



REVISED

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, September 12, 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) Swearing-in Ceremony for Alexander M. Alvarez, Miami Springs Police Department, by Chief Armando Guzman
 - B) Introduction by the newly appointed Miami-Dade County Fire Chief Raied S. Jadallah
 - C) Yard of the Month Award for July 2022 – 1281 Heron Avenue – Kevin and Jessica Mulet
 - D) Recognizing the City Hall Lobby Artist of the Month for September 2022 – Joan Cavalier
 - E) Proclamation presentation for recognizing the week of September 25th – October 1st as Childhood Cancer Awareness Week
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*

6. Approval of Council Minutes:

- A) August 15, 2022 – Workshop Meeting
- B) August 22, 2022 – Regular Meeting

7. Reports from Boards & Commissions:

- A) Re-appointing Board Member Wendy Anderson-Booher to the Ecology Board

8. Public Hearings:

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Adopting The Proposed Millage Rate For Fiscal Year 2022-2023 In The Amount Of 6.9900 Mills, Which Is 5.35% Higher Than The Roll-Back Rate Of 6.6352 Mills, To Balance The General Fund For Fiscal Year 2022-2023; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Tentative Budget For The Fiscal Year Commencing October 1, 2022, And Ending September 30, 2023; Confirming Date Of Second Public Hearing; And Providing For An Effective Date

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Ovas & Co, LLLC For Citywide Asphalt Patching Services On An As-Needed Basis In An Amount Not To Exceed \$25,000; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With CivicPlus, LLC For The Seeclifix 3-1-1 Service Request Management Application Application; Authorizing The City Manager To Issue A Purchase Order To CivicPlus, LLC For The Seeclifix 3-1-1 Service Request Management Application Application In An Amount Not To Exceed \$15,263.70 For Fiscal Year 2022-23 And Budgeted Funds In Future Fiscal Years; Providing For Implementation; And Providing For An Effective Date

10. Old Business: None.

11. New Business:

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 31-11, “Purchasing, Procurement, And Sale Procedures” Of The City’s Code Of Ordinances To Update The City’s Procurement Provisions; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, [Approving/Denying] A Variance Application By Juan A. Calvo For Property Located At 400 Park Street To Provide A 10’8” Front Yard Setback Where Section 150-060(E) Of The Code Requires A Minimum Required Front Yard Of Not Less Than 30 Feet Or The Average Depth Of The Front Yard Of The Lot Or Lots Next Adjacent Thereto On Either Side, Whichever Is

The Lesser Of The Two; Providing For Conditions; Providing For Violations; And Providing For An Effective Date

C) Discussion on the 100th Year Celebration Committee process

12. Other Business: None.

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, September 12, 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



Mission Statement

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



***Miami Springs Police Department
Swearing in Ceremony for***

Alexander M. Alvarez

September 12th, 2022

7:00 p.m.

Council Chambers

City of Miami Springs

201 Westward Drive

Miami Springs, Florida 33166



City of Miami Springs Officials

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

*City Manager William Alonso
Assistant City Manager Tammy Romero
Chief of Police Armando Guzman
City Clerk Erika Gonzalez-Santamaria
City Attorney Haydee Sera*

Welcoming Remarks

Chief Armando Guzman

~

Swearing In Ceremony

Police Officer Alexander M. Alvarez

Oath of Office

I, Alexander M. Alvarez, do solemnly swear, that I will support and defend the Constitution of the United States, and the Constitution of the State of Florida against all enemies, foreign and domestic; that I will bear true faith and allegiance, to the same; to uphold and enforce the laws of the United States, the State of Florida, the County of Miami-Dade, and the City of Miami Springs; that I take this obligation freely, without any mental reservations or purposes of evasion; and that I will well and faithfully discharge the duties, of Police Officer, of the City of Miami Springs, acting to the best of my ability, so help me God.



CERTIFICATE OF RECOGNITION

Presented to

Kevin & Jessica Mulet

Of

1281 Heron Avenue

for their home being designated as

“YARD OF THE MONTH”

July 2022

Presented this 12th day of September, 2022.

CITY OF MIAMI SPRINGS, FLORIDA

Maria Puente Mitchell
Mayor

ATTEST:

Erika Gonzalez, MMC
City Clerk



City of Miami Springs, Florida
City Council Workshop Meeting Minutes
Monday, August 15, 2022, 6:00 p.m.

Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

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

Present were the following:

Present were the following:

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

City Manager/Finance Director William Alonso
Assistant City Manager Tammy Romero
City Clerk Erika Gonzalez-Santamaria
City Attorney Haydee Sera (via Zoom)
Public Works Director Lazaro Garboa
Administrative Assistant to Public Works Director Lizzette Fuentes
Planning Director Chris Heid
Code Compliance Officer Rosemary Novo
IT Director Jorge Fonseca
Building Official Ulises Fernandez
Recreation Director Omar Luna
Elderly Services Director Tammy Key

- 2. Invocation:** Offered by Mayor Maria Mitchell
Salute to the Flag: The audience participated.

- 3. Workshop on Proposed Fiscal Year 2022-2023 Budget**

- I. Opening Remarks by City Manager/Finance Director William Alonso

City Manager Alonso introduced the upcoming workshop and stated that the upcoming budget discussions offers Council various options and decisions required to finalize the FY2022-2023 budget. He presented a statement based on the proposed millage rate of 6.9900, revenues of \$20,139,931.00. The proposed budget reflects at the recommended millage rate a surplus of \$191,522.00. There are no reduction in services and no new outsourced services. The new proposed budget includes a proposed COLA increase of 4%

for all General Employees and 3% for Police; includes adding a new code compliance officer and chemical applicator for the Golf Maintenance Dept. Health Insurance is increasing by 9%; includes the City Attorney annual increase of \$12,000.00. In this budget, also included is \$45,000 for the City Lobbyist and \$36,000 for grant writing services. The 2022-2023 includes \$50,000 for City-wide tree planting and \$100,000 for tree trimming services. Council budget includes a \$35,000 funding request from CMI for next fiscal year, \$14,000 for the River Cities Festival, \$29,000 for Pelican Playhouse and \$12,620 request from the Historic Museum for storage and fence installation costs.

II. City Council

City Manager/Finance Director Alonso stated that the budget shows a decrease in the Council proposed budget. Council budget includes \$35,000 for the Curtiss Mansion, \$14,000 for the River Cities Festival and \$12,620 for the Historic Museum's museum storage costs and the installation of a new fence.

Presentation made by Juliana Arias for River Cities Festival, she requested the funds including the \$14,000 for this year. Former Mayor Richard Wheeler provided an informative oral and visual presentation on the Curtiss Mansion and the request for \$35,000. There were no further actions taken at this time. Former Councilman and Current Historical Society Museum President Jaime Petralanda addressed the City Council on requests for storage costs, a new fence and assistance with the purchase of new onsite classroom container unit. Further discussion ensued, and the City Council requested more information on the fence installation.

III. City Clerk

The City Clerk's budget is \$10,553 more than last year. The increase is mainly due to the 2023 City Election. There were no further changes to the Clerk budget.

There were no other questions or comments on this portion of the budget.

IV. Code Compliance

Mr. Alonso commented that the Code Compliance Department is a separate department from Building. He stated that the budget is \$36,036 higher than last year due to an additional Code Enforcement Officer. The budget also includes \$15,000 for Special Magistrate services.

There were no further changes to this section.

V. Building Department

Mr. Alonso stated that the Building Department is \$15,299 lower than the current year. The Building Department budget is a separate Special Revenue fund.

Building and Code Compliance Director Ulises Fernandez answered questions from Council. There were no further changes in the budget.

VI. IT Services

The budget is \$9,305 higher than the current year, according to Mr. Alonso. I.T. Director Jorge Fonseca answered Council's questions and there were no changes to the proposed budget.

VII. Planning

Mr. Alonso stated that the proposed budget is \$3,536 higher than the current year. Zoning and Planning Director Chris Heid addressed the Council's questions. There was no further discussion on this portion of the budget.

VIII. Parks and Recreation

i. Administration

The total budget includes an increase of \$32,377 this upcoming fiscal year. This portion of the budget, Administration is \$73,182 lower than the previous year. The budget includes the State's minimum wage increase to \$11.00/hr. for all part time staff, health costs, and COLA. In addition, the budget includes office renovations and multi-purpose room; includes \$25,000 for a pick-up truck. The Pelican Playhouse will receive a subsidy of \$31,600 for the upcoming year.

Parks and Recreation Director Luna and Finance Director Alonso answered the Council's questions.

ii. Pool

Mr. Alonso stated that the proposed budget for the Pool is approximately \$71,531 higher for the new fiscal year. Increase is due to the minimum wage increase state-wide to \$11.00/hr., health costs, and COLA. The budget includes \$30,000 to renovate the pool deck.

Parks and Recreation Director Omar Luna and City Manager Alonso answered Council's questions.

iii. Tennis

Finance Director William Alonso stated that the Tennis operation is \$5,000 higher; budget includes \$25,000 for resurfacing of two tennis courts. There were no questions regarding this budget.

iv. Park Maintenance

The Park Maintenance budget is approximately \$29,029 higher than the current year. Budget includes \$25,000 for laser-grading Peavey and Stafford Parks. There were no further actions on this portion of the agenda.

IX. Elderly Services

City Manager/Finance Director Alonso stated that the Elderly Services budget is approximately \$187,221 or 18.5% higher than the previous year. This includes costs for the additional staffing, health, fitness and art instructors. The Center will be receiving \$750,000 is LSP funding which was approved by the State.

Elderly Services Manager Tammy Key answered Council's questions to their satisfaction. There were no further discussions on this section of the budget.

X. Finance

City Manager/Finance Director Alonso stated that there was a 7% increase due to COLA and health insurance costs for the department. This section of the budget also includes the Professional Services budget. He explained that the budget is lower this year, \$63,300 or 20% approximately; grant writer continues to be outsourced.

There were no further changes to the budget.

4. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:45 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
this 12th day of September, 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.



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, August 22, 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 7:02 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Walter Fajet, Ph.D.

Councilman Bob Best

Councilwoman Jacky Bravo

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

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) Rotary Club's "Dining Out for A Year" Raffle Drawing by Mayor Mitchell

Mayor Mitchell welcomed members of the Rotary Club. Anastasia Yecke Gude, of the Rotary Club, introduced herself and explained the Club's fundraiser "Dining Out for a Year," and its contributions will be used for community-based assistance. Mayor Mitchell randomly drew the winner's name, Jacob del Valle, as the winner of this year's raffle.

B) Recognizing Mr. Carlos Gomez and organizers for placing and displaying of the American flags along Curtiss Parkway

Mayor Mitchell recognized Mr. Carlos Gomez, Patrick Kemmache, and Roger Jarman for their contributions of placing the American Flags along Curtiss Parkway each year. Mr. Gomez, Mr. Jarman, and Mr. Kemmache thanked the Mayor

and City Council for their continued support.

C) Presentation by FPL on the Status of the City-wide Underground Wiring Project

Mayor Mitchell welcomed members of FPL Ms. Addys Kuryla Office of External Affairs with FPL, who then introduced Javier Prado, FPL Project Manager, for the underground program within the City. Mr. Prado further shared an oral and visual presentation on the program's initiative and progress. Mr. Prado answered a variety of questions from the City Council.

D) Yard of the Month Award for August 2022 – 290 Morningside Drive – Jorge and Marta Veizaga

Mayor Mitchell announced the Yard of the Month for August 2022, Mr. and Mrs. Veizaga at 290 Morningside Drive, the Veigazas were not present to receive the award. Mr. and Mrs. Veizaga thanked the Mayor and Council, and the City for the recognition.

5. Open Forum: The following members of the public addressed the City Council: Laura Martinez, 1015 Hunting Lodge Drive; Jorge Santin 1249 Heron Avenue; and Charlie Leonard.

6. Approval of Council Minutes:

A) August 8, 2022 – Regular Meeting

Councilman Best moved to approve the minutes of the August 8, 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 Historic Preservation Board for Installation of Markers for Bridges on Canal Street

Chairman Jim Watson provided information on the markers for the bridges within the City. The City Council stated that they will consider the allocation of funds during the budget workshops for the upcoming fiscal year. In addition to having the Historic Preservation Board consider placing historic markers at the Curtiss Mansion, Golf Course and other buildings within City limits.

8. Public Hearings:

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending The City's Comprehensive Plan By Adopting The Evaluation And Appraisal Report (EAR) Based Comprehensive Plan Amendments; Providing For

Transmittal; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title.

Eddie Ng, Technical Vice President, Planning of The Corradino Group provided an oral and visual presentation on the Comprehensive Plan Amendments that will be updated and reviewed by the State. Mayor Mitchell opened the public hearing, there were no speakers at this time.

Councilwoman Bravo moved to approve the Ordinance on first reading. 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.

B) Ordinance – First Reading – An Ordinance Of The City Of Miami Springs, Florida, Adopting An Amendment To The Water Supply Facilities Work Plan; Providing For Transmittal; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title.

Eddie Ng, Technical Vice President, Planning of The Corradino Group provided an oral and visual presentation on the Comprehensive Plan Amendments that will be updated and reviewed by the State. Mayor Mitchell opened the public hearing, there were no speakers at this time.

Councilman Best moved to approve the Ordinance on first reading. 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.

C) Ordinance – Second 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

City Attorney Haydee Sera read the Ordinance by title. The City Attorney further explained the changes from first reading to second reading. Mayor Mitchell opened the public hearing, there were no speakers at this time.

Councilman Vazquez moved to approve the Ordinance on second reading. Councilman Best 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.

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

A) **Recommendation** – Recommendation by Golf that Council waive the competitive bid process in the best interest of the City and approve an increase (of \$10,000.00) to the City's current open purchase order # 220199 with Tropic Oil, in an amount not to exceed \$60,000 for supply services of diesel and regular fuel for the golf carts and maintenance fleet at the Miami Springs Golf & Country Club as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code. Requires 4/5 vote by Council

B) **Recommendation** – Recommendation by Golf that Council approve an increase to the City's current open purchase order with Aeration Technology, as a sole source provider, in an amount not to exceed \$3,400, for aeration services during the summer months as there is only one source for the required service(s) as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

C) **Recommendation** – Public Works requests Council to approve an increase to the open purchase order #220116 in the amount of \$15,000 to Expert Diesel, utilizing MDC contract FB 00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2023, in an amount not to exceed \$25,000.00 for parts for all city vehicles and equipment as funds were budgeted in the FY 21/22 Budget pursuant to Section §31.11 (E) (5) of the City Code

D) **Recommendation** - Recommendation by Staff that Council approve an expenditure under our current contract with Humana, utilizing our option to extend our contract, for an additional one (1) year period, for the City's annual premium for Group Medical Coverage for Employees and their Dependents (HMO Silver, HMO Gold and POS Plan) based on the number of current employees, with an effective date of October 1st, 2022 through September 30th, 2023, as funds are currently being budgeted in the FY22/23 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

E) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Twenty Ballistic Shields And Related Equipment From Manufacturing Protective Solutions, LLC For The City's Police Department In An Amount Not To Exceed \$19,780 Utilizing The City's Law Enforcement Trust Funds (LETF); Providing For Authorization; And Providing For An Effective Date

F) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Concrete Curbside/Sidewalk Repair Services From Metro Express, Inc. In An Amount Not To Exceed \$100,000; Providing For Authorization; And Providing For An Effective Date

G) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Resilient Florida Program Grant In The Amount Of \$174,600; Approving A State-Funded Grant Agreement With The Florida Department Of Environmental Protection (FDEP) For The Development Of A Vulnerability Assessment

And Adaptation Action Plan; Providing For Authorization; And Providing For An Effective Date

H) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For The Development Of A Vulnerability Assessment And Adaptation Action Plan In An Amount Not To Exceed \$174,600; And Providing For An Effective Date

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

J) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Submittal Of An Application For A Florida Recreation Development Assistance Program (FRDAP) Grant From The Florida Department Of Environmental Protection (FDEP) For The City's Curtiss Parkway Fitness Trail; And Providing For An Effective Date

K) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Pump And Motor Parts And Related Pump Repair Services For The City's West Irrigation Pump Station From Sullivan Electric & Pump, Inc. In An Amount Not To Exceed \$37,689.15 Utilizing The Terms And Conditions Of Miami-Dade County Bid No. 6819-5/17-5 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

Mayor Mitchell pulled Item 9F and Councilwoman Bravo pulled Item 9J.

Councilman Best moved to approve the Consent Agenda except for pulled Items 9F and 9J. 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.

F) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Concrete Curbside/Sidewalk Repair Services From Metro Express, Inc. In An Amount Not To Exceed \$100,000; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

After some discussion, Vice Mayor Fajet moved to approve Item 9F. Councilman Best 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.

J) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Submittal Of An Application For A Florida Recreation Development Assistance Program (FRDAP) Grant From The Florida Department Of Environmental Protection (FDEP) For The City’s Curtiss Parkway Fitness Trail; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

After some discussion, Councilwoman Bravo moved to approve Item 9J. 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:

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera stated that the City is still waiting from the Miami-Dade County Attorney’s office on any finalized annexation Interlocal Agreement documents for consideration. She stated that she will keep the City posted as soon as something comes about.

B) City Manager

City Manager William Alonso explained that recently he was joined by the Mayor in a series of annexation workshops. He stated that the last workshop is this Wednesday; he said that after past meetings with many of the proposed annexed area businesses that a lot of the misinformation has been cleared up and explained thoroughly. He stated the main concern of the business owners is the tax bill and potential tax increases, he is confident that the message is getting out about the positive impacts of annexation. Assistant City Manager Tammy Romero announced all the upcoming City events and stated that more information is available on the City website.

C) City Council

Councilman Best thanked the City Manager for his work through the annexation process; he had no further report at this time.

Councilwoman Bravo also thanked the City Manager for his hard work on the annexation issue, she stated that it he is very transparent and extremely professional. She said that she is quite concerned with the issue on Hunting

Lodge Drive, as described by one of the residents that live in the area; and in general, with the level crime affecting the NW 36th Street corridor. She stated that the City should engage with the hotel owners to discuss on improving the elimination of crime.

Vice Mayor Fajet thanked the City Manager for his work and updates on the annexation process; he stated that the City Council and Administration is always working hard to clarify any misinformation out there. He stated that he is proud to work with the current Council on all these matters that help the City.

Councilman Vazquez stated that tomorrow are the Primary elections, he encouraged the public to go out and vote. He is amazed that a lot of folks do not want to participate in the election process, but hopes that they do for a better turnout.

Mayor Mitchell mentioned that as a City Council had discussed earlier in the year that the City would make an effort to get more awareness to the inequity of the Tourist Destination Tax (TDT) "Hotel Bed Tax" issue. Toward that effort she has joined the Florida League of Cities Policy Committee this year. She explained that one of the focuses of the committee is taxation, this would be a way to gather statewide attention on the Bed Tax issue and propose an amendment to the TDT legislation at the state level. Mayor Mitchell stated that there is another budget workshop on August 29th; she also stated that she will have a Meet the Mayor and chat on Saturday from 9:30am-11:00am on Curtiss Parkway, she invited anyone who would like to come out and speak with her about any concerns or recommendations for the City.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:22 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 12th day of September, 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.



City of Miami Springs

Office of the City Clerk

Erika Gonzalez, MMC, City Clerk

Juan D. Garcia, CMC, Deputy City Clerk

Sandra Duarte, Assistant to the City Clerk

MEMO

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

From: Erika Gonzalez, MMC, City Clerk

Subject: Appointing Board Member

Date: September 9, 2022

The following Board member require a majority vote from City Council to be appointment to their respective Board.

Ecology Advisory Board: Wendy Anderson-Booher

“No Board/Commission member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the City Council.”



AGENDA MEMORANDUM

Meeting Date 9/12/2022

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

From: William Alonso, City Manager

Subject: FY2022-23 Budget Workshop Update

After completing our second budget workshop, the budget is still at a millage rate of 6.9900 however the deficit has increased from 126,742 to \$148,142 after adjusting for the items listed below

Based on the \$300,000 surplus from FY21-22, we now have \$151,858 left for any other Council considerations or additional millage reduction.

After the first and second workshops these are the items Council added and deducted from the budget::

- 1) In Council's budget the allocation for River Cities Festival was increased from \$14,000 to \$20,000. This increases budget by \$6,000,
- 2) Council approved \$15,264 for the acquisition of a new phone app communications system for our city.
- 3) Council approved increasing the request from the Historic Society by \$3,400 from \$12,620 to \$16,020 to cover \$7,500 in storage costs and \$8,520 for a new aluminum fence.
- 4) Council also approved holding a number of movie nights at different location in the city, this is a minimal cost and no significant effect on the budget.
- 5) Council approved \$5,000 to be set aside for donation requests from local civic groups, local schools, and local Boy Scouts and Girl Scouts.
- 6) Council added \$30,000 to the City Attorney budget for future Code revision work.
- 7) Council eliminated the \$20,000 Police request for a new digital marquee on the circle and by consensus agreed to remove the existing marquee.
- 8) Council also requested the details of Councilman Best's request to add an additional 2% COLA to those General Employees earning \$50,000 or less. Attached you will find a worksheet showing the following:

- There is a total of 78 fulltime general employees (excluding Department Heads) of these 54 falls under the \$50K and below threshold or 69% of the total.
- The General Fund impact will be \$37,701 fully burdened. The impact for the sanitation and stormwater enterprise funds will be \$8,175, while the impact on the Building Dept is \$3,611. The total for all funds is \$49,487.
- The breakdown of the eligible employees by Department is found on the last page of the report.

