



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

**Vice Mayor Walter Fajet, Ph. D.
Councilwoman Jacky Bravo**

**Councilman Bob Best
Councilman Victor Vazquez, Ph. D.**

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

CITY COUNCIL REGULAR MEETING AGENDA

Monday, June 27, 2022 – 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 Bob Best
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 Eastern Flight 401 Organization on the memorial fundraising
- 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) June 13, 2022 – Regular Meeting
- 7. Reports from Boards & Commissions:** None.
- 8. Public Hearings:** None.
- 9. Consent Agenda: (Funded and/or Budgeted):**
 - A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Toro Golf Course Maintenance Equipment And

Irrigation Parts From Tesco South Incorporated D/B/A Hector Turf In An Amount Not To Exceed \$35,000; Providing For Authorization; And Providing For An Effective Date

10. Old Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing A Payment-In-Lieu-Of-Parking-Fee Pursuant To Section 150.070.1, “Miami Springs Overlay Gateway District,” Of The City’s Code Of Ordinances; Providing For Implementation; And Providing For An Effective Date

11. New Business:

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 150-070.1, “Miami Springs Gateway Overlay District” Within Article VII, “Business District” Of Chapter 150, “Zoning Code,” Of The City’s Code Of Ordinances To Revise The Creative Excellence Standards And Available Maximum Floor Area Ratio, To Clarify The Parking Review Process And Fee Applicability, And To Provide Additional Clarifications On The Overall District Project Review Process; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving A Special Magistrate Services Agreement With Hillah Sara Mendez, P.A.; Providing For Authorization; And Providing For An Effective Date

C) Discussion of Miami Association of Realtors’ grant for the placement of City Sign

12. Other Business:

A) Follow up discussion on Charter Section 3.06(7) relating to partial terms of office

B) Update on Miami Dade County's Rapid Transit Zone (RTZ) Ordinance

C) Update on Four-City Annexation Agreement Application

D) Discussion on Millage Cap Setting meeting scheduled July 20th and two August Budget workshops scheduled for August 15th and 29th

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, June 27, 2022 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?

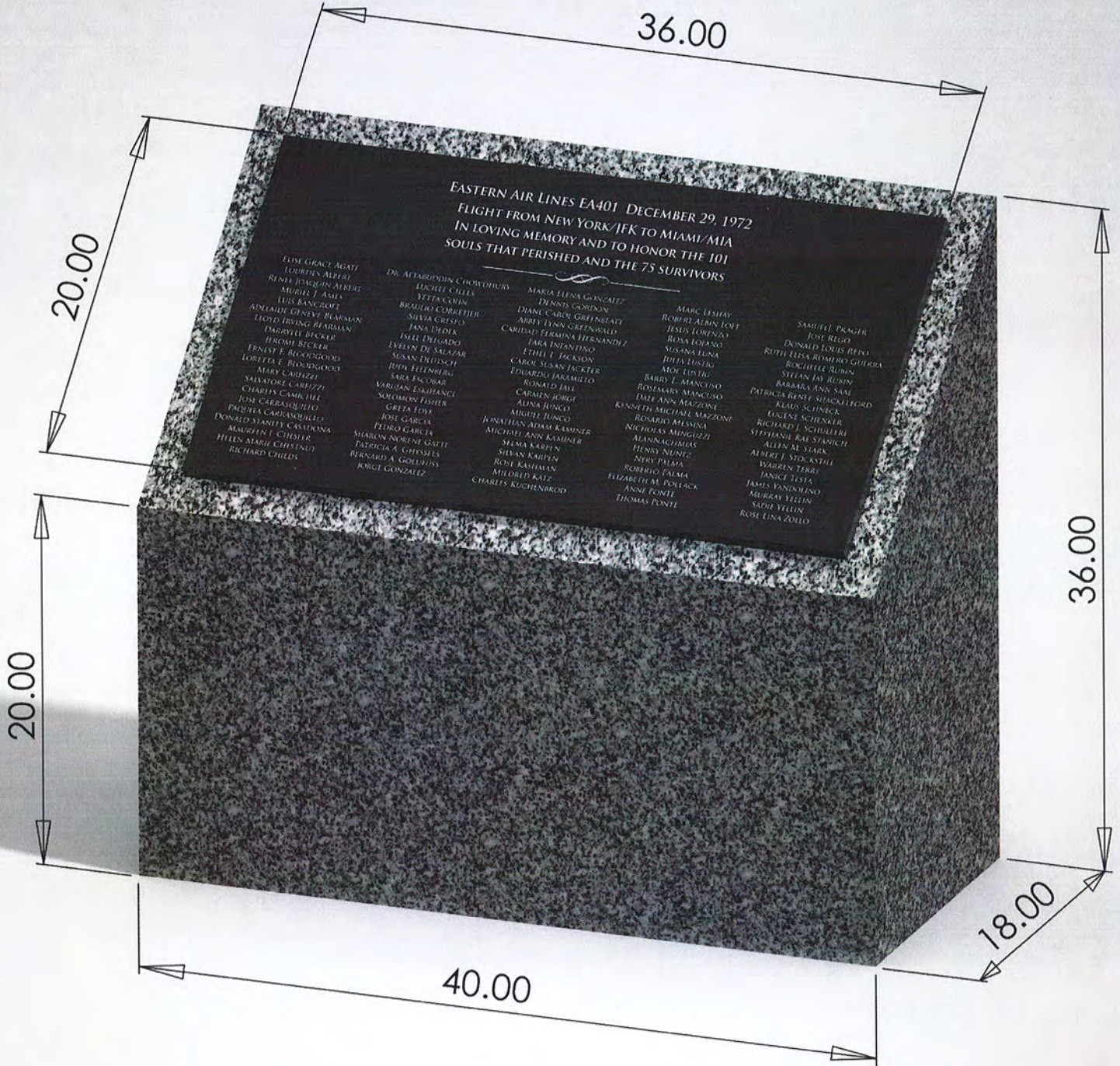
Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



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City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, June 13, 2022 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 7:18 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Walter Fajet, Ph.D.

Councilman Bob Best

Councilwoman Jacky Bravo (via Zoom)

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

City Attorney Eduardo Martos (via Zoom)

Police Chief Armando Guzman

Planning Director Chris Heid (via Zoom)

- 2. Invocation:** Offered by Vice Mayor Walter Fajet
Pledge of Allegiance: The audience participated in leading the pledge.

- 3. Agenda / Order of Business**

- 4. Awards & Presentations:**

A) Recognition of the MSSH men's baseball team and women's softball team for their accomplishments this year

Mayor Mitchell requested that Councilman Best introduce the honorary gentleman being recognized. Councilman Best introduced, Athletic Director Craig Jay for Boys Varsity; Coach David Fanshawe was not able to attend, but Constantino Hernandez, Athletic Vice Principal accepted the award on his behalf, and Girls Varsity Coach Charlie Green were all present to accept their awards. They thanked the players for their hard work and further thanked the City Council for the recognition.

B) Recognizing the City Hall Lobby Artist of the Month for June 2022 – Miami Springs Senior High School Students Mixed Media Composition Exhibition

Mayor Mitchell recognized students from the Miami Springs Senior High School on Mixed Media in the City Lobby. Ms. Beth Goldstein, the Miami Springs High School Art Department Chair, introduced herself and provided some background information on the exhibition and students presenting their artwork in the lobby. She thanked the City Council and City Administration for hosting the Art in City Hall program that provides artists in our community the opportunity to display their artwork while beautifying City Hall.

5. Open Forum: The following members of the public addressed the City Council: Nestor Suarez and Kevin Cabrera.

6. Approval of Council Minutes:

A) May 23, 2022 – Regular Meeting

Councilman Best moved to approve the minutes of the May 23, 2022 Regular Meeting. Vice Mayor Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez and Mayor Mitchell voting Yes.

