRINGS EVALUATION LARRY.DWG	<b>Project Address:</b> Miami Springs, FL	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">DATE:</td> <td style="width: 33%;">REVISIONS:</td> <td style="width: 34%;">Exhibit No.</td> </tr> <tr> <td>08/18/2015</td> <td></td> <td rowspan="4" style="text-align: center; vertical-align: middle;"><b>SHEET 01</b></td> </tr> <tr> <td>DRAWN BY:</td> <td></td> </tr> <tr> <td>LN / TBM</td> <td></td> </tr> <tr> <td>CHECKED BY:</td> <td></td> </tr> <tr> <td>WJC</td> <td></td> <td style="text-align: center; vertical-align: middle;"><b>SCALE: 1" = 150'</b></td> </tr> <tr> <td>JOB NO.:</td> <td></td> <td></td> </tr> <tr> <td>XXXXXX</td> <td></td> <td></td> </tr> </table>	DATE:	REVISIONS:	Exhibit No.	08/18/2015		<b>SHEET 01</b>	DRAWN BY:		LN / TBM		CHECKED BY:		WJC		<b>SCALE: 1" = 150'</b>	JOB NO.:			XXXXXX		
DATE:	REVISIONS:	Exhibit No.																					
08/18/2015		<b>SHEET 01</b>																					
DRAWN BY:																							
LN / TBM																							
CHECKED BY:																							
WJC		<b>SCALE: 1" = 150'</b>																					
JOB NO.:																							
XXXXXX																							



**PART IV - SUMMARY:**

CONDITION "B" = 2,465 LF  
= 685 CY FILL REQUIRED

CONDITION "C" = 75 LF  
= 10 CY FILL REQUIRED

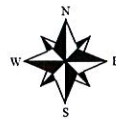


**LEGEND:**

- CONDITION "A"  
6'+ BANK DROP OFF
- CONDITION "B"  
3' - 5.9' BANK DROP OFF
- CONDITION "C"  
0' - 2.9' BANK DROP OFF
- X.XX' BANK DROP OFF DISTANCE
- XXX' DITCH BOTTOM ELEV. (FEET NAVD88)



WATERFRONT PROPERTY SERVICES, LLC.  
dba GATOR DREDGING  
13630 50TH WAY NORTH  
CLEARWATER, FL 33760  
PHONE 727.527.1300 FAX 727.527.1303  
www.gatordredging.com  
CGC# 1510302



FOR City of Miami Springs, FL

PRELIMINARY   
PROPOSAL   
PERMITTING   
ISSUED FOR CONSTRUCTION   
RECORD DRAWING   
MIAMI SPRINGS EVALUATION  
LARRY.DWG

EXHIBIT TITLE

Project Address:  
  
Miami Springs, FL

PROJECT OVERVIEW - PART IV

DATE:  
08/19/2015  
DRAWN BY:  
LN/TBM  
CHECKED BY:  
WJC  
JOB NO.:  
XXXXXX

REVISIONS:

Exhibit No.

**SHEET 04**

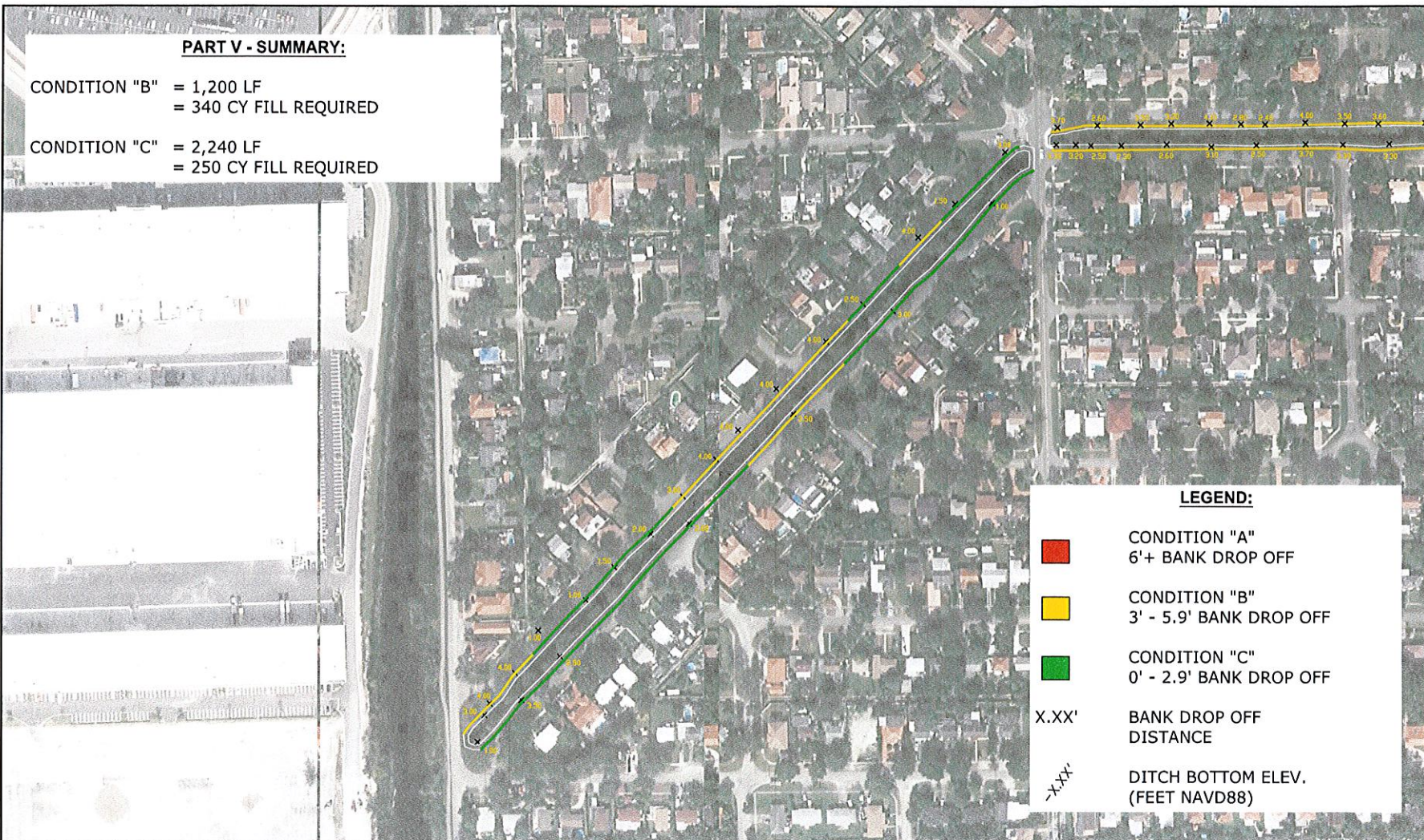
SCALE: 1" = 100'



**PART V - SUMMARY:**

CONDITION "B" = 1,200 LF  
= 340 CY FILL REQUIRED

CONDITION "C" = 2,240 LF  
= 250 CY FILL REQUIRED



**LEGEND:**

- CONDITION "A"  
6'+ BANK DROP OFF
- CONDITION "B"  
3' - 5.9' BANK DROP OFF
- CONDITION "C"  
0' - 2.9' BANK DROP OFF
- X.XX' BANK DROP OFF DISTANCE
- X.XX' DITCH BOTTOM ELEV. (FEET NAVD88)



WATERFRONT PROPERTY SERVICES, LLC.  
dba GATOR DREDGING  
13630 50TH WAY NORTH  
CLEARWATER, FL 33760  
PHONE 727.527.1300 FAX 727.527.1303  
www.gatordredging.com  
CGC# 1510302



FOR City of Miami Springs, FL

- PRELIMINARY
- PROPOSAL
- PERMITTING
- ISSUED FOR CONSTRUCTION
- RECORD DRAWING
- MIAMI SPRINGS EVALUATION LARRY.DWG

EXHIBIT TITLE

Project Address:  
Miami Springs, FL

PROJECT OVERVIEW - PART V

DATE: 08/18/2015  
DRAWN BY: LN/TBW  
CHECKED BY: WJC  
JOB NO.: XXXXX

REVISIONS:

Exhibit No.

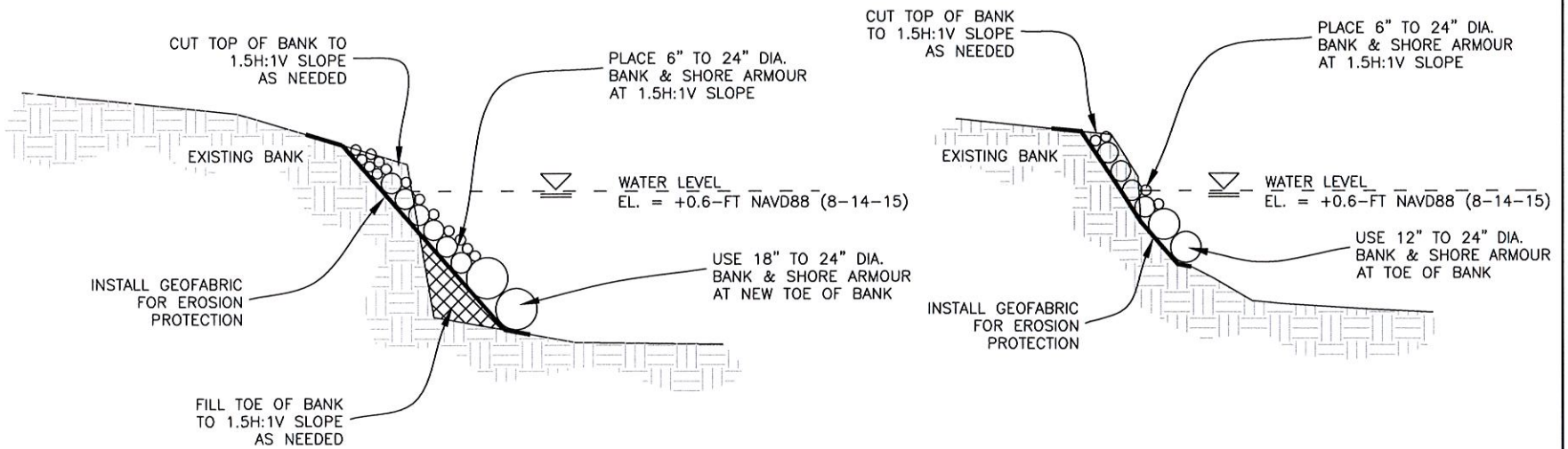
**SHEET 05**

SCALE: 1" = 200'



- CONDITION "A"  
6'+ BANK DROP OFF
- CONDITION "B"  
3' - 5.9' BANK DROP OFF

- CONDITION "C"  
0' - 2.9' BANK DROP OFF



**CONDITION "A" & "B"  
BANK RESTORATION DETAIL**

**CONDITION "C"  
BANK RESTORATION DETAIL**



WATERFRONT PROPERTY SERVICES, LLC.  
 dba GATOR DREDGING  
 13630 50TH WAY NORTH  
 CLEARWATER, FL 33760  
 PHONE 727. 527.1300 FAX 727. 527. 1303  
 www.gatordredging.com  
 CGC# 1510302



FOR City of Miami Springs, FL	EXHIBIT TITLE <b>BANK RESTORATION DETAILS</b>		
PRELIMINARY <input checked="" type="checkbox"/> PROPOSAL <input type="checkbox"/> PERMITTING <input type="checkbox"/> ISSUED FOR CONSTRUCTION <input type="checkbox"/> RECORD DRAWING <input type="checkbox"/> MIAMI SPRINGS EVALUATION LARRY.DWG	Project Address:  Miami Springs, FL	DATE: 06/18/2015  DRAWN BY: LN / TBM  CHECKED BY: N.E.C.  JOB NO.: XXXXXX	Exhibit No.  <b>SHEET 06</b>  SCALE: 1" = 200'

ID		DITCH AREA					SUB-TOTAL
		PART I	PART II	PART III	PART IV	PART V	
CONDITION "A"	LENGTH (LF)	320	375	0	0	0	695
	FILL VOLUME (CY)	150	170	0	0	0	320
CONDITION "B"	LENGTH (LF)	1,600	1,450	620	2,465	1,200	7,335
	FILL VOLUME (CY)	450	400	170	685	340	2,045
CONDITION "C"	LENGTH (LF)	900	110	0	75	2,240	3,325
	FILL VOLUME (CY)	100	15	0	10	250	375
DREDGING	LENGTH (LF)	0	0	320	0	0	320
	CUT VOLUME (CY)	0	0	350	0	0	350
PROJECT TOTALS:	LENGTH (LF)						11,675
	FILL VOLUME (CY)						2,740
	CUT VOLUME (CY)						350
PROJECT TOTALS (20% CONTINGENCY)	LENGTH (LF)						11,675
	FILL VOLUME (CY)						3,288
	CUT VOLUME (CY)						420



WATERFRONT PROPERTY SERVICES, LLC.  
 dba GATOR DREDGING  
 13630 50TH WAY NORTH  
 CLEARWATER, FL 33760  
 PHONE 727.527.1300 FAX 727.527.1303  
 www.gatordredging.com  
 CGC# 1510302



FOR  
 City of Miami Springs, FL

PRELIMINARY   
 PROPOSAL   
 PERMITTING   
 ISSUED FOR CONSTRUCTION   
 RECORD DRAWING   
 MIAMI SPRINGS EVALUATION  
 LARRY.DWG

EXHIBIT TITLE

Project Address:  
 Miami Springs, FL

PROJECT QUANTITY SUMMARY

DATE:  
 06/19/2015  
 DRAWN BY:  
 LN / TBW  
 CHECKED BY:  
 WJC  
 JOB NO.:  
 XXXXXX

REVISIONS:

Exhibit No.

**SHEET 07**

SCALE: 1" = 200'





# AGENDA MEMORANDUM

**Meeting Date:** 08/09/2021

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

**From:** William Alonso, City Manager

**Subject:** Update on City's Actions after Surfside Tragedy

---

Mayor Mitchell requested that we update Council and our Residents on actions the City has taken after the Surfside Building collapse. On day one, we reached out to our colleagues at Surfside and offered them any assistance they needed from our City. The Mayor and I also joined numerous daily zoom meetings with Mayor Cava's office to get updates and follow up on any requests for assistance. Our MSPD provided two officers to the site to help other agencies on the scene.

Additionally, we followed the County's lead in commencing an audit of all City buildings 4 stories and higher to determine if they had complied with the re-certifications required beginning at 40 years. On page 1 of this packet you will see that we had 18 buildings which were 4 stories and higher, and they were all in compliance.

