



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, August 22, 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:** Vice Mayor Walter Fajet
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Rotary Club's "Dining Out for A Year" Raffle Drawing by Mayor Mitchell
 - B) Recognizing Mr. Carlos Gomez and organizers for placing and displaying of the American flags along Curtiss Parkway
 - C) Presentation by FPL on the Status of the City-wide Underground Wiring Project
 - D) Yard of the Month Award for August 2022 – 290 Morningside Drive – Jorge and Marta Veizaga
- 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 8, 2022 – Regular Meeting

7. Reports from Boards & Commissions:

A) Request by Historic Preservation Board for Installation of Markers for Bridges on Canal Street

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

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

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

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

10. **Old Business: None.**

11. **New Business: None.**

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, August 22, 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



CERTIFICATE OF RECOGNITION

Presented to

Jorge & Martha Veizaga

Of

290 Morningside Drive

for their home being designated as

***“YARD OF THE MONTH”
August, 2022***

Presented this 22nd day of August, 2022.

CITY OF MIAMI SPRINGS, FLORIDA

Maria Puente Mitchell
Mayor

ATTEST:

Erika Gonzalez, MMC
City Clerk



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, August 8, 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. (via Zoom)

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

City Attorney Eduardo Martos (via Zoom)

City Attorney Jose Arango (via Zoom)

Police Chief Armando Guzman

Planning Director Chris Heid

- 2. Invocation:** Offered by Councilwoman Jacky Bravo

Pledge of Allegiance: The audience participated in leading the pledge.

- 3. Agenda / Order of Business**

Mayor Mitchell took a moment to recognize Michael Gavila, resident of Miami Springs for his continued service and participation in the community. She also wished him a Happy Birthday, celebrated on August 3rd; everyone joined in and sang Happy Birthday to Mr. Gavila.

- 4. Awards & Presentations:**

A) Recognizing Miami Springs Little League Baseball Team for winning the District and Sectional Titles

Mayor Mitchell welcomed the coaches and players of the Little League Baseball Team. She recognized Little League President and Coach Fred Gonzalez, who then provided a detailed oral presentation on the team's season. He further provided a visual video of the team's accomplishments throughout the season.

Councilman Best along with the Mayor and City Council recognized each player for their contribution to the team. The following team members present were:

B) Recognizing the City Hall Lobby Artist of the Month for August 2022, Juan Andres Caruncho

Mayor Mitchell recognized Mr. Andres Caruncho, resident and artist. Mr. Caruncho, introduced himself and provided some background information on the exhibition. He thanked the City Council and City Administration for hosting the Art in City Hall program that provides artists in our community the opportunity to display their artwork while beautifying City Hall.

5. Open Forum: The following members of the public addressed the City Council:

6. Approval of Council Minutes:

- A) June 27, 2022 – Regular Meeting
- B) July 20, 2022 – Special Meeting

Councilman Best moved to approve the minutes of the June 27, 2022 Regular Meeting and July 20, 2022 Special 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: None at this time.

8. Public Hearings:

A) **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 *(This item will be deferred to August 22, 2022 Council Meeting)*

City Attorney Haydee Sera announced that the Ordinance will be heard on second reading on August 22, 2022.

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

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Computer

Electric, Inc. In An Amount Not To Exceed \$24,990.00 For The Installation Of Two Scoreboards At Prince Field; 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 The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Phase 3 Of The South Royal Poinciana Boulevard Stormwater And Roadway Improvements Project Consisting Of Bidding, Construction Management, And Related Support Services In An Amount Not To Exceed \$44,600; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Supply Services For Gasoline And Diesel Fuel For The City’s Departmental Vehicles From Pro Energy LLC In An Amount Not To Exceed \$110,000 Utilizing The Terms And Conditions Of Miami-Dade County Rtq-00676 Pursuant To Section 31- 11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Twelve L-Tron 4910lr Microphone Style Driver’s License Reader Kits With Magnetic Mounting Kits From L-Tron Corporation For The City’s Police Department In An Amount Not To Exceed \$4,495.08 Utilizing The City’s Law Enforcement Trust Funds (LETF); Providing For Authorization; And Providing For An Effective Date

E) **Recommendation** – Recommendation by Information Technology that Council authorize the City Manager to renew an agreement with Tyler Technologies for Executime employee time keeping software and expend budgeted funds in an amount not to exceed \$13,923.93, for FY21/22 and an amount not to exceed budgeted funds for future fiscal years.

