



REVISED

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, September 27, 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 Walter Fajet
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Presentation by the Woman's Club on the "The Witches of Westward" event on October 23rd and October 24th
- 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) August 30, 2021 – Budget Workshop
 - B) September 13, 2021 – Regular Meeting
- 7. Reports from Boards & Commissions:**
 - A) Board update by Eric Richey, Chair of the Parks and Parkways Advisory Board
 - B) Board update by Wendy Anderson-Booher, Chair of the Ecology Advisory Board

8. Public Hearings:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting The Final Millage Rate For The Fiscal Year Commencing October 1, 2021 And Ending September 30, 2022 In The Amount Of 7.2095 Mills, Which Is The Same As The Roll-Back Rate Of 7.2095 Mills; Announcing The Percentage Increase In Property Taxes; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Final Budget For The Fiscal Year Commencing October 1, 2021 And Ending September 30, 2022; Providing For Expenditure Of Budgeted Funds; Providing For Budgetary Controls; Providing For Grants And Gifts; Providing For Budget Amendments; Providing For Encumbrances; And Providing For An Effective Date

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

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 Professional Services Agreement With Belltower Consulting Group, LLC For Grant Writing Services In An Amount Not To Exceed \$36,000 For An Initial One-Year Term With Up To Four One-Year Option Terms; Providing For A Waiver Of Competitive Bidding; 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, Authorizing The Submission Of A Grant Application To The Florida Department Of Transportation (FDOT) Relating To Transportation Services; Authorizing The Acceptance Of A Grant Award From FDOT, If Awarded; Authorizing The Purchase Of Vehicles And/Or Equipment And/Or Expenditure Of Grant Funds Pursuant To A Grant Award; And Providing For An Effective Date

12. Other Business:

A) Update on Nuisance Abatement Board

13. Reports & Recommendations:

A) City Attorney

- Request for Executive Session reference City of Miami Springs v. Runway Partners LLC

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, September 27, 2021 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

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

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152

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

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

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

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

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

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

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before

delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

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

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Workshop Meeting Minutes

Monday, August 30, 2021, 6:00 p.m.

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

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell
Vice Mayor Bob Best
Councilwoman Jacky Bravo
Councilman Walter Fajet, Ph.D.
Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso
Assistant City Manager Tammy Romero
City Clerk Erika Gonzalez-Santamaria
City Attorney Haydee Sera (via Zoom)
Human Resource Director Bill Collins

- 2. Invocation:** Offered by Councilwoman Jacky Bravo
Salute to the Flag: The audience participated.

- 3. Discussion of budget changes proposed during the first two workshops**

Mr. Alonso updated the City Council with a variety of items for Council's consideration:

1) In Council's budget the \$8,000 set aside for City Events are to be discussed for a possible reduction of \$4,000.

This item was considered by the City Council and this line item was reduced.

2) The request from the River Cities to increase the city donation to \$28,000 for Police and Public Works services by using the unused \$14,000 from the current year. This will be paid on a reimbursement basis as invoices are submitted, there will not be a total upfront payment as in the past. If Council approves, we can rollover the \$14,000 unused from FY20-21 and this will not affect the millage for the FY21-22 budget.

This item was considered by the City Council and this item was approved.

3) Discuss the request from the Historic Society to increase their subsidy from \$6,000 to \$12,500 for FY21-22.

This item was considered by the City Council and this item was approved.

4) Discuss the \$4,220 annual cost of a new marquee for the Circle.

This item was considered by the City Council and this item was not approved.

5) Addition of \$30,000 to the City Attorney budget to update the City's sign code.

This item was considered by the City Council and this item was approved.

6) Request from pelican Playhouse for a \$2,600 increase to their annual subsidy.

This item was considered by the City Council and this item was approved.

7) Adding a full-time grant writer would cost approx. \$70,000 annually with benefits.

This item was considered by the City Council and this item was approved.

8) We removed the \$100,000 for the racquetball court, and will include this project as part of our overall discussion on ARPA projects in the next few weeks after we have some solid numbers to work with.

This item was considered by the City Council and the Council conceded.

9) Added the \$97,850 for the new roofs at the country club and maintenance building, this project is funded through the ARPA grant.

This item was considered by the City Council and the Council conceded.

4. Setting a tentative millage for first public hearing on September 13, 2021

It was general consensus of the City Council to consider the millage rate at \$7.2640 mills at the first public hearing.

5. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:40 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 27th day of September, 2021.*

Maria Puente Mitchell, Mayor

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



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, September 13, 2021 7:00 p.m.

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

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

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Jose Arango

2. **Invocation:** Offered by Vice Mayor Bob Best
Pledge of Allegiance: Audience led the Pledge of Allegiance and Salute to the Flag.
3. **Agenda / Order of Business: None at this time.**
4. **Awards & Presentations: None at this time.**
5. **Open Forum: The following members of the public addressed the City Council: No speakers at this time.**
6. **Approval of Council Minutes:**
 - A) August 16, 2021 – Budget Workshop
 - B) August 23, 2021 – Regular Meeting

Vice Mayor Best moved to approve the minutes of August 16, 2021 Budget Workshop, and August 23, 2021 Regular Meeting. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

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

8. Public Hearings:

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Adopting The Proposed Millage Rate For Fiscal Year 2021-2022 In The Amount Of 7.2760 Mills, Which Is 0.92% Higher Than The Roll-Back Rate Of 7.2095 Mills, To Balance The General Fund For Fiscal Year 2021-2022; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title and explained that the millage rate is set at 7.2760 where the budget would be balanced. He also introduced the tuition reimbursement program developed by Human Resources Director, Bill Collins, which would budget \$30,000 towards the program, and the annual funding amounts can be re-visited each budget year; the program would be on a first come, first served basis until the total funding is exhausted, and each employee would be limited to \$2,500 in annual reimbursement. Mayor Mitchell opened the public hearing; there were no speakers. The public hearing closed.

Vice Mayor Best moved to approve a millage rate of 7.300. Councilman Vazquez seconded the motion, which failed 2-3 on roll call vote. The vote was as follows: Vice Mayor Best and Councilman Vazquez voting Yes; Councilwoman Bravo, Councilman Fajet, and Mayor Mitchell voting No.