We then expanded our audit to include 2 and 3 story buildings. On page 3 you will see that we have 14 properties that are not in compliance. These 14 properties were issued 30 day letters (see page 4) in order to comply, if any of these properties do not comply with the 30-day notice, the next step is to bring them in front of the Miami Dade County Unsafe Structures Board for further action.

Since the 30-day period ends August 5, I will provide Council an updated status of these properties at the Aug 9 meeting.

CITY OF MIAMI SPRINGS  
 RECERTIFICATION AUDIT FOR ALL CITY BUILDINGS 4 STORIES AND HIGHER  
 AS OF JUNE 30, 2021

PROPERTY ADDRESS	FOLIO #	D.O.B.	Land Use	# of Stories	40 Yr Due	50 Yr Due	60 Yr Due	70 Yr Due	80 Yr Due	90 Yr Due	100 Yr Due
4909 NW 36TH STREET	05-3119-010-4260	2020	HOTEL	10	2060	2070	2080	2090	2100	2110	2120
5325 NW 36 ST	05-3119-013-4581	1969	HOTEL	10	2009	2019	2029	2039	2049	2059	2069
700 S ROYAL POINCIANA BLVD	05-3120-033-0050	1987	Commercial	10	2027	2037	2047	2057	2067	2077	2087
3974 NW S River Dr	05-3129-000-0244	1987	HOTEL	10	2027	2037	2047	2057	2067	2077	2087
3401 NW 42 Ave	05-3129-000-0020	1984	HOTEL	5	2024	2034	2044	2054	2064	2074	2084
1111 S ROYAL POINCIANA BLVD	05-3120-031-0180	1966	HOTEL	9	2006	2016	2026	2036	2046	2056	2066
665 MOKENA DRIVE	05-3119-013-3960	2019	HOTEL	8	2059	2069	2079	2089	2099	2109	2119
3549 LE JEUNE RD	05-3129-021-0010	2015	HOTEL	6	2055	2065	2075	2085	2095	2105	2115
4299 NW 36 ST	05-3120-036-0150	1974	HOTEL	6	2014	2024	2034	2044	2054	2064	2074
5111 NW 36TH STREET	05-3119-013-4470	1986	HOTEL	6	2026	2036	2046	2056	2066	2076	2086
3449 NW 42 AVENUE	05-3129-000-0010	2018	HOTEL	5	2058	2068	2078	2088	2098	2108	2118
5335 NW 36 ST	05-3119-010-4610	1967	HOTEL	5	2007	2017	2027	2037	2047	2057	2067
657 MINOLA DRIVE	05-3119-013-4070	2011	HOTEL	5	2051	2061	2071	2081	2091	2101	2111
333 S. Royal Poinciana Blvd.	05-3120-000-0510	1969	Multi-family	4	2009	2019	2029	2039	2049	2059	2069
375 S ROYAL POINCIANA BLVD	05-3120-034-0020	1965	Multi-family	4	<del>2005</del>	2015	2025	2035	2045	2055	2065
433 S Royal Poinciana Blvd.	05-3120-034-0030	1969	Multi-family	4	2009	2019	2029	2039	2049	2059	2069
657 SOUTH DRIVE	05-3119-010-4380	2010	Commercial	4	2050	2060	2070	2080	2090	2100	2110
801 S ROYAL POINCIANA BLVD	05-3120-036-0020	1966	Multi-family	4	2006	2016	2026	2036	2046	2056	2066

Green coded means they have complied with certification process for that year  
 Yellow coded show the next year recertification is due.





CITY OF MIAMI SPRINGS  
 RECERTIFICATION AUDIT OF ALL CITY BUILDINGS 2 AND 3 STORIES  
 AS OF JUNE 30, 2021

PREVIOUS DUE PROPERTY ADDRESS	D.O.B.	Land Use	# of stories	YEAR DUE	DATE SENT 90-DAYS	2ND NOTICE (final 30days)	30- DAY EXTENSION	EXTENSION DUE	REPORT RECEIVED	REPAIR 150-DAYS	PERMIT	PERMIT STATUS	CODE CASE	STATUS
413 SWALLOW DR	1973	Multi-family	3	40 YR DUE 2013	4/23/2021	7/6/2021							19-807	30-DAY LETTER GIVEN Hand-delivered the letter from B.O. Ulises to Mr. Mathews (HOA President) at 413 Swallow Drive Unit 12.
181 WESTWARD DRIVE	1965	Commercial	2	50 YR DUE 2015	2/17/2021	7/6/2021							19-1423	30-DAY LETTER GIVEN Hand-delivered the letter from B.O. Ulises to Holly Bain (Tenant) She will send it to the owner who is in Italy.
2 S ROYAL POINCIANA BLVD	1955	Commercial	2	60 YR DUE 2015	2/17/2021	7/6/2021							19-388	30-DAY LETTER GIVEN Hand-delivered the letter from B.O. Ulises to Alba Rodriguez (Property Owner) at 260 Morningside Drive.
200 AZURE WAY	1920	Multi-family	2	100 YR DUE 2020	2/17/2021	7/6/2021							21-0289	30-DAY LETTER GIVEN Hand-delivered the letter from B.O. Ulises to Michael Kobiakov (Property Owner) at 907 Hunting Lodge Drive.
3059 NW 42 AVE	1940	Commercial	2	80 YR DUE 2020	4/23/2021	7/6/2021							21-0290	30-DAY LETTER GIVEN Hand-delivered the letter from B.O. Ulises to Victor Ramirez (Fleet Supervisor) at 3059 NW 42 Ave.
309 S ROYAL-POINCIANA BLVD	1974	Multi-family	2	40 YR DUE 2014	4/23/2021	7/6/2021					19-628	CL	19-1031	30-DAY LETTER GIVEN Hand-delivered the letter from B.O. Ulises to Steve Smith (HOA President) at 309 S Royal Poinciana Blvd Unit 403.
378 WESTWARD DRIVE	1949	Commercial	2	70 YR DUE 2019	3/3/2020	7/6/2021							18-972	30-DAY LETTER GIVEN -Hand-delivered the letter from B.O. Ulises to Jessica Whiddon (Pre-school director, pastors daughter) at 378 Westward Drive. -Building Admin called and I emailed her information in return in regards to submission.
4291 NW 36 ST	1975	Parking gage	2	40 YR DUE 2015	4/23/2021	7/6/2021							21-0291	30-DAY LETTER GIVEN Hand-delivered the letter from B.O. Ulises to Patricia Guisandes and Thomas Zarikian (HR Director and CEO of EB Hotel)
53 ESPLANADE DRIVE	1968	Multi-family	2	50 YR DUE 2018	4/30/2021	7/6/2021							19-843	30-DAY LETTER GIVEN Hand-delivered the letter from B.O. Ulises to Lierki Morgado (Property manager) at 53 Esplanade Drive
611 FORREST DRIVE	1965	Multi-family	2	50 YR DUE 2015	4/6/2015		3/4/2020		8/10/2017				21-352	PENDING CORRECTIONS MOVED BACK TO STRICT TO CLARIFY HIS COMMENT AS PER REPORTS PERSON OF CONTACT
688-696 FORREST DRIVE	1979	Multi-family	2	40 YR DUE 2019	4/30/2021	7/6/2021							21-0292	30-DAY LETTER GIVEN Hand-delivered the letter from B.O. Ulises to Mohammad Siddiqui (HOA Vice-President) at 696 Forrest Drive Unit B-3.
701 Curtiss Parkway	1959	Commercial	2	60 YR DUE 2019	1/7/2019				4/24/2019	7/8/2021	20-30	CL		IN OFFICE PENDING CORRECTIONS SENT REPAIR LETTER
773 CURTISS PKWY	1947	Commercial	2	70 YR DUE 2017	9/29/2017				4/6/2018	7/8/2021	19-95	CL		IN OFFICE PENDING CORRECTIONS SENT REPAIR LETTER
4301 NW 36 ST	1974	Commercial	2	70 YR DUE 2017	4/23/2021	7/6/2021							21-0294	TO BE DEMOED- 30 DAY LETTER SENT Hand-delivered the letter from B.O. Ulises to Patricia Guisandes and Thomas Zarikian (HR Director and CEO of EB Hotel)





Building and Code Compliance Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305) 805-5030  
Fax: (305) 805-5036

**Failure to submit required Recertification Report (30 days)**

July 6<sup>th</sup>, 2021

Property Owner

**REQUIREMENT: RECERTIFICATION OF 40-YEAR-OLD BUILDING**  
**FOLIO NUMBER:**  
**PROPERTY ADDRESS: MIAMI SPRINGS, FL 33166**

Dear property owner,

Our records reflect that the property has been last notified by certified mail on **02-17-2021** by this Division that the subject building located at **Property Address** was due for the **Forty (40)** year recertification as of the year **XXXX**.

In accordance Under Section 8-11(f) of the building code, the owner of a building, which has been in existence for forty (40) years or longer is required to have the building inspected for the purpose of determining the general structural condition of the building and general condition of the electrical systems. In accordance with Section 8-11(f), you must submit a written Recertification Report to the Building Official, prepared by a Florida registered professional engineer or architect, **certifying each building or structure is structurally and electrically safe** for the specified use for continued occupancy. Each page of the electrical and structural report must be signed and sealed by the engineer or architect. **In addition, if there is more than one building on the property, please submit a site plan or copy of a survey showing the location of each building. The building which is the subject of the 40-Year or older Recertification report must be clearly identified on the site plan or survey submitted.**

Please Submit to our office one **(1)** originally signed & sealed copy of this report with the required fee of **\$125.00** payable to the City of Miami Springs.

This is the **FINAL NOTICE**. Failure to comply within **30 days** will result in the referral of this matter to the Unsafe Structures Unit for the initiation of condemnation proceedings. You may be liable for payment of a maximum fine of \$10,510.00 and, in addition, must pay all enforcement costs incurred by the department once unsafe structures enforcement proceedings are commenced. Further, upon issuance of an Unsafe Structure Notice of Violation, the building must be vacated and you may ultimately have to demolish the building. **(Report Due before: August 05,2021)**

Sincerely,  
Ulises A. Fernandez, Building Official



# AGENDA MEMORANDUM

**Meeting Date:** 08/09/2021

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

**From:** William Alonso, City Manager

**Subject:** Rapid Transit Activity Corridor(RTAC) Ordinance Proposed by Vice Chair Oliver Gilbert

---

Mayor Mitchell and I became aware recently of a proposed draft ordinance from the Miami Dade Board of County Commissioners Vice Chair Oliver Gilbert, that will have a devastating effect to two areas of our city, mainly the Bird Section and the Abraham Tract. The Draft ordinance (see starting at page 35), which has not gone to the full Board for first reading at this time, proposes a Rapid Transit Activity Zone.

The RTAC would create an area within ½ mile of Metro Rail Stations where the County would take over all zoning approvals, historic preservation, issuance of building permits, building inspections, issuance of certificates of occupancy, subdivision approvals and all other types of planning, zoning, subdivision, building functions, and Signs within the designated areas of the corridor. It would also increase density in these areas by allowing 60 dwelling units within the first ¼ mile and 36 dwelling units within the ¼ mile to ½ mile area, it would also increase Floor Area Ratio (FAR) in these areas as well as maximum allowed height of 6 stories. Refer to the map on page 5 which shows that the two areas of the city affected are the Northwest Bird Section and the Abraham Tract.

The attached report has been prepared by Staff and shows the effect in those areas as far as density and population growth to our city (see pages 1-4). Page 6 is a map of the countywide corridors that would be established by this ordinance. Pages 7-34 is a PowerPoint presentation done during a Miami Dade League of Cities meeting to discuss the effects of this on all municipalities in the County.

Mayor Mitchell will provide Council with the actions we have taken so far as well as how the city should proceed going forward in order to stop this from coming to fruition.



**Miami-Dade County Rapid Transit Zone (RTZ) Ordinance**

**Rapid Transit Activity Corridor (RTAC)**

**Purpose**

The purpose of the draft ordinance as currently written is to give authority to the “*central metropolitan government*” to “*maintain greater regulatory control over development*”. Jurisdiction is vested in Miami-Dade County regardless of any municipal code for all zoning approvals, historic preservation, issuance of building permits, building inspections, issuance of certificates of occupancy, subdivision approvals and all other types of planning, zoning, subdivision, building functions, and Signs within the designated areas of the corridor. Municipalities may adopt local development standards provided they are consistent with the density and intensity of development provided within the draft ordinance.

**Workforce Housing**

Requires 12.5% of new dwelling units to be constructed and provided as “Workforce Housing”, defined as housing that is affordable for families whose incomes are within 60 to 140 percent of the County's area median income as reported by the United States Department of Housing and Urban Development and adjusted for family size (\$42,600 to \$99,400, respectively, for a family of four).

**Density/Intensity**

**Rapid Transit Activity Center (RTAC)**

**Calculation of square miles impacted:**

Northwest (Bird section)	.16 sq miles
Southeast (Abraham Tract)	<u>.06 sq miles</u>
Total sq miles impacted	.22 sq miles

The proposed ordinance allows for residential density of development within the RTAC corridor as follows:

- 60 Dwelling Units (DU) per acre within ¼ mile of the busway
- 36 Dwelling Units (DU) per acre within ¼ and ½ mile of the busway

Please refer to attachment A which provides a detailed calculation of the effects of this ordinance in the two affected areas and citywide:

- 1) The impact on the affected corridor (Northwest Bird Section and Southeast Abraham Tract) is an increase in dwelling units from 294 to 6,758 or an increase of 6,464 dwelling units or 2,199%.
- 2) The impact citywide is an increase in dwelling units from 4,000 to 10,464 or an increase of 6,464 units or 162%.

### Density/Intensity(continued)

- 3) The city's population would increase from 14,200 to 37,147 or an increase of 22,947 or 162%.
- 4) Another significant impact of these increases is the effect on traffic, parking, schools, and water and sewer infrastructure. Additionally, single family homeowners in the adjacent areas would see property values decrease.

### Land Use Incompatibilities/Impact on Miami Springs

The proposed ordinance appears to have been designed to increase the density and height of residential development within the Rapid Transit Activity Corridor solely for the purpose of generating future demand and support for rapid transit without taking into consideration its impacts on the patterns and densities of existing development within the City of Miami Springs and other incorporated municipalities.

Residential development at increased densities of 36 and 60 dwelling units per acre and heights up to 6 stories within the RTAC, accompanied by an increase of 162% in population and dwelling units would be destructive to our historic small town.