7. Reports from Boards & Commissions:

A) Request by Councilwoman Bravo for an update from the Parks and Parkways Advisory Board on City entrance signs

Chairman Eric Richey addressed the City Council on the Board's current progress concerning the City's entrance signs. He explained the Board's role is to select a number of key locations of where the entrance signs may be placed. He also stated that the Historic Preservation Board will be proposing the design of the entrance signs in conjunction with Parks and Parkways Board proposed locations. He also provided an update on the landscaping beautification of the south end of Curtiss Parkway across from Golf Course Driving Range, which the Board is working on as well.

8. Public Hearings:

A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 150, "Zoning Code," Article XIV, "Additional Regulations" Of The City's Code Of Ordinances By Creating Section 150-46, "Murals," To Define And Prohibit "Murals," And Provide For Amortization Regulations For Existing Mural(S) In The City; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

Mayor Mitchell opened the public hearing and the following members of the public spoke; Karla Mats, 5553 NW 36th Street. The Mayor closed the public hearing.

After further discussion, Vice Mayor Fajet moved to approve the Ordinance on second reading with the following amendments: *extending the amortization period of any existing murals to June 30, 2027; removing “public enemy” from Section B (2)(c); removing entire Section B (2)(e).* Councilman Vazquez seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilwoman Bravo, Councilman Vazquez and Mayor Mitchell voting Yes; Councilman Best voting No.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting A-1 Property Services Group, Inc. For The Miami Springs Golf And Country Club Roof Repairs Project Pursuant To Request For Proposals No. 03-21/22; Authorizing The Execution Of A Construction Contract In An Amount Not To Exceed \$79,028.52; And Providing For An Effective Date

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

C) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida Providing For The Third Amendment To The Fiscal Year 2021-22 General Fund, Special Revenue Funds And Capital Projects Fund Budgets; And Providing For An Effective Date

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

10. Old Business: None at this time.

11. New Business: None at this time.

12. Other Business:

A) Report on state appropriations approved for Miami Springs for FY22-23

City Manager William Alonso stated that the City was appropriated with \$3.5 million, \$2 million will go the South Drive road and stormwater project, \$750,000 to replace the Hook Square water pump, and \$750,000 towards Senior Meals and programs. He wanted to thank Representative Avila and Senator Diaz, along with Jose Fuentes, City Lobbyist, and his team, for all their help this year.

B) Update on Miami Dade County's Rapid Transit Zone (RTZ) Ordinance

Mayor Mitchell stated that attached to this meeting's agenda package is the updated version of the County's Rapid Transit Zone (RTZ) ordinance that was submitted for first reading on June 1 by Vice Chairman Gilbert to the County Commissioners. Mayor Mitchell said that this version is a very different ordinance than what was being floated around last summer by Vice Chair Gilbert through the Miami-Dade League of Cities. This new version specifically states that areas with single family homes will not be included in the RTZ. Mayor Mitchell stated that we still have several concerns regarding the Abraham Tract and some other components of the ordinance as it applies to Miami Springs. She said that our City Manager and City Attorneys have been discussing these concerns at the County level and we will be submitting our city's written position on the RTZ ordinance to the County.

C) Update on Four-City Annexation Agreement Application

City Attorney Haydee Sera provided a historical dialogue on the annexation issue, finally, she stated, that the County's Chairman's Policy Council was set to hear the Annexation item right before the Board lost quorum. She said the good news is that Chairman Jose Diaz waived the City's application out of that Committee process, therefore, the annexation application will be heard by the Miami-Dade County Commissioners on July 7th. She disclosed that the expected action at this meeting on July 7th will be to direct the County Attorney to draft an interlocal agreement between the City and County. She stated that individual City Council meetings along with staff to discuss the interlocal agreement will take place before the July 7th meeting.

D) Update by City Manager William Alonso on Status from FDOT on Iron Triangle project

City Manager William Alonso updated the City Council on the FDOT Iron Triangle project, He referenced an email from Florida Department of Transportation, in which they will be inviting the public to a series of public hearings that will take place in May 2023. Currently, there are hearings taking place for the City to submit comments on the proposed project. The City Manager stated that he will keep the City Council and residents apprised of any upcoming updates.

E) Request by Councilman Vazquez to discuss Golf Carts in the City

Councilman Vazquez introduced the item to the City Council. He stated that several residents approached him to allow registration of golf carts within the City instead of having the golf carts registered with the State. Resident Thad Ovcarich addressed the City Council and provided a handout with information supporting City registration of golf carts. Police Chief Armando Guzman addressed the City Council and answered their questions.

It was the general consensus of the City Council to direct staff to look into the

cost of allowing registration of golf carts within the City, the City Attorney stated that she will discuss specific parameters with Council individually and move forward from there.

- F) Request by Vice Mayor Fajet to discuss parking fees

Vice Mayor Fajet provided a brief statement on the parking fee establishment. He wanted to set the record straight on some misinformation. He stated that some media outlets have indicated false information on fees not being assessed. He explained that with discussions with staff and clarification on many of his questions, he now understands the process of assessing parking requirements for new developments. He clarified that the parking fee assessment was not applied, not because there was no fee established, but because a credit was applied at the time to incentivize the developer, after listening to the discussions among the 2019 sitting Council at the time.

City Manager William Alonso provided a statement for the record clarifying certain issues related to the parking fee assessment to Town Center, the Gateway Overlay Ordinance, and disparaging statements made toward City Staff.

- G) Discussion by Museum President Jaime Petralanda on using concession stand at Stafford Park for fundraising

This item was heard earlier in the meeting. Former Councilman and Current Miami Springs Historical Museum President Jaime Petralanda addressed the City Council for his request to fundraise at the Stafford Park concession stand.

After some discussion, Councilman Best moved to direct staff to draft an agreement with the Miami Springs Historical Museum to allow the use of the limited use of the concession stand. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez and Mayor Mitchell voting Yes.

13. Reports & Recommendations:

- A) City Attorney

City Attorney Haydee Sera wished everyone a Happy Father's Day.

- B) City Manager

City Manager William Alonso stated that the group placing the flags along Curtiss Parkway will reoccur for July 4th celebrations. He stated that summer camp at the Recreation center started today, and said that they have added a police officer at the center during camp hours and during field trips as well. City Manager William

Alonso provided a verbal list of upcoming City meetings and events, which may also be found on the City's website.

C) City Council

Vice Mayor Fajet had no report at this time.

Councilman Best had no report at this time.

Councilman Vazquez made a statement on the Flags along Curtiss Parkway, and reminded the organizers on how the flags should be lit if flown at night.

Mayor Mitchell stated that July 4th events start Saturday night with the annual Car Show starting at 6:00 p.m. and the fourth of July Parade on the fourth in the morning and with fireworks in the evening. She wished everyone a Happy and safe Father's Day.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:52 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 27th day of June, 2022.*

Maria Puente Mitchell, Mayor

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



AGENDA MEMORANDUM

Meeting Date: 6/27/2022

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

Via: William Alonso, City Manager/Fin. Director

From: Paul O'Dell, Golf and Country Club Director

Subject: Hector Turf

RECOMMENDATION:

Recommendation by Golf that Council approve an increase to the City's current open purchase order with Hector Turf, in an amount not to exceed \$10,000.00, for golf course maintenance equipment parts and irrigation parts as there is only one source for commercial Toro supplies, as funds were budgeted in the FY 21/22 Budget pursuant to Section §31.11(E)(6)(c) of the City Code.

DISCUSSION: Hector Turf is the sole distributor for the Southeast Florida region that carries the parts and supplies needed in order to maintain all of the Toro golf course maintenance equipment and the irrigation system at the golf course.

Submission Date and Time: 6/22/2022 11:14 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: _____	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: _____	Account No.: <u>001-5708-572-4600</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>25,000.00</u>
		Current request: \$ <u>10,000.00</u>
		Total vendor amount: \$ <u>35,000.00</u>



The Toro Company

8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196
▪ Phone 952-888-8801 ▪ www.thetorocompany.com ▪ Fax 952/887-8258

June 15, 2022

Miami Springs Golf Club
Attn: Ms. Laurie Bland
650 Curtiss Parkway
Miami Springs, Florida 33166

Via E-mail: blandl@miamisprings-fl.gov

Dear Laurie,

This letter is to inform you that Hector Turf, at 1301 NW 3rd Street, Deerfield Beach, FL 33442 (954-429-3200) is the sole source for Toro commercial turf equipment and parts and Toro golf course irrigation products for your geographic area. The Toro commercial product line includes Greensmasters, Groundsmasters, Reelmasters, Utility Vehicles, Sprayers, Debris Equipment, Aeration Equipment, Sand Pros, Commercial Parts, and Irrigation Products.