Below are some millage rates that Council may consider along with the corresponding effects on the surplus and no other expenditures are added to budget:

<u>Millage rate</u>	<u>Surplus</u>
6.9900	\$151,858 (This is assuming no further changes to current budget)
6.9500	96,765 “ “ “
6.9000	27,899 “ “ “
6.8800	-0- -(At this millage the budget will be balanced with no surplus and includes items 1-7 above)
6.9071	-0- (this is the lowest millage possible if Council adds the 2% addt'l COLA)

Each .01 reduction in millage is equivalent to \$13,775.

ADDITIONAL 2% COLA FOR STAFF EARNING \$50,000 AND UNDER
FY22-23 BUDGET

Annual Salary	4% Cola	New salary	2% Additionla	New salary	Hire Date	Department
28,000	1,120	29,120	560	29,680	11/15/2021	GOLF COURSE
30,900	1,236	32,136	618	32,754	6/13/2022	PARKS & RECREATION
31,743	1,270	33,013	635	33,648	4/11/2022	FINANCE
32,138	1,286	33,424	643	34,066	2/14/2022	PUBLIC WORKS
32,138	1,286	33,424	643	34,066	8/15/2022	PUBLIC WORKS
32,138	1,286	33,424	643	34,066	8/15/2022	PUBLIC WORKS
32,138	1,286	33,424	643	34,066	4/18/2022	PUBLIC WORKS
32,138	1,286	33,424	643	34,066	7/11/2022	PUBLIC WORKS
32,138	1,286	33,424	643	34,066	10/12/2021	PUBLIC WORKS
32,138	1,286	33,424	643	34,066	6/27/2022	PUBLIC WORKS
32,138	1,286	33,424	643	34,066	12/13/2021	PUBLIC WORKS
32,240	1,290	33,530	645	34,174	6/20/2022	PUBLIC WORKS
33,100	1,324	34,424	662	35,086	3/28/2022	PROFESSIONAL SERVICES
34,294	1,372	35,666	686	36,352	7/12/2022	PUBLIC WORKS
34,960	1,398	36,358	699	37,058	9/14/2020	PUBLIC WORKS
35,360	1,414	36,774	707	37,482	7/6/2022	PUBLIC WORKS
35,547	1,422	36,969	711	37,680	12/17/2020	SENIOR CENTER
36,500	1,460	37,960	730	38,690	10/21/2019	PUBLIC WORKS
37,080	1,483	38,563	742	39,305	10/8/2018	PUBLIC WORKS
37,440	1,498	38,938	749	39,686	2/8/2021	GOLF COURSE
40,600	1,624	42,224	812	43,036	3/14/2022	POLICE
40,600	1,624	42,224	812	43,036	1/31/2022	POLICE
38,953	1,558	40,511	779	41,290	8/28/2017	PUBLIC WORKS
39,645	1,586	41,231	793	42,024	5/24/2021	PARKS & RECREATION
40,500	1,620	42,120	810	42,930	10/4/2021	PARKS & RECREATION
40,550	1,622	42,172	811	42,983	10/13/2020	POLICE
40,900	1,636	42,536	818	43,354	4/2/2018	CITY CLERK'S OFFICE
42,401	1,696	44,097	848	44,945	4/3/2017	PARKS & RECREATION
42,738	1,710	44,448	855	45,302	5/2/2016	POLICE
42,738	1,710	44,448	855	45,302	2/23/2015	POLICE
44,888	1,796	46,684	898	47,581	1/28/2021	POLICE
48,200	1,928	50,128	964	51,092	8/26/2019	BLDG&CODE COMPLIANCE
45,540	1,822	47,362	911	48,272	6/6/2001	PUBLIC WORKS
46,198	1,848	48,046	924	48,970	12/14/2015	GOLF COURSE
46,345	1,854	48,199	927	49,126	8/11/2003	PUBLIC WORKS
47,250	1,890	49,140	945	50,085	10/1/2018	SENIOR CENTER
48,351	1,934	50,285	967	51,252	4/3/2006	POLICE
48,516	1,941	50,457	970	51,427	10/12/2015	GOLF COURSE
48,525	1,941	50,466	971	51,437	9/17/2001	GOLF COURSE
49,776	1,991	51,767	996	52,763	9/24/2001	PUBLIC WORKS
50,000	2,000	52,000	1,000	53,000	10/4/2010	GOLF COURSE
51,000	2,040	53,040		53,040	10/25/2021	PROFESSIONAL SERVICES
51,660	2,066	53,726		53,726	3/9/2015	PUBLIC WORKS
52,000	2,080	54,080		54,080	2/14/2022	PARKS & RECREATION
52,496	2,100	54,596		54,596	10/6/2003	PUBLIC WORKS
53,304	2,132	55,436		55,436	1/19/2015	HUMAN RESOURCES
53,995	2,160	56,155		56,155	5/23/2016	PARKS & RECREATION
54,100	2,164	56,264		56,264	4/4/2022	FINANCE
54,500	2,180	56,680		56,680	8/15/2022	PARKS & RECREATION
55,000	2,200	57,200		57,200	7/12/2021	INFORMATION TECHNOLOGY
58,000	2,320	60,320		60,320	10/12/2015	CITY CLERK'S OFFICE
58,000	2,320	60,320		60,320	5/6/2019	FINANCE
59,403	2,376	61,779		61,779	12/22/2003	POLICE
62,500	2,500	65,000		65,000	3/21/2022	PROFESSIONAL SERVICES
60,000	2,400	62,400		62,400	8/20/2018	PUBLIC WORKS
64,536	2,581	67,117		67,117	6/27/2016	BLDG&CODE COMPLIANCE
62,000	2,480	64,480		64,480	4/4/2016	FINANCE

ADDITIONAL 2% COLA FOR STAFF EARNING \$50,000 AND UNDER
FY22-23 BUDGET

Annual Salary	4% Cola	New salary	2% Additionla	New salary	Hire Date	Department
62,531	2,501	65,032		65,032	4/9/2001	POLICE
63,000	2,520	65,520		65,520	10/7/2019	POLICE
64,225	2,569	66,794		66,794	3/22/2010	PARKS & RECREATION
64,888	2,596	67,484		67,484	7/14/2003	POLICE
65,564	2,623	68,187		68,187	5/8/2017	SENIOR CENTER
		Total General Fund		31,950		
		Fully Burdened		37,701		
34,959	1,398	36,357	699	37,057	10/19/2020	SANITATION
35,288	1,412	36,700	706	37,405	10/19/2015	SANITATION
39,520	1,581	41,101	790	41,891	12/14/2015	SANITATION
44,445	1,778	46,223	889	47,112	2/2/2015	SANITATION
36,500	1,460	37,960	730	38,690	10/21/2019	SANITATION
37,595	1,504	39,099	752	39,851	1/25/2021	SANITATION
43,265	1,731	44,996	865	45,861	6/23/2015	SANITATION
57,892	2,316	60,208		60,208	4/22/1991	SANITATION
64,056	2,562	66,618		66,618	2/3/1986	SANITATION
57,892	2,316	60,208		60,208	4/27/1981	SANITATION
42,677	1,707	44,384	854	45,238	4/20/2020	SANITATION
32,138	1,286	33,424	643	34,066	12/13/2021	STORMWATER
		Enterprise		6,928		
		Fully Burdened		8,175		
38,242	1,530	39,772	765	40,537	3/14/2022	BLDG&CODE COMPLIANCE
38,242	1,530	39,772	765	40,537	3/24/2021	BLDG&CODE COMPLIANCE
38,242	1,530	39,772	765	40,537	8/9/2021	BLDG&CODE COMPLIANCE
38,242	1,530	39,772	765	40,537	3/1/2021	BLDG&CODE COMPLIANCE
		Building		3,060.00		
		Fully Burdened		3,611		

78
54 69.23%

Code	1
Golf	6
PW	18
Sanitation	8
Stormwater	1
Senior Center	2
Police	7
Recreation	4
City Clerk	1
Finance	2
Building	4

RESOLUTION NO. 2022 – _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2022-2023 IN THE AMOUNT OF 6.9900 MILLS, WHICH IS 5.35% HIGHER THAN THE ROLL-BACK RATE OF 6.6352 MILLS, TO BALANCE THE GENERAL FUND FOR FISCAL YEAR 2022-2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 20, 2022, the City of Miami Springs (“City”) Council adopted Resolution No. 2022-4014 determining the proposed millage rate for the fiscal year commencing October 1, 2022 and further scheduled public hearings on the millage rate as required by Section 200.065, *Florida Statutes*, the first hearing to be held on Monday, September 12, 2022 at 7:00 P.M. and the second to be held on Monday, September 26, 2022 at 7:00 P.M; and

WHEREAS, on September 12, 2022, the City Council held its first public hearing to consider any adjustment of its proposed millage rate, adopt a proposed millage rate, and adopt a tentative budget for Fiscal Year 2022-2023 (“FY 2022-2023”), in accordance with Section 200.065(2)(c), *Florida Statutes*, and provide the general public a reasonable opportunity to speak and ask questions prior to the adoption of any measures by the City Council; and

WHEREAS, on September 26, 2022, the City Council will hold a public hearing to consider any adjustment of its proposed millage rate, adopt a final millage rate, confirm its rolled-back rate, and adopt a final operating budget for FY 2022-2023, in accordance with Section 200.065(2)(d), *Florida Statutes*; and

WHEREAS, the City Council has considered the general public’s comments regarding the proposed millage rate and has complied with the notice requirements of Florida law, and wishes to adopt the City’s proposed millage rate to balance the tentative budget for FY 2022-2023.

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. Proposed Millage Rate and Announcing Rolled-Back Rate. The City establishes a proposed millage rate of 6.9900 mills per \$1,000.00 of assessed property value within the City of Miami Springs, which is 5.35% higher than the rolled-back rate of 6.6352 mills per \$1,000.00 of assessed property value.

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

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

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

PASSED AND ADOPTED this 12th day of September, 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

RESOLUTION NO. 2022 – _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; CONFIRMING DATE OF SECOND PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser (“Property Appraiser”) has certified the taxable value within the City of Miami Springs (the “City”) for the year 2022, which includes all real property within the City; and

WHEREAS, on July 20, 2022, the City Council adopted Resolution No. 2022-4014 determining the proposed millage rate for the fiscal year commencing October 1, 2022 and further scheduled public hearings on the millage rate as required by Section 200.065, Florida Statutes, the first hearing to be held on Monday, September 12, 2022 at 7:00 P.M. and the second to be held on Monday, September 26, 2022 at 7:00 P.M; and

WHEREAS, the City Manager has submitted to the City Council a budget for Fiscal Year 2022-2023 showing estimates of revenues and expenditures, together with the character and object of expenditures and an estimate of all municipal projects pending or to be undertaken; and

WHEREAS, the City Council and the City Manager have reviewed the City’s proposed Fiscal Year 2022-2023 Budget, considered an estimate of the necessary expenditures contemplated for in the Budget, and determined the proposed millage rate levy of 6.9900 mills to provide the necessary funds for such expenditures.

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

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

Section 2. Adopting Tentative Budget. The City’s Tentative Budget for the fiscal year commencing October 1, 2022 and ending September 30, 2023, is hereby

approved and adopted as set in Exhibit "A," attached hereto and incorporated herein ("Tentative Budget").

Section 3. Confirming Date of Second Public Hearing. The City confirms that it will hold a public hearing to finally adopt the millage rate and budget for fiscal year 2022-2023 on Monday, September 26, 2022 at 7:00 P.M.

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

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

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

PASSED AND ADOPTED this 12th day of September, 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

EXHIBIT A

TENTATIVE BUDGET

FISCAL YEAR 2022-23

Funds	Revenues & Reserves	Expense Appropriations & Reserves
General Fund	\$20,201,896	\$20,201,896
Special Revenue Funds	\$3,122,752	\$3,122,752
Enterprise Fund	\$3,034,424	\$3,034,424
Debt Service Fund	\$1,672,926	\$1,672,926
TOTALS	\$28,031,998	\$28,031,998



AGENDA MEMORANDUM

Meeting Date: 9/12/2022

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

Via: William Alonso, City Manager/Fin. Director

From: Lazaro Garaboa, Public Works Director

Subject: Citywide Road Asphalt Patching

RECOMMENDATION: Recommendation by Public Works that Council waive the competitive bid process in the best interest of the City and approve to open purchase order in the amount not to exceed \$25,000 for Citywide Asphalt Patching to Ovas & Co, LLC as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code. **Requires 4/5 vote by Council.**

DISCUSSION: As a result of the Citywide Sidewalk Connectivity Project and annual Sidewalk Repairs, road asphalt patching is needed at several locations. Various locations where new sidewalks or sidewalk repairs have been completed; along with the necessary restoration of alley approach/entrance to match up to sidewalk height is required. This effort is to eliminate the gap between the sidewalk and alley approach. The paving of the entrance to alleys retains the dirt and sediment from the roadway. Other areas also require asphalt restoration surrounding storm drains that have eroded. CITT Transportation funds will be utilized for these expenses. Ovas & Co, LLC is a long-time vendor that is reliable and readily available when needed, for these small projects and reliable.

Spent in FY: 21/22 \$ 18,100.00
 FY: 20/21 \$ 44,620.00

Submission Date and Time: 8/25/2022 3:29 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>CITT Transportation Fund</u>
Prepared by: <u>Lizette Fuentes</u>	Procurement: _____	Account No.: <u>135-0902-541-4600</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>25,000</u>
		Total vendor amount: \$ <u>25,000</u>

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO OVAS & CO, LLC FOR CITYWIDE ASPHALT PATCHING SERVICES ON AN AS-NEEDED BASIS IN AN AMOUNT NOT TO EXCEED \$25,000; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) is in need of citywide asphalt patching services (the “Services”); and

WHEREAS, Ovas & Co, LLC (the “Vendor”) has historically provided the City with the Services on an as-needed basis; and

WHEREAS, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Services on an as-needed basis as being in the best interest of the City; and

WHEREAS, the City Council desires to approve the purchase of the Services from the Vendor in an amount not to exceed \$25,000 pursuant to Section 31-11(E)(6)(g) of the City Code; and

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

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

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

Section 2. Approval. That the City Council hereby approves the purchase of the Services on an as-needed basis from the Vendor in an amount not to exceed \$25,000 pursuant to Section 31-11(E)(6)(g) of the City Code.

Section 3. Waiver. That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City

Code for the purchase of the Services on an as-needed basis as being in the best interest of the City.

Section 4. 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 \$25,000.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

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

PASSED AND ADOPTED this 12th day of September, 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

Ovas & Co, LLC
 3697 NW 102 Street
 Miami, Florida 33147

786-285-2086
 305-696-3000
 ovasandco@yahoo.com

Bill To
City of Miami Springs Lazaro M. Garaboa Public Works Department 345 N. Royal Poinciana Blvd. Miami Springs, FL 33166

Date	Invoice No.	Job Address	Terms
08/17/22		301 Swllow Drive	

Description	Apprx. sq. ft.	Amount
Asphalt Patching Saw cut or mill and clean area to be repaired. Remove and haul off damaged asphalt. Lime rock base course with proper compaction Tack area with RS-1 tack coat. Furnish and install 1" average DOT type S-III hot plant mixed asphalt. Rolled and compacted with 3-5 ton roller.	600	2,900.00

Total	\$2,900.00
--------------	-------------------

Ovas & Co, LLC
 3697 NW 102 Street
 Miami, Florida 33147

786-285-2086
 305-696-3000
 ovasandco@yahoo.com

Bill To
City of Miami Springs Lazaro M. Garaboa Public Works Department 345 N. Royal Poinciana Blvd. Miami Springs, FL 33166

Date	Invoice No.	Job Address	Terms
08/17/22		101 Whitethorn Drive	

Description	Apprx. sq. ft.	Amount
Asphalt Patching: Sidewalk Saw cut or mill and clean area to be repaired. Remove and haul off damaged asphalt. Lime rock base course with proper compaction Tack area with RS-1 tack coat. Furnish and install 1" average DOT type S-III hot plant mixed asphalt. Rolled and compacted with 3-5 ton roller.	224	2,230.00

Total	\$2,230.00
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RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH CIVICPLUS, LLC FOR THE SEECLICKFIX 3-1-1 SERVICE REQUEST MANAGEMENT APPLICATION APPLICATION; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CIVICPLUS, LLC FOR THE SEECLICKFIX 3-1-1 SERVICE REQUEST MANAGEMENT APPLICATION IN AN AMOUNT NOT TO EXCEED \$15,263.70 FOR FISCAL YEAR 2022-23 AND BUDGETED FUNDS IN FUTURE FISCAL YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) desires to enhance its communication channels with citizens; and

WHEREAS, in accordance with Section 31-11(C)(2) of the City’s Code of Ordinances (the “Code”), the City requested three quotes for the purchase of an application for managing citizens’ requests for City services, anticipating that the good faith estimate total cost would not exceed \$25,000; and

WHEREAS, CivicPlus, LLC (the “Vendor”) licenses the SeeClickFix 3-1-1 Service Request Management Application (the “Application”), which is a mobile phone application utilized to instantly route and manage citizens’ requests; and

WHEREAS, the Vendor has provided a Quote and Service Agreement (the “Agreement”) for the Application, attached hereto as composite Exhibit “A” in an amount not to exceed \$15,263.70 for fiscal year 2022-23; and

WHEREAS, in accordance with Sections 31-11(C)(2) of the City’s Code of Ordinances, the City Council seeks to approve the Agreement with the Vendor, authorize the City Manager to execute the Agreement on behalf of the City in substantially the form attached hereto as Exhibit “A,” and purchase the Application in an amount not to exceed \$15,263.70 for Fiscal Year 2022-23 and budgeted funds in future fiscal years; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL

OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

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

Section 2. Approval and Authorization of Agreement. That the City Council hereby approves the Agreement with the Vendor and authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 3. Authorization to Issue Purchase Order. The City Council hereby authorizes the City Manager to issue a purchase order to the Vendor for the Application consistent with the Agreement in an amount not to exceed \$15,263.70 for Fiscal Year 2022-23 and budgeted funds in future fiscal years.

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

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

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

PASSED AND ADOPTED this 12th day of September, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

Exhibit A



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-27244-1

Date:

7/14/2022 4:50 PM

Expires On:

9/30/2022

Product:

SeeClickFix

Client:

Miami Springs FL - SCF

Bill To:

Miami Springs FL - SCF

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mike Nicholson	x	michael.nicholson@civicplus.com		Net 30

SeeClickFix - Statement of Work

Product Name	DESCRIPTION	QTY
SeeClickFix Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.	1.00
Marketplace App Annual	Marketplace App Annual	1.00

List Price - Year 1 Total	USD 20,263.70
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Total Investment - Year 1	USD 15,263.70
Annual Recurring Costs - Year 2	USD 16,026.89

*Annual Recurring Costs are subject to 5% annual technology uplift beginning in year 2 of service.

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the SeeClickFix Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 90 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 (the sum of the One Time Costs and the Recurring Costs) will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Renewal Term Annual Recurring Costs shall be invoiced on the start date of each Renewal Term.

5. Client agrees to use the CivicService SeeClickFix service (the "Service") in ways that conform to all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act (if Client uses "Conversations"). Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.

Exhibit A

6. CivicPlus does not own any data, information, or material that Client, or its constituents, submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

7. If the "Conversations" or "SeeClickFix Pro" line item is included in this SOW above, the following terms shall apply: The text message (SMS/MMS) comes with unlimited lines and up to 25,000 messages per month. If text usage exceeds the set usage amounts included herein, additional text will be invoiced to the Client at \$0.01 per message in arrears at the end of the then-current term in which the additional charges are incurred. In the event Client exceeds the set usage amounts herein, CivicPlus will provide Client with report that displays such excess usage with the invoice. CivicPlus will use its best efforts to notify the Client in the event Client exceeds the usage amounts in any month.

8. CivicPlus will provide access to the Services via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words and photos ("User Content"). While the content of users of the Software is governed by CivicPlus' published Terms of Use and Privacy Policy, CivicPlus may not be able to control the exact nature of the User Content. CivicPlus reserves the right, not the obligation, to edit User Content.

9. CivicPlus will provide the Services and manage the Customer data and content in compliance with the [SeeClickFix Data Retention Policy](#) and [SeeClickFix Terms of Use](#). Client understands and agrees that it has sole discretion over the solicitation, collection, storage or other use of end-users' personally identifiable information, including sharing with third parties, on any of the Services provided by CivicPlus and CivicPlus discourages the solicitation and collection of any end user personally identifiable information. Client further understands and agrees that Client is solely responsible for the use or storage of end-users' personally identifiable information in connection with the Services or the consequences of the solicitation, collection, storage, or other use by the Customer or by any third party of personally identifiable information.

10. To the extent it may apply to any of the Services or deliverables of the SOW, user logins are for designated individuals chosen by Customer ("Users") and cannot be shared or used by more than one User. Customer will be responsible for the confidentiality and use of User's passwords and usernames. Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer data, and all other data of any kind contained within emails or otherwise entered electronically through the Services, CivicPlus Materials, or under Customer's account. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Materials and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Materials and any loss or theft or unauthorized use of any User's password or username and/or personal information.