Councilman Fajet made a motion to set the millage rate at the rollback rate of 7.2095 mills and to include the tuition reimbursement program as part of the budget, any deficit would be covered by the reserves. Councilman Fajet seconded the motion, which carried 3-2 on roll call vote. The vote was as follows: Councilwoman Bravo, Councilman Fajet, and Mayor Mitchell voting Yes; Vice Mayor Best and Councilman Vazquez voting No.

After approving changes within the budget, the City Manager advised the City Council would have to vote on the Resolution with the new rollback rate. He read the Resolution with the rollback rate of 7.2095 mills.

After discussion, Councilwoman Bravo moved to approve the Resolution with change in millage as the rollback rate of. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Tentative Budget For The Fiscal Year Commencing October 1, 2021 And Ending September 30, 2022; Confirming Date Of Second Public Hearing; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title. Mayor Mitchell opened the public hearing; there were no speakers. The public hearing closed.

Councilwoman Bravo moved to approve the Resolution as read. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

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

A) **Recommendation** – Recommendation by Public Works that Council approve an increase in the amount of \$15,000.00 to the City’s current open purchase order with Sunbelt Hydraulics, utilizing Miami Dade County under contract #FB-00399 (attached), for an overall amount not to exceed \$65,000.00 for parts & repairs on trucks, for the remainder of this fiscal year, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

Assistant City Manager Tammy Romero read the Recommendation by title in the Consent Agenda.

Vice Mayor Best moved to approve the Consent Agenda as read. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

10. Old Business: None at this time.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The South Florida Financial Crimes Strike Force Voluntary Cooperation Mutual Aid Agreement With The Miami-Dade State Attorney’s Office; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title. Police Chief Guzman was present to address any questions from the City Council.

Vice Mayor Best moved to approve the Resolution as read. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A State Appropriation Of \$1,500,000; Approving A State-Funded Grant Agreement With The Florida Department Of Environmental Protection (FDEP) Relating To The East Drive Stormwater And Roadway Improvement Project; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Vice Mayor Best moved to approve the Resolution as read. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

12. Other Business:

A) Report from Councilman Vazquez on the Miami-Dade League of Cities meeting of September 8th with an update on Vice Chair Gilbert's RTZ Plan

Councilman Vazquez explained that he attended a Miami-Dade League of Cities meeting and Commissioner Oliver Gilbert was present and spoke of his proposed Rapid Transit Zone Plan. He stated that the Commissioner is still moving forward with his proposal, and that he has received pushback from many cities, but that increasing density in certain areas is a necessity in order to increase ridership on public transportation. He said it is a process and will be moving forward through various cities and then the County Commission. He also stated that the Commissioner reiterated that he does not want to change single-family neighborhoods, and confirmed that Miami Springs Bird Section and Abraham Tract were off the table.

13. Reports & Recommendations:

A) City Attorney

City Attorney Jose Arango had no report at this time.

B) City Manager

City Manager William Alonso thanked the members of the City Council for attending the 20th Anniversary 9/11 Ceremony on Saturday morning. He advised the City Council of the Haiti donation location, and vaccination locations, dates and times.

C) City Council

Vice Mayor Best thanked the City Manager for having the foresight of the 20th Anniversary ceremony of the 9/11 tragedy. The Vice Mayor thanked Bill Collins, Human Resources Director for the tuition reimbursement program. He also provided an update on the American Legion project for the War Memorial project.

Councilwoman Bravo thanked Police Chief Guzman for his time to do a walkthrough of the Police Department. She thanked the City Manager, Recreation Department and the Police department for the heartfelt 9/11 ceremony on Saturday. She thanked the Mayor for the letter she drafted to Commissioner Oliver Gilbert on the City's position on the RTZ Plan. Councilwoman Bravo thanked Bill Collins, Human Resources Director for the tuition reimbursement program and his contribution. She also announced that the Woman's Club will be hosting "The Witches of Westward" event

October 23rd and October 24th; tickets are available online.

Councilman Fajet thanked the City Manager and City Staff for a moving event on Saturday for the 9/11 ceremony. He also thanked the City Council for coming together to make the best decisions for the City.

Councilman Vazquez stated that he was happy to sit in the Business and Economic Development Task Force meeting last week. He also said that recently someone vandalized the mural on the United Teachers of Dade building, he said that vandalism will not be tolerated in the City. He stated that he visited the new fences on the east side of the City and said it has made a tremendous difference. He also stated that the War Memorial project will soon be accepting donations since a foundation has been established. He introduced his son to the Council, who is attending the meeting as part of an assignment.

Mayor Mitchell stated that the City Council has brought down the tax right in the City this year. She continues to be amazed on how the City assists others, such as the Haiti Relief donation site for needed items, there was a total of three truck loads. She reminded the public of the street naming ceremony for “Woman’s Club Way” on September 23rd at noon.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:31 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 27th day of September, 2021.*

Maria Puente Mitchell, Mayor

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

RESOLUTION NO. 2021 –

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 IN THE AMOUNT OF 7.2095 MILLS, WHICH IS THE SAME AS THE ROLL-BACK RATE OF 7.2095 MILLS; ANNOUNCING THE PERCENTAGE INCREASE IN PROPERTY TAXES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser (“Property Appraiser”) has certified the taxable value within the City of Miami Springs (the “City”) for the year 2021, which includes all real property within the City; and

WHEREAS, on July 22, 2021, the City Council adopted Resolution No. 2021-3925 determining the proposed millage rate for the fiscal year commencing October 1, 2021 and further scheduled public hearings on the millage rate as required by Section 200.065, Florida Statutes, the first hearing to be held on Monday, September 13, 2021 at 7:00 P.M. and the second to be held on Monday, September 27, 2021 at 7:00 P.M., both at City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, Florida 33166; and

WHEREAS, at the initial public hearing on September 13, 2021, the City Council adopted Resolution No. 2021-3931 setting a tentative millage rate of 7.2095 mills; and

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

WHEREAS, the City Council and the City Manager have reviewed the City’s proposed Fiscal Year 2021-2022 Budget, considered an estimate of the necessary expenditures contemplated for in the Budget, and have determined that the final millage rate levy set forth below provides the necessary funds for such expenditures; and

WHEREAS, the City Council, has considered the general public’s comments regarding the final millage rate, has complied with the notice requirements of Florida law, and wishes to adopt the City’s final millage rate to balance the final budget for Fiscal Year 2021-2022.