Thank you for being a valued Toro customer and we look forward to assisting you in the near future.

If you have any questions regarding this, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Scott Papania". The signature is written in a cursive, flowing style.

Scott Papania, CSE
District Sales Manager
The Toro Company
Commercial Products Division
Scott.papania@toro.com

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF TORO GOLF COURSE MAINTENANCE EQUIPMENT AND IRRIGATION PARTS FROM TESCO SOUTH INCORPORATED D/B/A HECTOR TURF IN AN AMOUNT NOT TO EXCEED \$35,000; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 11, 2021, the City of Miami Springs (the “City”) Council approved the purchase of Toro golf course maintenance equipment and irrigation parts for the City’s golf course (the “Supplies”) from the Tesco South Incorporated d/b/a Hector Turf (the “Vendor”) in an amount not to exceed \$25,000 for FY 2021-22; and

WHEREAS, the City has an open purchase order with the Vendor for the Supplies, but needs to purchase additional Supplies in an amount not to exceed \$10,000 for FY 2021-22; and

WHEREAS, the City Manager recommends that the purchase of the Supplies be deemed exempt from the competitive bidding procedures of the City Code pursuant to Section 31-11(E)(6)(c) of the City Code as a sole source purchase; and

WHEREAS, pursuant to Section 31-11(E)(6)(c) of the City Code, the City Council desires to approve the purchase of the Supplies from the Vendor in an amount not to exceed \$35,000; 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 purchase of the Supplies from the Vendor in an amount not to exceed \$35,000 pursuant to Section 31-11(E)(6)(c).

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$35,000.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

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

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

PASSED AND ADOPTED this 27th day of June, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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



AGENDA MEMORANDUM

Meeting Date: June 27, 2022

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

Via: William Alonso, City Manager/Fin. Director

From: Christopher Heid, City Planner

Subject: Establishing Payment in Lieu of Parking Fee for the Miami Springs Gateway Overlay District

DISCUSSION

The Miami Springs Gateway Overlay District (the “District”) regulations were adopted on June 25, 2018 by Ordinance 1107-2018 and amended on January 14, 2019 by Ordinance 1111-2019. The regulations are codified in Section 150.070.1 of the City Code.

The District’s parking requirements are set forth in Section 150-070.1(D), which currently provides:

(D) *Parking Requirements.* The CBD parking requirements as provided in § 150.070(E)(1—3) shall apply to the Gateway District, including, without limitation, the grandfathering of provided parking, if any, for existing buildings and current uses. Additionally, because of the uniqueness of the buildings, configuration of parcels, and road network in the Gateway District, the minimum parking space requirements and design for new construction or alterations to existing structures that expand occupiable space, shall be determined on a case-by-case basis. The City Planner shall have the authority to establish parking requirements for alterations and new construction by counting a combination on-site and on-street parking and other elements identified below. For any on-street parking space(s) counted towards the satisfaction of a property's requirement, or any spaces otherwise waived as a result of one of the factors listed below, a fee shall be paid to the City for each such parking space, in an amount set from time to time by approved resolution of the City Council. The funds shall be used to fund parking and wayfinding improvements in the Gateway District and the CBD. In determining the parking requirements for non-grandfathered properties, the following shall be considered:

1. Availability of on-site parking;
2. Availability of on-street parking;
3. Provision of bicycle parking;
4. Distance to, or inclusion of, bus and trolley stops;
5. Internal capture of peak traffic trips as a result of mix of uses;
6. Distance to public parking; and
7. Walking accessibility of the site.

All on-site parking shall be appropriately landscape to provide visual relief and, to the extent possible, shade.

Section 150-070.1(D) requires that a fee (the “Payment-In-Lieu-of-Parking-Fee,” hereinafter, the “Fee”) be established by resolution of the City Council to be paid when on-street parking spaces are used to satisfy a property’s parking requirement or if there is a waiver of required spaces based on the factors provided in the District regulations at Section 150-070.1(D)(1-7). The Fee is to be held in a separate account and used to improve or create public parking spaces. This could include improvements to existing spaces, such as restriping, lighting, and improved wayfinding. The Fee proceeds could also be used for acquisition of property to create parking lots/garages.

When the District regulations were adopted, a separate resolution establishing the Fee was not concurrently adopted. At this time, Staff recommends that the City Council adopt a resolution establishing the Fee. In setting the proposed Fee amount, Staff has evaluated several factors, including land costs and the cost of constructing surface parking spaces or parking garage spaces. The typical cost per space in a parking structure today is between \$30,000 and \$40,000. As an example, Miami Beach currently charges \$40,000 per parking space, City of Miami is at \$45,000, Coral Gables \$42,000 per space, and Bay Harbor Islands is \$20,000. The following municipalities do not have a similar fee: Cutler Bay, Pinecrest, El Portal, and West Miami. Accordingly, Staff recommends that the City Council set the tiered Fee structure as discussed below under recommendation.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution establishing the Fee in the District as follows:

<u>On Street Spaces Needed *</u>	<u>Cost per space</u>
1 to 10	\$20,000
11 to 20	\$30,000
21 and over	\$40,000

*Assuming the proposed revisions to the Gateway District Regulations, which are being considered on first reading on June 27, 2022, are approved on second reading at a future date, a fee for on-street parking spaces will be imposed for all spaces, whether abutting or adjacent to the property or not.

As an example, a project needing 28 on-street spaces would pay \$200,000 for the first 10 spaces plus \$300,000 for the next 10 spaces plus \$320,000 for the last 8 spaces for a total parking fee of \$820,000.

The Fee should be monitored and adjusted by the City Council from time to time.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ESTABLISHING A PAYMENT-IN-LIEU-OF-PARKING-FEE PURSUANT TO SECTION 150.070.1, “MIAMI SPRINGS OVERLAY GATEWAY DISTRICT,” OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 25, 2018, the City of Miami Springs (the “City”) Council adopted Ordinance No. 1107-2018, creating Section 150.070.1, “Miami Springs Overlay Gateway District,” of the City’s Code of Ordinances (the “Gateway Ordinance”); and

WHEREAS, on January 14, 2019, the City Council adopted Ordinance No. 1111-2019, to amend the Gateway Ordinance; and

WHEREAS, the Gateway Ordinance is codified in Section 150.070.1 of the City Code; and

WHEREAS, the Miami Springs Overlay Gateway District’s (the “District”) minimum parking requirements are set forth in Section 150-070.1(D); and

WHEREAS, Section 150-070.1(D) requires that a fee (the “Payment-In-Lieu-of-Parking-Fee,” hereinafter, the “Fee”) be established by resolution of the City Council to be paid when on-street parking spaces are used to satisfy a property’s parking requirement or if there is a waiver of required spaces based on the factors provided in subsections 150-070.1(D)(1)-(7); and

WHEREAS, the Fee is to be used “to fund parking and wayfinding improvements in the Gateway District and the CBD;” and

WHEREAS, given the District regulations’ intent of off-setting parking demand, proceeds from the Fee could be used for the construction of new parking spaces, lots, or garages; closely related expenses like acquisition and design costs; and improvements to existing spaces and improved wayfinding; and

WHEREAS, after evaluating several factors, including land costs and the cost of constructing surface parking spaces or parking garage spaces, City staff recommends that the City Council establish the Fee as set forth herein and that the Fees be held in a separate account; and

WHEREAS, the City Council finds that it is necessary and appropriate to adopt the Fee as recommended by Staff in accordance with the provisions of the Gateway Ordinance; and

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

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

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

Section 2. Establishing Fee. The City Council establishes the Fee as follows:

Table with 2 columns: On Street Parking Spaces Needed, Fee per Space. Rows include 1 to 10 (\$20,000), 11 to 20 (\$30,000), and 21 and over (\$40,000).