**To summarize, Miami Springs is a small 3 square mile city in which residents have moved into to enjoy its historic small town look. This ordinance would totally destroy single family neighborhoods in our city and cause financial hardship on the adjacent single family homeowners who would see a decrease in their property values, as well as increased traffic, parking problems, and significant impacts on schools and water and sewer infrastructure. The City of Miami Springs is also against any attempt by this ordinance to preempt the city's current authority in zoning approvals, historic preservation, issuance of building permits, building inspections, issuance of certificates of occupancy, subdivision approvals and all other types of planning, zoning, subdivision, or building functions within the designated areas of the corridor.**

Attachment A-Calculations of density/Intensity Pages 3-4

Attachment B- Map showing the two blue shaded areas affected within our city Page 5

Attachment C-Countywide Smart Plan Corridor map Page 6

Attachment D-Presentation from the Miami Dade County League of Cities Pg 7-34

Attachment E-Proposed Ordinance Page 35



**CITY OF MIAMI SPRINGS  
ANALYSIS OF IMPACT ON CITY OF THE PROPOSED RTZ EXPANSION ORDINANCE**

**Calculation of square miles impacted:**

Northwest (Bird section)	.16 sq miles
Southeast (Abraham Tract)	<u>.06 sq miles</u>
Total sq miles impacted	.22 sq miles

**60 DU/Acre within 1/4 Mile of Busway**

- 1) Area is .22 square miles the first 1/4 mile is .11 sq miles
- 2) .11 sq miles X 640 acres per square mile = 70.4 acres
- 3) 70.4 acres X 60 DU/acre = 4,224 Dwelling Units

**36 DU/Acre within 1/4 and 1/2 Mile of Busway**

- 1) Area is .22 square miles the area between 1/4 and 1/2 mile is .11 sq miles
- 2) .11 sq miles X 640 acres per square mile = 70.4 acres
- 3) 70.4 acres X 36 DU/acre = 2,534 Dwelling Units

**Dwelling Units-Impact on Corridor**

- 1) 4,224 DU + 2,534 DU = 6,758 Dwelling units
- 2) Current Estimate = 293 Dwelling Units (140.8 acres in both affected areas X 2.0833 DU/acre = 294 DU)  
Increase in Dwelling Units from 294 to 6,758 (6,464) 2,199%

**Dwelling Units-remainder of City**

- 1) 1,920 acres total - 140.8 acres in 1/2 mile RATC = 1,779 acres
- 2) 1,779 acres X 2.0833 DU/acre = 3,706 dwelling units

**Dwelling Units-Impact citywide**

- 1) 6,758 DU in RTAC + 3,706 remainder = 10,464 DU
- 2) Increase in dwelling units from 4,000 to 10,464 = 6,464 DU Increase (162%)

Attachment A

Population

- 1) Increase in population from approx 14,200(2020) to 37,147=22,947 (162% Increase)

NOTES:

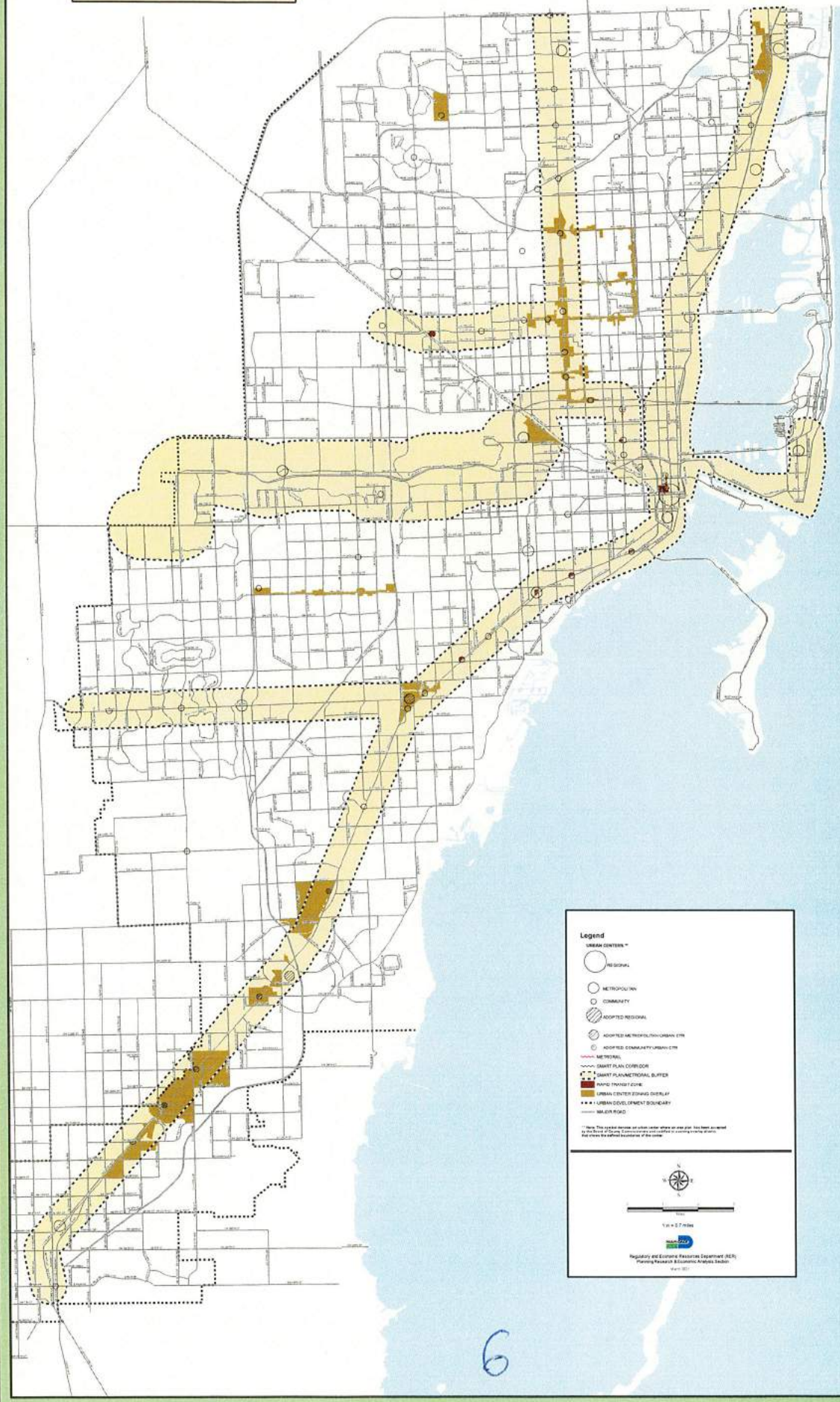
- a) Calculation of population increase 10,464 DU X 3.55 persons per DU=37,147 persons  
Current population 14,200 divided by 4000 DU=3.55 persons per DU
- b) Calculation of Dwelling Units per acre  
Current # of dwelling units 4000 (From property Appraisers site)  
Acres in city 3.0 sq miles X 640 acres per mile=1,920 acres  
Dwelling units/acre- 4000/1920=2.0833





**SMART PLAN CORRIDOR/METRO-RAIL BUFFERS & RAPID TRANSIT ZONES / URBAN CENTERS**

Revised: 08/09  
Attachment



**Legend**

- REGIONAL
- METROPOLITAN
- COMMUNITY
- ADOPTED REGIONAL
- ADOPTED METROPOLITAN/URBAN CTR
- ADOPTED COMMUNITY/URBAN CTR
- METRO-RAIL
- SMART PLAN CORRIDOR
- SMART PLAN METRO-RAIL BUFFER
- RAPID TRANSIT ZONE
- URBAN CENTER ZONING OVERLAY
- URBAN DEVELOPMENT BOUNDARY
- MAJOR ROAD

\*\* Note: This legend includes an urban center which is not part of the Smart Plan Area as defined by the State of Florida. It is included for context in showing the location of the urban center and where the urban development boundary is located.

1 in = 0.75 miles

Regulatory and Economic Resources Department (RED)  
Planning, Research & Economic Analysis Section  
March 2011

Miami Dade  
County League of  
Cities



Rapid Transit Zone (RTZ)  
Ordinance



# Agenda

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Introduction

---

Proposed RTZ Ordinance

---

Analysis of Proposal

---

Case Study of Proposal In  
Practice

---

What To Do About It

# Introduction

---

Facilitate Discussion on Topic

---

Develop a Common Set of Facts About the Ordinance

---

So Each City Can Make The Best Decision For Their Constituents

---

What Can We All Agree On

---

What's Our Ultimate Role

---

Recommendations

---

Next Steps



# The Proposal

Approved \_\_\_\_\_ Mayor \_\_\_\_\_ Agenda Item No. \_\_\_\_\_  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE RELATING TO THE FIXED-GUIDEWAY RAPID TRANSIT SYSTEM-DEVELOPMENT ZONE IN THE INCORPORATED AND UNINCORPORATED AREAS; AMENDING CHAPTER 33C OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA (CODE); PROVIDING FOR EXPANSION OF THE RAPID TRANSIT ZONE TO INCLUDE ALL EXISTING METRORAIL CORRIDORS, THE EXISTING PALMETTO AND DOLPHIN METRORAIL STATIONS, THE MIAMI INTERMODAL CENTER, THE SOUTH DADE BUSWAY, ALL PLANNED SMART PLAN CORRIDORS, AND CERTAIN PROPERTIES ADJACENT OR NEARBY THERETO; CREATING THE SMART CORRIDOR SUBZONE OF THE RTZ DISTRICT; PROVIDING USES, REGULATORY FRAMEWORK, SITE PLAN REVIEW STANDARDS, AND PROCEDURES FOR ZONING APPROVAL IN THE SMART CORRIDOR SUBZONE; AMENDING PROCEDURES FOR OTHER SUBZONES AND NON-METRORAIL DEVELOPMENT AREAS BASED ON SMART CORRIDOR SUBZONE PROCEDURES; AMENDING SECTION 33-314; PROVIDING FOR COUNTY COMMISSION JURISDICTION OVER SMART CORRIDOR SUBZONE APPLICATIONS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

10

# Legality

- They Can Do It – To A Certain Extent
- MDC Code, Chapter 33C
- Originally Implemented in 1979
- Most Recently Amended in 2020
- Ordinance As Written Is Very Confusion
  - This is Not Fully Cooked

## **Chapter 33C – RAPID TRANSIT SYSTEM— DEVELOPMENT ZONE**

\* \* \*

**Sec. 33C-2. Rapid Transit Zone: definitions; designation of lands included; County jurisdiction; municipal services; occupational license taxes >>; municipal impact fees<<.**

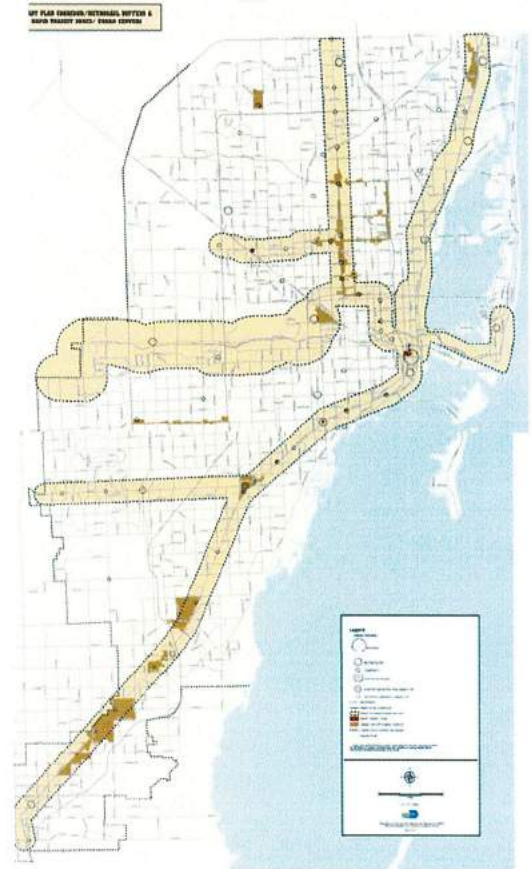
# Analysis

+  
o



# Location

- Along All SMART Plan Corridors
  - ½ Mile on Each Side
- Station Areas:
  - ½ Mile Radius
- (1 Mile Around East/West Corridor)
- There Is A Comprehensive Plan Issue Relative to This Only Applying to the Unincorporated Areas





## Their Purpose

- The purpose of the draft ordinance as currently written is to give authority to the “*central metropolitan government*” to “*maintain greater regulatory control over development*”.
- Jurisdiction is vested in Miami-Dade County regardless of any municipal code for all zoning approvals, historic preservation, issuance of building permits, building inspections, issuance of certificates of occupancy, subdivision approvals and all other types of planning, zoning, subdivision, or building functions within the designated areas of the corridor.

# Land Use and Zoning

**Density** (maximum allowed, no minimums currently stated, tiered, all increased with workforce housing bonuses by 25%)

- **Corridor** (These are minimums)

- 1<sup>st</sup> ¼ Mile: 60 Du/A
- 2<sup>nd</sup> ¼ Mile: 36 Du/A
  - East/West
    - ½ Mile – 1 Mile 18 DU/A

- **Urban Centers (Stations?)**

(have moved over time without approval)

(These are maximums)

- **Community:** 125 Du/A
- **Metropolitan:** 250 Du/A
- **Regional:** 500 Du/A



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## Land Use and Zoning

Actual Intent:

Limited to zoning code as exists.

If zoning were to change this would be the only thing we could rezone to.

Once this is adopted all is status quo, until a rezoning is sought. Then it can only go to this.

It skips many levels of density, provides no buffers, and isn't done in this manner very often in local government planning.