F) **Recommendation** – Recommendation by Public Works that Council approves an increase to the existing open blanket purchase order #220065 to Thermal Concepts, in the amount of \$14,000.00, approved under the authority of the City Manager, William Alonso, as an emergency procurement purchase, for maintenance and repairs for various air conditioning units – City-wide

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

10. Old Business: None at this time.

11. New Business: None at this time.

12. Other Business:

A) Discussion on appointing a resident to the General Employee Pension Board Seat; Vacancy created by Ms. Elaine Pons

City Clerk Erika Gonzalez, explained that recently a vacancy was created when Ms. Elaine Pons resigned from the board. She stated that the Council is required to appoint a resident to the Board and to consider a nomination at the next meeting.

B) Request by Mayor Mitchell for discussion on parking and parking fees

Mayor Mitchell stated that the City was approved for a Parking Study grant recently. Since the inception of the Business and Economic Development Task Force have stated that there is a need to look into parking or additional parking. She also stated that Commissioner Sosa is also subsidizing a portion of the required match funding from the City and offered to make up the difference to fund the Parking Study. City Manager William Alonso stated that the City is gathering names of companies that provide Parking Study services in order to issue a procurement proposal possibly in September.

C) Update on City's Annexation Process

City Manager William Alonso stated that the Miami-Dade County Board of County Commissioners have approved the Four City Annexation Application, the City's Annexation request in July. The County Attorney and the City Attorneys are currently working on an Interlocal Agreement for specific requirements. City Manager William Alonso stated that the Mayor and himself will have meetings with local proposed annexed area business owners in the next several weeks. Mayor Mitchell stated that it would be beneficial to have a City Workshop or Town Hall meeting to meet with residents to address any questions or concerns. The City Council conceded to hold a workshop or town hall meeting around early September, specifically once the Interlocal Agreement is received in its final form from the County.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso announced that Rep. Bryan Avila will host a food drive on September 17th and the mobile mammogram unit is scheduled for October 1st at the Community Center. 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 Vazquez stated that he is was not feeling well and dealing with bronchitis which is why he is attending via Zoom; he had no further report.

Vice Mayor Fajet stated he is looking forward to the budget workshops coming up in the next several weeks. He wished everyone a happy back to school day in the coming days.

Councilwoman Bravo said thank you to the City for recognizing Mikey Gavila, and the Little League Baseball League. She also wished everyone a happy back to school as well.

Councilman Best was saddened to read about the suicide at the City park and encouraged anyone to reach out to the suicide outreach phone line. He thanked the City Manager on the issue of the cell phone tower flag. He stated that he will be attending the Florida League of Cities conference next week. He also said that he spoke to former City Manager Ron Gorland recently. Councilman Best requested an update on the FPL underground utility project.

Mayor Mitchell thanked Assistant City Manager Tammy Romero for being available and on top of City issues while the City Manager was on vacation. She reminded everyone that we are in peak hurricane season now, she emphasized to check on neighbors, the elderly as well. There are City resources that are available to those who need information or extra assistance during the hurricane season. She announced that the Miami Springs/Hialeah Rotary Club are raffling off tickets for "Dining Out for A Year." Mayor Mitchell encouraged the Council to review the budget and if there are any wish list items to let the City Manager know for Council consideration. She also emphasized the importance of learning how to swim, and encouraged the public to reach out to the aquatics center for children's classes. Mayor Mitchell expressed her condolences for the Maria Carneri family, a longtime resident of Miami Springs, she was beloved, and is a great loss to our community.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:56 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 22nd day of August, 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**

201 Westward Drive
Miami Springs, FL 33166-5259
Phone: 305.805.5006
Fax: 305.805.5028

TO: Honorable Mayor Mitchell and Members of the City Council
FROM: Historic Preservation Board
VIA: Sandra Duarte, Board Secretary
DATE: May 24th, 2022
SUBJECT: **Historic Preservation Recommendation for a Preservation Marker**

At the meeting of May 18, 2022, the Historic Preservation Board recommended the following to Council:

Agenda item 3-A: Historic Preservation Marker application

By consensus, the Board recommend for the City Manager and Council to review the paperwork and information gathered for the installation of two Preservation Markers for the entry and exit bridges on Canal street.