Section 3. Implementation. The City Council hereby authorizes the City Manager to take any and all steps necessary to implement the intent and purpose of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

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

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

PASSED AND ADOPTED this 27th day of June, 2022.

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

75 Block 66; Lots 28—30, Block 66; Lot 27, Block 66; Tract C, Block 66; and Lots 21—
76 22, Block 66. For reference, the area is identified below.



77
78 (C) *Design Standards.* The City desires for new and existing buildings within the Gateway
79 District to become more aesthetically pleasing, have architectural elements that
80 highlight the City's history, facilitate pedestrian activity and walkability, and assist in
81 traffic calming. As opposed to a mandate, the City desires to accomplish these
82 objectives through incentives in development standards that will encourage property
83 owners to improve their respective properties in a manner that results in cohesive
84 building design and features throughout the Gateway District. The standards are as
85 follows:

- 86 1. *Building height limitations.* In keeping with the applicable requirement of the
87 CBD, the maximum building height shall be no more than 40 feet and no more
88 than three stories. Rooftops may be activated provided that no vertical
89 construction exceeds the height restrictions stated herein.
- 90 2. *Setbacks.* The setbacks in the CBD shall remain in effect for the Gateway
91 District, except as follows:
 - 92 a. All buildings shall be built to the front property line, but the first floor shall be
93 recessed ten feet, so as to facilitate expanded sidewalks or arcade for
94 increased pedestrian activity; and
 - 95 b. No rear yard setback is required.
- 96 3. *Uses.* The uses in the CBD shall remain in effect for the Gateway District, except
97 that hotels shall be prohibited in the Gateway District. Additionally, first floor uses
98 along road rights-of-way shall be limited to restaurant and/or retail. The ground
99 floor shall contain occupiable, air-conditioned space for permitted commercial
100 uses with a minimum depth of 40 feet from the building façade for those portions
101 of the building along road rights-of-way, except such features as, without
102 limitation, driveways, utility infrastructure, colonnades and outside dining areas.
103 Direct access to such uses and full storefront windows are encouraged. Upper
104 floors may be commercial, office, residential, or a mix of residential, office, and
105 commercial. The mixed-use ratio found in § 150.070 of the Code shall not apply
106 to the Gateway District.
- 107 4. *Architectural design.* It is required that all new site development, structures,
108 buildings, remodelings and renovations show proper architectural design

109 concepts and be appropriate to their surroundings. All new construction and
 110 remodeling and renovation of existing buildings and structures within the
 111 Gateway District shall:

- 112 a. Exhibit elements of the Pueblo/Mission Revival architectural design
 113 standard. Examples of these styles will be available through the Office of
 114 the City Planner;
- 115 b. Be designed in such a manner as to create, improve, or connect pedestrian
 116 amenities in the subject property and surrounding area, giving specific
 117 consideration to such things as, without limitation, linkages
 118 in/between/among circulation patterns, relationships to architectural and
 119 urban design features, relationships to public and private spaces, and
 120 accessibility, usability and coordination with adjacent properties;
- 121 c. To the extent possible, install awnings or eyebrows for portions of the
 122 project that abut City sidewalks;
- 123 d. Be installed underground all on-site utilities. Large transformers shall be
 124 placed on the ground within pad amounts, enclosures or vaults;
- 125 e. Provide adequate landscaping to screen all aboveground facilities.
- 126 f. All satellite dishes, antennas, and or other telecommunications equipment
 127 must be appropriately screened such that it is not visible from the street.
- 128 g. Limit any residential elements to upper floors. Residential dwelling units in
 129 the upper floors shall be have an average square foot requirement of no
 130 less than 900 square feet, with an individual unit minimum requirement of
 131 no less than 800 square feet. Efficiencies, studio, and loft apartments are
 132 prohibited.

133 5. *Floor Area Limitations.* All buildings within the Gateway District shall be limited
 134 to a floor area ratio (F.A.R.) of 1.0, in keeping with the limitation of the CBD,
 135 except that properties may be developed/redeveloped up to an F.A.R. of 1.7
 136 through the satisfaction of the creative excellence standards established in this
 137 section.

138 6. *Creative Excellence Standards.* For a property to take advantage of a project
 139 F.A.R. in excess of 1.0 as referenced in subsection 3 5 herein, a development
 140 or redevelopment project must incorporate a combination of elements from at
 141 least three of the Creative Excellence categories provided below, which shall be
 142 demonstrated by the property owner at the time of initial site plan review.
 143 Notwithstanding the cumulative value of the Creative Excellence elements, no
 144 project may exceed an F.A.R. of 1.7. No single element may be counted towards
 145 the satisfaction of more than one standard. The schedule of Creative Excellence
 146 elements for projects in the Gateway District are as follows:

Category	Creative Excellence Element	Amount of F.A.R. (up to specified amount)

		depending on degree of compliance)
A. Site Planning and Design	<p>a. Art in public places—Durable creations that can be original works of art designed specifically for the site including, but not be limited to, sculptures, murals, monuments, frescoes, fountains, paintings, stained glass, or ceramics and may include architectural designs, components or structures. The "art work" medium can include, but not be limited to, glass, steel, bronze, wood, stone and concrete. For purposes of the art program, "art work" does not include the following: (1) directional elements, such as signage or graphics; (2) objects that are mass-produced in a standard design; or (3) landscape gardening, unless substantially comprising durable elements defined as "art work" under this section. The art shall be placed in an exterior area on the property subject to the development or on public property within the Gateway District, which is easily accessible or clearly visible to the general public from adjacent public property such as a street or other public thoroughfare or sidewalk. At a minimum, the art work shall cost one percent of total construction cost as indicated on the Building Permit or \$25,000.00 whichever is greater. <u>An appraisal or other evidence of the value of the proposed art, including acquisition and installation costs, shall be submitted at the time of initial site plan review.</u> The design and placement of the art is subject to approval by the City during site plan review. This element may be satisfied with a decorative water features—Considering movement, sound, reflection, recreation, cooling effect, architectural effect, coordination with plaza or other special place, public-private transition, visual impact, and relation to overall project design. In the alternative, a property may elect to pay the City an amount equal to the value of the art that meets this element in lieu of art on the property, which the City shall use for public art and beautification improvements.</p>	0.2
	<p>b. Community Entry Feature—A thematic architectural or landscape design elements that incorporates a special landmark feature or public art to identify the community, representative of the</p>	0.20

	City character. The Feature shall be subject to approval by the City.	
	c. Directional Signage—A thematic, permanent sign incorporated into a right-of-way feature that orients pedestrians and drivers to facilities and other points of interest. The design of the signage will be subject to approval by the City.	0.20
B. Improvements: Rights-of-Way and On-Site Public Spaces	a. Alley improvements—Resurfacing and lighting in accordance with the specifications as established by the City Engineer. Includes the placement of all utility lines, transformers and related equipment underground and/or in vaults.	0.2
	b. Right-of-Way improvements—Improvements to crosswalks, sidewalks, canal banks, curbing, landscaping islands and other.	0.2
	c. Installation of trolley stops/bus shelter on the subject property or neighboring property.	0.15
C. Site Improvements	a. Lighting—Installation of decorative lighting (any combination building, landscape and site lighting).	0.1
	b. Landscape maturity—This bonus applies to landscaping that is a minimum 50% bigger than minimum standards for onsite plantings.	0.2
	c. Street trees, grates and irrigation—Landscaping on the public right-of-way shall occur for the entire street frontage of the property and shade trees shall be planted no further apart than 30 feet on center. Palms shall not be counted towards this elements. This bonus applies to landscaping that is a minimum 50% bigger than minimum standards for onsite plantings.	0.1
D. <u>Green Buildings</u>	<u>Green Building Certification. LEED (New Construction or Major Renovation) Silver or greater, or certification by the Florida Green Building Council</u>	0.5
	<u>(a) The applicant must successfully register the project with the Green Building Certification Institute or the Florida Green Building Coalition, or other third party certifying agency as approved by the City Planner, and provide evidence of such registration</u>	
	<u>(b) Applicant shall have a minimum of one LEED accredited professional, or other similarly accredited professional, on the design team. Applicant shall provide a copy of the LEED accreditation certificate or similar certification and</u>	