# Land Use and Zoning

## Height

- Corridor
  - 1<sup>st</sup> ¼ Mile: 6 Stories
  - 2<sup>nd</sup> ¼ Mile: 6 Stories
- Urban Centers
  - Community: 15 Stories
  - Metropolitan: 25 Stories
  - Regional: Limited By MDAD



# Land Use and Zoning

## Floor Area Ratio

- Corridors:
  - 1<sup>st</sup> ¼ Mile: 2.0
  - 2<sup>nd</sup> ¼ Mile: 1.5
    - East/West
      - ½ Mile – 1 Mile 1.25
- Urban Centers: Unlimited



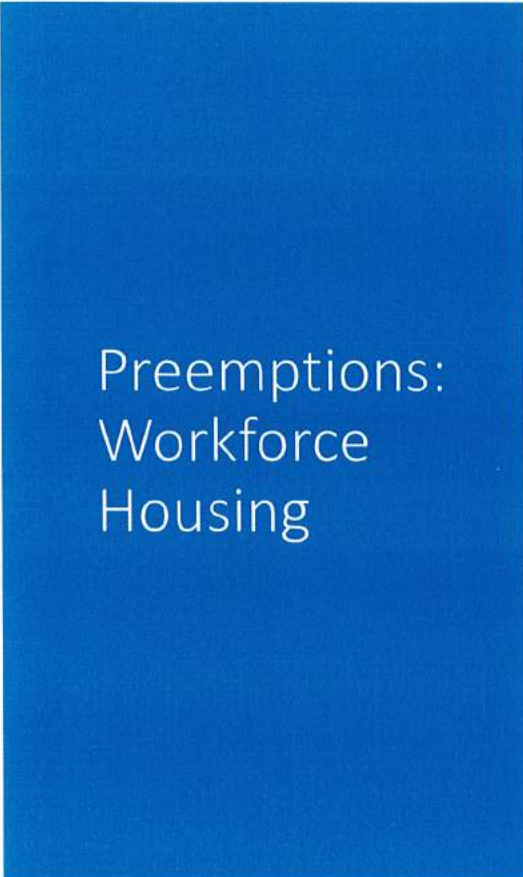
# Corridors

<u>Mixed-Use Developments Located Within:</u>	<u>Maximum Allowed Density (Units per Acre)</u>	<u>Floor Area Ratio Range</u>	<u>Maximum Allowed Height (Stories)</u>
<u>One-quarter mile of RTAC</u>	<u>60</u>	<u>Up to 2.0</u>	<u>6</u>
<u>Between one-quarter mile and one-half mile of RTAC</u>	<u>36</u>	<u>Up to 1.5</u>	<u>6</u>
<u>Between one-half mile and one mile of RTAC</u>	<u>18</u>	<u>Up to 1.25</u>	<u>6</u>

# Urban Centers

<u>CDMP Urban Center Designation</u>	<u>Maximum Allowed Density (Units per Acre)</u>	<u>Maximum Allowed Height (Stories)</u>
<u>Community</u>	<u>125</u>	<u>15</u>
<u>Metropolitan</u>	<u>250</u>	<u>25</u>
<u>Regional</u>	<u>500</u>	<u>Note 1</u>
<u>Note 1: Maximum allowed height determined by Miami-Dade Aviation (MDAD)</u>		





## Preemptions: Workforce Housing

### Work Force Housing

- Requires 12.5% of new dwelling units to be constructed and provided as “Workforce Housing”, defined as housing that is affordable for families whose incomes are within 60 to 140 percent of the County's area median income as reported by the United States Department of Housing and Urban Development and adjusted for family size (\$42,600 to \$99,400, respectively, for a family of four).



# Preemption: Signs

## Signs

- Preempting municipal sign ordinances

## Preemption: Zoning Authority

- Cities May Adopt Their Own Standard
  - County Standard is Minimum
- If Not They Must Follow County Ordinance

Preemption:  
Zoning  
Authority

The proposed ordinance essentially takes local planning, zoning, and building authority from municipalities and gives it to Miami-Dade County

(c) The Board of County Commissioners may affirm, modify, or reverse the decision of the municipality.

(20) Applications >>for development in the RTZ District, or appeals of municipal decisions regarding such applications, as<< ~~[[for special exception for a general site development plan within the Government Center Subzone or Metromover Subzone of the Rapid Transit Zone, or as otherwise]]~~ provided in chapter 33C.

(C) The County Commission shall have jurisdiction to directly hear other applications as follows:

## Preemption: Review and Approval

- Cities Can Maintain Authority to Review and Approve
- Can Be Overturned By The County Commission Upon Appeal

- (1) Initial review by municipality. An application for special exception for a general development plan, or modification to an approved plan or conditions thereto, shall be reviewed in accordance with the procedures set forth in subsection (D) for initial review.
- (2) Appeal to the Board of County Commissioners initial review.
  - (a) Notwithstanding any provision of chapter 33, this chapter, or applicable municipal regulation to the contrary, any aggrieved or adversely affected party may appeal the municipality's final decision on initial review of an application for special exception for a general development plan to the Board of County Commissioners.

# Financing

- Impact Fees Can Be Collected By The Cities

>>(F) Reservation of municipal impact fees. The uses provided in this chapter shall, where established within a municipality, be subject to payment of impact fees established by municipal ordinance and collected by a municipality for such uses, to the extent such municipal impact fees are not duplicative of impact fees collected by Miami-Dade County.<<



## In Practice - Pinecrest

### Rapid Transit Activity Center (RTAC)

The corridor within the Village of Pinecrest is 3.80 miles long.

The proposed ordinance allows for residential density of development within the RTAC corridor as follows:

- 60 Dwelling Units (DU) per acre within  $\frac{1}{4}$  mile of the busway
- 36 Dwelling Units (DU) per acre within  $\frac{1}{4}$  and  $\frac{1}{2}$  mile of the busway



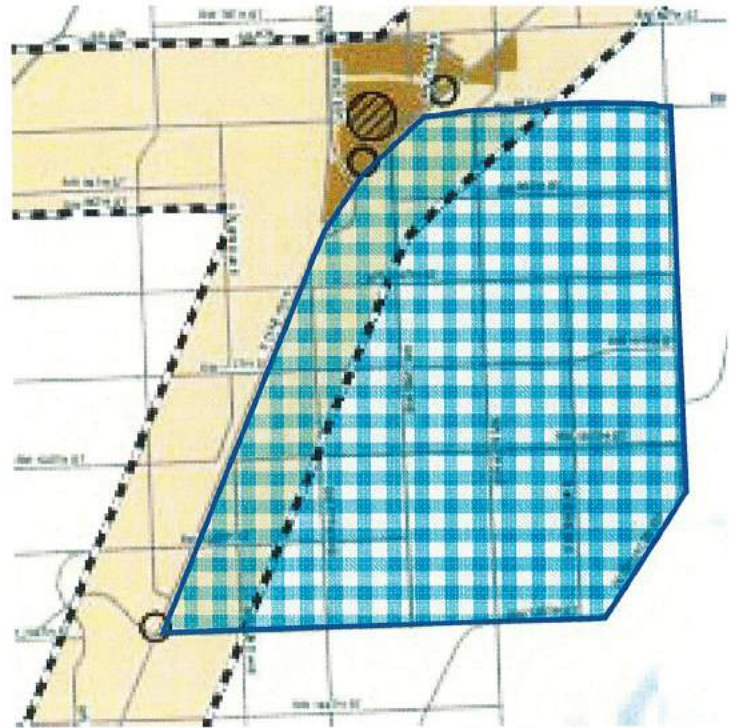
## In Practice - Pinecrest

### 60 DU/Acre Within ¼ Mile of Busway

- 3.80 miles X .25 miles = 0.95 square miles
- 0.95 square miles X 640 acres per square mile = 608 acres
- 608 acres X 60 DU/Acre = 36,480 Dwelling Units

### 36 DU/Acre Between ¼ and ½ Mile of Busway

- 3.80 miles X .25 Miles = 0.95 square miles
- 0.95 square miles X 640 acres per square mile = 608 acres
- 608 acres X 36 DU/acre = 21,888 Dwelling Units



# In Practice - Pinecrest

## Dwelling Units - Impact within Corridor

- 21,888 Dwelling Units + 36,480 Dwelling Units = 58,368 Dwelling Units
- Current Estimate = 1,672 Dwelling Units
- Increase in Dwelling Units from 1,672 to 58,368 (56,696) = 3,391% Increase

## Dwelling Units - Remainder of Village

- 4,800 Acres Total – 1,216 Acres in ½ Mile RTAC = 3,584 Acres
- 3,584 Acres X 1.375 DU/Acre = 4,928 Dwelling Units

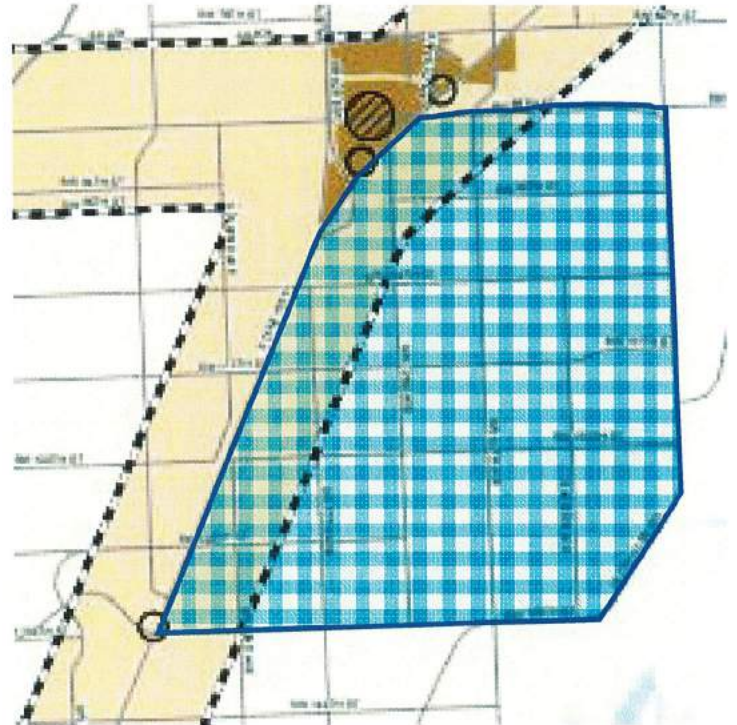
## Dwelling Units - Impact Village Wide

- 58,368 DU in RTAC + 4,928 Remainder = 63,296 Dwelling Units
- Increase in Dwelling Units from 6,600 to 63,296 = 56,696 DU Increase (859% Increase)

## Population

- Increase in Population from 18,619 (2020) to 178,495 = 159,876

Population Increase (859% Increase) - Note: 63,296 DU X 2.82 persons per DU = 178,495 Persons



## What's Their Goal?

- Cities to Adopt Their Zoning Rules
- To Fund Rapid Operations and Maintenance of Rapid Transit
- To Increase Ridership to Support Rapid Transit, and Justify Metrorail





## Things To Think About

- Does Each Individual City Want to Be Transit Supportive?
  - To What Extent?
- If Not, What Then





## What Can We All Agree On

- No Preemption?
- Individual Density Increases in Station Areas, and Not On Corridors?
- If a TIF, Only From County Portion?



## Next Steps

- Agree on the Facts
- Develop Draft Set of Recommendations
- Present to Full Board
- Done By 8/1



## Potential Recommendations

- Drop the Initiative and Work With Municipalities to Develop Municipal Transit Oriented Land Use and Zoning, that Fit the Character of the Individual Cities.
- Focus on Station Areas, not Corridors
- Work to Contribute Edits
  - Currently broad concepts, since there is much confusion.
  - Next round potentially more substantive actual language
- County to Assist with Funding the Studies for the Comp Plan and Zoning Code Rewrites

Approved \_\_\_\_\_ Mayor

Agenda Item No.

Veto \_\_\_\_\_

Override \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE RELATING TO THE FIXED-GUIDEWAY RAPID TRANSIT SYSTEM-DEVELOPMENT ZONE IN THE INCORPORATED AND UNINCORPORATED AREAS; AMENDING CHAPTER 33C OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA (CODE); PROVIDING FOR EXPANSION OF THE RAPID TRANSIT ZONE TO INCLUDE ALL EXISTING METRORAIL CORRIDORS, THE EXISTING PALMETTO AND DOLPHIN METRORAIL STATIONS, THE MIAMI INTERMODAL CENTER, THE SOUTH DADE BUSWAY, ALL PLANNED SMART PLAN CORRIDORS, AND CERTAIN PROPERTIES ADJACENT OR NEARBY THERETO; CREATING THE SMART CORRIDOR SUBZONE OF THE RTZ DISTRICT; PROVIDING USES, REGULATORY FRAMEWORK, SITE PLAN REVIEW STANDARDS, AND PROCEDURES FOR ZONING APPROVAL IN THE SMART CORRIDOR SUBZONE; AMENDING PROCEDURES FOR OTHER SUBZONES AND NON-METRORAIL DEVELOPMENT AREAS BASED ON SMART CORRIDOR SUBZONE PROCEDURES; AMENDING SECTION 33-314; PROVIDING FOR COUNTY COMMISSION JURISDICTION OVER SMART CORRIDOR SUBZONE APPLICATIONS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

**WHEREAS**, the Rapid Transit Zone and the RTZ zoning district over which the County exercises regulatory and other jurisdiction pursuant to chapter 33C should be amended to include all existing Metrorail corridors not already defined in chapter 33C, the existing Palmetto and Dolphin Stations, the Miami Intermodal Center, the South Dade Busway, the SMART Plan corridors, and certain County-owned properties adjacent or nearby thereto; and

**WHEREAS**, this Board also wishes to create a new subzone, named the SMART Corridor Subzone, to provide default development standards for all new lands being included within the



RTZ District in this ordinance and in any future expansions of the Rapid Transit Zone and to provide a default procedure to consider applications for development in the RTZ district; and

**WHEREAS**, the new SMART Corridor Subzone application procedures recognize that the County's rapid transit system is a regional asset that benefits all residents and visitors throughout Miami-Dade County and therefore calls for the County, as the central metropolitan government, to maintain greater regulatory control over development

**WHEREAS**, to provide for certainty and consistency for all development applications within the RTZ district, the procedures for all existing subzones are also being amended to instead use the new SMART Corridor Subzone applications procedures,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:**

**Section 1.** Chapter 33C of the Code of Miami-Dade County, Florida is hereby amended as follows:<sup>1</sup>

**Chapter 33C – RAPID TRANSIT SYSTEM—  
DEVELOPMENT ZONE**

\* \* \*

**Sec. 33C-2. Rapid Transit Zone: definitions; designation of lands included; County jurisdiction; municipal services; occupational license taxes >> municipal impact fees<<.**

(A) *Definitions.* Terms used throughout this article shall take their commonly accepted meaning unless otherwise defined in Chapters >>18A<< ~~[[18-A]]~~, 28, or 33. Terms requiring interpretation specific to this article are as follows:

\* \* \*

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<sup>1</sup> Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.



>>(14) Workforce housing unit or WHU shall be as defined in section 33-193.6.<<

- (B) *Designation of lands included in the Rapid Transit Zone.*
- (1) The Board of County Commissioners hereby designates as, and includes within, the Rapid Transit Zone all land areas (including surface, subsurface, and appurtenant airspace) shown on the following exhibits bearing the following effective dates, certified by the Clerk of the Board as a portion of this chapter, incorporated herein by reference, and transmitted to the custody of the Department: Exhibit 1, July 31, 1998; Exhibits 2 through 9 and Exhibits 11 through 16, July 13, 1979; Exhibit 10, May 26, 1983; Exhibit 17, February 13, 2014; Exhibit 18, February 1, 2020; Exhibit 19, February 1, 2020; Exhibit 20, December 27, 2019; Exhibit 21, June 12, 2020; ~~[[and]]~~ Exhibits 22(A) and 22(B), >>April 30<< ~~[[March 26]]~~, 2021>>; and Exhibits \_\_\_\_\_, [insert effective date of this ordinance]<<.