Exhibit A

Acceptance

The undersigned has read and agrees to the following Terms and Conditions, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date: <https://www.civicplus.com/master-services-agreement>

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your project (ex. FEMA, CARES):		
Y [] or N []		
Please list all external sources:		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax



Master Services Agreement

Effective as of March 2022

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the client entity identified on the SOW (“Client”). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the [redacted] a license subscription for the ongoing use of the [redacted] in the SOW;

Hi. We're CivicPlus. How can we help you today?

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.
2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 32 -34, 42, and 43 will survive any expiration or termination of this Agreement.
3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.
4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment

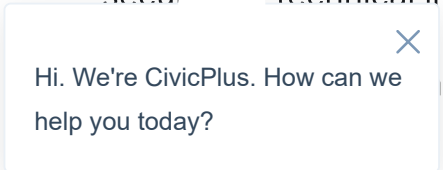


Exhibit A

schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.
6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such expenses up to a maximum of \$1,000 per CivicPlus employee. CivicPlus shall not incur such expenses and shall only incur those expenses approved by Client.

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Ownership & Content Responsibility

Exhibit A

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.
8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.
9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through any request CivicPlus to perform the export of Client data to Client in a commonly used format at the time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client

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Exhibit A

data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

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ies with the terms and conditions herein, the relevant restrictions set forth in §10, CivicPlus hereby grants

Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

Exhibit A

Exhibit A

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.
13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.
14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

Hi. We're CivicPlus. How can we help you today?

Under the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the

Exhibit A

negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use of Client or by any third party of personal data.

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or all activity that occurs under Client's accounts by

Client agrees to (a) be solely responsible for all

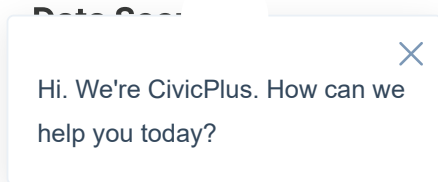
designated and authorized individuals chosen by Client ("User") activity,

which must be in accordance with this Agreement and the CivicPlus [Terms](#)

Exhibit A

of Use; (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.
22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.



times, comply with the terms and conditions of its
Privacy Policy. CivicPlus will maintain commercially reasonable
administrative, physical, and technical safeguards designed to protect the
security and confidentiality of Client data. Except (a) in order to provide

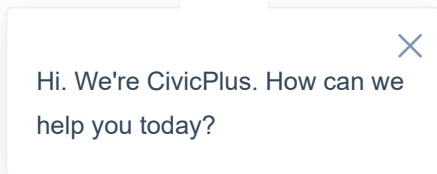
Exhibit A

the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the



Company will all remediation efforts as required by state law.

Exhibit A

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods

(<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods

Hi. We're CivicPlus. How can we help you today? [s.help/hc/en-us/requests/new](https://www.civicplus.help/hc/en-us/requests/new)). After-hours support is phone call only. Non-emergency support support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine

Exhibit A

whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

Hi. We're CivicPlus. How can we help you today?

CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

Exhibit A

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in combination with a third party service, web hosting authorized by CivicPlus; or (ii) CivicPlus approves of such modification in writing; or (ii) combination with a third party service, web hosting authorized by CivicPlus.

Hi. We're CivicPlus. How can we help you today?

Exhibit A

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, use, withholding and any other similar taxes, duties and imposed by any federal, state or local government in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this

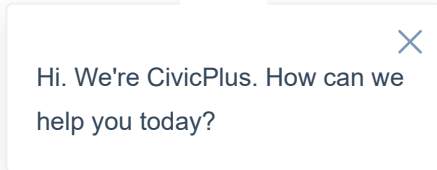


Exhibit A

Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW rates and specifications in accordance with the terms stated herein.

Hi. We're CivicPlus. How can we help you today?

By law, the terms of this Agreement and set forth () may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and the such entity, setting forth

Exhibit A

all of the terms and conditions for such use, including applicable fees and billing terms.

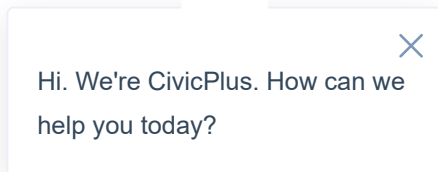
Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or notary third party verification is necessary to validate its electronic signature. The lack of such certification of third party verification shall not affect the enforceability of the Parties’ electronic signature on this Agreement. This Agreement is a binding agreement between CivicPlus and Client.

Hi. We're CivicPlus. How can we help you today?

Exhibit A

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.



Modernize Your Citizen Request Management Experience

with SeeClickFix



10:16 AM | mom_1037

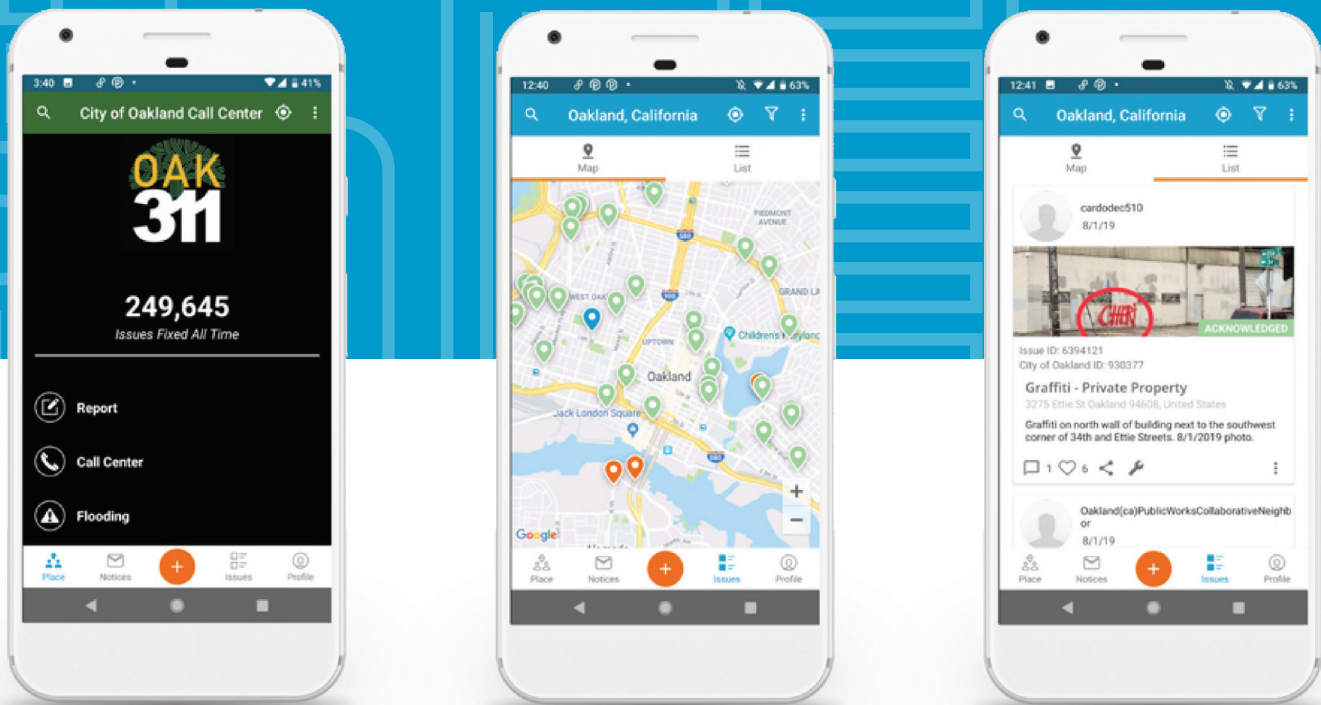
The swing by the sandbox is broken.

11:38 AM | parks_maint

Thanks for letting us know! The swing is fixed. Have fun!

1:43 PM | mom_1037

Wow that was fast! Amelia says, "Thanks!"



Residents' experiences with online media, entertainment, and shopping fuel rising expectations for government customer service.

We designed SeeClickFix to give residents a way to speak, officials a way to listen, staff a way to take action, and local governments a way to share results. Build trust with residents and staff one request at time with SeeClickFix.

Turn Problems into Praise with SeeClickFix

Give Residents a Way to Speak

Residents want help improving the quality of life in their communities. And with SeeClickFix, they can report issues in the time it takes to order takeout. Foster citizen engagement with a set of highly rated tools that include a mobile app, web portal, call taker interface, and Facebook app.

Give Officials a Way to Listen

Routing resident requests to the right departments has never been easier thanks to SeeClickFix. Automated workflows assign requests to the proper staff based on a request's type and location. Get more done, faster with custom workflows that adapt to your existing operations.

Give Staff a Way to Take Action

Equip staff with the tools needed to succeed in today's public service environment. Web-based work orders, assignments, job statuses, and cost tracking keep you in control. And with integrations to more than 20 government technologies, your data can flow to where it's needed most.

Give Government a Way to Share Results

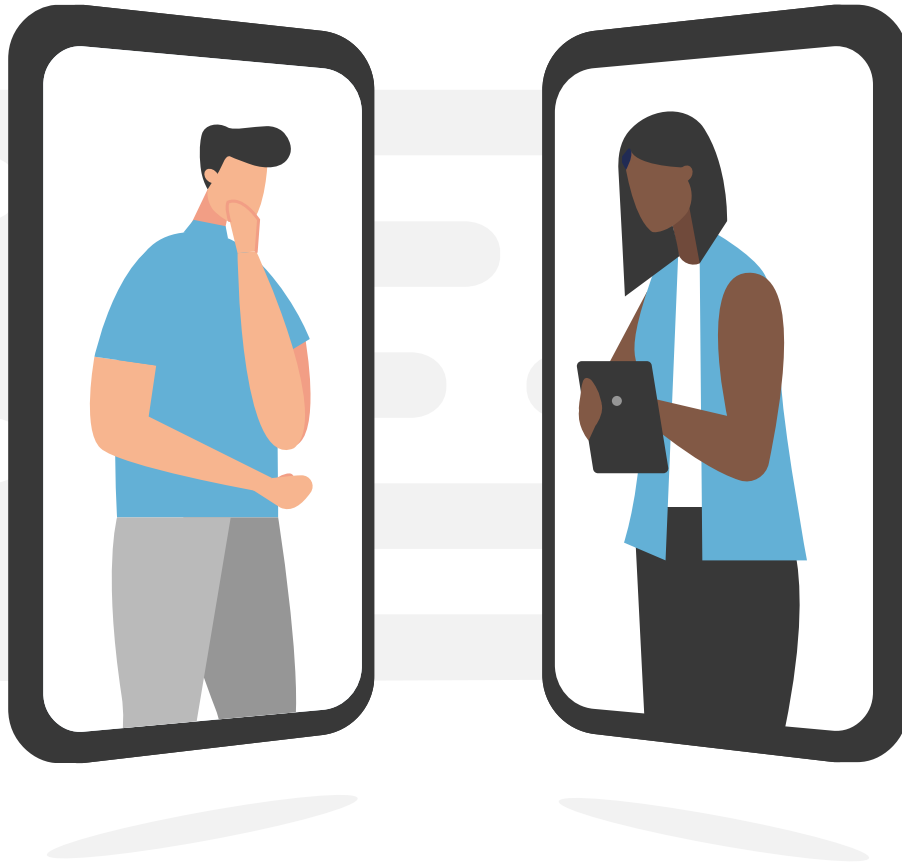
Sharing results with residents and staff builds trust and confidence with both. SeeClickFix's analysis tools make it easy to compare performance across departments and to make data-driven decisions. And with a turnkey integration to Esri, you can analyze request data with ArcGIS and bring it to life with StoryMaps.

Integrations to 20+ Government Technology Solutions

- Asset / Work Management
- Code Enforcement
- 311/CRM
- GIS/Open Data



To schedule a live demo of SeeClickFix visit www.civicplus.com/crm or call 888-228-2233.



The ROI of 311 Citizen Request Management Technology



Abstract

Today's local governments are under increasing pressure to cut costs, stretch budgets, find efficiencies, and essentially do more with less. More than ever, they need tools and solutions that can enable them to deliver quality citizen service interactions more efficiently. This white paper discusses how 311 and citizen request management (CRM) technology can help municipalities streamline administrative and field worker efficiency, optimize resources, and strengthen citizen satisfaction and trust.

Introduction

The single most effective way for municipalities to boost citizen engagement, trust, and satisfaction is to offer exceptional customer service experiences at every interaction and government touchpoint. The reality that quality service improves gratification and contentment should be no surprise. It's been proven repeatedly in the private sector by the biggest brands that those with the strongest reputations for delivering an extraordinary (or even simply attentive and responsive) customer service experience achieve the highest rates of customer retention and ultimately long-term growth.

In the private sector, customer experience has become a core metric of business stability and financial performance. According to [McKinsey & Company](#), brand leaders outperformed laggards in the S&P 500 by more than 200 percent in the past decade. Brands like Trader Joe's, Chick-fil-A, the Ritz-Carlton, Amazon, and JetBlue have earned national recognition for fostering customer experiences that delight and have earned the revenue to fuel the solid operational programs to ensure ongoing success.

How can public sector entities mirror such goliaths' customer service strategies and achieve similar success in the form of community health and endurance?

The first and most impactful strategy they can employ is implementing a 311 and citizen request management (CRM) software and efficient processes to leverage its automations. Doing so will return powerful types of positive ROI: time and cost-savings for administrative and field staff, predictable resource investment, and the intangible but critical power of citizen satisfaction.

The Time-Saving Administrative Staff Benefits of 311 and CRM Technology

The Town of Gilbert, Arizona, is fast. Really fast. In 2018, the town cut its 311 request acknowledgment time in half—dropping from 1.2 days to 0.6 days. Its time to close a request also dropped dramatically—falling from 9.6 to seven days.

Before implementing the SeeClickFix 311 and CRM software, to file a request, residents would call customer service, who would call the police, who would call public works. The process was inefficient, indirect, and required the intervention of two administrative staff members from two different departments before reaching the desk of someone who could take action.

With its 311 and CRM software, citizen requests instantly go to public works and are managed via automated workflows. Citizens can then follow the progress of their request and receive a notification when the work is complete.

As a result of this workflow:

- ✓ Administrative staff time for request intervention is collectively reduced by the need for fewer redirects of the initial submission and fewer citizen inquiries to follow-up on the status of the request
- ✓ Citizen satisfaction with their local government is improved
- ✓ Community issues are resolved more quickly to the delight of all impacted residents

Gilbert’s model represents a successful illustration of the first ROI benefit of a 311 and CRM: reduced administrative staff time to respond to every citizen inquiry and request.



Suppose a citizen notices a broken piece of sidewalk pavement in their neighborhood and is worried it could cause a trip and fall hazard.

Without a 311 and CRM solution, to report the issue, the concerned citizen would need to research the correct department phone number or go directly to the public works office to report a complaint. A staff member would need to pause from other work to file the complaint, contact a staff member about the repair, remember to follow-up until the work is completed, and then contact the citizen to let him know when the repair is complete.

Most likely, the citizen is going to call back several times to check on the status of the request, which will cause the administrator to call the assigned staff member to check in again too. When the work is done, the road crew will quickly be on to the next project and may not have a chance to report back right away that the work is done, and even if they did, it might take some time for the administrator to find time to call the citizen back to report that the work is complete.

This model is completely reliant upon manual follow-ups and offers the citizen zero on-demand visibility into their request status.

With a 311 and CRM, the citizen can directly report the issue from a desktop computer or mobile device. Once they have submitted the request, it is routed directly to the correct department or employee, based on pre-set request categories. Additionally, administrators can be notified whenever new tickets are submitted to their department and assign tasks as they see fit. Some 311 and CRM tools can also be configured to send automated reminders to staff and administrators if an action has not been taken within a predetermined amount of time, ensuring the request is addressed promptly. The citizen can monitor the request's progress every step of the way until completion, without any phone calls, walk-ins, or manual follow-ups.

Further reinforcing the value in automated citizen request management, Data from McKinsey & Company notes that satisfied citizens require less administrative interventions. Their research shows that dissatisfied citizens are twice as likely to contact agency hotlines three or more times for help.

Calculating the potential ROI of Administrative Efficiency with a 311 and CRM

To calculate the financial ROI of 311 and CRM technology, start by estimating your administrative staff's time addressing citizen requests.

- 1 What is the average number of hours administrative staff members spend on citizen public works requests per week? Include in your calculation the time spent answering citizen phone calls/emails/walk-ins, documenting the request, assigning work to appropriate field staff, following up internally until completion, acknowledging work completion with the original requesting citizen, and manual report management.
- 2 What is the average number of requests received per year? Multiply it by the number you received in step one.
- 3 Multiply the number in step two by the hourly salary of staff members who coordinate requests. The resulting dollar amount reflects the number of taxpayer dollars your administration spends on administrative citizen request management.
- 1 Reduce the average number of hours administrative staff spends on citizen public works requests by 6 hours per week.

2 Multiply the new number in step one by the average number of requests received per year.

3 Multiply the number in step two by the hourly salary of those staff member(s) who coordinate requests.

4 Subtract the number you received in step three with your first calculation of dollars spent on administrative tasks.



Now, calculate how much time you could save with an automated solution. The [McKinseyGlobal Institute](#) found that office workers report being able to save six or more hours per week by automating repetitive manual tasks. Based on this data:

The difference is the number of taxpayer dollars you could save by automating your administrative staff tasks associated with citizen requests, but it's only the first metric that demonstrates the ROI of 311 and CRM technology.

Field Worker Efficiency and Cost-Savings

Time is the enemy when responding to hazardous spills. And no one knows this better than Kitsap County, WA—steward of 250 miles of Puget Sound shoreline. This committed County has reduced spill response times by 196 percent since 2016 by using SeeClickFix as its 311 and CRM integrated with Cartegraph as its operations management system. According to Angela Gallardo, Kitsap County Public Works Stormwater Division Program Manager, response time is critical when responding to spills.

“If we can contain the spill onsite without it going downstream, we save time and money, but more importantly, we save the impact on the environment,” said Gallardo.



In 2016, before Kitsap County implemented its current automated workflows, its average spill response time was 24 hours. Today, it's 15 minutes — a 196 percent improvement. This efficiency means the County can exponentially minimize the potential negative environmental impact of an accidental or illicit spill of hazardous materials. Gallardo recalls one example of a potentially dangerous diesel spill in Kitsap County that was mitigated thanks to the County's quick response.

“Luckily, there was a crew a half-mile away, and they had their iPads out in the field with them, so when the report came in, they saw it immediately and could rush over with the spill equipment they keep on the trucks and contain it quickly.”



While in the case of Kitsap County, field crew response times represent potential crucial interventions to health and safety, the use of 311 and CRM technology can exponentially expedite the timely resolution of various community issues ranging from safety hazards to minor inconveniences to unsightly mishaps.



Streamlined and Coordinated Task Management

Using 311 and CRM technology, when a citizen, emergency responder, or municipal staff member reports an issue that requires intervention by public works field staff, the team receives all the information they need to prepare a response and track their efforts through to completion. Without such automations but rather by using a system reliant upon paper, spreadsheets, tickets in disparate tracking systems, phone calls, and even post-it-notes, field staff's responses are less organized and less efficient.

Suppose three citizens on the same street report a broken streetlamp. On Monday, the field team receives these and a dozen other requests for work around the community. The fourth task it addresses as it crisscrosses the region responding to tickets in a semi-organized chronological order based on submission is the streetlamp.

The next day, they reach the second of the same requests. They travel to the reported neighborhood and realize they already addressed the issue the day prior. Through no fault of their own, this disordered project management style, reliant on incomplete and inconsistent data, results in redundant actions, inefficiencies, and lost time.

With an automated system that consolidates duplicate requests into the same tasks and allows staff to respond to non-emergency requests based on geographical groupings, work is completed expeditiously and productively.

This organized approach to citizen requests is a significant part of how Kitsap County has decreased its average response time to critical requests by 196 percent.

At Kitsap County, citizens submit a request via SeeClickFix, which explains the issue to an administrative staff member who can also ask the requester or reporter for more critical details. The data input into SeeClickFix, including user-submitted photos and location data, is then fed to Cartegraph, automatically creating a service request for tracking and response purposes. The requests are then vetted in Cartegraph, where staff uses the data to create work orders as necessary. When the issue has been resolved, administrative staff can provide feedback in Cartegraph, which is routed back to the original requester, enabling bi-directional communications.

This financial ROI component begs the question, how can 311 and CRM systems help municipalities better allocate personnel and supply resources? In Kitsap County, the integration of SeeClickFix and Cartegraph allows staff to document their response and any financial or environmental damage that occurred to meet the Department of Ecology's latest reporting requirements. It also tracks the labor, equipment, and materials used for the spill cleanup. Such quantifiable cost-impact data allows the County to seek reimbursement from the violator and estimate budget, staff, and equipment needs each year.








The Unquantifiable Benefit of Improving Citizen Trust

Reflecting on the successes of private sector brands that have fully engaged dedicated customer service models, how can the public sector respond to customers' expectations for public sector interactions that more closely align with those of their favorite brands?

As we've discussed, those municipalities that are delighting their citizens and delivering positive, efficient experiences are embracing the digital transformation of citizen services, creating digital twins of workflows to streamline administrative tasks and field worker efficiency. They are also making a quantifiable impact on such vital outcomes as achieving their mission, managing their budget, reducing staff attrition, and strengthening public trust.

Improving customer experience can drive better critical outcomes for government agencies around the world.