	<u>describe the role of the LEED accredited professional on the design team</u>	
	<u>(c) The applicant must provide a copy of the pertinent credit checklist indicating which credits the applicant intends to achieve along with a written narrative and detailed drawings and plans illustrating the applicant's intent to meet the prerequisites as described in the applicable LEED Rating System or FGBC Designation for the specific building type</u>	
	<u>(d) Prior to the issuance of the first principal building permit the applicant shall post a performance bond equal to five percent of the total cost of the construction in order to secure performance and fulfillment of the applicant. In lieu of the bond required by this Section, the City may accept an irrevocable letter of credit from a financial institution authorized to do business in Florida or provide evidence of cash deposited in an escrow account in a financial institution in the State of Florida in the name of the applicant and the City. The letter of credit or escrow shall be in the same amount of the bond if it were posted. If the project fails to meet the criteria required for certification by the Green Building Certification Institute or other nationally recognized certifying agency within one year after receiving the City's certificate of occupancy, the applicant shall either request an extension or forfeit 100 percent of the bond. The applicant, for good cause shown, may request an extension of time of up to one additional year to achieve certification. Such extension may be granted at the sole discretion of the City Council after having considered the factors and improvements necessary to achieve the requisite certification. If certification is not achieved within two years after receiving the City's certificate of occupancy, the applicant shall forfeit 100 percent of the bond to the City</u>	

147 (D) *Parking Requirements.* The CBD parking requirements as provided in §
148 150.070(E)(1—3) shall apply to the Gateway District, including, without limitation, the
149 grandfathering of provided parking, if any, for existing buildings and current uses.
150 Additionally, because of the uniqueness of the buildings, configuration of parcels,
151 and road network in the Gateway District, the minimum parking space requirements
152 and design for new construction or alterations to existing structures that expand

153 occupiable space, shall be determined on a case-by-case basis. The City Planner
154 shall have the authority to establish parking requirements for alterations and new
155 construction by counting a combination on-site and on-street parking and other
156 elements identified below. In establishing the required parking, the City Planner shall
157 utilize a parking study prepared by a licensed and qualified individual to be paid for
158 by the applicant. For any on-street parking space(s) counted towards the satisfaction
159 of a property's requirement, irrespective of whether such spaces are immediately
160 abutting or adjacent to the subject property, or any spaces otherwise waived as a
161 result of one of the factors listed below, a fee shall be paid to the City for each such
162 parking space prior to the issuance of a building permit, in an amount set from time
163 to time by approved resolution of the City Council. The funds shall be used to fund
164 parking and wayfinding improvements in the Gateway District and the CBD. In
165 determining the parking requirements for non-grandfathered properties, the following
166 shall be considered:

- 167 1. Availability of on-site parking;
- 168 2. Availability of on-street parking;
- 169 3. Provision of bicycle parking;
- 170 4. Distance to, or inclusion of, bus and trolley stops;
- 171 5. Internal capture of peak traffic trips as a result of mix of uses;
- 172 6. Distance to public parking; and
- 173 7. Walking accessibility of the site.

174 All on-site parking shall be appropriately landscape to provide visual relief and, to the
175 extent possible, shade.

176 (E) *Project Review Process.* The following formal approval process for the City shall
177 apply to all new construction and redevelopment projects within the Gateway District.

- 178 1. Optional informational and pre-application meeting with City Staff.
- 179 2. Mandatory application preliminary review meeting with City Staff.
- 180 3. Applications for variances, if any, shall be submitted to the City Board of
181 Adjustment for review and consideration in accordance with the procedures set
182 forth in Code §§ 150-110 through 150-113.
- 183 4. The City Zoning and Planning Board will have the responsibility to review all site
184 and development plans and to make recommendations for modification,
185 approval or denial to the City Council in accordance with Code §§ 150-101 and
186 150-102.
- 187 5. The decisions and recommendations of the City Board of Adjustment and Zoning
188 and Planning Board will be reviewed for final approval by the City Council in
189 accordance with the procedures set forth in Code § 150-113.
- 190 6. The City Council shall authorize the preparation and issuance of a Development
191 Order for each project application that has completed the Development Review
192 Process.

193 (F) *Site Plan Review*. Any development within the Gateway District shall be required to
194 have the site and development plans approved as provided herein before a building
195 permit is issued to insure that development is in accord with the intent of this district.
196 Applications for site and development plan approval shall be submitted to the
197 Planning Office according to the provisions of the Zoning Code and the additional
198 requirements and procedures specified herein.

199 1. The application for site and development plan approval shall include but shall
200 not be limited to:

201 a. Plans, maps, studies and data which may be necessary to determine
202 whether the particular proposed development meets the intent of the
203 Gateway District, and the specific requirements and standards contained in
204 this subsection;

205 b. A survey showing property and ownership lines; existing structures, alleys,
206 easements and utility lines;

207 c. A traffic study providing such information as, without limitation, a location
208 map showing the project site in relation to proximate major road systems in
209 and out the City, the anticipated peak morning and evening trips to be
210 generated by the proposed project, the current level of service for roadways
211 and intersections within 500 feet of the project, in and out of the City's
212 jurisdiction, inclusive of the following roads in the City of Hialeah:
213 Okeechobee Road, Palm Avenue, Hialeah Drive, and East 1st Avenue;

214 d. General nature of the proposed development, planned uses and activities
215 and the name of the developer;

216 e. A site plan showing setbacks, height, floor area ratio, orientation and all
217 existing and proposed site development as required by this ordinance.
218 Landscaping Design may be incorporated into the site plan or submitted as
219 a separate plan.

220 f. Dimensioned floor plan(s) and cross sections;

221 g. To the extent sought, an explanation of how the project's design and/or
222 amenities are meeting the creative excellence standards and the proposed
223 value attributed to each element;

224 h. Exterior colored elevations of each building facade (including, but not limited
225 to, renderings, sketches, and/or perspectives). Elevations must be mounted
226 on 24-inch by 36-inch boards and submitted to the City prior to public
227 meetings;

228 i. One set of identical uncolored elevations shall be submitted in paper format.
229 Elevations must include all items affecting the appearance of the building
230 including, but not limited to, site amenities, street furniture, air-conditioning
231 grilles, compressors, mechanical equipment, exterior colors and material
232 designations, exterior lighting, landscaping, and all signs. These drawings
233 shall be referenced to the color and/or material samples submitted with the
234 application and on the mounted drawings. Photographs and other similar

- 235 documents which provide sufficient information will suffice for small-scale
236 projects where applicable;
- 237 j. Detailed drawings for all signs, (with color and text styles, referenced in the
238 application), except those which cannot be determined because the
239 occupancy of the space is not known, in which case, only the text shall be
240 excluded;
- 241 k. A description of exterior material designations and surface treatments (with
242 attached samples, catalog specs, or colored brochures) including roofs and
243 ground treatments. Sample materials may be submitted as segments,
244 catalog cuts, or photographic records attached to the application. Large,
245 bulky materials whose size or shape will not fit easily with the application
246 file will not be accepted;
- 247 l. Exterior façade color samples complying with the City of Miami Springs
248 approved color palette shall be submitted with the application (including that
249 of signs);
- 250 m. All lighting proposed (i.e. fixture types and locations, materials, lamp design,
251 illumination colors, etc.) shall be included within a site photometric plan and
252 fixture schedule;
- 253 n. Other information as may reasonably be required by the City Staff to provide
254 information needed to process the application;
- 255 o. One, professionally crafted, two-point perspective color rendering of the
256 project and one rendered landscaped site plan for review by City Staff. This
257 shall be completed prior to public meetings. Digital images of the plans and
258 renderings must be submitted in JPG, JPEG, TIF, or TIFF formats, resample
259 at no greater than an 11-inch by 17-inch paper size, with a resolution of 200
260 dots per inch (dpi), for use in a Microsoft PowerPoint presentation at the
261 City Council meeting;
- 262 p. Points of ingress and egress for vehicular and pedestrian traffic, circulation
263 patterns within the project, including location and design of east/west
264 roadways, where required;
- 265 q. Location, character, and scale of parking and service facilities, including
266 area and number of parking spaces, character of structural parking, if any;
267 location of loading areas and commercial vehicle parking.
- 268 r. Any additional materials and information as may be required by the proper
269 agencies of the City;
- 270 s. Where a proposed development is planned to be constructed in phases, the
271 timing of the first phase shall be indicated. The information concerning the
272 nature of the development, uses, location and floor areas to be developed
273 shall also be supplied. The same information shall be provided for
274 succeeding stages. Initiation of succeeding stages shall be made
275 dependent upon the completion of earlier stages and the supplying of any
276 information that may be required by the proper City agencies;