\* \* \*

- (C) *Jurisdiction of County.* For lands included within the Rapid Transit Zone pursuant to subsection (B) above, jurisdiction over the following, all of which relate to the uses expressly authorized in this chapter, shall be and is hereby vested in Miami-Dade County regardless of any municipal code, charter, or ordinance provisions to the contrary >>, except as specifically provided in this chapter<<:

- (1) Regulatory decisions, including, but not limited to: comprehensive planning; district boundary changes, special exceptions, variances, unusual uses, site plan approvals, and other zoning approvals; historic preservation; compliance with environmental regulations; issuance of building permits; building inspections; construction-related fire permits and inspections, but not fire suppression or fire rescue services or annual inspections for fire safety; compliance with the Florida Building Code and the Florida Fire Prevention Code; issuance of certificates of occupancy; building or zoning moratoria; subdivision approvals; and all other types of planning, zoning, subdivision, or building functions

or other functions typically performed by departments, boards, or other entities that review or issue development permits or development orders.

- (2) Water and sewer installations.
- (3) Street maintenance (including sidewalks and bicycle paths where applicable).
- (4) Utility regulation.

\* \* \*

>>(F) Reservation of municipal impact fees. The uses provided in this chapter shall, where established within a municipality, be subject to payment of impact fees established by municipal ordinance and collected by a municipality for such uses, to the extent such municipal impact fees are not duplicative of impact fees collected by Miami-Dade County.<<

**Sec. 33C-3. Rapid Transit Zone (RTZ) District>>; land development regulations; SMART Corridor Subzone; review and approval procedures<<.**

(A) *Zoning Designation.* All lands subject to this chapter shall be assigned to the zoning district named "Rapid Transit Zone (RTZ) District" and, if applicable, to the appropriate subzone identified in this chapter.

\* \* \*

(B) *Uses.* No land, body of water, or structure shall be used or permitted to be used, and no structure shall be hereafter erected, constructed, reconstructed, moved, structurally altered, or maintained for any purpose in the Rapid Transit Zone (RTZ) District, except as provided in this chapter.

\* \* \*

>>(C) SMART Corridor Subzone: additional permitted uses and development standards. Except where (i) assigned to a specific subzone in this chapter, (ii) included within an urban center or urban area district pursuant to chapter 33, or (iii) provided for otherwise in this chapter, all lands within the RTZ District and outside of the RTCSAs and RTCBPA shall be assigned to the SMART Corridor Subzone and shall

be governed by the development standards set forth in this subsection and the procedures set forth in subsection (E).

- (1) *Applicability to municipalities.*
- (a) Except as provided in this section and section 33C-5, and notwithstanding section 33C-2 regarding County jurisdiction, for properties within the SMART Corridor Subzone that are located within a municipality, the applicable municipality may continue to exercise jurisdiction over regulatory decisions, water and sewer installations, street maintenance, and utility regulation to the extent it otherwise exercises jurisdiction over those functions.
  - (b) Where the applicable portion of the SMART Corridor Subzone is located within a municipality, the provisions of this section shall be a minimum standard.
  - (c) A municipality may, by ordinance, adopt:
    - (i) its own development standards, provided that such standards require at least as much density of residential development and intensity of non-residential development as is provided herein; and
    - (ii) its own procedures for review and approval of zoning applications, subject to the minimum requirements set forth in subsection (E).
  - (d) A municipality that adopts an ordinance adopting development standards, procedures, or both shall submit such ordinance to the County Mayor or County Mayor's designee within 30 days of adoption.
  - (e) A municipality that does not adopt its own standards or procedures shall be responsible for administering and enforcing the provisions of this section within the SMART Corridor Subzone.
- (2) *Additional permitted uses.* The following categories of additional uses shall be permitted in the SMART Corridor Subzone, either alone or in horizontal or vertical mixed-use developments, as defined in 33-1.



Except where otherwise specified herein, uses shall be as defined in section 33-284.83(B).

- (a) Accommodation uses.
  - (b) General retail/personal service establishments.
  - (c) Professional business offices.
  - (d) Residential uses, including group residential homes subject to requirements for the MC category.
  - (e) Entertainment uses, except adult entertainment.
  - (f) Food/beverage establishments.
  - (g) Rental car facilities.
  - (h) Commercial parking garages and surface parking lots.
  - (i) Institutional uses, including civic uses, colleges and universities, child-care facilities, religious facilities, and schools (K-12).
  - (j) Health care services, except hospitals.
  - (k) Public parks and open spaces.
  - (l) Industrial uses as permitted in section 33-259, subject to the following requirements:
    - (i) Prior to being added to the RTZ District, the property on which an industrial use is proposed was designated on the land use plan or zoned for industrial uses; and
    - (ii) The proposed industrial use is mixed with one or more other allowed uses, either in vertical or horizontal mixed-use developments.
  - (m) Other similar uses, as determined by the Director.
- (2) Workforce housing requirement. All residential or mixed-use developments with more than 4 residential units shall provide a minimum of 12.5 percent of their units as workforce housing units on the site of the proposed development.
- (3) Density and building height. The CDMP provides different policies for development density and intensity for different areas within the SMART Corridor Subzone. In accordance with those

policies, the maximum density and building height allowed shall be as set forth in the following tables:

(a) For properties located within the radius of an urban center as designated on the CDMP Land Use Plan map:

(i) The following table applies:

<u>CDMP Urban Center Designation</u>	<u>Maximum Allowed Density (Units per Acre)</u>	<u>Maximum Allowed Height (Stories)</u>
<u>Community</u>	<u>125</u>	<u>15</u>
<u>Metropolitan</u>	<u>250</u>	<u>25</u>
<u>Regional</u>	<u>500</u>	<u>Note 1</u>

Note 1: Maximum allowed height determined by Miami-Dade Aviation (MDAD)

(ii) Floor area ratio is not limited.

(b) For properties located within a Rapid Transit Activity Corridor but outside the radius of a designated urban center:

(i) The following table sets forth the range of densities and heights that may be permitted pursuant to the CDMP, depending on a property's location:

<u>Mixed-Use Developments Located Within:</u>	<u>Maximum Allowed Density (Units per Acre)</u>	<u>Floor Area Ratio Range</u>	<u>Maximum Allowed Height (Stories)</u>
<u>One-quarter mile of RTAC</u>	<u>60</u>	<u>Up to 2.0</u>	<u>6</u>
<u>Between one-quarter mile and one-half mile of RTAC</u>	<u>36</u>	<u>Up to 1.5</u>	<u>6</u>
<u>Between one-half mile and one mile of RTAC</u>	<u>18</u>	<u>Up to 1.25</u>	<u>6</u>

(ii) Additional density, floor area ratio, and height may be available in accordance with the applicable CDMP Land Use Plan map designation. In that event, maximum height shall be as set forth in section



33-493(2) for the Mixed-Use  
Corridor District (MCD).

- (4) *Building Placement Standards and General Requirements.*
- (a) The building placement standards and general requirements applicable to the MCD, as set forth in section 33-493(3) and (4), shall govern.
  - (b) In addition, all proposed developments shall provide connections via bridges, paths, sidewalks, or a combination of such features to adjacent or nearby rapid transit stations or systems.
- (5) *Greater density or intensity recognized.* Notwithstanding any other provision to the contrary, where the applicable County or municipal comprehensive plan or land use plan map designation would permit greater allowances for density, height, floor area ratio, or combination thereof than is provided in this chapter, the subject property may be developed in accordance with such greater allowances.
- (6) *Signs.* Signs shall be in accordance with section 33-284.87.
- (D) *Review and approval procedures for development in SMART Corridor Subzone in unincorporated area.* Except as provided in section 33C-5, and notwithstanding any other provisions in this chapter or chapter 33 to the contrary, all proposed development within the SMART Corridor Subzone shall be reviewed in accordance with the following procedures:
- (1) *Initial Review.* The first step shall be the filing of an application for a special exception for a general development plan, in accordance with the following:
    - (a) *Pre-application Conference.* The applicant shall participate in at least one pre-application conference coordinated by the Department, including representatives of the

departments and agencies identified in section 33-303.1(A)(1) to (9).

- (b) Following the pre-application conference, civic uses that are governmental facilities as defined in section 33-303(b)(1), may be approved in accordance with the procedures for approval of governmental facilities set forth in section 33-303.
- (c) *Application for public hearing.* Following the pre-application conference, a request to approve additional permitted uses enumerated in subsection (C)(1) above, except civic uses to the extent provided above, shall be made by filing an application with the Department in accordance with section 33-304. Said application shall be considered a special exception for a general development plan to be considered and acted upon directly by the Board of County Commissioners pursuant to the development regulations established in this section and section 33-314. Applications shall be subject to the procedures set forth in chapter 33, article XXXVI.
- (d) *Required exhibits.* The following exhibits shall be submitted with the application:
- (i) Written exhibits: a narrative describing the properties to be included within the site plan, vision statement, consistency with the intent and purpose of these regulations, statement of conformance with the these regulations, overall size and location, relevance to the region, connection to the surrounding urban context and rapid transit system, economic impact on the local economy, and any additional information necessary to explain the development.
  - (ii) Graphic exhibit(s): a plan depicting the property(ies) to be included in the

subzone, the roadway network surrounding the property(ies), the pedestrian connections to the rapid transit system, size and folio of each subject property, and any additional information specified at the pre-application conference to evaluate the character and impact of the proposed development.

- (2) Final Review - Administrative Site Plan Review. Final review for all or a portion of the development within the SMART Corridor Subzone shall be considered administratively by the Department through an application for administrative site plan review (“ASPR”) in accordance with section 33-284.88, except that the required dimensioned site plans shall include the following additional information:
- (a) Floor Area Ratio.
  - (b) Total square footage for each use by type, as applicable (i.e. residential uses, office uses).
  - (c) Total number of residential units, including identifying the number of affordable or workforce housing units where applicable.
  - (d) Existing and proposed fences, walls, architectural accents, or street furniture, if applicable.
  - (e) Vehicular and pedestrian circulation systems, including connection(s) to existing or proposed roadway and sidewalk system and connections via bridges, paths, sidewalks, or a combination thereof to adjacent or nearby rapid transit stations or systems.
  - (f) Total number of parking spaces required and provided.
  - (g) Location of space for storage and collection of solid waste and recyclable material.
  - (h) Proposed grades, if significantly altered.
  - (i) Sketches of design elements to be used for buffering surrounding uses, if applicable.
  - (j) Development phase lines.
  - (k) For floor plans and elevations, provide isometrics or perspectives. For residential



- uses, provide floor plans and elevations for typical units.
- (1) The Director may waive any of the required items required because of the nature or timing of the development or because the information cannot reasonably be furnished at the time of review.
- (3) Modifications to an approved general development plan or conditions thereto shall also be subject to the foregoing procedures.
- (E) Review and approval procedures for development in SMART Corridor Subzone in incorporated areas; appeal to the Board of County Commissioners. All zoning inquiries and applications for zoning action for properties within the SMART Corridor Subzone that are located within a municipality shall be submitted to and reviewed by the applicable municipality. Except as provided in section 33C-5, applications for development pursuant to this chapter, or for modifications to an approved plan or conditions thereto, shall be processed in accordance with the following:
- (1) Initial review by municipality. An application for special exception for a general development plan, or modification to an approved plan or conditions thereto, shall be reviewed in accordance with the procedures set forth in subsection (D) for initial review.
- (2) Appeal to the Board of County Commissioners – initial review.
- (a) Notwithstanding any provision of chapter 33, this chapter, or applicable municipal regulation to the contrary, any aggrieved or adversely affected party may appeal the municipality’s final decision on initial review of an application for special exception for a general development plan to the Board of County Commissioners.
- (b) Appeal applications shall be noticed and heard in accordance with article XXXVI of chapter 33 and shall be considered de novo.
- (c) The Board of County Commissioners may affirm, modify, or reverse the decision of the municipality.

- (i) The decision to affirm the municipality may be by majority vote of all members present.
    - (ii) The decision to modify or reverse the municipality shall require the affirmative vote of two-thirds of all members present.
  - (d) The decision by the Board of County Commissioners shall be the final decision on the subject application, and upon such decision becoming final in accordance with the County's rules and regulations, it may only be reviewed by a court of competent jurisdiction.
- (3) *Final review by municipality.*
  - (a) An application for final review shall be reviewed in accordance with the ASPR procedures set forth in subsection (D).
  - (b) Any aggrieved or adversely affected party may appeal the final decision of a municipality on final review to the Board of County Commissioners. Such appeals shall be governed by paragraph (2) above.
- (4) *Alternative procedures adopted by municipal ordinance.* A municipality may, by ordinance, adopt its own procedures for review and approval of zoning applications in the SMART Corridor Subzone, provided that any such ordinance requires:
  - (a) At least one quasi-judicial public hearing on the application; and
  - (b) That final quasi-judicial decisions and final administrative decisions on applications related to the SMART Corridor Subzone may be appealed to the Board of County Commissioners in accordance with this subsection (E).
- (F) *Application for special exceptions, unusual uses, and variances.* Applications for special exceptions (other than for a general development plan or modifications to an approved plan or conditions thereto), unusual uses, and variances from the requirements of this section shall be to



the Rapid Transit Developmental Impact Committee in accordance with section 33C-6.