 <p>Increase trust</p>	 <p>Achieve stated missions</p>	 <p>Meet or exceed budgetary goals</p>	 <p>Reduce risk</p>	 <p>Boost employee morale</p>
<p>Satisfied Customers are</p> <p>9x</p> <p>more likely to trust the agency providing the service</p>	<p>Satisfied Customers are</p> <p>9x</p> <p>more likely to agree an agency is delivering on its mission</p>	<p>Dissatisfied Customers are</p> <p>2x</p> <p>more likely to reach out for help 3+ times</p>	<p>Dissatisfied Customers are</p> <p>2x</p> <p>more likely to publicly express dissatisfaction</p>	<p>Long-term organizational success is</p> <p>50%</p> <p>driven by organizational health and is mutually reinforced by customer experience</p>

Source: Global results from Canada, France, Germany, Mexico, United Kingdom, and United States, McKinsey Public Sector Journey Benchmark Survey, 2018

The data in this infographic from McKinsey & Company found that government customers are on average nine times more likely to trust a government agency if they are satisfied with its service and that satisfied customers are nine times more likely to agree that an agency is delivering on its mission. Further, they identified that dissatisfied customers are twice as likely to publicly express their unhappiness through social media and other external channels.

How, though, can a municipality quantify such factors as trust and satisfaction? Measure citizen engagement.

Quantifying the ROI on Citizen Engagement

Anne Arundel County, MD, measured an 89 percent increase in resident engagement through its implementation of SeeClickFix. Its goal in implementing the 311 and CRM software was to have residents and County officials work together to improve their shared quality of life.

In its first-year post-launch, the County documented nearly 7,750 submitted requests. In the second year, county officials received over 14,600 requests for services, increasing nearly 89 percent. The County also found that resident requests increased due to the system's ease of use and accessibility. By elevating community issue awareness, all residents benefit from a safer, cleaner, and more cared for community.

After two years, Anne Arundel County received nearly 29,000 requests across over 40 public service request categories. Today SeeClickFix helps dispatchers and field staff to acknowledge requests quickly, alert requesters when their issue is resolved, prioritize requests, and manage resources. As a result, citizens feel heard, their concerns are validated, and they appreciate their leaders.

Similarly, the Improve Detroit program aims to enable Detroit residents and City agencies to collaborate to effectively address issues that impact day-to-day life. From broken streetlights to illegal dumping, residents provide real-time information and requests for City intervention. In its first four years, Detroit fixed 97 percent of the nearly 190,000 submitted requests, and most residents received a same-day acknowledgment. Building on initial success, the City expanded the number of services provided through the Improve Detroit 311 and CRM tool from 16 to 29.

These figures reaffirm that Detroit residents are invested in improving their City and that their City officials are responsive and concerned about citizens' needs. In other words, engaged communities are better communities.

Conclusion

With more efficient administrative request management and more responsive service completion, municipalities save time, money and delight their citizens, strengthening trust and solidifying their position as the type of community that earns their residents' long-term commitment and community satisfaction.





AGENDA MEMORANDUM

Meeting Date: September 12, 2022

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

From: William Alonso, City Manager / Finance Director

Subject: 1st Reading: Ordinance Amending Section 31-11, “Purchasing, Procurement, and Sale Procedures.”

RECOMMENDATION It is recommended that the City Council Adopt on first reading the proposed Ordinance amending Chapter 31, “General City Policies,” of the City’s Code of Ordinances by amending Section 31-11, “Purchasing, Procurement, and Sale Procedures.”

DISCUSSION

Chapter 31 of the City of Miami Springs (the “City”) Code of Ordinances (“Code”) provides procurement regulations and procedures that govern the City’s purchases. The proposed Ordinance amends the City’s regulations and procedures by modifying the competitive procurement threshold values as highlighted below:

Purchase Amount	Ordinance Proposed Revision	Council Approval Required	Applicable Code Provision
Under \$5,000.00	No change proposed	No	§31-11(C)(1)(a).
Between \$5,000.00 and \$10,000.00	Between \$5,000.00 and \$20,000.00	City Council approval is not required, but the City Manager must obtain three quotes	§31-11(C)(1)(b)
Between \$10,000.01 and \$25,000.00	Between \$20,000.01 and \$100,000.00	City Council approval is required and City Manager must obtain three quotes	§31-11(C)(2)
Over \$25,000.00	Over \$100,000.00	City Council approval is required and the City must competitively procure the purchase unless exempt under Code.	§31-11(E)

These modifications to the competitive procurement thresholds in the City’s Code of Ordinances will improve City staff’s operational efficiency and reduce delays in providing routine goods and services for the day to day needs of the City. Additionally, due to increased inflation most procurements quickly exceed existing purchasing authority limits and City departments find that their day to day operations are slowed down until these items come before Council for approval. Increasing the purchasing limits will allow tasks to be completed in a more efficient manner. Lastly, these increases are in line with how other cities procure their items as well.

Under the proposed Ordinance, exemptions and exceptions from the competitive procurement requirements of Chapter 31 remain unchanged (e.g. purchases made pursuant to contracts competitively procured by state or local governments, sole source purchases, etc.). Additionally, the provisions

authorizing the City Council to waive competitive procurement requirements for good cause pursuant to Section 31-11(E)(6)(g) of the City Code remain unchanged.

Lastly, the proposed Ordinance revises the request for qualifications procedures by providing the City Manager discretion as to whether to conduct interviews of the highest ranked proposers instead of requiring the City Manager to interview the highest ranked proposers.

Second Reading: If the Ordinance is adopted by Council on first reading, it will be advertised for second reading and placed on the agenda for the September 26, 2022 meeting.

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Quotation. ~~An informal notice~~ A written document by a vendor stating the terms and conditions under which he will furnish certain supplies or services.

* * *

(C) *Delegation of purchasing authority.* The City Council of the City of Miami Springs reserves unto itself the right to award all contracts as a result of competitive sealed bids, requests for proposals, and requests for qualifications in which the amount of the award is in excess of ~~\$25,000.00~~ \$100,000.00. The City Council may, however, delegate to the City Manager and City Purchasing Agent the authority to purchase supplies, materials and services, and to award contracts as they may deem in the public interest. In addition, it is the specific policy of the City Council that no contracts for supplies, materials, or services shall be artificially divided in order for any purchase or procurement to fall below a specifically delineated or delegated purchasing authority amount. The City Council hereby delegates it purchasing authority as follows:

- (1) The City Manager shall have the authority to purchase supplies, materials and services, and to award contracts for purchases of supplies, materials and services when the good faith estimated total cost thereof does not exceed ~~\$10,000.00~~ \$20,000.00 without the prior approval of the City Council in accordance with the following provisions:
 - (a) Purchases not exceeding \$5,000.00, shall be permitted without securing any verbal or written price quotations.
 - (b) Purchases in excess of \$5,000.01 which do not exceed ~~\$10,000.00~~ \$20,000.00 shall only be permitted upon the obtaining of three written price quotations.
- (2) The City Manager, subject to the approval of the City Council, shall have the authority to purchase supplies, materials, and services and to award contracts for purchase of supplies, materials, and services when the good faith estimated total cost thereof exceeds ~~\$10,000.01~~ \$20,000.01 and is less than ~~\$25,000.00~~ \$100,000.00 upon the obtaining of three written price quotations.

* * *

(E) *Methods of competitive purchasing and procurement; exceptions.*

- (1) All purchases and contracts for supplies, materials and contractual services when the good faith estimated total cost thereof shall exceed ~~\$25,000.00~~ \$100,000.00, shall utilize, and be awarded pursuant to, the competitive sealed bidding process specified in this section.
- (2) However, if the City Manager determines that the use of the competitive sealed bidding process is not practicable or not advantageous to the City for the subject purchase in excess of ~~\$25,000.00~~ \$100,000.00, the City may utilize the request for proposals or the request for qualifications procedures set forth in this section.

* * *

76 (H) *Request for qualifications procedure.*

77 * * *

78 (5) The City Manager, his designee, or the City Council ~~shall~~ may then conduct
79 interviews with at least the three highest ranked proposers. If the interviews are
80 conducted by the City Manager, or his designee, a report shall be presented to
81 the City Council recommending the awarding of the contract to one of the
82 interviewed proposers.

83 * * *

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

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

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

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

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

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

105	Vice Mayor Dr. Walter Fajet	_____
106	Councilman Bob Best	_____
107	Councilwoman Jacky Bravo	_____
108	Councilman Dr. Victor Vazquez	_____
109	Mayor Maria Puente Mitchell	_____

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MARIA PUENTE MITCHELL
MAYOR

115 ATTEST:

116

117

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119 _____
120 ERIKA GONZALEZ, MMC
121 CITY CLERK

121

122

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

125

126

127

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

Code Section	Details	Current Policy	Proposed Policy
City Manager Expenditure Authority			
31-11 (C) (1) (a)	Purchases under \$5,000.00 may be made by the City Manager without seeking quotes.	\$5,000.00	Unchanged
31-11 (C) (1) (b)	Purchases in excess of \$5,000.01 and less than \$10,000 require the City Manager to obtain 3 written quotes	\$5,000.01 to \$10,000	\$5,000.01 to \$20,000
City Council Approval Required			
31-11 (C) (2)	Purchases in excess of \$10,000.01 and less than \$25,000 require 3 written quotes and Council approval	\$10,000.01 to \$25,000	\$20,000.01 to \$100,000
31-11 (E) (1) & (2)	Purchases in excess of \$25,000 require competitive sealed bids (ITB, RFP, or RFQ)	\$25,000	\$100,000

CITY OF MIAMI SPRINGS



*Procurement Department
201 Westward Drive
Miami Springs, FL 33166
Phone: (305)805-5054*

Agency	Manager's Authority / Procurement Officer	Threshold Procedure
Village of Key Biscayne	<p><u>For Goods & Services</u></p> <ul style="list-style-type: none"> • Under \$5,000.00 – no formal requirement • \$5,000.01-\$50,000 – requires 3 quotes • Over \$50,000 – Competitive Sealed Process <p><u>For Professional Services</u></p> <ul style="list-style-type: none"> • Under \$50,000 – 1 written proposal 	<ul style="list-style-type: none"> • Professional Services: Over \$50,000 must require Council approval
City of Miramar	<ul style="list-style-type: none"> • \$0.00—\$5,000.00 - No competition required • \$5,000.01—\$10,000.00 - A minimum of 3 oral or written quotations required • \$10,000.01—\$75,000.00 - A minimum of 3 written quotations required • \$75,000.01 + Formal advertised bids or proposals required 	<ul style="list-style-type: none"> • Contract for commodities or services exceeding \$75,000 shall require Council approval for single City Departments. • Contract for commodities or services exceeding \$150,000 shall require Council approval for multiple City Departments.
Town of Cutler Bay	<ul style="list-style-type: none"> • Purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is not greater than \$5,000.00 may be made or entered into by the town manager without competitive bidding and without town council approval. • Purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is in excess of \$5,000.00, but which is less than \$25,000.00, may be made or entered into by the town manager without town council approval provided that three competitive quotations are obtained. • Single purchases directly related to architectural and design services, leasing, maintenance, janitorial, and construction and construction management services for town hall, where the total amount expended is not greater than \$100,000.00, may be made or entered into by the town manager without competitive bidding and without town council approval. 	<ul style="list-style-type: none"> • Purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is \$25,000.00 or more shall be awarded by the town council after formal competitive bidding.
Village of Bal Harbor	<ul style="list-style-type: none"> • The Village Manager may purchase and/or enter into contracts for the procurement of services, materials, supplies or equipment where the total cost of any single expenditure does not exceed \$20,000.00 without the approval of the Village Council. 	<ul style="list-style-type: none"> • No purchasing thresholds.
Village of Pinecrest	<ul style="list-style-type: none"> • Purchases less than \$10,000.00. for materials, supplies, equipment, improvements or services, not in excess of \$10,000.00, may be made or entered into by the village manager. • Purchases more than \$10,000.00 but less than \$50,000.00 for materials, supplies, equipment, improvements or services, is in excess of \$10,000.00 but which does not exceed \$50,000.00, may be made or entered into by the 	<ul style="list-style-type: none"> • Purchases in excess of \$50,000.00. The village council shall approve all purchases of or contracts for materials, supplies, equipment, public

	village manager without submittal to the village council, but shall require that the village manager obtain quotes from at least three different vendors.	improvements or services.
City of Coral Gables	<p><u>Authority of City Manager</u></p> <ul style="list-style-type: none"> • Purchases up to \$100,000.00 for supplies and services and up to \$25,000.00 in construction <p><u>Authority of Chief Procurement Officer</u></p> <ul style="list-style-type: none"> • Recommend to the city manager all contract awards in excess of \$25,000.00 for supplies, services and/or construction and approve all purchases and awards up to \$25,000.00 for supplies and services. 	<ul style="list-style-type: none"> • All contract awards in excess of \$100,000.00 for supplies and services and in excess of \$25,000.00 for construction.

CITY OF MIAMI SPRINGS
Procurement Method Options

City Council Approval Not Required

- §31-11(C)(1)(a): Purchase under \$5,000.00
- §31-11(C)(1)(b): Purchase between \$5,000.01 and \$10,000.00 → \$5,000.01 and \$20,000.00 (at least 3 quotes obtained)

City Council Approval Required

- §31-11(C)(2): Purchase between \$10,000.01 and \$25,000.00 → \$20,000.01 and \$100,000.00 (at least 3 quotes obtained)
- §31-11(E)(1): Purchase exceeds \$25,000.00 → \$100,000.00; Competitive Sealed Bid Performed in accordance with §31-11(F)

Check One: ITB RFP RFQ

- §31-11(E)(2): Purchase exceeds \$25,000.00 → \$100,000.00; Competitive Sealed Bid – Not Practical or Advantageous

Check One: ITB RFP RFQ

- §31-11(E)(3): CCNA Services Pursuant to §287.055, F.S.
- §31-11(E)(4): Professional Services set forth in §31-11(E)(4)(a)-(d)

Check One: RFP RFQ

- §31-11(E)(5): Exempt Other Government/Cooperative Contract ("Piggyback")

- §31-11(E)(6)(c): Exempt Sole Source Purchase of Goods or Services
- §31-11(E)(6)(d): Exempt Sole Source Purchase of Leasehold Interest in Real Property
- §31-11(E)(6)(e): Exempt Emergency Procurement
- §31-11(E)(6)(f): Exempt Disaster Preparedness
- §31-11(E)(6)(g): Waiver of Competitive Procurement Procedures for good cause in best interest of City*
- §31-11(J): Purchase or Sale of Real Property

*Requires a 4/5 majority vote of City Council

Other Contract Considerations:

Is there an existing contract with the vendor/consultant? Yes No

Copy of contract attached

Term of Contract: Start: _____ End: _____

Are there renewal options? Yes No

If yes, how many? _____

Have all option years been used? Yes No
If no, how many option years remain? _____

SAMPLE

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, **[APPROVING/DENYING]** A VARIANCE APPLICATION BY JUAN A. CALVO FOR PROPERTY LOCATED AT 400 PARK STREET TO PROVIDE A 10'8" FRONT YARD SETBACK WHERE SECTION 150-060(E) OF THE CODE REQUIRES A MINIMUM REQUIRED FRONT YARD OF NOT LESS THAN 30 FEET OR THE AVERAGE DEPTH OF THE FRONT YARD OF THE LOT OR LOTS NEXT ADJACENT THERETO ON EITHER SIDE, WHICHEVER IS THE LESSER OF THE TWO; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, consistent with the requirements set forth in Section 150-111 of the City of Miami Springs' (the "City") Code of Ordinances (the "Code"), Juan A. Calvo (the "Applicant") has submitted a variance application to permit a 10 foot 8 inch front yard setback for a portion of the building where Section 150-060(E) of the Code requires a minimum front yard of not less than 30 feet or the average depth of the front yard of the lot or lots next adjacent thereto on either side, whichever is the lesser of the two (the "Application"); and

WHEREAS, the Applicant's property is located at 400 Park Street (Folio No. 05-3024-006-2010) as further legally described on Exhibit "A" (the "Property"); and

WHEREAS, City staff has reviewed the Application and recommends approval; and

WHEREAS, on September 8, 2022, the Board of Adjustment, conducted a public hearing and recommended **[approval/approval with conditions/denial]** of the Application; and

WHEREAS, public notice was provided in accordance with law; and

WHEREAS, after a duly noticed public hearing, the City Council, based upon competent substantial evidence in the record, finds that the Application **[does/does not]** meet the requirements of the City Code and finds that the Application **[is/is not]** consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the citizens 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 true and correct and are incorporated herein by this reference.

Section 2. Approval/Denial. The City Council, after review of competent substantial evidence in the record and a duly noticed public hearing, finds that the Application **[does/does not]** meet the approval criteria set forth in Section 150-111 of the City Code and hereby **[approves/denies]** the Application to permit a 10 foot 8 inch front yard setback for a portion of the building where Section 150-060(E) of the Code requires a minimum front yard of not less than 30 feet or the average depth of the front yard of the lot or lots next adjacent thereto on either side, whichever is the lesser of the two.

Section 3. Conditions [if approved]. That the approval granted by this Resolution is subject to compliance with the following conditions, to which the Applicant stipulated and agreed to at the public hearing:

- a. Plans shall substantially comply with those submitted. Substantial compliance shall be at the sole determination of the City. Plans are as follows:
 - i. Sheet 1 of 1, Survey MAPCONS Group, LLC., dated, signed and sealed by Orlando Grandal, PSM, May 24, 2022.
 - ii. Sheet A-100, Site Plan, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.
 - iii. Sheet L-001, Landscape Site Plan, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.
 - iv. Sheet A200, Floor Plans, by Allen Plasencia, R.A., dated, signed and sealed August 02, 2022.
 - v. Sheet A400, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.
 - vi. Sheet A401, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.
 - vii. Sheet A402, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.
 - viii. Sheet A1100, Site Photos/ Materials, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.

- b. Any variances granted by the City Council shall be null and void if the applicant does not obtain a building permit and commence construction within one year of the date of the granting of the variance. If unusual circumstances exist, the variance may be extended by the City Council for an additional six-month period. No extensions beyond the time periods specified above are authorized.
- c. Any conditions upon which this approval is granted shall be incorporated on a cover sheet of the plans submitted for building permit.
- d. All curbing shall be Miami-Dade County Type "D". All landscaped areas must be enclosed with said curbing.
- e. Final architectural plans shall be submitted to, and approved by staff prior to the issuance of a building permit.
- f. Any substantial deviation from the site plan must be approved by the City Council at a public hearing. Minor deviations from the site plan may be addressed administratively. What constitutes substantial and minor deviations is at the sole discretion of the City.
- g. No satellite dishes, including cable television, may be located on the building walls or the property.
- h. All utilities connecting the proposed building shall be located underground.
- i. Prior to the issuance of the first building permit, the applicant shall record at the applicant's expense a unity of title, or provide evidence of a previously recorded unity of title, in a form acceptable to the City Attorney.

Section 4. Violations. Failure to adhere to the terms of this approval shall be considered a violation of the City Code. Penalties for such violation shall be as prescribed by the City Code, which include, but are not limited to, the revocation of the approval granted by this Resolution.

Section 5. 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 _____ day of _____, 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

EXHIBIT A
Legal Description

Lots 15 and 16, in Block 76, of COUNTRY CLUB ESTATES, SECTION ONE, according to the Plat thereof, as recorded in Plat Book 28, at Page, 11, of the Public Records of Miami-Dade County, Florida.

AND

Tract "A", in Block 76, of COUNTRY CLUB ESTATES, SECTION ONE, according to the Plat thereof, as recorded in Plat Book 34, at Page 39, of the Public Records of Miami-Dade County, Florida.

(TRACT A) FORMERLY KNOWN AS:

Lot 14, in Block 76, of COUNTRY CLUB ESTATES, SECTION ONE, according to the Plat thereof, as recorded in Plat Book 28, at Page 11, of the Public Records of Miami-Dade County, Florida.



BOARD OF ADJUSTMENT

Thursday, September 8, 2022, 6:30 p.m.

City Hall – Council Chambers

201 Westward Drive – Miami Springs



**BOARD OF ADJUSTMENTS
CITY OF MIAMI SPRINGS, FLORIDA**

Chair Ernie Aloma

Vice Chair Bill Tallman
Board Member Joe Valencia
Alternate Board Member Ralph Kropp

Board Member Rogelio Madan
Board Member Juan Molina

**AGENDA
Regular Meeting
Thursday, September 8, 2022, 6:30 p.m.
City Hall – Council Chambers
201 Westward Drive – Miami Springs**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. APPROVAL OF MINUTES OF REGULAR MEETING:** March 07, 2022
- 3. SWEARING IN OF ALL WITNESSES AND PLANNING DIRECTOR**
- 4. NEW BUSINESS**

- a) CASE # 02-V-22
APPLICANT: JUAN A. CALVO
ADDRESS: 400 PARK STREET
ZONING: R-3A MULTIPLE FAMILY LOW DENTISTRY
LOT SIZE: 15,241 SQ. FT

The applicant is seeking site plan approval in order to build six apartments.