- 277 t. When a proposed development contains provisions concerning the
278 establishment and continuing operation and maintenance of improvements
279 and facilities for common use by the occupants of the project and the
280 general public, but which are not provided, operated, or maintained at
281 general public expense, the owner shall give assurance in a manner
282 approved by the City Council that such improvements and facilities will be
283 maintained without future expense to the City, and that the development will
284 conform to approved site and development plans; and
- 285 u. Such other requirements as may be prescribed by the Code.
- 286 2. Exemptions. The following applications for development, redevelopment, or
287 building permit will be exempt from the application of this ordinance:
- 288 a. Any building or structure for which final site plan approval has been obtained
289 prior to the enactment of this section;
- 290 b. A project determined by the City Planner to be of a temporary nature such
291 that meeting the intent of the ordinance would not be practical.
- 292 c. The City Administrative Staff shall retain the authority to exempt any
293 proposed development or redevelopment project for this district that is being
294 proposed for any existing structure or structures from the application of any
295 or all of the provisions of Code. This exemption shall not be applicable to
296 development or redevelopment projects in the Gateway District proposed
297 for vacant or "ground up" construction which retains the continuing
298 availability of the City variance process for specific relief from the provision
299 of this code section.
- 300 3. Fees. Each application filed with the City shall be accompanied by the payment
301 of a fee, as set by the City Council, from time to time, to cover the expenses of
302 the City, including but not limited to the various costs incurred by the use of the
303 City's outside technical and legal consultants, in processing and reviewing the
304 application for development.

305 * * *

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

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

315 **Section 5. Codification.** That it is the intention of the City Council and it is
316 hereby ordained that the provisions of this Ordinance shall become and be made a part
317 of the City Code, that the sections of this Ordinance may be renumbered or relettered to

318 accomplish such intentions, and that the word Ordinance shall be changed to Section or
319 other appropriate word.

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

322 **PASSED ON FIRST READING** on the _____ day of _____, 2022, on a
323 motion made by _____ and seconded by _____.

324 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2022,
325 on a motion made by _____ and seconded by _____. Upon being put to a
326 roll call vote, the vote was as follows:

327	Vice Mayor Dr. Walter Fajet	_____
328	Councilman Bob Best	_____
329	Councilwoman Jacky Bravo	_____
330	Councilman Dr. Victor Vazquez	_____
331	Mayor Maria Puente Mitchell	_____

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MARIA PUENTE MITCHELL
MAYOR

337

338 ATTEST:

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ERIKA GONZALEZ, MMC
CITY CLERK

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

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

352



MEMORANDUM

To: Honorable Mayor and Council

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

Date: June 27, 2022

RE: Resolution Approving Special Magistrate Agreement with Hillah Sara Mendez

Recommendation:

Adopt the proposed Resolution to authorize the execution of the Special Magistrate Agreement and the appointment of Hillah Sara Mendez as Special Magistrate.

Background:

Pursuant to Section 32-62(8) of the City Code, the City Council may appoint or authorize the appointment of a special magistrate to preside over code compliance hearings in the same capacity as the Code Compliance Board.

The Special Magistrate Agreement authorizes Hillah Sara Mendez, P.A., to preside in Code Compliance hearings, which are held on the first Tuesday of each month.

There are no hearings scheduled for July 2022. Due to the summer vacation holiday schedule, the August 2022 meeting will be scheduled for a date and time after August 17, 2022. Thereafter, the meetings should take place on the first Tuesday of each month beginning with the September 6, 2022 hearing date.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A SPECIAL MAGISTRATE SERVICES AGREEMENT WITH HILLAH SARA MENDEZ, P.A.; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 32-62(8) of the Code of the City of Miami Springs (“City”), a Special Magistrate may be appointed by the City Council, or pursuant to City Council authorization, to preside over code compliance hearings; and

WHEREAS, the City is in need of a Special Magistrate who is an attorney admitted to practice law in the state of Florida, in good standing with the Florida Bar, and possesses a thorough understanding of City code compliance matters, the City Code and all applicable laws and regulations; and

WHEREAS, Hillah Sara Mendez, P.A. (the “Contractor”) has been determined to possess the qualifications to serve as the City’s Special Magistrate; and

WHEREAS, the City and Contractor, through mutual negotiation, have agreed upon a fee for the Contractor’s services as Special Magistrate and City desires to engage the Contractor to perform the services as Special Magistrate, as further provided in the Special Magistrate Services Agreement attached hereto as Exhibit “A” (the “Agreement”), pursuant to Section 32-62(8) of the City Code; and

WHEREAS, the City Council desires to approve the Agreement; and

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

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

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

Section 2. Approval. That the City Council hereby approves the Agreement in substantially the form attached hereto as Exhibit “A” pursuant to Section 32-62(8) of the City Code.

Section 3. 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 approval by the City Attorney as to form, content, and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution.

Section 4. Effective Date. That this Resolution shall become effective immediately upon its adoption.

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

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

PASSED AND ADOPTED this 27th day of June, 2022.

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

SPECIAL MAGISTRATE SERVICES AGREEMENT

BETWEEN

CITY OF MIAMI SPRINGS

AND

HILLAH SARA MENDEZ, P.A.

THIS AGREEMENT (this “Agreement”) is made effective as of the 1st day of July, 2022 (the “Effective Date”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **HILLAH SARA MENDEZ, P.A.**, a Florida Professional Association, (hereinafter, the “Contractor”).

WHEREAS, the City is in need of a Special Magistrate to preside over code violation proceedings in accordance with Article VIII, “Code Compliance Board” of Chapter 32, of the City Code and Chapter 162, Florida Statutes; and

WHEREAS, the Contractor has been determined to possess the qualifications to serve as the City’s Special Magistrate; and

WHEREAS, the City and Contractor, through mutual negotiation, have agreed upon a fee for the Contractor’s services as Special Magistrate; and

WHEREAS, the City desires to engage the Contractor to perform the services as Special Magistrate; and

WHEREAS, the Contractor represents that she is capable and prepared to perform the services of Special Magistrate.

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

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

2. **Scope of Services.**

2.1. Contractor shall perform the services of a Special Magistrate (the “Services”) in accordance with the provisions of Article VIII, “Code Compliance Board” of Chapter 32, of the City Code, Chapter 162, Florida Statutes, and applicable laws.

2.2. Those Services shall include, but are not limited to, presiding over the City’s code compliance violations; adopting rules for the conduct of hearings; hearing and deciding alleged violations of the City’s Code of Ordinances; subpoenaing evidence and alleged violators and witnesses to its hearings; taking testimony under oath; assessing fines against violators of city codes and ordinances; issuing findings of fact based on evidence of record and conclusions of law; and issuing orders having the force of law to command whatever

steps are necessary to bring a violation into compliance. The City Code Compliance Clerk or other City employees shall provide clerical and administrative personnel as may be reasonably required by the Contractor for the proper performance of its duties. The Contractor shall have no powers except as provided by this Agreement or by law.

2.3. Contractor shall furnish all orders, reports, documents, and information obtained pursuant to this Agreement during the term of this Agreement (hereinafter “Deliverables”) to the City.

3. **Term/Commencement Date.**

3.1. The term of this Agreement shall be from the Effective Date through one year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the City Manager may renew this Agreement on an annual basis on the same terms and conditions as set forth herein upon written notice to the Contractor.