Attachments Needed for an Application

Applicants must submit, by mail, the following:

- A **signature page** signed by the owner of the property where the marker will be placed. (You will be able to print the signature page after your application form is submitted)
- A completed **Florida Master Site File form** (with number if available)
Visit [Master Site File Documents and Forms](#) to get a site file form and instructions for completing it.
- A **CD** containing the following:
- Up to three **maps** (in .pdf format) that illustrate:
 - the general area where the resource is located
 - the specific boundaries of the resource
 - the proposed location of the marker
- Copies of hard to find **sources referenced in the bibliography** (in .pdf format). You only need to scan and include sources that would be difficult to find.
- A **photograph of the proposed marker location** (in .png, .tif, or .jpg format). Do not send drawings or other artistic representations. Indicate the exact location where you desire the marker to be placed with a marker stand-in. Examples include:
 - A person
 - A mock-up of the marker
 - A digitally added marker or other indicator
- A **photograph showing the resource to be marked as it currently exists** (in .png, .tif, or .jpg format). Do not send drawings or other artistic representations.
- **OPTIONAL: A historical photograph of the resource** (in .png, .tif, or .jpg format)

Florida Historical Marker Application

DRAFT 5/16/22

All questions are required unless indicated.

Name and Location

What is the Historic Name of the Resource?

Parker Vertical Lift Bridge

Address

If an exact address is not possible, please describe the location of the resource.

Spans the Mari River Canal between Hook Square and Okeechobee Road

City

Zip Code

Details

What type of resource will you be marking?

- Building (e.g., commercial, educational, religious, residential)
- District (e.g., military, industrial, architectural)
- Site (e.g., archaeological, historic, cemetery, battlefield)
- Structure (e.g., bridge, railroad)
- Object (e.g., monument, statue, work of art)
- Other

If other, please explain:

Is the resource listed in the National Register of Historic Places?

- Yes
- No
- I haven't answered this question yet

Description and Significance

Please describe the resource

Include a description of the resource's physical condition and any relevant historical information.

The Miami River Canal Parker Vertical Lift Bridge is 132 feet long and 32 feet wide. Located crossing the Miami River Canal is the Hialeah-Miami Springs vertical lift bridge. Erected in 1927 to provide much needed access to the growing cities of Hialeah and Miami Springs. Originally located on the Miami River Canal at NW 36th Street, it was moved to its current location in 1954. In 1983, the bridge's 125,000-pound counterweights, which helped hoist the truss span, were removed. It is maintained in excellent structural condition and in its original appearance.

Provide a statement explaining the significance of the resource

Explain why the resource is significant to your community, the State of Florida, or the United States.

Make sure to include information on use and association with important historical events or people.

This popular type of movable bridge is characterized by its truss span that is moved upwards by a system of cable and pulleys, called sheaves, and large counterweights. This unusual structure is the only bridge in the State of Florida with a Parker truss design, which features a polygonal top chord that changed pitches at every panel point. The historic Hialeah-Miami Springs Vertical Lift Bridge is also one of four vertical lift bridges existing in Florida. It is the oldest of Florida's last four surviving lift bridges in Florida.

Part 2: Marker Information

Marker Details & Location

Will this be a new or replacement marker?

- New Marker
- Replacement
- I haven't answered this question yet

Will this be a single or double-sided marker?

- Single-sided marker (identical text on both sides)
- Double-sided marker (text that wraps or continues from side one to side two)

- I haven't answered this question yet

Will the marker be located at the resource?

- Yes
- No
- I haven't answered this question yet

If no, please explain:

In which county will the marker be located?

What are the **geographic coordinates** of the proposed marker location?

Please use decimal fractions. (Example: 30.438659 or -84.284451). See [How to Determine Marker Coordinates](#) for instructions.