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

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

Section 2. Adopting Final Millage Rate and Announcing Rolled-Back Rate.
That the City of Miami Spring's final millage rate to be levied for the fiscal year commencing October 1, 2021 and ending September 30, 2022 is hereby fixed at 7.2095 mills per \$1,000.00 of assessed property value, which is the same as the rolled-back rate of 7.2095 mills per \$1,000.00 of assessed property value.

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

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

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

PASSED AND ADOPTED this 27th day of September, 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

RESOLUTION NO. 2021 –

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR BUDGETARY CONTROLS; PROVIDING FOR GRANTS AND GIFTS; PROVIDING FOR BUDGET AMENDMENTS; PROVIDING FOR ENCUMBRANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser (“Property Appraiser”) has certified the taxable value within the City of Miami Springs (the “City”) for the year 2021, which includes all real property within the City; and

WHEREAS, on July 22, 2021, the City Council adopted Resolution No. 2021-3925 determining the proposed millage rate for the fiscal year commencing October 1, 2021 and further scheduled public hearings on the millage rate as required by Section 200.065, Florida Statutes, the first hearing to be held on Monday, September 13, 2021 at 7:00 P.M. and the second to be held on Monday, September 27, 2021 at 7:00 P.M., both at City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, Florida 33166; and

WHEREAS, the City Manager has submitted to the City Council a budget for Fiscal Year 2021-2022 showing estimates of revenues and expenditures, together with the character and object of expenditures and an estimate of all municipal projects pending or to be undertaken; and

WHEREAS, the City Council and the City Manager have reviewed the City’s proposed Fiscal Year 2021-2022 Budget, considered an estimate of the necessary expenditures contemplated for in the Budget, and determined the final millage rate levy to provide the necessary funds for such expenditures; and

WHEREAS, the City Council has considered the general public’s comments regarding the proposed and final budgets, has complied with the notice requirements of Florida law, and wishes to adopt the City’s final budget for Fiscal Year 2021-2022.

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

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

Section 2. **Adopting Budget.** The City's Budget for the fiscal year commencing October 1, 2021 and ending September 30, 2022, is hereby approved and adopted as set in Exhibit "A," attached hereto and incorporated herein ("Budget").

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

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

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

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

Section 7. **Encumbrances.** All outstanding encumbrances on September 30, 2021 shall lapse at that time and all lapsed capital encumbrances shall be re-appropriated in the 2021-2022 Fiscal Year.

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

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

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

PASSED AND ADOPTED this 27th day of September, 2021.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

EXHIBIT A

FINAL BUDGET

FISCAL YEAR 2021-2022

Funds	Revenues & Reserves	Expense Appropriations & Reserves
General Fund	\$19,502,402	\$19,502,402
Special Revenue Funds	\$2,866,640	\$2,866,640
Enterprise Fund	\$2,945,498	\$2,945,498
Debt Service Fund	\$1,684,256	\$1,684,256
TOTALS	\$26,998,796	\$26,998,796



AGENDA MEMORANDUM

Meeting Date: September 27, 2021
To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council
Via: William Alonso, City Manager / Finance Director
From: Tammy Romero, Assistant City Manager
Subject: Grant Writing and Consulting Services

Recommendation:

Recommendation that Council adopt the attached resolution waiving the competitive bid process in the best interests of the City pursuant to Section 31.11(E)(6)(g) of the City Code and approving an agreement with BellTower Consulting Group, LLC (“BellTower”) for an initial one-year term with up to four one-year option terms in an amount not to exceed \$36,000.00 annually (to be paid on a monthly basis in the amount of \$3,000.00) for grant writing services (the “Services”). Funds for the Services were budgeted in the FY 21/22 Budget. The waiver of competitive bid must be passed by a four-fifths majority of the City Council.

Discussion:

The City has not had a Grant Writer since the retirement of the City’s full-time employee in February 2016, whose ending salary was \$74,882.00. During the City’s 2021 Budget Workshops, we discussed the importance and need for a Grant Writer to assist the City in finding potential funding sources and opportunities to achieve the City’s strategic goals for both current and proposed services, programs, operations and future construction projects. For the Fiscal Year 2021-2022 Budget, \$70,000 was budgeted to hire a full-time employee with benefits to provide the Services. After further consideration and analysis, it is recommended that the City hire an outside consultant, which will provide the same Services and save the City approximately \$34,000.00.

In September 2021, the City Manager and Assistant City Manager virtually met with Ms. LaKeesha Morris-Moreau, President and CEO of BellTower. BellTower’s services were highly recommended by the Town Manager of Cutler Bay, Mr. Rafael G. Casals, as a result of Ms. Morris-Moreau’s and BellTower’s successful track record of securing and administering grants and other special projects for the Town of Cutler Bay.

Ms. Morris-Moreau founded BellTower and has assisted other municipalities such as the Town of Cutler Bay, North Bay Village, City of North Miami Beach, Village of Miami Shores, and Hallandale Beach, in securing and administering over \$90 million in funding for Parks and Recreation Improvements, Drainage and Roadway Projects, as well as Stormwater Projects. Ms. Morris-Moreau has over 18 years of experience in grant writing and grant management. In 2016, LaKeesha earned the Grant Professional Certified credential (GPC) from the Grant Professional Certification Institute. The GPC is the first professional credential for individuals working in the grants field to be recognized by the National Commission for Certifying Agencies.

BellTower is prepared to offer the City a wide range of services including, but not limited to; strategic planning, funding research, grant writing, policy and procedure development, loan applications, funding agency coordination, post-award management, and preparation for funding agency monitoring visits (*see* Proposal, Exhibit A-3 to Agreement).

The City Manager recommends approving an agreement with BellTower for their “Standard” Consulting Services at \$3,000.00 per month, which provides up to 10 Grant Writing Services per year. If in the future, additional services are needed, the Services can be modified to their Deluxe or Premium packages or the City may take advantage of the hourly rates based on Tasks, as provided in BellTower’s Price Proposal (*see* Exhibit A-2 to Agreement).