4. **Compensation and Payment.**

4.1. In consideration for the Services to be provided by the Contractor, the City agrees to pay the Contractor at a rate of \$250.00 per hour. In the event of the City’s termination of this Contract prior to the end of the Contract Term, the City shall pay the Contractor for actual Services performed by the Contractor prior to the City’s termination of this Contract. The Contractor shall receive no less than four hours of compensation for each hearing attended plus the prorated hourly rate for any time in excess of four hours. Such initial four hour compensatory time shall be inclusive of travel time to and from the hearing in an amount of travel time not to exceed an hour. The Contractor may also be paid for reasonable hearing preparation time billed, legal research services, and preparation of orders. Reasonable expenses, including copy and printing charges (.15 per page) are acceptable.

4.2. Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act, Chapter 218 Florida Statutes.

5. **Contractor’s Responsibilities; Representations and Warranties.**

5.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor 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 Contractor’s Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Contractor shall at Contractor’s sole expense, immediately correct its Deliverables or Services.

5.2. The Contractor 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. Contractor 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.

5.3. The Contractor 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 Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

6. City's Responsibilities; Representations and Warranties.

6.1. The City shall be responsible for providing information in the City's possession that may reasonably be required by Contractor to provide the services described in Section 1.0. of this Agreement.

7. Conflict of Interest and Unavailability.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor 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.

7.2. In the event that Contractor determines that a conflict of interest may arise or has arisen in reference to any matter that Contractor is handling for the City, Contractor shall notify the City Attorney and the City's Code Compliance Director prior to the scheduled hearing and no later than 48 hours after such conflict arises or is first determined.

7.3. The Contractor acknowledges that the City's code compliance hearing schedule will generally follow a set pattern and further agrees to inform City of any hearing dates that Contractor will miss due to vacation or other planned absence at least 30 days in advance. Should the unavailability arise less than 30 days before a hearing date, the Contractor agrees to provide notice of unavailability within 48 hours of when it arises.

8. Termination.

8.1. The City Manager, without cause, may terminate this Agreement upon thirty (30) calendar days' written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the City's written notice of termination, Contractor shall immediately stop work unless directed otherwise by the City Manager.

8.3. In the event of termination by the City, the Contractor shall be paid for all Services actually performed up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4 of this Agreement.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services 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. Nondiscrimination. During the term of this Agreement, Contractor 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.

10. Attorneys Fees and Waiver of Jury Trial.

10.1. 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.

10.2. 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.

11. Indemnification.

11.1. Contractor 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 Contractor's negligent performance or non-performance of any provision of this Agreement. Contractor 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 Contractor's negligent performance or non-performance of this Agreement.

11.2. 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.

11.3. This provision shall not be construed to require the Contractor to indemnify the City in situations wherein their rulings are appealed in the ordinary course as provided by law.

11.4. To the extent permitted by law, the City will indemnify, hold harmless, and defend the Contractor in their capacity as Special Magistrate for municipal Code Enforcement proceedings, including from any cause of action that may arise from the performance of the Services.

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

12. 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, 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. A copy of the formal notice shall also be sent via electronic mail to the parties (or their successors) at the addresses listed on the signature page of this Agreement.

13. 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.

14. Entire Agreement/Modification/Amendment.

14.1. 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.

14.2. 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. Such modifications shall be in the form of a written Amendment executed by both parties.

15. Ownership and Access to Records and Audits.

15.1. Contractor 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 Contractor during the term of this Agreement (“Work Product”) belong to the City. Contractor 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).

15.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’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 Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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.

15.3. Upon request from the City’s custodian of public records, Contractor 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.

15.4. 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.

15.5. 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 Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor 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 Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

15.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

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

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

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

17. **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.

18. **Independent Contractor.** The Contractor 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.

19. **Compliance with Laws.** The Contractor 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.

20. **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.
21. **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.
22. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
23. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
24. **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.
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 Contractor that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to the Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

CONTRACTOR

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____
Name: Hillah Sara Mendez
Title: Principal Attorney
Entity: Hillah Sara Mendez, P.A.

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:

Hillah Sara Mendez, P.A.
Attn: Hillah Sara Mendez
237 S. Dixie Highway
Fourth Floor
Miami, FL 33133
305-300-6618 (telephone)
h.mendezpa@gmail.com (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or


Did not take an oath



AGENDA MEMORANDUM

Meeting Date: June 27, 2022

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

From: William Alonso, City Manager / Finance Director 

Subject: Miami Association of Realtors Grant for the placement of a city sign

The Miami Association of Realtors has graciously offered the city another grant opportunity that involves a city name sign to be placed at a location the city chooses. On page 3 of the attachments you have an example of a new sign they approved for the City of Doral at their new White Course Park.

There are two types of signs available, on page 1 is a sample of the stacked sign which staff recommends since this sign is approx. 18 feet wide with 4 foot letters. Page 2 is another sample which is 33 feet in width and the letters are not stacked. This sample would require a larger area to install.

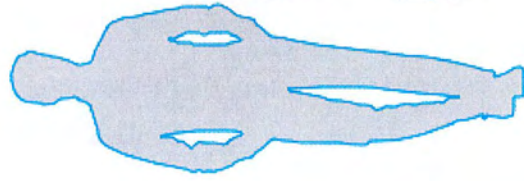
Next we turn to locations, pages 4 and 5 show the area on the circle where this would fit. This faces south across the street from the clock. Page 6 shows the area by the clock which can also be considered.

Page 7 and 8 show the Curtis median across from the golf course driving range. Page 8 shows the northernmost area of the median where the sign could be placed. The southernmost section already contains the city welcome sign, the Wilcox memorial and the Garden Club area. Finally, page 9 is a separate median area north of the median we just discussed.

The Realtors Grant would cover the bulk of the cost, the city would be responsible for the concrete pad required to install the sign as well as placement of 1-2 park benches in the vicinity in order to create a community and visitor gathering place for pictures, and lighting for the sign. Projected cost to the city is under \$3,000.

Our future plans once this part of the project is complete is to establish a committee for art in public spaces and do a call to artists to come up with ideas on adding artwork to the signage.

At this time, Staff would request Council direction on which sign should be used (Stacked or non-stacked) and which location would be appropriate.