- 6. ADJOURNMENT**

The decisions of the Board of Adjustment may be appealed to the Board of Appeals pursuant to Code Section 150.113. Any person appealing any decision may need to ensure that a verbatim record is made of the proceedings, which record includes the testimony and evidence upon which the appeal is made. (F.S. 286.0105)



City of Miami Springs, Florida

Board of Adjustments

Regular Meeting Minutes

Thursday, March 7th, 2022 6:30PM

City Hall Council Chambers, 201 Westward Drive, Miami Springs, FL

1. CALL TO ORDER/ROLL CALL:

The meeting was called to order by Chair Ernie Aloma at 6:30 PM

Present: Chair Ernie Aloma
Vice Chair Bill Tallman
Board Member Ralph P. Kropp
Board Member Rogelio Madan
Board Member Joe Valencia

Absent: Board Member Juan Molina

Also Present: City Planner Christopher Heid (via Zoom)
Mayor Maria P. Mitchell (via Zoom)
City Manager William Alonso (via Zoom)
Board Secretary Juan Garcia
Assistant to the City Clerk Sandra Duarte

Chair Aloma expressed condolences towards Chair Tallman and gives him best wishes along with encouragement towards the future. He also shared an update he had given to Council in regards to the Adjustment Board proceedings and how he requested for Council to support their recommendations.

2. APPROVAL OF MINUTES OF REGULAR MEETING:

a. May 3rd, 2021

Vice Chair Tallman motioned to approve the minutes as written of the May 3rd, 2021 meeting. Board Member Madan seconded the motion and was carried unanimously 5-0 on voice vote.

3. SWEARING IN OF ALL WITNESSES AND PLANNING DIRECTOR:

Board Secretary Garcia swore in everyone giving testimony during the proceedings.

4. NEW BUSINESS:

- A. CASE # 01-V-22
APPLICANT: UTD BUILDING CORPORATION
ADDRESS: 5553 NW 36th STREET
ZONING: NW 36th STREET
LOT SIZE: 13,500 SQ. FT**

City Attorney Alejandro Uribe summarized the staff report which involved a painted wall that did not follow the approved color pallet. Attorney Uribe outlined how as per the City's Code of Ordinance section 93-51(C)(4) there should be no more than three approved colors used to paint a building.

Chair Aloma asked City Planner Heid if any correspondence was received. City Planner Heid informed that no public correspondence was received besides UTD staff requesting an appeal. Chair Aloma clarified with City Planner Heid that the applicant has requested for the Board to make a judgment call on whether the mural is allowed or not to which City Planner Heid agreed.

The UTD Building Corp. Attorney Javier Fernandez from SMGQ Law located at 1200 Brickle Avenue addressed the Board and noted how UTD is seeking an appeal from the previous administrative decision. He presented the items showing UTD's stance, which is that the mural should be considered a non-commercial sign due to it being art under section 150-030 Sign Regulations. Attorney Fernandez showed signage for other commercial properties in the City and noted how the approved signage contradicted the color pallet requirement.

Chair Aloma offered public commentary from the UTD Staff that were present although they declined. Chair Aloma continued by specifying that section 150-030 is for a separate district and that the current UTD mural denial was due to the painting of the wall and not in regards to signage. He outlined that the signage which Attorney Fernandez presented did not apply to the current issue as there are separate requirements for signage. Chair Aloma again sets that the denial was due to the wall being painted and the regulation that was not followed was the 3-color allowance.

Further discussion is made between the Board and Attorney Fernandez. Board Member Valencia asked Attorney Fernandez whether a permit was applied for and Attorney Fernandez explained UTD interpreted via the Code section 150-030 that a permit was not needed. Board Member Valencia showed concern for the timeline between UTD being informed the mural was not allowed to the mural being painted.

UTD staff member Jeffrey Garcia approached the Board and Secretary Garcia swore him in. Mr. Garcia clarified that he believed the current timeline on record was not accurate as they were advised by a previous Council Member that the mural would be allowed as per the Code. Further discussion in regards to the timeline, permit requirements and section 150-030 continued.

Attorney Uribe reiterates that section 93-51 is specifically intended to be applied to the NW 36th street district which is for the allowed colors and that signage requirements are under a different section of the Code. Attorney Fernandez specified that he believed Code 150-030 does allow the mural as signage and that he believed the Code should be changed if his interpretation is incorrect.

Vice Chair Tallman repeated that the Code does not consider a mural a sign as it is art in a public space. Board Member Madan requested clarification on whether the Gateway District has exceptions for the color pallet for murals. City Planner Heid explained that if a mural were painted with three colors for the 36th Street district it would be acceptable but he wanted to correctly state that there are two approved color pallets. The first section of the color pallet includes the NW 36th Street district and second section of the color pallet includes all other commercially zoned districts.

Vice Chair Tallman questioned if a mural was proposed in the overlay district would it be expected to be limited to three shades of the color pallet in order to be permissible. City Planner Heid explained that a review process would be done whether to allow the design and if the mural fell into the requirements of the Code and FAR bonus.

Attorney Fernandez asked City Planner Heid if a mural were to be allowed in the Gateway District with more than three colors if no bonus was pursued. City Planner Heid clarified that murals were allowed in the Overlay District as per performance excellence standard in seeking the bonus through demolition or new construction.

Board Member Madan moved to recommend the City Council upholds the City Planners determination for the UTD's appeal to be denied. No Board Member seconded the motion. The motion failed.

Chair Aloma questioned the City Attorney's on the procedure of a failed motion. Attorney Arango noted that an action must be taken and the decision made will go before the Council for consideration. After further clarification the City Attorney's stated that the failed motion could be reconsidered by the Board.

Board Member Madan moved to recommend the City Council uphold the City Planners determination for UTD's appeal to be denied. Vice Chair Tallman seconded the motion which carried 3-2 on rollcall vote. The vote was as follows: Vice Chair Tallman, Board Member Kropp, Board Member Madan voted YES. Board Member Valencia and Chair Aloma voted NO.

After further discussion Board Member Madan expresses the Board should recommend to Council that they look into creating a process for authorizing artistic murals as it will benefit the district. Chair Aloma confirmed it should be done via a second motion.

Board Member Madan moved to recommend to City Council to create a process to allow murals and for murals to be specifically permitted on NW 36th street district. Board Member Tallman seconded the motion which carried unanimously 5-0 on voice vote.

5. Adjournment

There being no further business the meeting was adjourned at 07:47 PM.

Respectfully submitted:

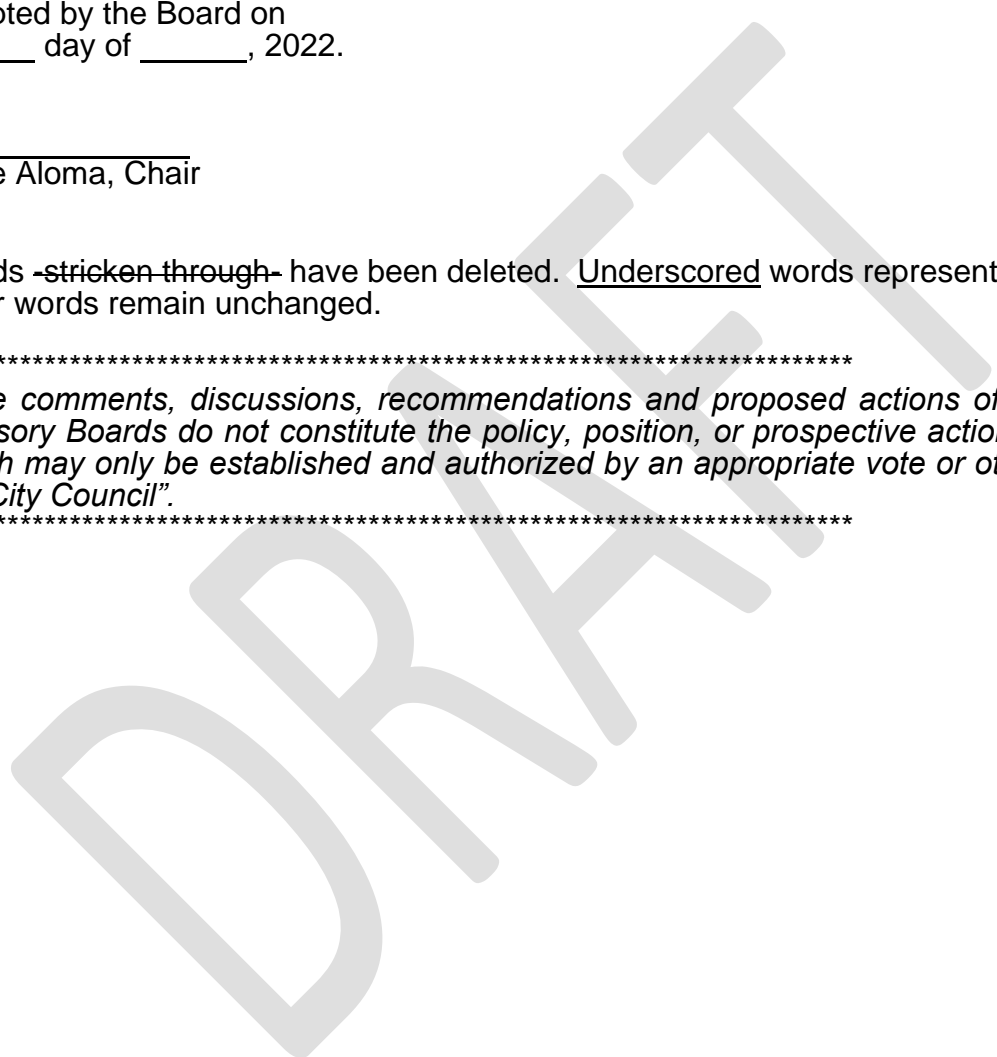
Sandra Duarte
Board Secretary

Adopted by the Board on
this ___ day of _____, 2022.

Ernie Aloma, Chair

Words ~~stricken through~~ have been deleted. Underscored words represent changes. All other words remain unchanged.

“The comments, discussions, recommendations and proposed actions of City Citizen Advisory Boards do not constitute the policy, position, or prospective action of the City, which may only be established and authorized by an appropriate vote or other action of the City Council”.



VARIANCE CASE

NO. 02-V-22

JUAN CALVO

400 PARK STREET

BOARD OF ADJUSTMENT

Meeting: 09-08-2022



CITY OF MIAMI SPRINGS PLANNING DEPARTMENT
CITY COUNCIL STAFF REPORT

*201 Westward Drive
Miami Springs, FL 33166
Phone:(305) 805-5030
Fax:(305) 805-5036*

TO: Board of Adjustment
Mayor & City Council

FROM: Christopher Heid, City Planner

DATE: September 6, 2022

SUBJECT: Variance Application for Front Yard Setback

CASE # 02-V-22

APPLICANT: Juan A. Calvo

ADDRESS: 400 Park Street

ZONING DISTRICT: R-3A MULTIPLE FAMILY LOW DENTISTRY

FUTURE LAND USE MAP (FLUM) CATEGORY: Multi-family

THE PROPERTY: The property consists of single parcel of land, nearly rectangular in shape, with an angular cut at the corner facing Glen Way. The property abuts three streets, Hibiscus Drive, Park Street, and Glen Way. A 16 foot wide alley abuts the property on the south. The subject property is 15,241 square feet in size.

THE PROPOSAL: The applicant is seeking site plan approval in order to build six apartments, which will look like townhouses. An existing single family home on the site will be demolished to accommodate the proposed project. However, in order to construct the project as set forth in the site plan, the applicant requests a variance pursuant to section 150-060(E) of the City's Code of Ordinances to provide a front yard setback of 10'8" for a portion of the building where the Code requires a minimum front yard of not less than 30 feet or the average depth of the front yard of the lot or lots next adjacent thereto on either side, whichever is the lesser of the two. In this instance, the requested variance results in a 19'4" variance for a portion of the building from the required setback.

THE PROJECT: The six units are identical in size, design and layout. Each unit is approximately 1,500 SF in size and three stories in height. The ground floor contains an en-suite bedroom or office and a carport/garage. The floor is accessed

both from the front door and through the carport at rear. A staircase leads to the second floor, which contains a living area, dining area, open kitchen, and a half bathroom with laundry room. A large balcony extends along the front of this level looking out into Hibiscus Drive. A staircase leads to the third floor that contains two en-suite bedrooms, including a master bedroom with a Juliette balcony facing Hibiscus Drive.

The architecture is of a unique Caribbean-influenced style with stucco walls, multi-paned windows and a steeply sloped flat tile roofs.

Parking required is 14 spaces, and 14 spaces are provided.

The property is heavily landscaped, and needs only smaller under plantings and ground covers. In addition, a CBS garbage enclosure is provided at the rear.

This area of the City has not seen the construction of multi-family units in decades, and will be a welcome addition to the neighborhood.

ANALYSIS: Section 150-111 of the City Code allows property owners to request a variance for certain types of deviations from the code when there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of Chapter 150 of the Code. There are five criteria for granting a variance according to Section 150-111 as follows:

Criteria No. 1. Owing to special conditions, a literal enforcement of the provision of the chapter results in an unnecessary hardship and the spirit of the chapter shall be observed and substantial justice done. See §150-111(B)(2).

Staff Analysis: The applicant is proposing a 6-unit apartment complex, which look like townhouses. The shape of the lot is irregular and literal enforcement of the required 30 ft. setback pursuant to Section 150-060(E) on 3 sides of the property (Hibiscus, Park, and Glenn) would result in a substantial hardship. Only a small corner of the building is actually proposed to be located in the required front yard. The building contains 3,675 square feet, of which 338 square feet (10.8)% are in the required front yard.

Criteria No. 2. The variance will not constitute any change in the districts shown on the zoning map. See §150-111(B)(4).

Staff Analysis: This property is bounded by four streets and an alley making a conventional building footprint quite difficult.

Criteria No. 3. The variance will not impair an adequate supply of light and air to adjacent property, or materially increase the danger of fire. See §150-111(B)(4).

Staff Analysis: There are no neighbors or adjacent properties on Park St./Glenn where the variance is being requested so no one is being affected.

The variance will not materially increase the danger of fire as the project has only one neighbor on the opposite side of the variance request.

Criteria No. 4. The variance will not materially diminish or impair established property values within the surrounding area. See §150-111(B)(4).

Staff Analysis: The proposal will only increase the value of the surrounding area as it replaces an aging single family home with six higher end units, all with three bedrooms with en-suite baths. As this is a project that is located in a multi-family zoning district, it is more appropriate than the existing single family home.

Criteria No. 5. The variance will not in any other respect impair the public health, safety, morals, and general welfare of the city. See §150-111(B)(4).

Staff Analysis: This project would benefit the general welfare of the City by the addition of much needed multifamily units, and a greatly increased tax base.

STAFF RECOMMENDATION:

It is recommended that the request for a variance be approved subject to the following conditions:

1. Plans shall substantially comply with those submitted. Substantial compliance shall be at the sole determination of the City. Plans are as follows:
 - Sheet 1 of 1, Survey MAPCONS Group, LLC., dated, signed and sealed by Orlando Grandal, PSM, May24, 2022.
 - Sheet A-100, Site Plan, by Allen Plasencia, R.A., dated, signed and sealed June20, 2022
 - Sheet L-001, Landscape Site Plan, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022
 - Sheet A200, Floor Plans, by Allen Plasencia, R.A., dated, signed and sealed August 02, 2022
 - Sheet A400, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022
 - Sheet A401, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022
 - Sheet A402, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022
 - Sheet A1100, Site Photos/ Materials, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022

2. Any variances granted by the City Council shall be null and void if the applicant does not obtain a building permit and commence construction within one year of the date of the granting of the variance. If unusual circumstances exist, the variance may be extended by the City Council for an additional six-month period. No extensions beyond the time periods specified above are authorized.
3. If approved, the final order, including any conditions upon which the approval is granted shall be incorporated on a cover sheet of the plans submitted for building permit.
4. All curbing shall be Miami-Dade County Type "D". All landscaped areas must be enclosed with said curbing.
5. Final architectural plans shall be submitted to, and approved by staff prior to the issuance of a building permit.
6. Any substantial deviation from the site plan must be approved by the City Council at a public hearing. Minor deviations from the site plan may be addressed administratively. What constitutes substantial and minor deviations is at the sole discretion of the City.
7. No satellite dishes, including cable television, may be located on the building walls or the property.
8. All utilities connecting the proposed building shall be located underground.
9. Prior to the issuance of the first building permit, the applicant shall record at the applicant's expense a unity of title, or provide evidence of a previously recorded unity of title, in a form acceptable to the City Attorney.



Official Use Only
Submission Date: 06/08/22
Case No.: 02-V-22

Building & Planning Department
 201 Westward Drive
 Miami Springs, FL 33166
 Phone: 305-805-5034 Fax: 305-805-5036
www.miamisprings-fl.gov

CITY OF MIAMI SPRINGS

HEARING APPLICATION

APPLICANT INFORMATION	
APPLICANT NAME JUAN A. CALVO	PROPERTY ADDRESS 400 PARK ST.
APPLICANT PHONE NUMBER (BEST NUMBER TO REACH YOU) (305) 527-8817	E-MAIL ADDRESS CALVOJ@COMCAST.NET

Request that a determination be made by the Zoning and Planning Board of the City of Miami Springs, on the following project that was reviewed and discussed with the City Planner, in which the City Planner could not exercise discretion and which, in his opinion, might properly come before the Board.

PROPERTY INFORMATION	
LEGAL DESCRIPTION 14,15,16 76 "C.C. ESTATES, SECT. ONE"	LOT SIZE AND ZONING DISTRICT 15,241 R-3A
LOT(S) BLOCK SUBDIVISION 14,15,16 76	LOT SIZE ZONING DISTRICT 15,241 R-3A
HAVE ANY PREVIOUS APPLICATIONS OR APPEALS BEEN FILED WITHIN THE LAST SIX (6) MONTHS IN CONNECTION WITH THESE PREMISES? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, BRIEFLY STATE THE NATURE OF THE PREVIOUS APPLICATION:	
IF YOU ARE THE OWNER, HOW LONG HAVE YOU OWNED THE PROPERTY? 19.6 YEARS	WHAT IS THE APPROXIMATE MARKET VALUE INVOLVED IN THIS PROJECT? \$ 1.8 M

Please include the follow information in your application letter:

(I)(We) Hereby petition the City of Miami Springs, FL to review the instant petition for Zoning and Planning Board approval on the following legally described property:

(Please include a separate document stating the full legal description of the property, the property address, lot size, and type of use and improvement proposed – state also whether new structures are to be built, existing structures used, or additions made to existing buildings. State in what way the proposed plan/project will be appropriate and desirable to the City of Miami Springs, and the effect of the proposed plan/ project in the immediate neighborhood. Include what circumstances that justify the approval of the plan/ project.

(I) (We) understand this petition becomes part of the permanent records of the Zoning and Planning Board.

(I) (We) hereby certify that the above statements and the statements or showing made in any papers and/or plans submitted are true to the best of my/our knowledge and belief.

[Handwritten Signature]

Signature of Owner

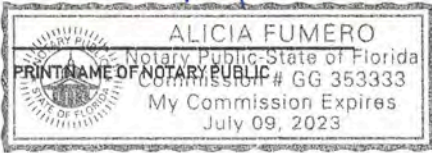
Juan A. Calvo

Printed name of Owner

The contents of this petition are Sworn to and subscribed before me this 26 day of May, 2022

[Handwritten Signature]

SIGNATURE OF NOTARY PUBLIC - STATE OF FLORIDA



STAMP SEAL

COMMISSION EXPIRES: _____
PERSONALLY KNOWN: _____
PRODUCED IDENTIFICATION: _____

Signature of Co-Owner

Printed name of Co-Owner

The contents of this petition are Sworn to and subscribed before me this ____ day of _____, 20__.

SIGNATURE OF NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME OF NOTARY PUBLIC

STAMP SEAL

COMMISSION EXPIRES: _____
PERSONALLY KNOWN: _____
PRODUCED IDENTIFICATION: _____

May 25, 2022

Juan A Calvo
210 Duval Dr.
Miami Springs, Fl 33166

City of Miami Springs, Florida
Zoning and Planning Board

Re: **LETTER OF REQUEST** / 400 Park St.

Dear Zoning and Planning Board,

I have owned the subject property for almost 20 years and recently have decided to develop the site. The area is zoned R-3A and I am entitled to build up to seven units. The proposed project includes a 6 unit townhouse project with a total of 9,874 s.f. and 14 parking spaces as required. Each unit is three stories high and approximately 1,500 sf including parking under the building. Probably the most unique characteristic of this site is the number of existing mature Oaks, Banyans and Almond trees, as well as numerous palms of different kinds that will surround the new residential project.

400 Park has one main challenge when it comes to laying out multiple units and that is the irregular shape of the lot and the fact that it is situated on a corner with multiple adjoining streets. Because Section 160-060(F)(1) requires no less than 30' for side yards adjoining a street, the eastern most part of the site becomes very limited and inefficient. **The purpose of this letter is to seek a Side Yard Setback variance from the requirements of Section 160-060(F)(1).**


I am asking the board to grant a 10'-8" side yard set back on Glen Way which would allow a 6 unit townhouse development project as submitted for your review.

In consideration of this request, please note the following:

1. The irregular shape of the lot/corner condition as previously mentioned.
2. The side yard variance is being requested on Glen Way(only) which has a large triangular green median directly across the street. There would be no impact or hardship to my neighbor, Grace Lutheran as they are substantially far away and on the opposite side of said median.
3. There are several mature trees on the Glen Way side yard that would screen the project from the street, in particular, a 30' high Banyan Tree with a 40' canopy. At the ground level, a hedge is being proposed that will delineate the perimeter of the entire site.
4. Lastly, the green swale adjacent to the property on Glen Way measures 14.8' which adds another level of separation from the public.