- (G) Platting. Separate parcels located within the SMART Corridor Subzone shall not be deemed a subdivision and shall be exempt from the platting requirements of chapter 28 where the parcels are made subject to a unity of title or covenant in lieu of unity of title that satisfies the requirements set forth in section 33-257, as determined in the discretion of the Director and the County Attorney as provided therein for the unincorporated area or, in the incorporated areas, of their municipal equivalents.
- (H) Conflicts. The development review procedures, standards, and criteria set forth in this section shall govern in the event of conflicts with other zoning, subdivision, or landscape regulations of this code, applicable municipal code, or with the Miami-Dade County Public Works Manual.<<

\* \* \*

**Sec. 33C-4. Rapid Transit Zone (RTZ) District: general processes for >>certain<< stations and subzones >>outside of the SMART Corridor Subzone<<[[reated prior to April 8, 2014]].**

- (A) Process within incorporated areas subject to a land use plan adopted pursuant to SADD Program. Except where provided for otherwise in this chapter, the following process shall govern development within lands subject to a land use plan approved through the Station Area Design and Development Program prior to March 15, 2008>>, and not included within an urban center or urban area zoning district pursuant to chapter 33<<.
- (1) >>Previously adopted SADD Program<< [[Onee adopted, said]] land use plans shall control all public actions involving or affecting land use or development, including action on applications for zoning relief >>, except as provided in paragraph (2) below<<.
- (2) [[Amendments to said Master Land Use Plans shall be subject to the procedures applicable to the initial adoption of such land use plans.]] >>Notwithstanding any other provisions of this code or municipal ordinances or resolutions to the

contrary, the Board of County Commissioners may supersede any previously adopted SADD Program land use plan by:

- (a) Approving an application for special exception for a general development plan in accordance with the development standards and procedures for review and approval of development in the unincorporated area within the SMART Corridor Subzone, as set forth in section 33C-3, or in accordance with the development standards and procedures of another applicable subzone as set forth in this chapter; or
  - (b) Including the subject property in an urban center or urban area district pursuant to chapter 33.<<
- (3) >>Where the applicable SADD Program land use plan is not superseded as provided in paragraph (2), applications<< [[Applications]] for a site plan approval>>, special exception (other than for a general development plan or modification to an approved plan or conditions thereto), or unusual use pursuant to such SADD Program land use plan,<< [[and other related zoning actions under a Master Land Use Plan that was approved by a municipality,]] and applications for variances or other zoning relief from the requirements of any such >>SADD Program land use plan<< [[Master Land Use Plan or for any other zoning action on land within this area]], shall be considered by the Rapid Transit Developmental Impact Committee >>(RTDIC)<< in accordance with the procedures set forth in section 33C-6 under the standards and requirements established by such plan[[, upon receipt of the recommendations of the Department and DTPW]].
- (4) Decisions of the >>RTDIC<< [[Rapid Transit Developmental Impact Committee]] upon such applications shall be subject to appeal to the Board of County Commissioners in accordance with [[the requirements of]] section 33-314.
- (5) It shall be the duty of the Clerk of the Board of County Commissioners to immediately transmit to the relevant municipality a certified copy of the >>RTDIC's<< [[Rapid Transit Developmental



~~Impact Committee's]]~~ and the County Commission's actions pursuant to this subsection.

- (6) An aggrieved party may seek judicial review of the County Commission's action in accordance with section 33-316.

(B) *Process for City of Miami >>for certain areas<<*.

- (1) Whenever uses authorized by this chapter are proposed within portions of the Rapid Transit Zone located within the City of Miami that, as of March 15, 2008, were not subject to a land use plan approved by the City through the >>SADD<< ~~[[Station Area Design and Development]]~~ Program and are not designated as RTCSA, RTCBPA, or as part of a specific subzone, the master plan development standards set forth in section 33C-8 shall control such proposed uses >>unless the County Commission supersedes these standards in accordance with subsection (A)(2) above<<.

- >>(2) Except as provided otherwise in this chapter<< ~~[[Notwithstanding any other provisions to the contrary]]~~, development within and around the Allapattah, Civic Center, Culmer, Vizcaya, Coconut Grove, and Douglas Road Metrorail Stations shall be governed by >>the development standards set forth in<< section 33C-8.

- (2) ~~*Downtown Intermodal District Corridor.*~~ Notwithstanding any other provision of this code to the contrary, whenever uses authorized by section 33C-3(B)(4) are proposed within the Downtown Intermodal District Corridor Subzone of the Rapid Transit Zone as designated in section 33C-9 herein, the ~~[[procedures and]]~~ development standards adopted pursuant to section 33C-9 shall control.

- (3) ~~*Brickell Station Subzone.*~~ Notwithstanding any other provision of this code to the contrary, whenever uses authorized by section 33C-3(B)(4) are proposed within the Brickell Station Subzone of the Rapid Transit Zone as designated in section 33C-10 herein, the ~~[[procedures and]]~~ development standards adopted pursuant to section 33C-10 shall control.

- (4) ~~*Government Center Subzone.*~~ Notwithstanding any other provision of this code to the contrary, all development within the Government Center Subzone shall be governed solely by section 33C-11.

- (5) ~~Historic Overtown/Lyric Theatre Subzone.~~ Notwithstanding any other provision of this code to the contrary, whenever uses authorized by section 33C-3(B)(4) are proposed within the ~~Historic Overtown/Lyric Theatre Subzone~~ as designated in section 33C-12 herein, the ~~[[procedures and]]~~ development standards adopted pursuant to section 33C-12 shall control.
- (6) ~~Santa Clara Subzone.~~ Notwithstanding any other provision of this code to the contrary, whenever uses authorized by section 33C-3(B)(4) are proposed within the ~~Santa Clara Subzone~~ as designated in section 33C-14 herein, the ~~[[procedures and]]~~ development standards adopted pursuant to section 33C-14 shall control.
- (7) ~~Metromover Subzone.~~ Notwithstanding any other provision of this code to the contrary, whenever uses authorized by section 33C-3(B)(4) are proposed within the ~~Metromover Subzone~~ as designated in section 33C-15 herein, the ~~[[procedures and]]~~ development standards adopted pursuant to section 33C-15 shall control.]]

**Sec. 33C-5. - Rapid Transit Zone (RTZ) District: pending regulatory applications, existing zoning district regulations, and non-conformities.**

- (A) *Pending applications.* Notwithstanding any provision to the contrary, an applicant with an active application that would be subject to this chapter but that was filed with a municipality or the County prior to the subject property being included in the Rapid Transit Zone may continue under the pending process until the application is decided or the permit is closed, including issuance of any final certificates of occupancy for building permits.
- (1) Once the pending process is concluded, all future applications shall be subject to the County's jurisdiction as set forth in section 33C-2.
  - (2) Uses or structures established in accordance with such a pending application shall be subject to the provisions in this section regarding existing zoning designations and nonconformities.
- (B) *Existing zoning designations; administrative site plan review required.* Until a special exception or other zoning



approval for development is approved pursuant to this chapter, lands within the RTZ District shall remain subject to the applicable County or municipal zoning district regulations that existed prior to inclusion in the RTZ District, in accordance with the following:

- (1) >>Administration of prior regulations.
  - (a) For properties included in the RTZ District as of April 30, 2021, all<< [[A#]] such prior regulations shall be administered by the County pursuant to its regulatory jurisdiction as set forth in this chapter.
  - >>(b) For properties added to the RTZ District after April 30, 2021, all such prior regulations, including applications for special exceptions, unusual uses, or variances, shall continue to be administered by the County or by the municipal zoning authority, as applicable. It is provided, however, that no change in zoning district shall be approved, and that any such application shall instead be considered as an application for a special exception for a general development plan pursuant to section 33C-3.<<
- (2) Notwithstanding any such prior regulations or other provisions to the contrary, >>for properties included in the RTZ District as of April 30, 2021,<< no applications for development permits or development orders on undeveloped land shall be approved until the Department has approved a site plan following administrative site plan review in accordance with section 33-284.88 and the following additional requirements:
  - (a) The Department determines that the site plan maximizes density or intensity to the greatest extent practicable, to further the purpose of this chapter to coordinate land uses with transportation facilities.
  - (b) DTPW certifies that approval of the application will not have an adverse impact upon a material element of the Rapid Transit System. DTPW shall, with respect to any application for which certification is refused, provide a detailed written explanation supporting the refusal to certify and



specifying the corrective actions, if any, which would lead to certification.

- (3) Notwithstanding any such prior regulations or other provisions to the contrary, >>for properties included in the RTZ District as of April 30, 2021,<< no applications for development permits or development orders to modify existing development or vested development approvals shall be approved until:

- (a) The Department has determined that the proposed modification complies to the greatest extent practicable with the purpose and requirements of this chapter to coordinate land uses with transportation facilities; and
- (b) DTPW issues the certification required in paragraph (2)(b) above.

- (4) Denial of an application pursuant to this section may be appealed to the Board of County Commissioners in accordance with section 33-314 for appeals of administrative decisions.

>>(5) Notwithstanding any other provisions to the contrary, the following shall not be subject to the procedures set forth in paragraphs (2) and (3) above:

- (i) properties that are zoned for no more than, or are developed with, single-family or two-family residences; and
- (ii) properties that are added to the RTZ District after April 30, 2021.<<

- (C) *Non-conforming lots, uses, and structures.*

>>(1)<< Upon approval of a zoning application pursuant to this chapter, legally established lots, uses, and structures that do not conform to the requirements of this chapter, including approvals granted pursuant to subsections (A) and (B) above, shall be deemed nonconforming and shall be subject to section 33-284.89.2.

>>(2)<< Notwithstanding any other provisions to the contrary, a non-conforming development may be expanded by any amount to provide a mixed-use development, and in that event, only the new mixed-use development shall be subject to the requirements of this chapter.

**Sec. 33C-6. - Rapid Transit Developmental Impact Committee.**

- (A) There is hereby established a Rapid Transit Developmental Impact Committee (RTDIC).
- (1) The RTDIC shall be composed of:
- (a) two representatives of the Department, which shall be a combination of either the Director, the Assistant Director for zoning, or the DERM Director;
  - (b) a Director or Assistant Director of DTPW, MDR, WASD, and PROS;
  - (c) the Secretariat of the TPO;
  - (d) the County Mayor or designee; and
  - (e) two representatives selected by the applicable municipality when the subject property is located within >>a municipality<< ~~[[one of the following municipalities: City of South Miami, City of Coral Gables, City of Miami, and the City of Hialeah]].~~
- (2) Each member may assign staff of the respective department to act on the member's behalf as needed.
- (B) ~~[[Notwithstanding any other provisions to the contrary, except as specified within the applicable subzone regulations, for developments located within the Downtown Intermodal District Corridor Subzone established by section 33C-9, the Brickell Station Subzone established by section 33C-10, the Historic Overtown/Lyric Theatre Subzone established by section 33C-12, and the Santa Clara Subzone established by section 33C-14, shall be composed of the representatives identified in paragraphs (A)(1)(a)-(d) above and three representatives from the City of Miami.~~
- (C) The RTDIC shall perform its duties in accordance with the procedures specified in section 33-303.1, unless provided otherwise in this chapter>>, and shall hear only the following applications:
- (1) For properties subject to a previously adopted SADD Program land use plan, applications for a site plan approval, special exception, unusual use, or variance from the requirements of such plan, provided that such application is not accompanied by an application for development pursuant to a

subzone; and

- (2) For properties subject to a subzone, applications for a special exception (except for approval of a general development plan or modification to an approved plan or conditions thereto), an unusual use, or a variance from the requirements of the applicable subzone<<.

>>(C)<<[[~~(D)~~]] Except as expressly provided in this chapter, mailed notice of hearings before the Rapid Transit Development Impact Committee shall be provided in the same manner as hearings on applications filed before the Community Zoning Appeals Board pursuant to section 33-310.

- (1) Mailed notice of the hearing shall also be provided simultaneously to the municipality in which the application site is located.
- (2) Applications shall comply with the procedural requirements of section 33-304.

>>(D) Appeals. Any aggrieved or adversely affected party may appeal a final decision of the RTDIC to the Board of County Commissioners in accordance with section 33-314.<<

~~[[E) Notwithstanding any other provision of this code to the contrary, for the Downtown Intermodal District Corridor Subzone established by section 33C-9, the Brickell Station Subzone established by section 33C-10, the Historic Overtown/Lyric Theatre Subzone established by section 33C-12, and the Santa Clara Subzone established by section 33C-14, notice of meetings before the Rapid Transit Developmental Impact Committee shall comply with the procedures set forth in those respective sections.]]~~

**Sec. 33C-8. - Rapid transit zone district regulations for non-Metrorail development >>around certain stations<< within the City of Miami.**

- (A) *Purpose and intent.* The purpose of these development standards is to provide guidelines governing the use, site design, building mass, parking, and circulation for all non-Metrorail development in the Rapid Transit Zone within the City of Miami >>around the Allapattah, Civic Center, Culmer, Vizcaya, Coconut Grove, and Douglas Road Metrorail Stations,<< with the intent of fulfilling the goals,



objectives and policies of the County's Comprehensive Development Master Plan urban center text. ~~[[Unless specified to the contrary, the Rapid Transit Zone District Regulations supersede all conflicting requirements in Chapter 33 and Chapter 18A of the Code of Miami Dade County.]]~~

\* \* \*

- (B) *Definitions.* Terms used in this section shall take their commonly accepted meaning unless otherwise defined in ~~>>chapters 18A, 28, or 33<< [[Chapter 33 or Chapter 28 of the Code of Miami Dade County]]~~, or already defined herein. Terms requiring interpretation specific to this section are as follows:

\* \* \*

- ~~[(15) *Workforce housing unit or WHU:* A dwelling unit, the sale, rental or pricing of which, in accordance with this article, is restricted to households whose income is within the workforce housing target income range.~~
- ~~(16) *Workforce housing target income range:* Households whose income range is established at 65% up to 140% of the most recent median family income for the County reported by the U.S. Department of Housing and Urban Development as maintained by the Department of Planning and Zoning.]]~~

- (C) *Development Parameters.* The following parameters shall apply to Rapid Transit Zone Station development provided such uses are compatible with transit uses and operations as determined by ~~>>DTPW<< [[the Miami Dade Transit Agency]]~~:

\* \* \*

- (D) *Site Plan Review Standards and Criteria.* The purpose of the site plan review is to encourage logic, imagination, and variety in the design process in an attempt to ensure congruity of the proposed development and its compatibility with the surrounding area. The following site



plan review standards shall be utilized as a guide ~~[[by the Miami Dade Rapid Transit Developmental Impact Committee, the Department, and by the Board of County Commissioners]]~~ in the consideration for ~~>>development approval in the applicable areas.<< [[site plan approval for all Rapid Transit Zone stations:]]~~ All development in the ~~>>applicable area<< [[Rapid Transit Zone]]~~ shall be designed to contribute to the creation of a high-quality pedestrian environment within the zone and along its perimeter and provide direct logistical connections between the transit station and the adjacent neighborhood.

\* \* \*

(E) *Site Review Procedure and Exhibits.* ~~>>Applications for development shall be governed by the procedures for review and approval of development in the unincorporated area within the SMART Corridor Subzone as set forth in section 33C-2(D), which are incorporated by reference herein.<< [[Development proposal shall be submitted and reviewed as provided in Section 33-304, Code of Miami Dade County, and herein:~~

- (1) *Preapplication Conference.* ~~Prior to the filing of an application for site plan approval, the prospective applicant shall schedule a preapplication conference with the Miami Dade County Department of Planning and Zoning for preliminary review of a conceptual development plan. The Department of Planning and Zoning shall notify the Miami Dade Transit Agency, Miami Dade County and affected municipal Departments of Public Works, as well as other Miami Dade County and municipal agencies, as appropriate. Said agencies and departments shall be requested to provide current information about any government planned street improvements, and any street section standards that would be applicable, on streets adjoining the proposed development site. The applicant shall bring to the conference a schematic development plan illustrating fundamentals of the proposed site design and architecture, addressing locations of existing and planned property lines, property ownership, public right of way, streets, transit platform, buildings and open spaces, and other essential elements of the proposed development with~~

sufficient information to demonstrate an understanding of the intent, standards and criteria established in this section.