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BELLTOWER CONSULTING GROUP, LLC FOR GRANT WRITING SERVICES IN AN AMOUNT NOT TO EXCEED \$36,000 FOR AN INITIAL ONE-YEAR TERM WITH UP TO FOUR ONE-YEAR OPTION TERMS; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) seeks to pursue additional opportunities to obtain grants from federal, state, and local entities for various programs and projects; and

WHEREAS, in the interest of ensuring that the City remains consistent, effective, and efficient in researching and securing grants, the City Manager recommends that the City Council enter into a Professional Services Agreement (the “Agreement”) with BellTower Consulting Group, LLC (the “Consultant”) for grant writing services (the “Services”) in an amount not to exceed \$36,000 for an initial one-year term with up to four one-year option terms, in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for obtaining the Consultant’s Services as being in the best interest of the City as utilizing a competitive sealed bidding process is not practicable and the Consultant has a proven track record of recurring and administering grants and other special projects on behalf of various other municipalities, such as the Town of Cutler Bay, North Bay Village, and others, and has extended comparable terms to the City for the Services; and

WHEREAS, pursuant to the recommendation of the City Manager, the City Council desires to waive the competitive procurement requirements pursuant to Section 31-11(E)(6)(g) of the City Code and approve the Agreement with the Consultant for the Services; 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 Agreement with the Consultant for the Services in an amount not to exceed \$36,000 for an initial one-year term with up to four one-year option terms.

Section 3. Waiver. That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for obtaining the Consultant's Services as being in the best interest of the City.

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 27th day of September, 2021.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
BELLTOWER CONSULTING GROUP, LLC**

THIS AGREEMENT (this “Agreement”) is made effective as of the 1st day of October, 2021 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **BELL TOWER CONSULTING GROUP, LLC**, a Florida Limited Liability Company (hereinafter, the “Consultant”).

WHEREAS, the City desires for Consultant to provide professional Grant Writing and Administrative Services to assist the City with developing and maintaining a comprehensive grant program to support various operations, including investigation of available grant monies, preparation of grant documents, grant writing, and development of policies and procedures for the City regarding grant programs (“Services,” as further defined below); and

WHEREAS, the Consultant will perform services on behalf of the City, all as further set forth in the Scope of Services attached hereto as Exhibit A-1 (the “Services”); and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. Scope of Services.

- 1.1.** Consultant shall provide the Services set forth in the Scope of Services attached hereto as Exhibit A-1 and incorporated herein by reference (the “Services”).
- 1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the City.

2. Term/Commencement Date.

- 2.1.** The term of this Agreement shall be from the Effective Date through one year thereafter, unless earlier terminated in accordance with Paragraph 8. At its sole discretion, the City shall have an option to renew this Agreement upon the same terms and conditions for up to four additional one-year terms (the “Renewal Option”) without further authorization from the City Council. The Renewal Option may be exercised at the sole discretion of the City Manager. Such Renewal Option(s) shall be effective upon written

notice from the City Manager to the Consultant no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

3. Compensation and Payment.

3.1. Consultant shall be compensated a flat rate, lump sum fee in the amount of \$3,000 per month for the Services set forth in Exhibit A-1 (i.e., an amount not to exceed \$36,000 per year).

3.2. Additional Services. The City may from time to time request additional services that are not listed in the Agreement (i.e. staff trainings, project/program management, strategic planning). The parties agree to negotiate in good faith the terms and conditions by which the Consultant would be willing to perform such additional services. Additional Services shall not exceed the fees set forth in the Price Proposal attached hereto as Exhibit A-2.

3.3. Consultant shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

5. City's Responsibilities.

5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. Termination.

- 8.1.** The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.
- 8.2.** Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.
- 8.3.** In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the City shall select this box: .

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance

and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- 16.3.** Upon request from the City’s custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- 24. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
- 26. Non-Exclusive Agreement.** The City reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.
- 27. Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Council relative to the Services; and (iii) the City Council enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.
- 28. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 29. Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
- 29.1.** First Priority: Base Agreement

29.2. Second Priority: Exhibit A-1: Scope of Services

29.3. Third Priority: Exhibit A-2: Price Proposal

30. Agreement Documents. The following documents shall by this reference be incorporated and made a part of this Agreement:

30.1. Base Agreement

30.2. Exhibit A-1: Scope of Services

30.3. Exhibit A-2: Price Proposal

30.4. Exhibit A-3: Consultant's Proposal

30.5. Exhibit B: Single Execution Affidavits

30.6. Exhibit C: Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts

30.7. Exhibit D: E-Verify Affidavit

30.8. Exhibit E: Proof of Insurance

[Remainder of page intentionally left blank. Signature page follows.]

EXHIBIT A-1
SCOPE OF SERVICES

The Consultant can expect to develop and maintain a comprehensive grant program to support various operations, including investigation of available grant monies, preparation of grant documents, grant writing assistance, development of policies and procedures for the City regarding grant programs. Services and tasks include, but are not limited to the following:

1. Grant Planning and Research

- 1.1. Coordinates grant activities with the City Manager or his designee.
- 1.2. Conducts research of available government and private foundation grants, and disseminates grant information regarding availability to appropriate agencies, departments and units.
- 1.3. Coordinates with City staff to identify potential projects and supports the planning, designing, and development of new projects based on City Master Plans and Needs Analysis.
- 1.4. Attends meetings involving joint venture grants, acts as the department liaison with other agencies and community organizations and may represent the City at grant seminars, conferences and meetings related to potential funding.

2. Grant Writing (up to 10 grants per year)

- 2.1. Coordinates and writes grant applications, proposals, and grant amendments. Composes City Council agenda items regarding grant applications and administrative tasks related to grant funded projects.
- 2.2. Coordinates cooperative efforts from other governmental agencies and their representatives, and community or civic organizations.
- 2.3. As required, drafts interagency agreements for finalizing by the City Attorney's Office as part of the grant application process.
- 2.4. Submit grant applications on behalf of the City once approved by the City Manager or his designee.

The Consultant may perform additional services and tasks which may include, but are not limited to the following, which will be compensated at mutually agreed upon rates pursuant to Section 3.2 of the Agreement:

3. Grant Administration

- 3.1. Prepares and submits grant progress reports. Collects data and evaluation information on all grants to determine the effectiveness of each program, performs evaluations on each grant received.
- 3.2. Monitors grant fiscal records for compliance with local, state and federal policies and grant contracts.
- 3.3. Prepares and submits monthly financial reimbursement requests and quarterly/annual financial reports.