Thank you for reviewing this request. If you should have any questions, you may reach me at 305-527-8817.

Sincerely,



Juan A Calvo, Owner



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/11/2022

Property Information	
Folio:	05-3024-006-2010
Property Address:	400 PARK ST Miami Springs, FL 33166-5245
Owner	JUAN CALVO
Mailing Address	210 DUVALL DR MIAMI SPRINGS, FL 33166-5866
PA Primary Zone	3700 MULTI-FAMILY - 10-21 U/A
Primary Land Use	0802 MULTIFAMILY 2-9 UNITS : 2 LIVING UNITS
Beds / Baths / Half	5 / 3 / 0
Floors	1
Living Units	2
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	2,227 Sq.Ft
Lot Size	15,241 Sq.Ft
Year Built	1951



Assessment Information			
Year	2022	2021	2020
Land Value	\$336,470	\$487,712	\$487,712
Building Value	\$152,460	\$108,499	\$108,499
XF Value	\$0	\$0	\$0
Market Value	\$488,930	\$596,211	\$596,211
Assessed Value	\$468,983	\$426,349	\$387,590

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$19,947	\$169,862	\$208,621

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
COUNTRY CLUB ESTS AMD PL SEC 1
PB 28-11
LOTS 15 & 16 BLK 76 & TR A BLK 76
34-39
LOT SIZE IRREGULAR

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$468,983	\$426,349	\$387,590
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$488,930	\$596,211	\$596,211
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$468,983	\$426,349	\$387,590
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$468,983	\$426,349	\$387,590

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/2003	\$300,000	21929-2483	Sales which are qualified
04/01/1993	\$155,000	15870-2881	Sales which are qualified
04/01/1976	\$1	00000-00000	Sales which are disqualified as a result of examination of the deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidadegov/info/disclaimer.asp>

Version:



400 PARK LOFTS

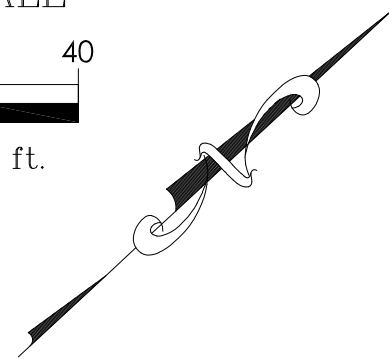
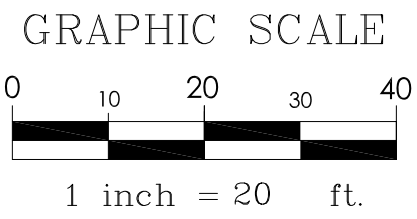
Miami Springs, Florida

DESIGN DIRECTIVE STUDIO, LLC

© 2022

Architect
Design Directive Studio, LLC
449 Wren Avenue
Miami Springs, FL 33136
P 305 610 2858

SKETCH OF BOUNDARY SURVEY

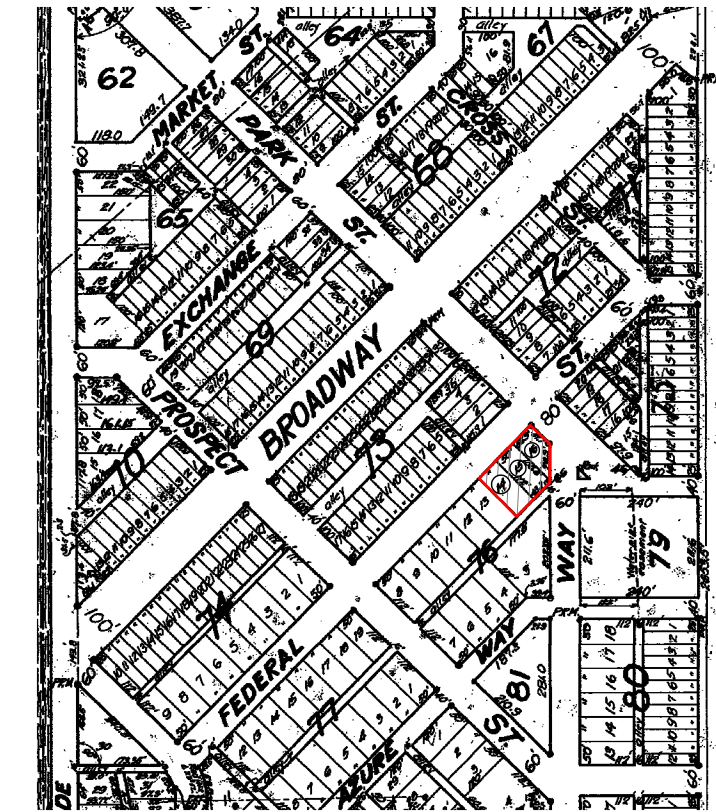


LOCATION MAP
SCALE.....N.T.S.

LEGEND AND ABBREVIATIONS:

P.L.S.	PROFESSIONAL LAND SURVEYOR
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
S/F.N.&D.	SET OR FOUND NAIL & DISC
S/F.I.P.	SET OR FOUND 1/2" IRON PIPE
B.C.R.	BROWARD COUNTY RECORDS
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
ID.	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD AND CAP
FND. 1/2"	FOUND NAIL AND DISC
CL	CENTER LINE
ML	MONUMENT LINE
(C)	CALCULATED DATA
(R)	DATA PER LEGAL DESCRIPTION
R.E.	RIM ELEVATION
C.B.S.	CONCRETE BLOCK & STUCCO
C.L.F.	CHAIN LINK FENCE
F.F.E.L.V.	FINISH FLOOR ELEVATION
(M)	MEASURED
A/C	AIR CONDITIONING UNIT
R	RADIUS
Δ	DELTA
L	LENGTH
T	TANGENT
CONC.	CONCRETE
ELV.	ELEVATION
N.T.S.	NOT TO SCALE
PB.	PLAT BOOK
⊙	LIGHT STEEL POLE
⊙	ALUMINUM LIGHT POST (SINGLE)
⊙	UTILITY WOOD POLE
⊙	CONCRETE POWER POLE (CIRCULAR)
⊙	C.B.S. WALL
⊙	WATER VALVE
⊙	METAL FENCE
⊙	CHAIN LINK FENCE
⊙	WATER METER
⊙	TRAFFIC SIGN
⊙	T.V BOX
⊙	METAL LID
⊙	AIR CONDITIONING UNIT
⊙	WATER METER
⊙	SPOT ELEVATION

SUBDIVISION NAME: "COUNTRY CLUB ESTS AMD PL SEC 1"



South Side Land Co. in an instrument with force of law...
Three street layouts, concrete roads, drive, etc. were shown...
Signed, Sealed and Delivered in the presence of
Charmaine R. ...
Surveyor

LEGAL DESCRIPTION:

LOTS 15 AND 16, IN BLOCK 76, OF "COUNTRY CLUB ESTATES, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGE 11, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND TRACT "A", IN BLOCK 76, OF "COUNTRY CLUB ESTATES, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

(TRACT A) FORMERLY KNOWN AS:
LOT 14, IN BLOCK 76, OF "COUNTRY CLUB ESTATES, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGE 11, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

THE SHOWN LEGAL DESCRIPTION USED TO PERFORM THIS BOUNDARY SURVEY WAS PROVIDED BY ORIGINAL RECORD BOOK 21929, PAGE 2483 AND ORIGINAL RECORD BOOK 29519, PAGE 3962, RESPECTIVELY, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:10000.
IF THIS DOCUMENT IS BEING READ IN PAPER FORMAT, IT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. IF THE DOCUMENT IS IN ELECTRONIC FORMAT, ACCORDING TO CHAPTER 5J-17.062 SECTION 3, IT IS NOT VALID UNLESS ELECTRONICALLY SIGNED. THE FINAL HARD COPY OF THE DOCUMENT MUST HAVE THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE SURVEYOR.
THE ISSUE OF THIS SURVEY IS ONLY FOR THE EXCLUSIVE AND SPECIFIC USE OF THOSE PERSONS, PARTIES OR INSTITUTIONS IN THE CERTIFICATE.
THE LIABILITY OF THIS BOUNDARY SURVEY IS LIMITED TO THE COST OF THE SURVEY.
THE PROPERTIES DESCRIBED ON THIS SURVEY, LIE WITHIN A FLOOD ZONE "AH", AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). THE FLOOD INSURANCE RATE MAP IDENTIFIED AS COMMUNITY PANEL No. 120653-0283L, WITH AN EFFECTIVE DATE OF SEPTEMBER 11, 2009, BASE FLOOD ELEVATION 7.0 FEET.
ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929, AS PER MIAMI-DADE COUNTY BENCHMARK NAME M-74, WITH AN ELEVATION OF 9.41 FEET, LOCATED OVER US HIGHWAY 27 AND CURTISS PARKWAY, WITH A DESCRIPTION: BRASS BAR IN NORTHEAST CORNER OF BRIDGE FOR SOUTHERLY BOUND TRAFFIC GOING FROM THE HIALEAH SIDE OF RIVER INTO MIAMI SPRINGS SIDE.
UNDERGROUND ENCROACHMENTS, IF ANY, ARE NOT SHOWN. THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATION AND/OR UNDERGROUND IMPROVEMENTS OF ANY NATURE.
ANY FEMA FLOOD ZONE INFORMATION PROVIDED ON THIS SURVEY IS FOR INFORMATIONAL PURPOSE ONLY AND IT WAS OBTAINED AT www.fema.com.
NORTH ARROW DIRECTION IS BASED ON AN ASSUMED MERIDIAN.
THE SURVEYOR DOES NOT DETERMINE FENCE AND/OR WALL OWNERSHIP.

NOTE:

- TREE TRUNK DIAMETERS WERE MEASURED AT A HEIGHT ±4.5 FEET FROM THE GROUND.
- FOR PROPER AND SCIENTIFIC TREE NAME AN ARBORIST SHOULD BE CONTACTED.
- THE SURVEYOR IS NOT RESPONSIBLE FOR TREE NAMES INDICATED IN THIS CHART.

NOTICE:

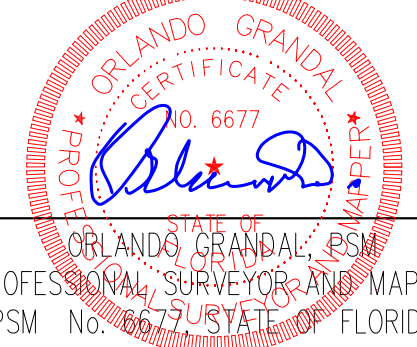
THIS DRAWING IS THE PROPERTY OF MAPCONS GROUP, LLC.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

SURVEYOR'S CERTIFICATE:

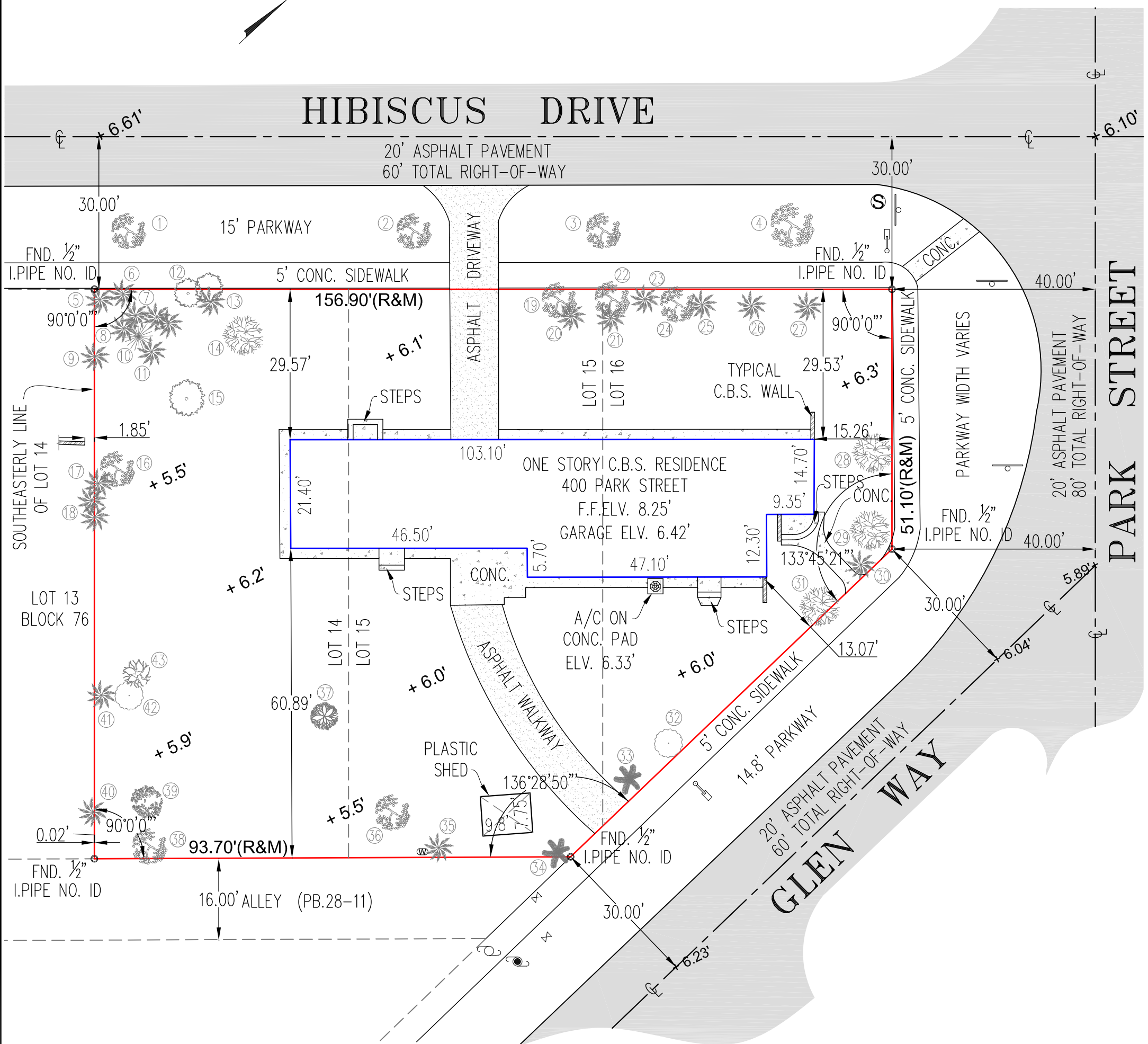
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF "BOUNDARY SURVEY" AND THE SURVEY MAP IS TRUE AND CORRECT AND WAS MADE UNDER MY DIRECT SUPERVISION AND THAT IT MEETS THE "STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS" PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTED LAW, CHAPTER 472.027, OF THE FLORIDA STATUTES.

MAPCONS GROUP, LLC., A FLORIDA LIMITED LIABILITY COMPANY
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB8352.



By:

PROFESSIONAL SURVEYOR AND MAPPER
PSM No. 6677 STATE OF FLORIDA



TREE CHART

No.	BOTANICAL NAME	COMMON NAME	DIAMETER (IN.)	CANOPY (FT.)	HEIGHT (FT.)
1	QUERCUS VIRGINIANA	OAK	13.2"±	25'±	30'±
2	QUERCUS VIRGINIANA	OAK	8.4"±	20'±	18'±
3	QUERCUS VIRGINIANA	OAK	10.8"±	20'±	21'±
4	QUERCUS VIRGINIANA	OAK	24.0"±	25'±	25'±
5	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	7'±	15'±
6	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	20'±
7	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (3)	4.8"±	12'±	20'±
8	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	8'±	20'±
9	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	18'±
10	MELALEUCA	MELALEUCA	36.0"±	20'±	25'±
11	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	20'±
12	POUTERIA SAPOTA	SAPOTE (2)	4.8"±	10'±	10'±
13	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	8'±	15'±
14	FICUS BENGHALENSIS	BANYAN	60.0"±	50'±	40'±
15	POUTERIA SAPOTA	SAPOTE	13.2"±	20'±	20'±
16	QUERCUS VIRGINIANA	OAK	31.2"±	50'±	40'±
17	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	6.0"±	8'±	18'±
18	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (2)	4.0"±	10'±	20'±
19	QUERCUS VIRGINIANA	OAK	14.4"±	25'±	25'±
20	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A
21	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A

22	QUERCUS VIRGINIANA	OAK	13.2"±	20'±	25'±
23	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	10'±	18'±
24	QUERCUS VIRGINIANA	OAK	24.0"±	30'±	25'±
25	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	10'±	18'±
26	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A
27	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	N/A	N/A	N/A
28	FICUS BENGHALENSIS	BANYAN	48.0"±	60'±	40'±
29	FICUS BENGHALENSIS	BANYAN	19.2"±	20'±	20'±
30	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	7'±	18'±
31	FICUS BENGHALENSIS	BANYAN	36.0"±	40'±	30'±
32	PRUNUS DULCIS	ALMOND TREE	24.0"±	50'±	30'±
33	WASHINGTONIA ROBUSTA	MEXICAN PALM	12.0"±	12'±	20'±
34	WASHINGTONIA ROBUSTA	MEXICAN PALM	12.0"±	12'±	15'±
35	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	15'±	25'±
36	QUERCUS VIRGINIANA	OAK	24.0"±	45'±	30'±
37	MANGIFERA INDICA	MANGO	14.4"±	30'±	25'±
38	QUERCUS VIRGINIANA	OAK	30.0"±	50'±	35'±
39	UNKNOWN	UNKNOWN	36.0"±	25'±	25'±
40	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	7.2"±	15'±	25'±
41	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	10'±	20'±
42	PRUNUS DULCIS	ALMOND TREE	24.0"±	25'±	25'±
43	FICUS BENJAMINA	FICUS	48.0"±	60'±	50'±

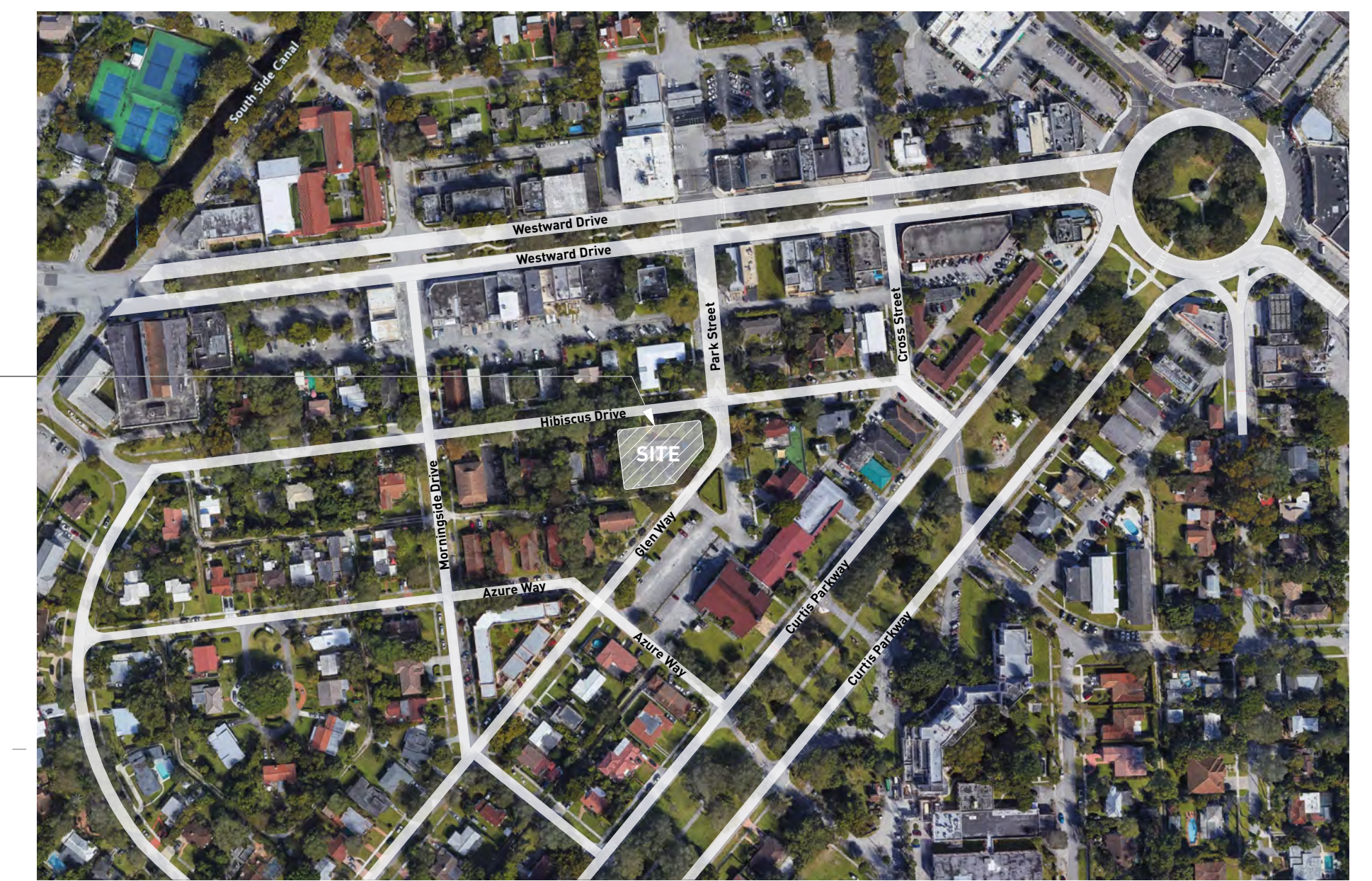
MAPCONS
Group, LLC.
PROFESSIONAL LAND SURVEYORS