- (2) *Application Exhibits.* The exhibits listed below shall be submitted with the formal application for site plan review. The Department shall review the application, including these exhibits, for completeness as required to determine compliance with all requirements of this Section. The Director is authorized to waive any of the items required because of the nature or timing of the development or because the information cannot be furnished at the time of this review, provided the Director determines that the information is not necessary to a determination of conformance with the requirements of the Section. The exhibits shall include the following:
- (a) Site plan(s) at a scale of not less than 1 inch equals 60 feet containing the following information:
    - (i) Location of existing and planned streets and curb lines.
    - (ii) Location of lot lines and setbacks.
    - (iii) Location, shape, size, and height, as applicable, of existing and proposed buildings, open spaces, fencing, walls, projections, signage, and landscaping.
    - (iv) Location of on-street and off-street parking, loading facilities, and waste collection areas.
    - (v) Phase lines, if applicable.
    - (vi) Landscape plans, including specification of plant material, location, and size.
    - (vii) Floor plans and elevations of all structures, including total gross square foot area of each floor and all dimensions relating to the requirements of this Section.
    - (viii) Figures indicating gross and net acreage, and area to be dedicated for public right-of-way.
    - (ix) Square footage of each land use and total for the development.

- (x) Total number of dwelling units and hotel guest rooms if applicable.
  - (xi) Amount of building coverage at ground level in square feet and percentage of net lot area.
  - (xii) Amount of open space required and provided, in square feet and percentage of net lot area.
  - (xiii) Number of parking spaces required and provided.
  - (xiv) Locations for loading and unloading of vehicular passengers.]]
- (F) *Conflicts with Other* ~~[[*Chapters and*]]~~ *Regulations*. This ~~>>chapter<<~~ ~~[[*article*]]~~ shall govern in the event of conflicts with other zoning, subdivision, or landscape regulations of ~~>>this code<<~~ ~~[[*the Zoning Code,*]]~~ or with the Miami-Dade Public Works Department Manual.

**Sec. 33C-9. - Downtown Intermodal District Corridor**  
~~>>Subzone<<~~ ~~[[*Sub-Zone*]]~~.

\* \* \*

- (D) ~~>>~~ *Review and approval process for development in DID Corridor Subzone.* Applications for development shall be governed by the procedures for review and approval of development in the unincorporated area within the SMART Corridor Subzone as set forth in section 33C-2(D), which are incorporated by reference herein.~~<<~~ ~~[[*Pre-application conference.*~~ The applicant shall participate in at least one pre-application conference with the Rapid Transit Development Impact Committee (RTDIC) prior to filing the application. The applicant shall provide a general outline of the proposal through schematics and sketch plans including narrative information sufficient for the understanding of the proposed development.
- (E) *Initial Review.*
- (1) Following the pre-application conference, a request for approval of a general site development plan for development within the Downtown Intermodal District Corridor Subzone of the Rapid Transit Zone as provided in subsection 33C-9 herein, shall be



~~made by filing an application with the Rapid Transit Developmental Impact Committee (RTDIC) in accordance with the provisions of Section 33-304. Said application shall be considered a special exception for approval of a general site development plan to be considered and acted upon directly by the Board of County Commissioners pursuant to the development regulations established in Section 33C-9. Applications shall comply with the procedural requirements of Section 33-304 of this code. Within sixty (60) days after the filing of the application, the RTDIC Staff Council shall review the application, and the RTDIC shall issue a recommendation upon such application. The recommendation shall reflect the consensus of the members present. In the event that the City representatives present do not concur with a recommendation for approval, the recommendation shall be for denial. The recommendation shall be transmitted to the Board of County Commissioners for final action. In the event of a recommendation of denial by the RTDIC, approval of the application shall require the affirmative vote of 9 members of the Board of County Commissioners.~~

- (2) ~~*Phased development.*~~ The intermodal characteristics of the DID Corridor Subzone serving the MetroRail, MetroMover, and MetroBus systems may require that the construction of infrastructure to serve future development be completed in phases. Where a phased development is requested, the Board of County Commissioners, in approving a phased site plan, shall specify building footprints, heights, density, intensity, and gross square footage of buildings that are identified on the site plan as future development parameters granted by the Board of County Commissioners. Specific land uses and design details of said future development may be reviewed and approved by the Rapid Transit Developmental Impact Committee in subsequent phases pursuant to the Final Review criteria enumerated herein, provided the development parameters approved by the Board of County Commissioners in the phased site plan are not exceeded and the development regulations set forth



~~herein are met.~~

- (3) ~~Required exhibits for Initial Development. The following exhibits shall be submitted with the application for a general site development plan:~~
- (a) ~~A narrative describing the project's scope, including but not limited to: vision statement, size of project and location, and prominent components of the development; phasing of the development if necessary; scale; relevance to the region; its connection to the surrounding urban context; economic impact on the local economy; design concept(s); significance of the project as a gateway to the community; and any additional information necessary to explain the development.~~
  - (b) ~~Schematic site plan(s) at a scale of not less than one (1) inch equals one hundred (100) feet indicating: prominent structural components of the development; permitted land uses; existing and proposed streets; major points of egress/ingress of the development; public open space locations and area in square feet; floor area ratio; pedestrian circulation; residential density; and square feet of retail, office, institutional, governmental, and other proposed land uses not to exceed the development thresholds contained in the administrative site plan development parameters included herein.~~
  - (c) ~~Information on adjoining and adjacent uses on a plan at a scale no less than one (1) inch equals one hundred (100) feet to indicate the relationship(s) between the proposed development and adjacent areas including, but not limited to: existing land uses and their intensities; densities, vehicular and pedestrian circulation systems, blocks and lots, and unique geographical features.~~
  - (d) ~~Perspectives, isometrics, elevations and~~

~~other drawings illustrating proposed development.~~

- ~~(e) Any additional information specified by the Rapid Transit Development Impact Committee at the pre-application conference to evaluate the character and impact of the proposed development.~~

(F) ~~Final Review.~~

- ~~(1) Final Review for development of the Downtown Intermodal District Corridor Subzone. Following approval of the special exception, final review for all or a portion of the development, including phased development, shall be made and approved administratively by the RTDIC in accordance with plans and documents approved by the Board of County Commissioners. The RTDIC review shall be guided by development standards established in subparagraph 33C 9(F), herein, for an administrative site plan review (ASPR). Applications for modification of a site plan approved pursuant to this section, including applications for approval of a subsequent phase of a previously approved phased site plan, shall be considered and acted upon administratively by the RTDIC without the necessity of public hearing. In the event that the City representatives present do not concur with approval of the application, the decision of the RTDIC shall be for denial. The affirmative vote of 9 members of the Board of County Commissioners shall be required to reverse a decision of denial by the RTDIC.~~
- ~~(2) Notice. Mailed notices of the RTDIC Executive Council meeting shall be accomplished by placing in the United States mail a written notice to all property owners of record, as reflected on the Miami Dade County Property Appraiser's tax roll as updated, within five hundred (500) feet of the subject property. Such mailed notices shall contain general information, including, but not limited to, the date, time and place of the meeting, the property's location (and street address, if available),~~

and nature of the application shall be sent no sooner than thirty (30) days and no later than twenty (20) days prior to the meeting. The property shall be posted no later than twenty (20) days prior to the meeting in a manner conspicuous to the public, by a sign or signs containing information including, but not limited to, the applied for zoning action, application number, and the time and place of the public meeting. The property owner shall be responsible for ensuring that the sign is maintained on the site until completion of the public meeting and for removal of the sign within two (2) weeks following completion of the public meeting. In addition, notice shall be published in a newspaper of general circulation in Miami-Dade County, as follows: a full legal notice, to be published no later than twenty (20) days and no earlier than thirty (30) days prior to the meeting, to contain the date, time and place of the meeting, the property's location and street address, if available.

- (3) ~~Required Exhibits. The following exhibits must be included with an application. It is provided, however, that the Director shall have the authority to waive any of the items because of the nature or timing of the development or because the information cannot be furnished at the time of this review. The application shall be deemed complete if all items in this subsection are included in the application.~~
- (a) ~~Master plan at a scale of not less than 1 inch equals 100 feet, which shall include the following information:~~
- ~~(i) Lot lines and setbacks.~~
  - ~~(ii) Proposed floor area of all permitted uses.~~
  - ~~(iii) Height, size, shape and location of existing and proposed buildings.~~
  - ~~(iv) Location of off-street parking and layouts showing number of parking spaces required and provided.~~
  - ~~(v) Proposed grades if significantly altered.~~
  - ~~(vi) Signage, street and lot lighting, street~~



- ~~(vii) Total number of dwelling units and hotel rooms, if applicable.~~
- ~~(viii) Location and amount of public/private open space required and provided.~~
- ~~(ix) Phase lines, if applicable.~~
- ~~(x) Figures indicating gross and net acreage, and areas to be dedicated for public rights-of-way.~~
- ~~(xi) Vehicular and pedestrian circulation system including blocks, streets, major points of access into and out of the development, pedestrian crosswalks, medians, and on-street parking.~~
- ~~(xii) Location of pedestrian access points, including connections to existing or proposed bridges, roadways, or sidewalk areas.~~
- ~~(xiii) Location of loading facilities, waste collection areas, and other service areas.~~
- ~~(xiv) Locations for loading and unloading of vehicular passengers.~~
- (b) Floor plans and elevations of all structures, including gross square footage of each floor.
- (c) Sections of major structures.
- (d) Isometries or perspectives of the proposed development.
- (e) Landscape plan(s) in accordance with Chapter 18(A), except as modified herein.
- (f) Such other design data as may be specified to satisfy a condition of approval of the Initial Review.

(G)] *Administrative Site plan development parameters.* The following development regulations shall apply to all development within the DID Corridor Subzone.



\* \* \*

>>(E)<<[[~~(H)~~]] *Plan Review Standards*. The purpose of the site development standards is to encourage the creation of development within the Subzone that acts as a significant gateway for and destination to downtown Miami by designing and arranging buildings, public open space, transit and street circulation in a manner that foster round the clock pedestrian-activity, serves the local and regional transit demands of the community and contributes to the urban revitalization of the City of Miami.

\* \* \*

>>(F)<<[[~~(I)~~]] *Platting*. Separate parcels located within the DID Corridor Subzone and made subject to a unity of title or covenant in lieu of unity of title >>in accordance with Section 33-257<< shall not be deemed a subdivision and shall be exempt from the platting requirements of >>chapter<< [[~~Chapter~~]] 28.

>>(G)<<[[~~(J)~~]] *Conflicts*. The development review procedures, standards, and criteria set forth in this >>section<< [[~~Section 33C-9~~]] shall govern in the event of conflicts with other zoning, subdivision or landscape regulations of >>this code or with the Miami-Dade County Public Works Manual<< [[~~the Miami Dade County Code or with the Miami Dade County Public Works and Waste Management Department Manual~~]].

[[~~(K) Amendments. At least six (6) weeks prior to the scheduled public hearing of any amendments to this Section 33C-9, the County shall mail or e-mail a copy of the proposed ordinance to the City Clerk and the City Attorney of the City of Miami. The communication to the City shall include the date of the scheduled public hearing.~~]]

**Sec. 33C-10. - Brickell Station >>Subzone<< [[~~Sub-Zone~~]].**

\* \* \*

(E) >>Review and approval process for development in Brickell Station Subzone. Applications for development shall be governed by the procedures for review and approval of

development in the unincorporated area within the SMART Corridor Subzone as set forth in section 33C-2(D), which are incorporated by reference herein.<< [[Initial Review.

- (1) ~~*Application.*~~ Following the pre-application conference, a request for approval of a general site development plan for development within the Brickell Station Sub-zone, shall be made by filing an application with the RTDIC in accordance with the provisions of Section 33-304. Said application shall be considered a special exception for approval of a general site development plan to be considered and acted upon directly by the Board of County Commissioners pursuant to the development regulations established in this section. Applications shall comply with the procedural requirements of Section 33-304 of this Code.
- (2) ~~*RTDIC recommendation.*~~ Within 60 days after the filing of the application, the RTDIC Staff Council shall review the application, and the RTDIC shall issue a recommendation upon such application. The recommendation shall reflect the consensus of the members present. In the event that the City representatives present do not concur with a recommendation for approval, the recommendation shall be for denial. The recommendation shall be transmitted to the Board of County Commissioners for final action. In the event of a recommendation of denial by the RTDIC, approval of the application shall require the affirmative vote of 9 members of the Board of County Commissioners.
- (3) ~~*Phased development.*~~ Projects within the sub-zone may be constructed in phases, and the construction of public buildings and infrastructure to serve future development may accordingly need to be completed in phases. Where a phased development is requested, the Board of County Commissioners, in approving a phased site plan, shall specify building footprints, heights, density, intensity, and gross square footage of buildings as future development parameters. The RTDIC may review and approve specific land uses and design details of said future development in subsequent phases pursuant to the Final Review criteria enumerated herein, provided that the development parameters approved by the Board of

~~County Commissioners in the phased site plan are not exceeded and that the development regulations set forth herein are met.~~

- ~~(4) *Required exhibits for Initial Development.* The following exhibits shall be submitted with the application for a general site development plan:~~
- ~~(a) A narrative describing the project's scope, including but not limited to: vision statement; the project's consistency with the intent and purpose of these regulations; size of project and location; and prominent components of the development; phasing of the development if necessary; scale; relevance to the region; its connection to the surrounding urban context; economic impact on the local economy; design concept(s); significance of the project as a gateway to the community; and any additional information necessary to explain the development.~~
  - ~~(b) Schematic site plan(s), at a scale of not less than 1 inch equals 100 feet, indicating: prominent structural components of the development; permitted land uses; existing and proposed streets; major points of egress/ingress of the development; public open space locations and area in square feet; floor area ratio; pedestrian circulation; residential density; and square feet of retail, office, institutional, governmental, and other proposed land uses, not to exceed the development thresholds contained in the administrative site plan development parameters included herein.~~
  - ~~(c) Information on adjoining and adjacent uses, on a plan at a scale no less than 1 inch equals 100 feet, to indicate the relationship(s) between the proposed development and adjacent areas including, but not limited to: existing land uses and their intensities; densities, vehicular and pedestrian~~



~~circulation systems, blocks and lots, and unique geographical features.~~

- ~~(d) Perspectives, isometries, elevations and other drawings illustrating proposed development.~~
- ~~(e) Any additional information specified by the RTDIC at the pre-application conference to evaluate the character and impact of the proposed development.~~

~~(F) *Final Review.*~~

- ~~(1) *Final Review for development of the Brickell Subzone.* Following approval of the special exception, final review for all or a portion of the development, including phased development, shall be made and approved administratively by the RTDIC in accordance with the plans and documents approved by the Board of County Commissioners. The RTDIC review shall be guided by development standards established in this section. Applications to modify a site plan approved pursuant to this section, including applications to approve a subsequent phase of a previously approved phased site plan, shall be considered and acted upon administratively by the RTDIC without the necessity of public hearing.~~
- ~~(2) In the event that the City representatives present do not concur with approval of the application, the decision of the RTDIC shall be for denial. The affirmative vote of 9 members of the Board of County Commissioners shall be required to reverse a decision of denial by the RTDIC.~~
- ~~(3) *Notice.*~~
  - ~~(a) Mailed notices of the RTDIC Executive Council meeting shall be accomplished by placing in the United States mail a written notice to all property owners of record, as reflected on the Miami Dade County Property Appraiser's tax roll as updated, within 500 feet of the subject property. Such mailed notices shall contain general~~



information, including, but not limited to, the date, time and place of the meeting, the property's location (and street address, if available), and nature of the application shall be sent no sooner than 30 days and no later than 20 days prior to the meeting.