- 3.4. Implements and maintains automated tracking of grant status for auditing/budgeting and other informational needs required for statistical reports and analysis.
- 3.5. Provides grant policy and regulation requirements to other department staff and ensures that grants are processed, and programs are carried out in compliance with local, state and federal policies.
- 3.6. Establishes and maintains a resource library of completed grants, distributes information regarding training classes, workshops, publications, and other resources available from granting agencies, as necessary.

4. Special Projects

- 4.1. Plans, researches, coordinates and administers a variety of special projects related to departmental operations.
- 4.2. Assists the City in preparing Legislative Appropriation Packages
- 4.3. Provide technical assistance to staff as needed to ensure proper day-to-day program management including budget/financial and reporting requirements.

EXHIBIT A-2
PRICE PROPOSAL



BELLTOWER

GRANT WRITING & BEYOND

Grant Writing Price Proposal

Hourly Rate

TASK	AVG. # OF HOURS	HOURLY RATE	TOTAL COST (\$)
Prepare & Submit Federal Grant	100-120 hours	\$150	\$18,000
Prepare & Submit State Grant	40-100 hours	\$150	\$15,000
Prepare & Submit Local Grant	30-40 hours	\$150	\$6,000
Prepare & Submit Foundation	10-30 hours	\$150	\$4,500
Post-Award Administrative Task (i.e., post-award reporting, contract compliance, resolutions, grant closeout, etc.)	Varies based on the task	\$100	

BellTower contracts with the following local governments

- Miami Shores Village
- North Bay Village
- Town of Cutler Bay
- Hallandale Beach
- City of North Miami Beach
- St. Lucie County
- City of Cape Coral

Why Choose BellTower?

Grant funding is critical, but it shouldn't be your focus. BellTower **increases productivity** by leading your grant-writing activities so that your team can remain on-mission and committed to the daily work that needs to be done. We provide **objective evaluation and assessment** by recognizing and voicing matters that your internal staff may not see or be reluctant to discuss. Our staff provides **invaluable experience** because we do this every day with a high success rate. BellTower offers broad funding options and suggests which direction would be most promising to explore. Finally, we are **cost-effective**. Rather than expand your team and staffing costs, let BellTower act as your laser-focused grant consultant.

\$6,000/MONTH PREMIUM

- Annual strategic planning session to determine funding priorities
- Customized grant strategy and bi-weekly meetings
- Subscription to monthly "Grants for Cities" Newsletter
- Access to GEMS- Personalized Grant Dashboard
- Grant Writing Services - up to 14/year
- Preparation of Grant-Related Agenda Items
- Ongoing Administrative Support - up to 10 hrs/month
- Complimentary printing, shipping, or delivery of grant applications



\$4,000/MONTH DELUXE

- Grant Opportunity Research
- Access to GEMS - Personalized Grant Dashboard
- Subscription to monthly "Grants for Cities" Newsletter
- Grant Writing Services - up to 12/year
- Bi-Weekly Grant Update Meetings
- Complimentary printing, shipping, or delivery of applications



\$3,000/MONTH STANDARD

- Grant Opportunity Research
- Subscription to monthly "Grants for Cities" Newsletter
- Access to GEMS - Personalized Grant Dashboard
- Grant Writing Services - up to 10/year
- Complimentary printing and delivery of applications



Contact Us



(786) 232-0771



info@belltowergroup.org



www.belltowergroup.org

BellTower Consulting Group has years of successful experience connecting local governments across South Florida to critical funding. We help you maximize fiscal resources by securing funding for important municipal services, such as roadway improvements, environmental initiatives, economic development, transportation, stormwater improvements, parks and recreation, public safety, and more.

EXHIBIT A-3
CONSULTANT'S PROPOSAL



BELLTOWER

GRANT WRITING & BEYOND

SUBMITTED TO

City of Miami Springs, FL

DATE

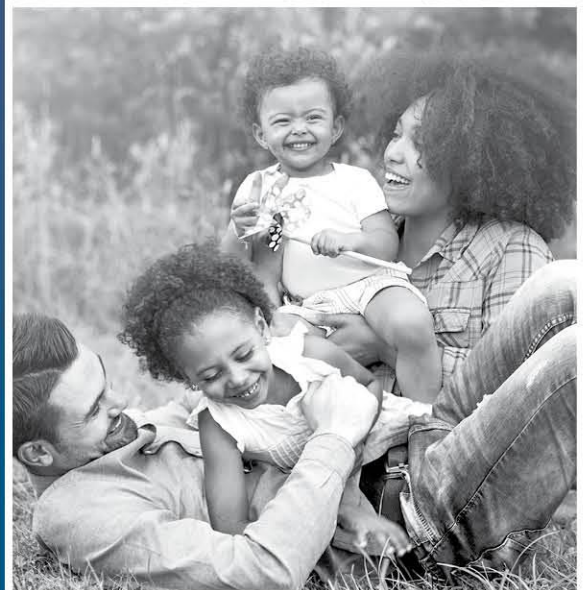
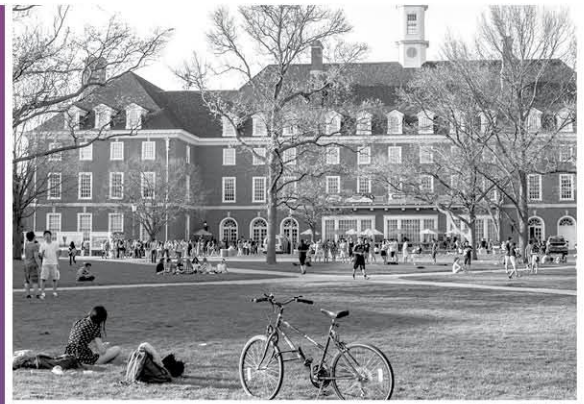
September 20, 2021

info@belltowergroup.org

(786) 232-0771

TOLL-FREE (888) 778-5930

WWW.BELLTOWERGROUP.ORG





BELLTOWER

GRANT WRITING & BEYOND

September 20, 2021

Mr. William Alonso
City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166
Sent via email: alonsow@miamisprings-fl.gov

RE: Grant Writing Services

Dear Mr. Alonso,

Thank you for considering BellTower Consulting Group, LLC for your grant writing needs. The experts at BellTower Consulting Group stand ready to guide you through every step of the grantseeking process. Since 2009, our team has provided grant writing and support services to local governments, institutions of higher education, and community-based organizations throughout the State of Florida, with excellent results. To date, we have helped our clients secure nearly \$90 million in critical funding. BellTower's team of well-qualified grant writers has over 50 years of combined experience and abide by the ethical standards set by the grants professional industry.