MIAMI SPRINGS



43.4 Ft



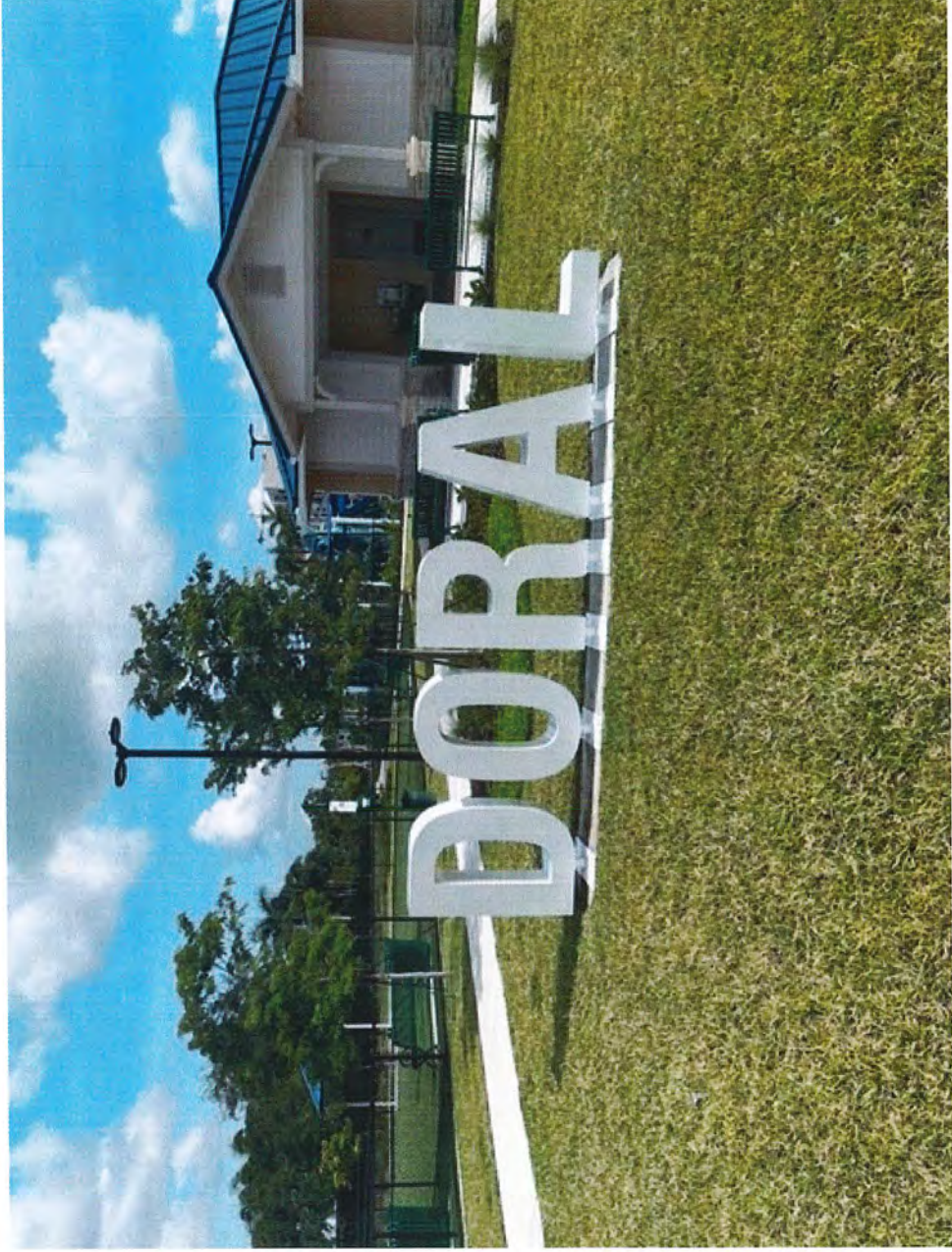
MIAMI SPRINGS

4 ft. High Letters

33 feet wide



Sample of Sign
New Park in Doral



③

ON CIRCLE



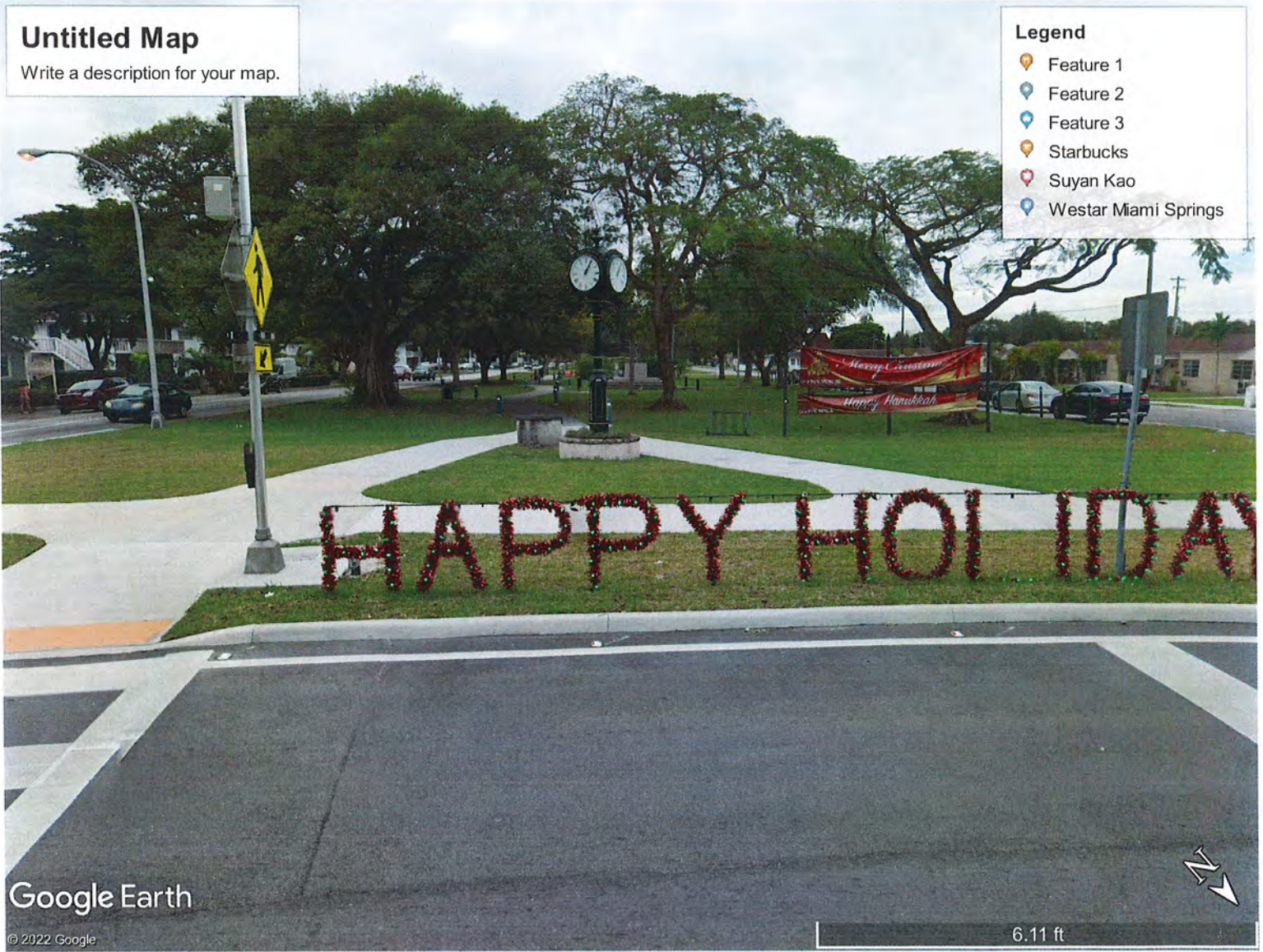
④

ON Circle



5

On Circle by Clock



6

Golf Median



Golf Median



8

Separate Golf Median Area



9



MEMORANDUM

To: Honorable Mayor and Councilmembers of the City of Miami Springs
From: Haydee Sera, City Attorney
Date: June 27, 2022
RE: Charter Provisions Governing Partial Terms of Office

Currently, Section 3.06(7) of the City of Miami Springs' Charter provides that "The holding of an elective office for a portion of any term shall be deemed as serving the full number of years of the term of the said elective office." At the May 23, 2022 City Council Meeting, the City Council requested that the City Attorney's Office evaluate alternatives to the City's Charter provision.

After researching alternatives to the City's Charter provision, the City Council may wish to consider the following models relating to the holding of a partial term of office:

- Model No. 1. A partial term of office does not count as a full term if the official is chosen, appointed, or elected to fill a vacancy; and
- Model No. 2. A partial term of office only counts as a full term if the official holds office for a specified amount of time, typically half the duration of a full term.

To assist the City Council in evaluating the two models, two sample municipal charter provisions representing Models 1 and 2 are attached hereto.

The City Council may direct the City Attorney to draft a proposed charter amendment based on the charter provision models and after considering the proposed charter amendment, may adopt a Resolution to place the proposed charter amendment on the ballot for a vote by the electors.





SAMPLE CHARTER PROVISION AMENDMENTS

Model No. 1 Section 3.06 - Election of Mayor and Councilmembers; general and special elections.

(7) No person shall hold elective office or offices longer than a total of 8 consecutive years. The holding of an elective office for a portion of any term shall be deemed as serving the full number of years of the term of the said elective office- except that the holding of elective office by an individual appointed or elected to fill a vacancy shall not be counted as serving a term.

Model No. 2 Section 3.06 - Election of Mayor and Councilmembers; general and special elections.

(7) No person shall hold elective office or offices longer than a total of 8 consecutive years. The holding of an elective office for a portion of any term shall be deemed as serving the full number of years of the term of the said elective office- except that the holding of elective office by an individual appointed or elected to fill a vacancy shall not count as serving a term if it the elective office is held for less than half of a term.