5545 SW 8th Street, Suite 108
Miami, Florida 33134
Office (786) 615 3103
Cell (786) 223 1419
Email: mtsurveying@ymail.com
Web: www.mapconsgruppinc.com

DATE	REVISION COMMENTS	BY

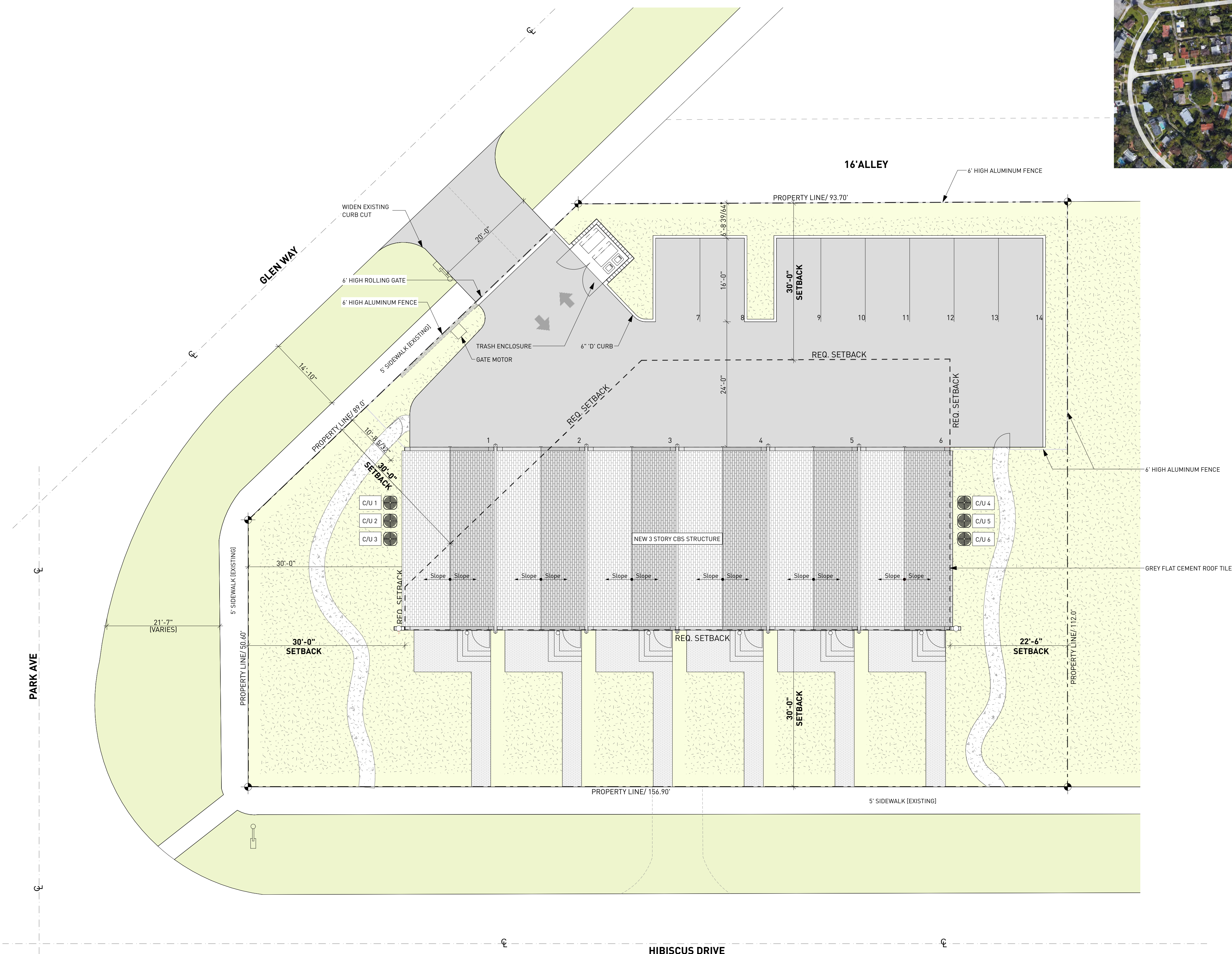
PROJECT LOCATION:
MIAMI-DADE COUNTY, FLORIDA
400 Park Street, Miami Spring, Florida 33166
Folio No.: 05-3024-006-2010
CERTIFY TO:
JUAN CALVO.

PROJECT No:	22-062
FIELD BOOK:	FILE DATA C.
SCALE:	AS SHOWN
DRAWN BY:	J.S.
CHECKED BY:	O.G.
SURVEY:	BOUNDARY
DATE:	03-24-2022
SHEET No:	



LOCATION MAP

SITE:
 400 PARK STREET
 MIAMI SPRINGS, FL 33166



SITE INFORMATION			
1. LEGAL DESCRIPTION			
LOTS 15 AND 16, IN BLOCK 74, OF "COUNTRY CLUB ESTATES, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGE 11, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND TRACT "A", IN BLOCK 74, OF "COUNTRY CLUB ESTATES, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.			
(TRACT A) FORMERLY KNOWN AS LOT 14, IN BLOCK 74, OF "COUNTRY CLUB ESTATES, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGE 11, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.			
1.1 ZONING DISTRICTS:			
R3-A			
1.2 LAND USE			
MULTI-FAMILY DWELLING (ISCE, 150-040 (A)(2))			
2. BUILDING ANALYSIS			
CODES AND EDITIONS USED			
2017 FLORIDA BUILDING CODE			
LATEST VERSION OF FLORIDA FIRE PREVENTION CODE			
MIAMI SPRINGS ZONING ORDINANCE			
2.1 BUILDING TYPE (FBC-B, TABLE 401)			
	CONSTRUCTION TYPE	OCCUPANCY	
MULTI-FAMILY	V-B	R-3	
3. BUILDING INFORMATION			
3.1 SETBACKS			
	ALLOWED	PROPOSED	
FRONT YARD	30'-0"	30'-0"	
SIDE YARD	22'-6"	22'-6"	
SIDE YARD - ADJACENT STREET	22'-6"	10'-3"	
SIDE YARD - ADJACENT STREET	30'-0"	30'-0"	
REAR YARD	30'-0"	47'-0"	
3.2 BUILDING AREAS			
	EXISTING	PROPOSED	
MULTI-FAMILY	2,227 s.f.	9,874.5 s.f.	
3.3 BUILDING HEIGHT LIMITATIONS			
	REQUIRED	PROPOSED	
MULTI-FAMILY	40'-0" / 3 STORIES	36'-5" / 3 STORIES	
3.5 FIRE RESISTANT RATING OF BUILDING ELEMENT (FBC-B, TABLE 401)			
	BUILDING ELEMENT	TYPE V-B	
		REQUIRED	PROVIDED
STRUCTURAL FRAME		0	1
BEARING WALLS	EXTERIOR	0	1
	INTERIOR	0	1
NON-BEARING WALLS & PARTITIONS	EXTERIOR	0	1
NON-BEARING WALLS & PARTITIONS	INTERIOR	0	0
FLOOR CONSTRUCTION, INCLUDING SUPPORTING BEAMS & JOISTS		0	1
ROOF CONSTRUCTION, INCLUDING SUPPORTING BEAMS & JOISTS		0	1
3.6 BUILDING SITE REQUIREMENT			
LOT AREA	DWELLINGS	AREA / DWELLING REQUIRED	AREA / DWELLING PROVIDED
15,241 s.f.	6	2,400 s.f. / DWELLING	2,540 s.f. / DWELLING
3.7 OPEN SPACE / LOT COVERAGE			
LOT AREA	BUILDING FOOTPRINT	LOT COVERAGE ALLOWED	LOT COVERAGE PROVIDED
15,241 s.f.	7,670 s.f.	30%	24%
4. PARKING CALCULATIONS MIAMI SPRINGS ZONING SEC. 150-016 (E)(1)			
SPECIFIC USE CATEGORY	CODE REQUIRED	REQUIRED	PROVIDED
MULTI-FAMILY	2.25 / UNIT	13.5	14

SITE PLAN / ROOF PLAN

NEW PLANT LIST

QUANTITY	ABRV.	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	FL. NATIVE		DROUGHT TOLERANT	
					YES	NO	YES	NO
UNDERSTORY TREES / SHRUBS								
		T.B.D.	T.B.D.					
GROUND COVER								
		T.B.D.	T.B.D.					
GRASSES								
		T.B.D.	T.B.D.					
SUPPLEMENTAL								
		T.B.D.	T.B.D.					

EXISTING TREE DISPOSITION TABLE

TREE SURVEY					
No.	BOTANICAL NAME	COMMON NAME	DIAMETER (IN.)	CANOPY (FT.)	HEIGHT (FT.)
1	QUERCUS VIRGINIANA	OAK	13.2"±	25'±	30'±
2	QUERCUS VIRGINIANA	OAK	8.4"±	20'±	18'±
3	QUERCUS VIRGINIANA	OAK	10.8"±	20'±	21'±
4	QUERCUS VIRGINIANA	OAK	24.0"±	25'±	25'±
5	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	7'±	15'±
6	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	20'±
7	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (3)	4.8"±	12'±	20'±
8	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	8'±	20'±
9	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	18'±
10	MELALEUCA	MELALEUCA	36.0"±	20'±	25'±
11	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	20'±
12	POUTERIA SAPOTA	SAPOTE (2)	4.8"±	10'±	10'±
13	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	8'±	15'±
14	FICUS BENGHALENSIS	BANYAN	60.0"±	50'±	40'±
15	POUTERIA SAPOTA	SAPOTE	13.2"±	20'±	20'±
16	QUERCUS VIRGINIANA	OAK	31.2"±	50'±	40'±
17	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	6.0"±	8'±	18'±
18	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (2)	4.0"±	10'±	20'±
19	QUERCUS VIRGINIANA	OAK	14.4"±	25'±	25'±
20	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A
21	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A
22	QUERCUS VIRGINIANA	OAK	13.2"±	20'±	25'±
23	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	10'±	18'±
24	QUERCUS VIRGINIANA	OAK	24.0"±	30'±	25'±
25	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	10'±	18'±
26	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A
27	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A
28	FICUS BENGHALENSIS	BANYAN	48.0"±	60'±	40'±
29	FICUS BENGHALENSIS	BANYAN	19.2"±	20'±	20'±
30	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	7'±	18'±
31	FICUS BENGHALENSIS	BANYAN	36.0"±	40'±	30'±
32	PRUNUS DULCIS	ALMOND TREE	24.0"±	50'±	30'±
33	WASHINGTONIA ROBUSTA	MEXICAN PALM	12.0"±	12'±	20'±
34	WASHINGTONIA ROBUSTA	MEXICAN PALM	12.0"±	12'±	15'±
35	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	15'±	25'±
36	QUERCUS VIRGINIANA	OAK	24.0"±	45'±	30'±
37	MANGIFERA INDICA	MANGO	14.4"±	30'±	25'±
38	QUERCUS VIRGINIANA	OAK	30.0"±	50'±	35'±
39	UNKNOWN	UNKNOWN	36.0"±	25'±	25'±
40	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	7.2"±	15'±	25'±
41	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	10'±	20'±
42	PRUNUS DULCIS	ALMOND TREE	24.0"±	25'±	25'±
43	FICUS BENJAMINA	FICUS	48.0"±	60'±	50'±

TREE DISPOSITION NOTES

- EXISTING TREES DESIGNATED TO REMAIN SHALL BE PROTECTED DURING ALL CONSTRUCTION PHASES. ANY TREES OR SHRUBS DESIGNATED TO REMAIN WHICH ARE SCARED OR DESTROYED WILL BE REPLACED AT THE CONTRACTORS EXPENSE, WITH SIMILAR SPECIES, SIZE AND QUALITY.
- REFER TO AND COORDINATE WITH TREE DISPOSITION PLAN.
- OBTAIN ALL REQUIRED TREE REMOVAL PERMITS PRIOR TO COMMENCEMENT OF WORK.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL EXISTING TREES PRIOR TO COMMENCEMENT OF WORK.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL ADJACENT PORTIONS OF THE SITE AND BUILDING NOT PART OF DISPOSITION SCOPE OF WORK.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO PROPERLY SECURE ALL PORTIONS OF THE SITE DURING ALL DEMOLITION PHASES.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN PERMIT REQUIRED FOR TEMPORARY FENCING.
- LANDSCAPE CONTRACTOR TO PROVIDE TEMPORARY IRRIGATION AS NEEDED, REFER TO LANDSCAPE PLANS FOR FURTHER INFORMATION.
- PURSUANT TO CITY OF MIAMI SPRINGS

LANDSCAPE PLAN | GRAPHIC LEGEND

EXISTING TREE TO REMAIN	NEW TREE	EXISTING TREE TO BE REMOVED
EXISTING PALM TO REMAIN	EXISTING PALM TO BE REMOVED	HEDGE
CONCRETE WALKWAY	ASPHALT	SOD

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Revisions

3/9/21

Mark Date Description

Title
LANDSCAPE SITE PLAN

1" = 10'

Permit Set

2201
 400 PARK LOFTS
 Drawing Issued on 6/21/22



LANDSCAPE SITE PLAN

Client
400 PARK LOFTS
400 Park Street
Miami Springs, FL 33166

Juan A. Calvo
210 Duval Drive
Miami Springs, FL 33166

Architect
Design Directive Studio, LLC
449 Wren Avenue
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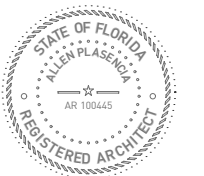
Structural Engineer
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Civil Engineer

Landscape Architect

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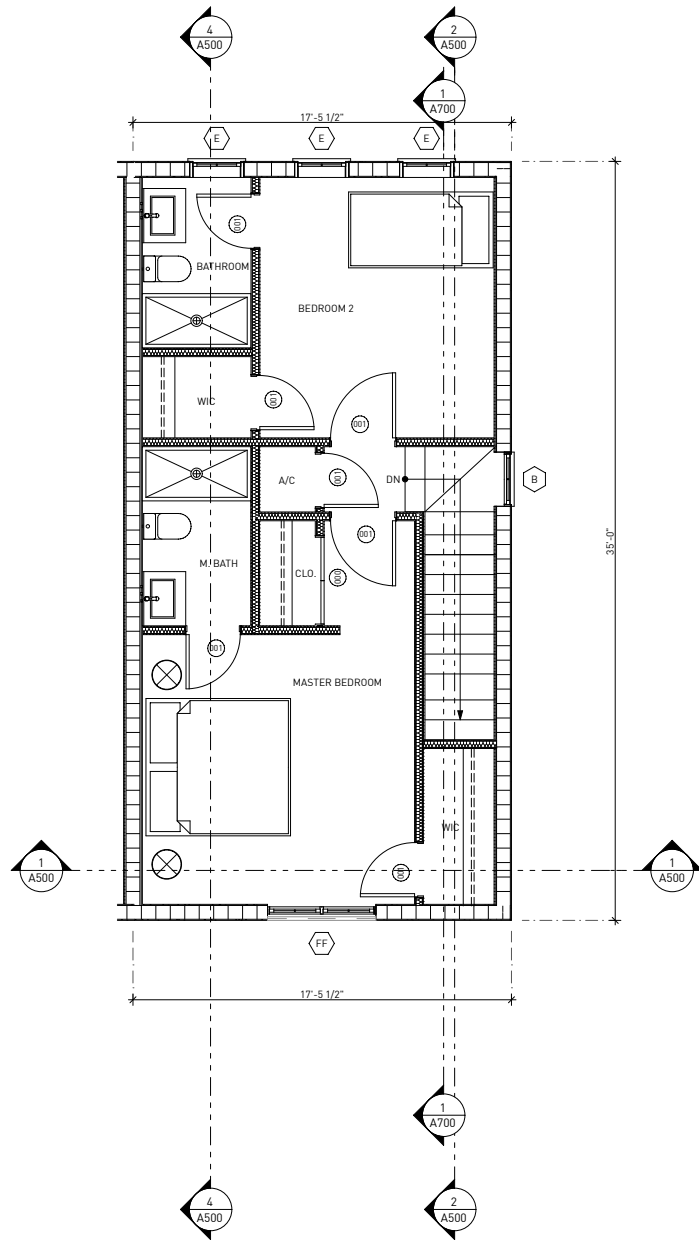
FLOOR PLANS

1/4" = 1'-0"

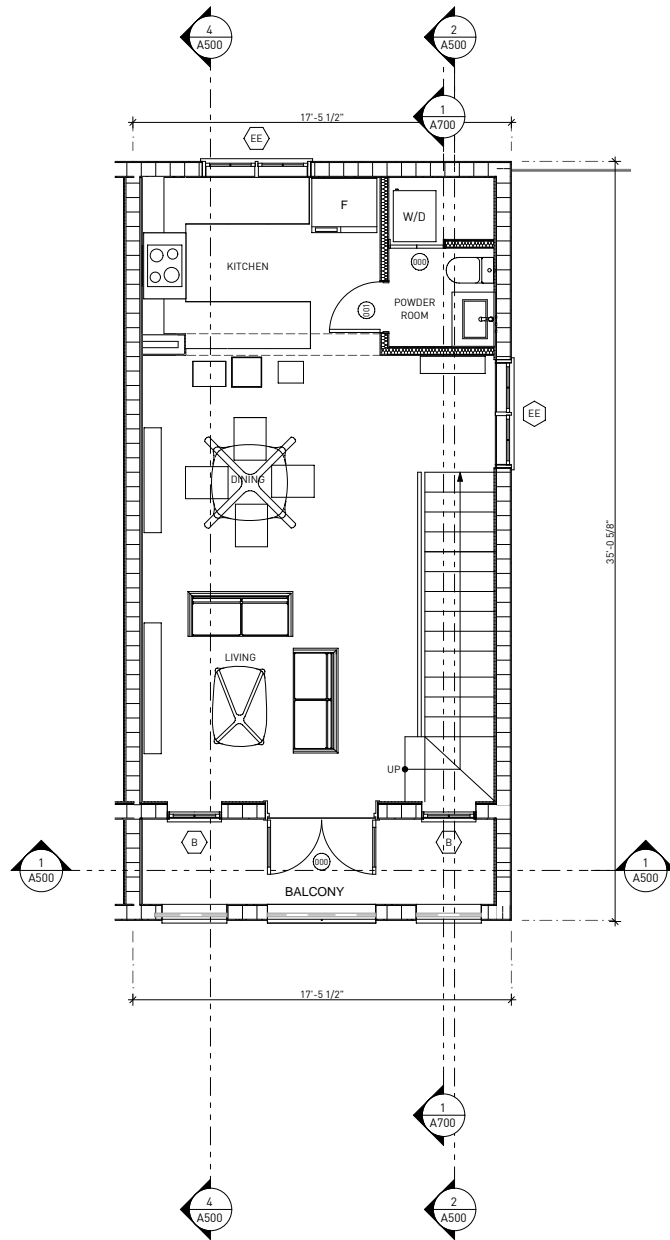
Permit Set

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Drawing Issued on 7/1/22

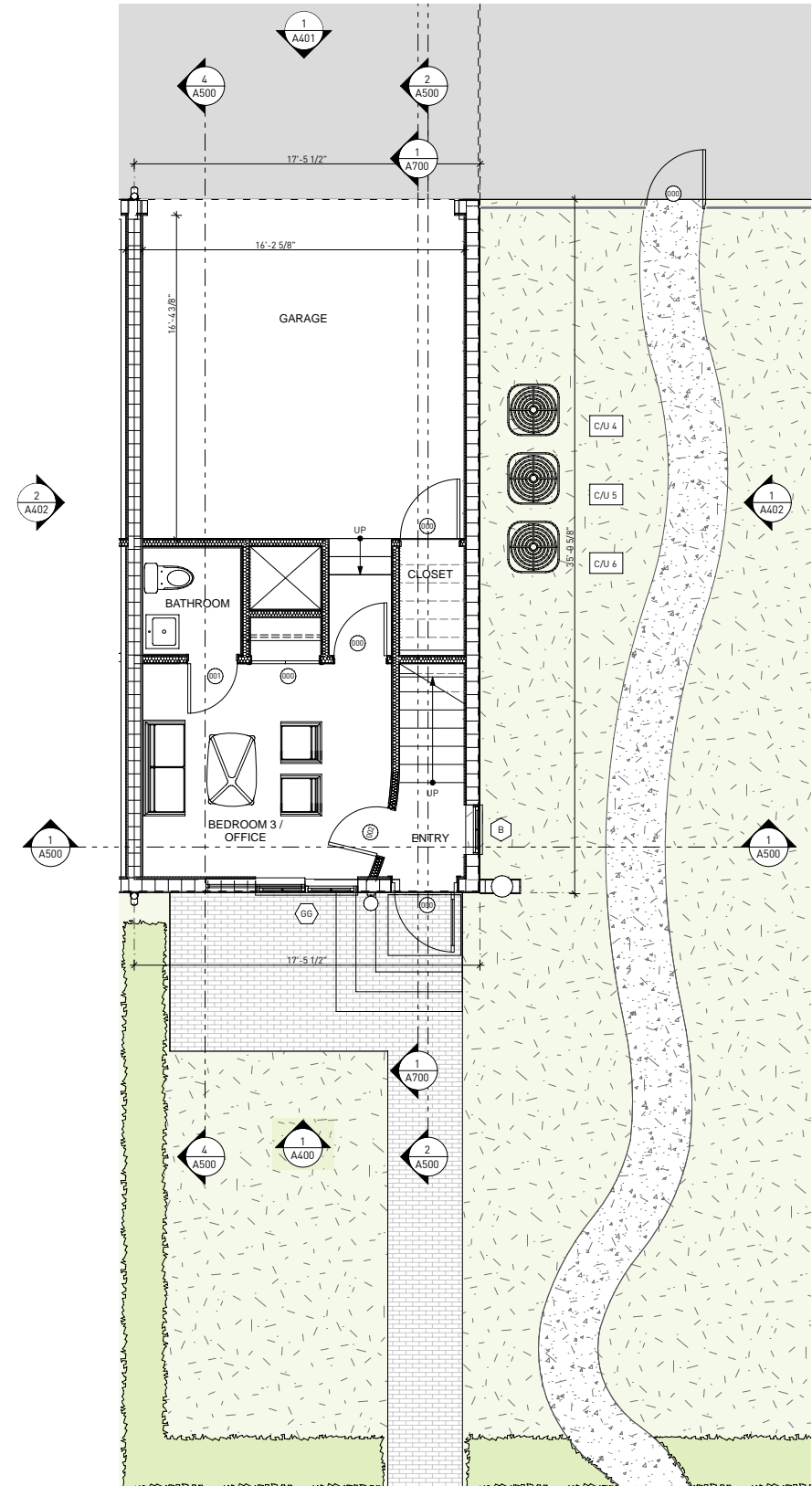


3 Third Level AREA: 611 SF
SCALE: 1/4" = 1'-0"



2 Second Level AREA: 529 SF
SCALE: 1/4" = 1'-0"

UNIT AREAS	
GROUND LEVEL	267 SF
SECOND LEVEL	529 SF
THIRD LEVEL	611 SF
TOTAL	1407 SF



1 Ground Level AREA: 267 SF
SCALE: 1/4" = 1'-0"

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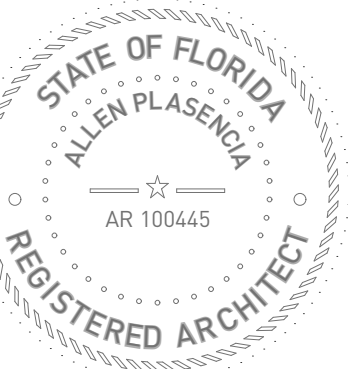
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1 North Elevation
SCALE: 1/4" = 1'-0"