With BellTower, you have access to a wide range of services including, but not limited to, strategic planning, funding research, grant writing, policy and procedure development, state revolving fund loan reporting, legislative appropriation applications, post-award management, and preparation for funding agency monitoring visits. As the nation is recovering from the COVID-19 pandemic, BellTower assists local governments with securing FEMA reimbursements, CARES Act reimbursements, and managing American Rescue Plan compliance.

I am sharing with you BellTower's examples of funded projects and current pricing structure. If you have any questions, please do not hesitate to contact me at (786)232-0771 or via email at info@belltowergroup.org. Thank you in advance for your time and consideration.

Kind Regards,

LaKeesha Morris-Moreau, MSW, GPC
President & CEO



BELLTOWER

GRANT WRITING & BEYOND

Examples of Grant Writing & Administration Efforts

This chart represents a sample of Bell Tower’s recent funding development and post-award management efforts related to infrastructure planning and construction for local municipalities.

	Grant Project	Awarding entity	Role on the project	Dollar amount
1	Parks & Recreation Improvements	Florida Department of Environmental Protection – FRDAP & LWCF	Developed Proposal & Post Award Management	\$450,000
2	Park & Recreation Improvements	Florida Inland Navigation District	Developed Proposal, Conducted Board Presentations, Post Award Management	\$1.2 Million (multiple years)
3	Drainage and Roadway Improvement	Florida Department of Transportation	Developed Proposal & Post Award Management	\$400,000
4	Storm Water Pumps and Drainage Improvements	Florida Department of Environmental Protection (Legislative Appropriation)	Developed Proposal & Post Award Management	\$825,000 (multiple years)
6	Stormwater Infrastructure and Water Quality Improvement	Florida Department of Environmental Protection (TMDL)	Developed Proposal and Post Award Management	\$400,000 (multiple awards)
7	Sanitary Sewer Improvements Planning Phase and Implementation Phase	Florida Department of Environmental Protection (SRF Loan)	Coordinate with Contractors and Finance Department to submit accurate reimbursement reports.	\$4.9 Million
8	Utility Undergrounding – Disaster Mitigation	FEMA – Hazard Mitigation Grant Program	Developed Proposal	\$11 Million
9	Disaster Preparedness and Mitigation	Florida Department of Economic Opportunity Rebuild Florida	Developed Proposals	\$20.8 Million (multiple awards)
			Total:	\$39,975,000.00

BellTower Secures over \$20.8 Million in Rebuild Florida Grant Awards for Clients

By **Community Press Releases** - May 7, 2021

A South Dade small business is making a BIG difference.

BellTower Consulting Group, LLC, a boutique Grant Writing Agency, secured \$20,863,471.00 in Florida Department of Economic Opportunity Rebuild Florida grants for municipalities across South Florida. In April 2018, the U.S. Department of Housing and Urban Development (HUD) initiated an unprecedented Community Development Block Grant – Mitigation funding opportunity. The funding is administered by the Florida Department of Economic Opportunity and is branded as the Rebuild Florida Mitigation Program. When Governor Ron DeSantis began announcing the first round of awards, three (3) of BellTower's clients were on the list.

- Hallandale Beach (\$2,813,471) – Lift Station and Force Main Rehabilitation
- Village of Indiantown (\$350,000) – Emergency Shelter Renovations
- City of North Miami Beach (\$6,000,000) – System-wide sewer collection improvements
- North Miami Beach (\$11,700,000) – System-wide water transmission improvements

"Florida was hit hard by natural disasters such as Irma and Michael. We are fortunate that the Federal Government decided to invest in long-term recovery and critical infrastructure to boost the state's resilience from future storms and environmental stressors," stated LaKeesha Morris-Moreau, Founder; & CEO of BellTower. It is expected that Rebuild Florida will release two additional rounds of funding. Funding categories include Critical Facility Hardening, General Planning Support, and General Infrastructure. For more information about the program, visit RebuildFlorida.gov, and for help with your grant writing needs, contact BellTower Consulting Group at www.BellTowerGroup.org or info@belltowergroup.org.

Founded in 2009, BellTower has secured over \$90 Million in grant funding for local governments and non-profit organizations throughout Florida. BellTower is also a certified minority-owned business registered with the State of Florida; its team of grant professionals have over 50 years of combined experience in this field and act as an extension of its clients.

Connect To Your Customers & Grow Your Business

[Click Here](#)





BELLTOWER

GRANT WRITING & BEYOND

Meet the CEO



LaKeesha Morris-Moreau, MSW, GPC President & CEO

LaKeesha Morris-Moreau, MSW, GPC brings more than 20 years of expertise in proposal research and writing for both government and foundation grants. She knows how to overcome challenges such as limited resources and financial constraints to deliver high-quality, cost-effective grant

services. She is especially skilled at creating value through community support and strategic partnerships between intergovernmental agencies.

In 2016, LaKeesha earned the Grant Professional Certified (GPC) credential administered by the highly regarded Grant Professional Certification Institute. The GPC is the first professional credential for individuals working in the grants field to be recognized by the National Commission for Certifying Agencies. She is one of just four professionals in Miami-Dade County to hold the GPC credential. It's a clear mark of her experience, dedication, and success in the field.

LaKeesha is an active member of the Grant Professionals Association and is the Vice President of the GPA South Florida Chapter. She is also a member of the National Board of Directors for the Grant Professionals Certification Institute.