(b) The property shall be posted no later than 20 days prior to the meeting in a manner conspicuous to the public, by a sign or signs containing information including, but not limited to, the applied for zoning action, application number, and the time and place of the public meeting. The property owner shall be responsible for ensuring that the sign is maintained on the site until completion of the public meeting and for removal of the sign within two weeks following completion of the public meeting.

(c) In addition, notice shall be published in a newspaper of general circulation in Miami-Dade County, as follows: a full legal notice, to be published no later than 20 days and no earlier than 30 days prior to the meeting, to contain the date, time and place of the meeting, the property's location and street address, if available.

(4) *Required Exhibits.* The following exhibits must be included with an application. It is provided, however, that the Director of the Department shall have the authority to waive any of the items because of the nature or timing of the development or because the information cannot be furnished at the time of this review. The application shall be deemed complete if all items in this subsection are included in the application.

- (a) Master plan, at a scale of not less than 1 inch equals 100 feet, which shall include the following information:
- (i) Lot lines and setbacks.
  - (ii) Proposed floor area of all permitted uses.

- (iii) Height, size, shape, and location of existing and proposed buildings.
  - (iv) Location of off-street parking and layouts showing number of parking spaces required and provided.
  - (v) Proposed grades if significantly altered.
  - (vi) Signage, street and lot lighting, and street and lot furniture.
  - (vii) Total number of dwelling units and hotel rooms, if applicable.
  - (viii) Location and amount of open space required and provided.
  - (ix) Phase lines, if applicable.
  - (x) Figures indicating gross and net acreage, and areas to be dedicated for public rights of way.
  - (xi) Vehicular and pedestrian circulation system, including blocks, streets, major points of access into and out of the development, pedestrian crosswalks, medians, and on-street parking.
  - (xii) Location of pedestrian access points, including connections to existing or proposed bridges, roadways, or sidewalk areas.
  - (xiii) Location of loading facilities, waste collection areas, and other service areas.
  - (xiv) Locations for loading and unloading of vehicular passengers.
- (b) Floor plans and elevations of all structures, including gross square footage of each floor.
- (c) Sections of major structures.
- (d) Isometries or perspectives of the proposed development.
- (e) Landscape plan(s) in accordance with Chapter 18(A), except as modified herein.

(f) ~~Such other design data as may be specified to satisfy a condition of approval of the Initial Review.~~

(G)] *Administrative Site plan development parameters.* The following development regulations shall apply to all development within the sub-zone.

\* \* \*

>>(E)<<[(H)] *Plan Review Standards.* The purpose of the plan review standards is to encourage the creation of development within the Brickell Subzone that is consistent with the intent and purposes of these regulations, acts as a significant gateway for and destination to the Brickell area, and facilitates its future growth by designing and arranging buildings, public open space, transit, and street circulation in a manner that fosters around-the-clock pedestrian activity, serves the local and regional transit demands of the community, contributes to the urban revitalization of the City of Miami, and encourages public service, infrastructure, or public benefit components to address the needs of a growing population.

\* \* \*

>>(F)<<[(I)] *Platting.* Separate parcels located within the >>subzone<< [[sub-zone]] and made subject to a unity of title or covenant in lieu of unity of title >>in accordance with Section 33-257<< shall not be deemed a subdivision and shall be exempt from the platting requirements of >>chapter<< [[Chapter]] 28.

>>(G)<<[(J)] *Conflicts.* The development review procedures, standards, and criteria set forth in this >>section<< [[Section 33C-10]] shall govern in the event of conflicts with other zoning, subdivision or landscape regulations of >>this code<< [[the Miami-Dade County Code]] or with the Miami-Dade County Public Works Manual.

[(K) *Amendments.* At least six (6) weeks prior to the scheduled public hearing of any amendments to this Section 33C-10, the County shall mail or e-mail a copy of the proposed ordinance to the City Clerk and the City Attorney of the City of Miami. The communication to the City shall include the date of the scheduled public hearing.]]



**Sec. 33C-11. - Government Center Subzone.**

\* \* \*

(G) *Review and approval process.* >>Applications for development shall be governed by the procedures for review and approval of development in the unincorporated area within the SMART Corridor Subzone as set forth in section 33C-2(D), which are incorporated by reference herein.<< [~~Notwithstanding any other provisions in this chapter, the review procedure for development within the Government Center Subzone shall be as follows:~~

(1) *Initial Review.*

(a) ~~Pre-application Conference. The applicant shall participate in at least one pre-application conference coordinated by the Department with the participation of the members of the Developmental Impact Committee as provided in Section 33-303.1(A)(1) to (9) (the "DIC Lower Council").~~

(b) ~~Following the pre-application conference, the uses enumerated in section 33C-3(B)(2), and civic uses permitted under subsection 33C-11(C)(2) that are governmental facilities as defined in section 33-303(b)(1), may be approved in accordance with the procedures for approval of governmental facilities set forth in section 33-303.~~

(e) ~~Application for public hearing. Following the pre-application conference, a request to approve development of the uses enumerated in subsection 33C-11(C)(2) within the Government Center Subzone, except civic uses to the extent provided above, shall be made by filing an application with the Department in accordance with the provisions of Section 33-304. Said application shall be considered a special exception for a general development plan to be considered and acted upon directly by the~~



~~Board of County Commissioners pursuant to the development regulations established in this section. Applications shall be subject to the procedures set forth in Chapter 33, Article XXXVI.~~

- (d) ~~Required exhibits. The following exhibits shall be submitted with the application:~~
  - (i) ~~Written exhibits: A narrative describing the properties to be included within the site plan, vision statement, consistency with the intent and purpose of these regulations, statement of conformance with these regulations, overall size and location, relevance to the region, connection to the surrounding urban context and rapid transit system, economic impact on the local economy, and any additional information necessary to explain the development.~~
  - (ii) ~~Graphic exhibits: A plan depicting the properties to be included in the subzone, the roadway network surrounding the properties, the pedestrian connections to the Government Center Metrorail Station, size and folio of each property, and any additional information specified at the pre-application conference to evaluate the character and impact of the proposed development.~~
  
- (2) ~~Final Review Administrative Site Plan Review. Following initial review in accordance with the provisions above, final review for all or a portion of the development within this subzone shall be considered administratively by the Department through an application for administrative site plan review ("ASPR") in accordance with the following procedure:~~

- (a) ~~The Department shall review plans, including the exhibits listed below, for completeness and compliance with the applicable provisions of this chapter and for compliance with the site plan review criteria provided herein.~~
- (b) ~~Additionally, all applications shall be reviewed by the County departments that comprise the Lower Council DIC and other relevant County entities for potential impacts on infrastructure and other services resulting from the application. If the application indicates impacts on services and infrastructure provided by any of the foregoing, the applicant shall meet with the affected department or entity to discuss potential mitigation of the impacts and shall submit evidence to the Department of such discussion.~~
- (c) ~~The Director shall issue a final decision within 21 days of the date of submission of the completed application. The applicant shall have the right to extend the 21-day period by an additional 21 days upon request made in writing to the Department. The Department shall have the right to extend the 21-day period by written notice to the applicant that additional information is needed. Denials shall be in writing and shall specifically set forth the grounds for the denial.~~
- (d) ~~Any final decision of the Director may be appealed in accordance with Section 33-314 pertaining to appeals of administrative decisions.~~
- (e) ~~Required Exhibits. The following exhibits must be included with an application. Exhibits shall be prepared by registered architects and landscape architects and shall include the information set forth below. It is provided, however, that the Director may~~

~~waive any of the items required because of the nature or timing of the development or because the information cannot reasonably be furnished at the time of review.~~

- (i) ~~Dimensioned site plans indicating, as a minimum, the following information:~~
  - (a) ~~Lot lines and setbacks;~~
  - (b) ~~Location, shape, size and height of existing and proposed buildings, structures, open spaces/recreational facilities and other physical features that are proposed;~~
  - (c) ~~Floor Area Ratio;~~
  - (d) ~~Total square footage for each use by type, as applicable (i.e. residential uses, office uses), and total number of residential units;~~
  - (e) ~~Existing and proposed fences, walls, architectural accents, or street furniture, if applicable, and building exterior finish material;~~
  - (f) ~~Landscape plans, including total number of trees required and provided, specifications of species of plant material, location, and size in accordance with this section and Chapter 18A;~~
  - (g) ~~Vehicular and pedestrian circulation systems including connections to existing or proposed roadway and~~

~~sidewalk system and locations for loading and unloading of vehicular passengers;~~

~~(h) Location of on-street and off-street parking, including total number of parking spaces required and provided;~~

~~(i) Location of loading facilities;~~

~~(j) Location of space for storage and collection of solid waste and recyclable material;~~

~~(k) Proposed grades if significantly altered;~~

~~(l) Location of backflow prevention devices and connections;~~

~~(m) Indication of any site design methods used to conserve energy;~~

~~(n) Existing and proposed signs, and locations of advertising or graphic features, if applicable;~~

~~(o) Sketches of design elements to be used for buffering surrounding uses, if applicable; and~~

~~(p) Development phase lines.~~

~~(ii) Floor plans and elevations of all structures and other major design elements, providing isometrics or perspectives and, for residential uses, floor plans and elevations for typical units.]]~~

(H) *Platting.* Separate parcels located within the subzone and made subject to a unity of title or covenant in lieu of unity of



title in accordance with Section 33-257 shall not be deemed a subdivision and shall be exempt from the platting requirements of >>chapter<< [[Chapter]] 28.

\* \* \*

**Sec. 33C-12. - Historic Overtown/Lyric Theatre Station Subzone.**

\* \* \*

(D) *Procedures for approval and development standards.* >>Applications for development shall be governed by the procedures for review and approval of development in the unincorporated area within the SMART Corridor Subzone as set forth in section 33C-2, which are incorporated by reference herein.<<

~~[(1) Applications for development in the subzone shall be governed by the pre-application and application procedures and development standards relating to the Brickell Station Subzone, including the requirements for a supermajority vote of the Board in certain circumstances, as set forth in section 33C-10(D), (E), (F), (G), and (H), which are incorporated by reference herein.]~~

~~(2) Notwithstanding the foregoing, County owned properties in the subzone, as identified on Exhibit 20, shall be governed by the pre-application and application procedures and development standards relating to the Government Center Subzone, as set forth in section 33C-11(D), (E), (F), and (G), which are incorporated by reference herein.]~~

(E) *Platting.* Separate parcels located within the subzone and made subject to a unity of title or covenant in lieu of unity of title >>in accordance with Section 33-257<< shall not be deemed a subdivision and shall be exempt from the platting requirements of >>chapter<< [[Chapter]] 28.

\* \* \*

**Sec. 33C-14. - Santa Clara Station Subzone.**

\* \* \*

- (D) *Procedures for approval and development standards.*  
>>Applications for development shall be governed by the procedures for review and approval of development in the unincorporated area within the SMART Corridor Subzone as set forth in section 33C-2, which are incorporated by reference herein.<<

~~[(1) Applications for development in the subzone shall be governed by the pre-application and application procedures and development standards relating to the Brickell Station Subzone, including the requirements for a supermajority vote of the Board in certain circumstances, as set forth in section 33C-10(D), (E), (F), (G), and (H), which are incorporated by reference herein.~~

~~(2) Notwithstanding the foregoing, any County owned properties in the subzone shall be governed by the pre-application and application procedures and development standards relating to the Government Center Subzone, as set forth in section 33C-11(D), (E), (F), and (G), which are incorporated by reference herein.]~~

\* \* \*

- (E) *Platting.* Separate parcels located within the subzone and made subject to a unity of title or covenant in lieu of unity of title >>in accordance with Section 33-257<< shall not be deemed a subdivision and shall be exempt from the platting requirements of >>chapter<< ~~[[Chapter]]~~ 28.

\* \* \*

**Sec. 33C-15. Metromover Subzone.**

\* \* \*

- (D) *Procedures for approval and development standards.*  
Applications for development in the subzone shall be governed by the >>procedures for review and approval of development in the unincorporated area within the SMART Corridor Subzone as set forth in section 33C-2<< ~~[[pre-application and application procedures and development standards relating to the Government Center Subzone, as set forth in section 33C-11(D), (E), (F), and (G)]]~~, which are incorporated by reference herein.

\* \* \*

- (E) *Platting.* Separate parcels located within the subzone and made subject to a unity of title or covenant in lieu of unity of title >>in accordance with Section 33-257<< shall not be deemed a subdivision and shall be exempt from the platting requirements of chapter 28.

\* \* \*

**Section 2.** Section 33-314 of the Code of Miami-Dade County, Florida is hereby amended as follows:

**Sec. 33-314. Direct applications and appeals to the County Commission.**

\* \* \*

- (C) The County Commission shall have jurisdiction to directly hear other applications as follows:

\* \* \*

- (9) Upon application for, hear and decide appeals of decisions of the Rapid Transit Developmental Impact Committee pursuant to chapter 33C.

\* \* \*

- (20) Applications >>for development in the RTZ District, or appeals of municipal decisions regarding such applications, as<< ~~[[for special exception for a general site development plan within the Government Center Subzone or Metromover Subzone of the Rapid Transit Zone, or as otherwise]]~~ provided in chapter 33C.

\* \* \*

**Section 3.** If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

**Section 4.** It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

**Section 5.** This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as  
to form and legal sufficiency:

\_\_\_\_\_

Prepared by:

\_\_\_\_\_

Dennis A. Kerbel

Prime Sponsor: Vice-Chairman Oliver G. Gilbert, III