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ELEVATIONS

1/4" = 1'-0"

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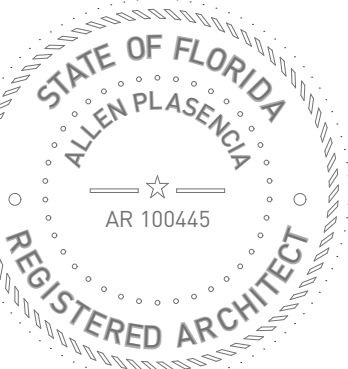
Civil Engineer

Landscape Architect



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1 South Elevation
SCALE: 1/4" = 1'-0"



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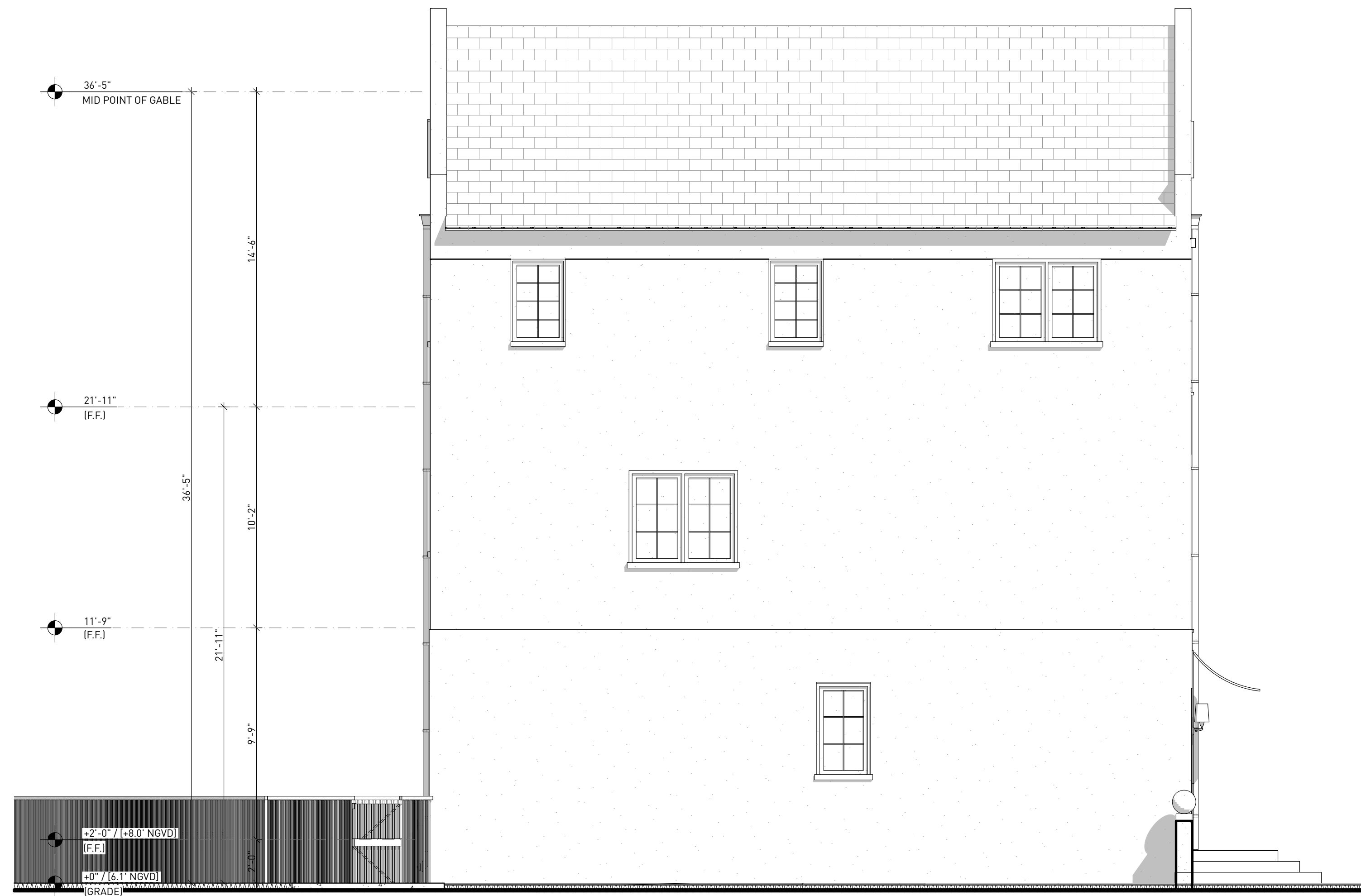
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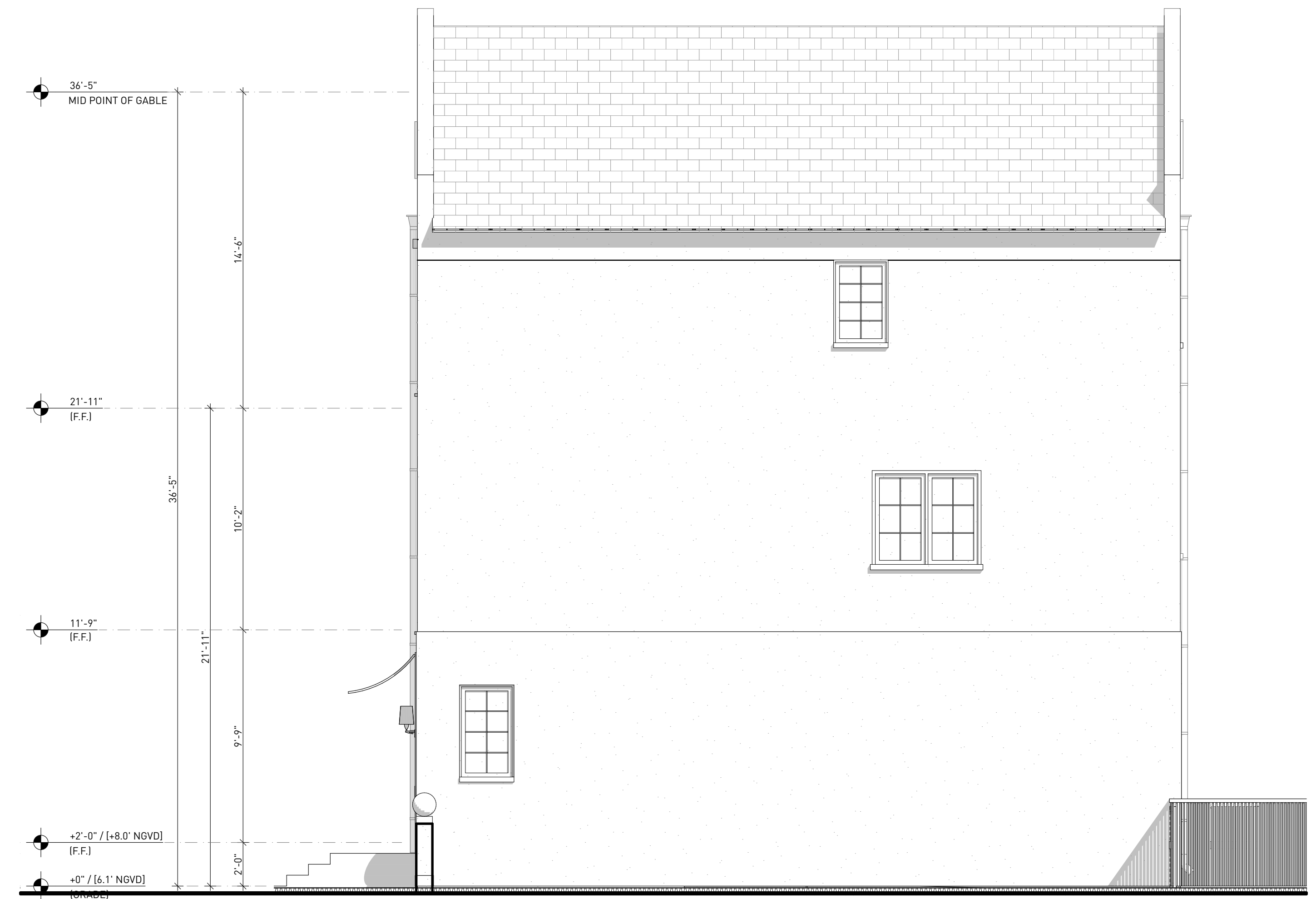
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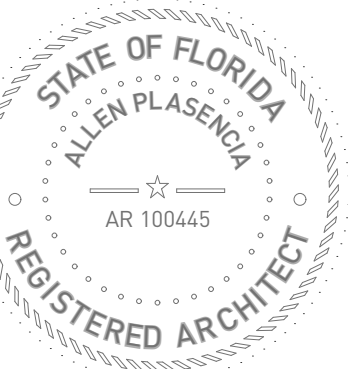


2 West Elevation
SCALE: 1/4" = 1'-0"



1 East Elevation
SCALE: 1/4" = 1'-0"

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ELEVATIONS

1/4" = 1'-0"

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View North From Glenn-Park2



View East-Glen Way



View NorthEast Property-Glen Way2



View NorthEast Property-Glen Way



View North Property-Glen Way



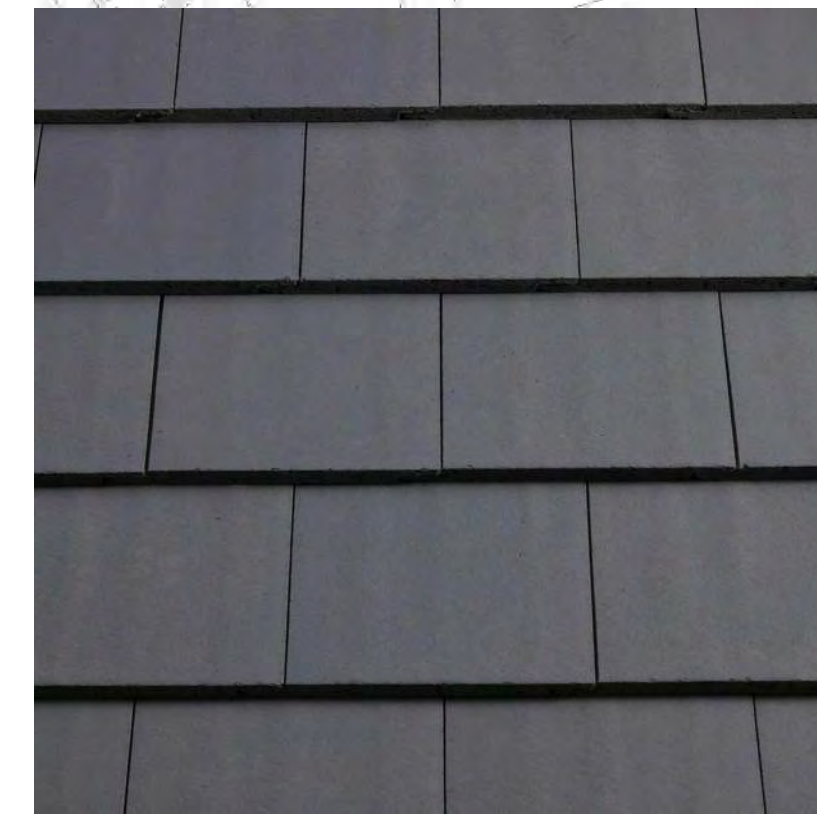
View North Property-Glen Way2



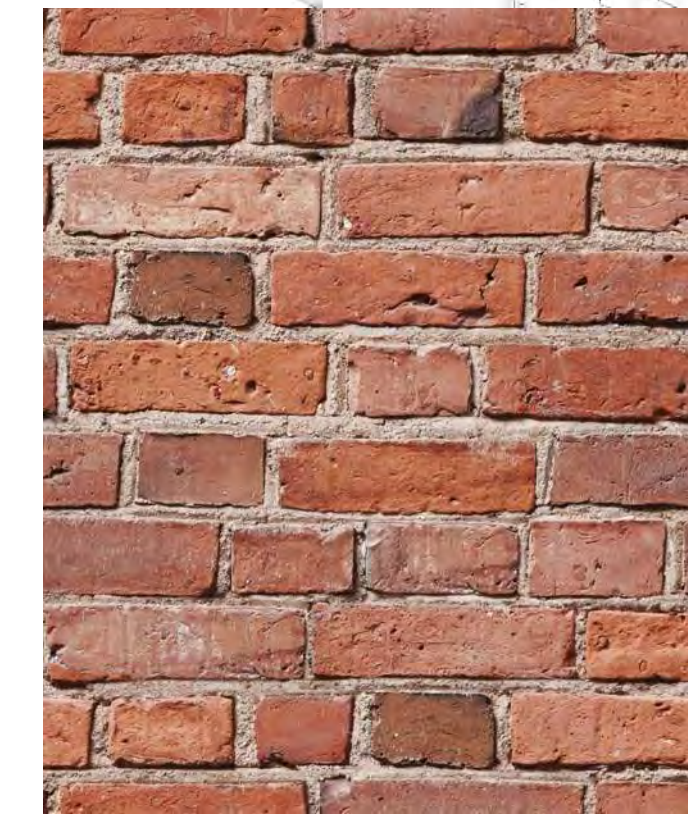
View SouthWest Property-Park Street



View South Park-Hibiscus



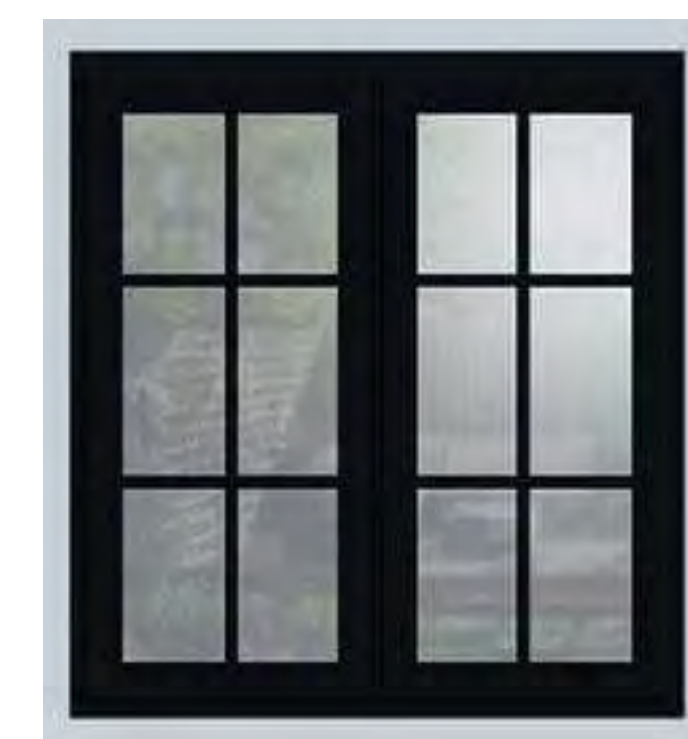
1 Concrete Roof Tile



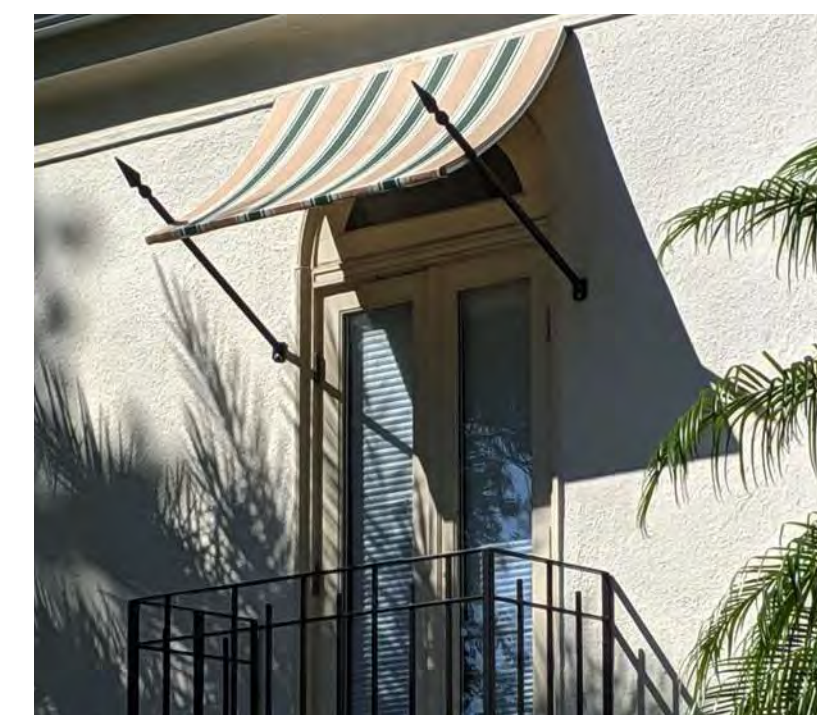
2 Red Brick



3 Aluminum Picket Railing



4 Black Frame Doors / Windows



5 Canvas Awning

Project No

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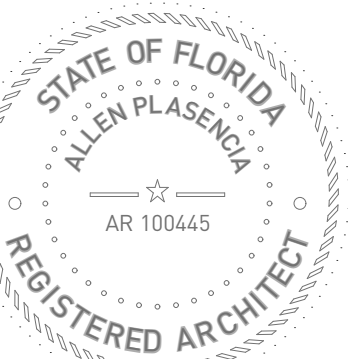
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A1100



AGENDA MEMORANDUM

Meeting Date: September 12, 2022

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

From: William Alonso, City Manager / Finance Director

Subject: 100th Birthday Celebration Committee Process

In order to have sufficient time to prepare for the city's 100th birthday celebration on August 23, 2026, Council has requested to discuss the process and steps that need to be taken in order to establish a committee to plan the events for that celebration. Staff has the following suggestions:

- 1) Establish a committee, with each Councilmember appointing the members to the "100th Birthday Celebration Planning Committee". Council needs to decide how many members will make up the committee and how many members each councilperson will appoint.
- 2) Establish a timeline for the committee to do their work and report back to Council with their recommendations. Since we are 4 years away, the committee may decide to meet two or three times a year for the first 2-3 years then as we get closer increase meetings to a monthly basis.
- 3) Establish a Scope of work for the committee:
 - a) Provide recommendation to Council to include include a list of activities and when these will occur (eg: during the entire month of August 2026 or during the entire year and culminating the weekend of August 23, 2026.
 - b) Recommendation for decorations, promotions, etc. within the city to celebrate the 100th birthday.
 - c) Estimated budget cost.
 - d) Obtain public input during their meetings (Residents, business owners, civic groups, etc)
 - e) Soliciting sponsorship opportunities from local businesses to be a part of the celebration while at the same time promoting their business.