BELL TOWER CONSULTING GROUP

Grant Writing & Beyond

www.belltowergroup.org

(786) 232-0771

References

Town of Cutler Bay

Contact: Rafael Casals, Town Manager or Alexandra Schneider, Executive Assistant

Project Title: Grant Consultant (grant writing and post-award reporting)

Years of Service: 8 years

Phone: 305-234-4262

Email: rcasals@cutlerbay-fl.gov or aschneider@cutlerbay-fl.gov

North Bay Village

Contact: Ralph Rosado, Village Manager or Sandra Siefken, Senior Accountant

Project Title: Grant Consultant (grant writing and post-award reporting)

Years of Service: 8 years

Phone: 305-756-7171

Email: rrosado@nbvillage.com or ssiefken@nbvillage.com

North Miami Beach

Contact: Lynnetta Jackson, Grants Manager

Project Title: Grant Consultant (grant writing)

Years of Service: 3 years

Phone: 305-787-6002, ext 3

Email: lynnetta.Jackson@citynmb.com

\$90 MILLION

GRANT AWARDS

Data based on grant
awards since 2009

\$1:\$166

ROI

For every \$1 with BellTower, retainer
clients averaged \$166 in awards (FY2020)

EXHIBIT B
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO ENTER INTO AN AGREEMENT WITH THE CITY.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF CONSULTANT

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF CONSULTANT

Date: _____

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,

conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Consultant Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Consultant warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Consultant also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Consultant acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Consultant should the Consultant be selected for the performance of this contract.

Consultant Initials

Business Entity Affidavit

Consultant hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Consultant or Consultant, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Consultant. Material

interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Consultant. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Consultant recognizes that with respect to this transaction or bid, if any Consultant violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Consultant may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Consultant Initials

Non-Collusion/Anti-Collusion Affidavit

1. Consultant/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Consultant/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Consultant/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Consultant/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Consultant/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Consultant/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Miami Springs or any person interested in the proposed Contract.

Consultant Initials

Scrutinized Companies

1. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies

with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Consultant Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

Consultant Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Consultant Initials

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.

Consultant Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida. Consultant understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Consultant Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows:**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

EXHIBIT C
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

EXHIBIT D
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____
_____(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

EXHIBIT E
PROOF OF INSURANCE

(INSERT COPY OF CONSULTANT'S PROOF OF INSURANCE)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATting TO TRANSPORTATION SERVICES; AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM FDOT, IF AWARDED; AUTHORIZING THE PURCHASE OF VEHICLES AND/OR EQUIPMENT AND/OR EXPENDITURE OF GRANT FUNDS PURSUANT TO A GRANT AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation's ("FDOT") Central Office is soliciting applications for the Federal Transit Administration's (FTA) Sections 5310 and 5311 operating and capital grant programs that have been supplemented by Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan (ARP) of 2021; and

WHEREAS, the City of Miami Springs (the "City") has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the FDOT as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, the City desires to apply for and utilize available grant funding to improve transportation services for the City's senior residents (the "Project"); and

WHEREAS, the City Manager recommends that the City Council approve the grant application, supporting documents, and assurances for the Project in substantially the form attached hereto as Exhibit "A" (collectively, the "Grant Application"), authorize the City Manager to submit the Grant Application, and authorize the City Manager to execute any and all necessary agreements and documents associated with the grant and the Project; and

WHEREAS, the City Council desires to approve the Grant Application, authorize the City Manager to submit the Grant Application, and execute the necessary agreements and documents associated with the grant and the Project; 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 of the submission of the Grant Application to FDOT.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to submit the Grant Application in substantially the form attached hereto as Exhibit A to FDOT for the Project and to execute any necessary agreements and documents associated with the Grant and maintenance of the Project, subject to approval by the Village Attorney as to form, content, and legal sufficiency. If the City is awarded the grant, the City Council hereby further authorizes the acceptance of a grant award from FDOT, and the purchase of vehicles and/or equipment and the expenditure of grant funds pursuant to the grant award.

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 27th day of September, 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



MEMORANDUM

To: Honorable Mayor and Council

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

Date: September 27, 2021

RE: Request for Executive Session pursuant to Section 286.011(8), Florida Statutes
City of Miami Springs v. Runway Partners, LLC
Miami-Dade Case No.: 2020-019872-CA-01

Recommendation:

The City Attorney hereby advises the City Council that the City Attorney desires advice concerning pending litigation in the matter of *City of Miami Springs v. Runway Partners, LLC* (Miami-Dade Case No.: 2020-019872-CA-01) and wishes to coordinate and publicly notice an executive session pursuant to Section 286.011(8), Florida Statutes, among the City Council, City Manager, and City Attorney to discuss settlement negotiations. The executive session should be coordinated to take place on or before Tuesday, October 12, 2021.

Background:

On September 16, 2020, the City of Miami Springs (the "City") filed a "Verified Complaint for Permanent Injunction and Emergency Motion for Preliminary Injunctive Relief" (the "Complaint" or "Lawsuit") against Runway Partners, LLC. The Lawsuit was filed to immediately enjoin a chronic nuisance caused by, among other things, increasing, ongoing, and escalating criminal activities involving illegal drugs and prostitution at the Runway Inn, a hotel located at 656 East Drive, Miami Springs, Florida. As you may recall, the criminal activities taking place at the Runway Inn had created a significant public safety hazard, evidenced by an increase of over 300% in police calls, resulting in the City's request for an immediate and permanent injunction to abate the nuisance.

On the same day, the Circuit Court entered an "Order Granting City of Miami Springs' Ex-Parte Emergency Motion for Preliminary Relief" (the "Injunction"). A copy of the Injunction is attached as Exhibit A. Since the entry of the Injunction on September 16, 2020, the Runway Inn has remained closed to the public. The next hearing before the Circuit Court judge is scheduled for Thursday, November 4, 2021.

The City Attorney seeks to conduct an executive session pursuant to Section 286.011(8), Florida Statutes, among the City Council, City Manager, and City Attorney to discuss settlement negotiations. Section 286.011(1), Florida Statutes, provides that "all meetings of any board or commission of any [...] municipal corporation [...] at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting." This is considered the "Open Meeting Requirement."

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2020-019872-CA-01

SECTION: CA23

JUDGE: Barbara Areces

City of Miami Springs, Florida

Plaintiff(s)

vs.

Runway Partners LLC

Defendant(s)

**ORDER GRANTING CITY OF MIAMI SPRINGS' EX-PARTE EMERGENCY MOTION
FOR PRELIMINARY INJUNCTIVE RELIEF**

The City of Miami Springs' ("City") Verified Complaint For Permanent Injunction And Emergency Motion For Preliminary Injunctive Relief ("Motion"), was considered by this Court on September 16, 2020. After reviewing the Motion, including attached affidavits, and being otherwise fully advised in the matter, the Court finds:

1. That Runway Partners, LLC has allowed a hotel and food service establishment known as the Runway Inn, located 656 East Drive, Miami Springs, Florida 33166 (the "Runway Inn") to become a public nuisance under Section 823.05, Fla. Stat. and sections 100-01 and 131-06 of the Code of Ordinances of Miami Springs, Florida.
2. That the Runway Inn is immediately adjacent to a residential community and located within 1,000 feet of a Miami-Dade County Public School, presenting increased danger to the community.
3. That the Miami Springs Police Department has received nearly 190 complaints from the community indicating that the Runway Inn and the activity taking place there is annoying the community and injuring the health of the community.
4. That the Miami Springs Police Department has seen an increase in felony and misdemeanor arrests at the Runway Inn since January 2020 and an over 300% increase in calls for police service to the Runway Inn.
5. That multiple and excessive incidents of human trafficking, prostitution, and

narcotics sales are taking place at the Runway Inn, including the use of guest rooms and common areas such as the lobby for those activities.

6. That the owners and employees of the Runway Inn are ignoring the increased criminal activity taking place at the Runway Inn, thereby allowing the establishment and maintenance of a public nuisance.
7. That “[w]here the government seeks an injunction in order to enforce its police power, any alternative legal remedy is ignored and irreparable harm is presumed.” *Metro. Dade County v. O'Brien*, 660 So. 2d 364, 365 (Fla. 3d DCA 1995).
8. That the City has shown a substantial likelihood of success on the merits, based upon the law enforcement officers’ arrest affidavits, warrants, and the supplemental police reports presented by the City, the evidence alleged, and the arguments of the City’s counsel that State law has been violated repeatedly at the Runway Inn, constituting a public nuisance under Section 823.05, Fla. Stat. and sections 100-01 and 131-06 of the Code of Ordinances of Miami Springs, Florida.
9. That, in consideration of all the circumstances presented by the City and based upon the particular facts of this case, there is a significant public interest in preventing criminal activity at the Runway Inn, which impacts and presents a risk to the City, its residents, and visitors, as well as law enforcement agencies that are called to respond to the Runway Inn.
10. This Court finds that it is in the public interest to require Runway Partners, LLC to present a remediation plan for approval by this Court before it may reopen to the public.

IT IS, THEREFORE, ADJUDGED AND ORDERED AS FOLLOWS:

1. That the City’s Motion is granted. Pursuant to Rule 1.610(b), Fla.R.C.P., the Court dispenses with the requirement for a bond, as the City of Miami Springs is a municipality, there are significant public interests at stake, and it is in the public interest to dispense with the requirement for a bond.
2. That the Defendant, Runway Partners, LLC, is hereby immediately enjoined from operating a hotel, food service establishment, or any other business at the Runway Inn. The Defendant, Runway Partners, LLC, is further enjoined from advertising the Runway Inn as being available to conduct business on any media or electronic platform.
3. That the City’s Police Department shall be admitted to the Runway Inn, including all public and non-public areas, to inspect the premises and ensure that the Runway Inn has been vacated by all employees and guests on or before midnight

on the date this order is issued. Thereafter, the only individuals permitted to enter in or upon the Runway Inn shall be those essential Runway Partners, LLC employees who are needed to secure the premises.

4. That this preliminary injunction shall terminate on the Court's approval of a remediation plan which will address the actions Runway Partners, LLC will take to secure the property and reduce criminal activity at the Runway Inn. At a minimum, the remediation plan must include provisions for: Identifying, recognizing, and reporting signs of criminal activity, including but not limited to drugs, prostitution, and human trafficking; Compliance with Chapter 509, Florida Statutes, specifically Section 509.096, Florida Statutes governing human trafficking awareness and training; Enhanced procedures for: Hotel registration and check-in, particularly requesting valid identification for all guests and identifying minors checking in with older individuals; Hotel rooms being paid for with cash; Identifying guests vehicles; Guests checking in without luggage or proper identification; Different individuals frequently entering and leaving a specific room; Guests staying in a room for long periods of time; Guests refusing housekeeping services for over two days or cancelling housekeeping services for the duration of a given stay; Guests' visitors; Guests and repeat guests requesting room changes during a given stay or specific rooms. Required lighting, in accordance with the City's Code and as approved by the City's Zoning Administrator; Providing off-duty police services or armed security at all hours at the Runway Inn; Enhancing security measures including a video-monitoring system for all outdoor and public areas of the Runway Inn, and control and monitoring of all building entrances; Improving the appearance and maintenance of the building and site to the City's standards.

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this 16th day of September, 2020.


2020-019872-CA-01 09-16-2020 6:23 PM

2020-019872-CA-01 09-16-2020 6:23 PM

Hon. Barbara Areces

CIRCUIT COURT JUDGE

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

Electronically Served:

Daniel A. Espino, despino@wsh-law.com

Daniel A. Espino, marcher@wsh-law.com

Eric Page Hockman, ehockman@wsh-law.com

Eric Page Hockman, szavala@wsh-law.com

Haydee s. Sera, hsera@wsh-law.com

Physically Served:

However, Section 286.011(8), Florida Statutes, provides an exception to the Open Meeting Requirement and authorizes a "Shade Session" or "Executive Session." During an Executive Session the City Council is authorized to meet in private with the City's attorney to discuss pending litigation to which the City is presently a party before a court or administrative agency, provided certain conditions are met. The conditions, which are set forth in Section 286.011(8), Florida Statutes, are as follows:

- (a) The entity's attorney shall advise the entity at a public meeting that he or she desires advice concerning the litigation.
- (b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.
- (c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting.
- (d) The entity shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session.
- (e) The transcript shall be made part of the public record upon conclusion of the litigation.

Section 286.011(8), Florida Statutes.

Accordingly, the City Attorney hereby advises the City Council that the City Attorney desires advice concerning pending litigation in the matter of *City of Miami Springs v. Runway Partners, LLC* (Miami-Dade Case No.: 2020-019872-CA-01) and wishes to coordinate and publicly notice an executive session pursuant to Section 286.011(8), Florida Statutes, among the City Council, City Manager, and City Attorney to discuss settlement negotiations.

The executive session should be coordinated to take place on or before Tuesday, October 12, 2021. The only individuals who may be present at the executive session are the City Council, the City Manager, and the City's Attorney.