Longitude

Latitude

What days and times will the marker accessible to the public?

Marker Text

What is your proposed Marker Title

The title will appear at the top of the marker and does not count towards the marker text limit.

Please provide your proposed **Marker Text**

The marker text may not exceed 1,235 characters per side. This character limit includes punctuation and spaces. See [Tips for Writing Marker Text](#) for additional instruction.

Side One

Originally located on the Miami River Canal at NW 36th Street, The Parker Vertical Truss Bridge was constructed in 1927 by the Champion Bridge Company of Wilmington, Ohio. It is 74.5 feet high and 158.2 feet long, spanning a distance of 132 feet. It was floated upriver on a barge and relocated to this location in 1954 to carry an increasing volume of outgoing traffic across the Miami (C-6) River Canal. Two towers on each bank support a vertical rail structure that allowed the whole bridge to be raised vertically to allow the passage of large river-going craft. Massive steel and concrete counterweights were used to balance the weight for efficient raising and lowering of the bridge by a system of wheels and pulleys. Each original counterweight weighed about 125,000 pounds. They were removed in 1983 because there was no longer any need to raise the bridge to allow large boat traffic to pass. It is the oldest of Florida's last four surviving lift bridges. It is believed that the counterweights were buried intact in a berm on the Hialeah side.

The bridge retains its original integrity of design, materials and workmanship, and is well-maintained except for two modifications: besides the removal of the counterweights and drive machinery, the wooden deck surface was covered with asphalt in 1981.

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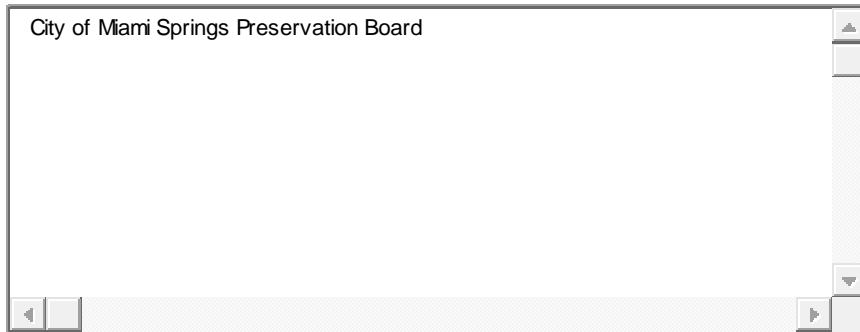
Side Two (double-sided markers only)

NA

Characters left: 1235

What organization(s) and/or individual(s) are sponsoring the marker?

The marker sponsors will appear at the bottom of the marker and do not count towards the marker text limit.



Part 3: Contact Information

Resource Owner

If the resource is owned by an organization, provide the name and information of a contact person in that organization.

What is the name of the resource owner or organization contact?

First name

Last name

Organization name (if owned by an organization)

What is the address of the resource owner?

Address

City

State

Zip Code

Phone number of owner

Email address of owner

alonsow@miamisprings-fl.gov

Will the resource owner also be responsible for installation and maintenance of the marker?

- Yes
- No
- I haven't answered this question yet

Is the resource owner also the person that prepared this application?

- Yes
- No
- I haven't answered this question yet

Marker Caretaker

Please provide the contact information for the person responsible for installing and maintaining the marker if different from the resource owner. If this will be an organization, provide the name and information of a contact person in that organization.

What is the name of the of the marker caretaker?

First name

William

Last name

Alonso

Organization name (If an organization will be the marker caretaker)

City Manager, City of Miami Springs, Florida

What is the address of the marker caretaker?

Street Address

201 Westward Drive

City

Miami Springs

State

Florida

Zip Code

33166

Phone number of caretaker

Email address of caretaker

Person That Prepared the Application

Please provide the contact information for the person that prepared the content of this application (if different from resource owner).

What is the name of the person that prepared the application?

First name

Last name

What is the address of the person that prepared the application?

Street Address

City

State

Zip Code

Phone number of preparer

Email address of preparer

Florida Historical Marker Application

DRAFT 5/16/22

All questions are required unless indicated.

Name and Location

What is the Historic Name of the Resource?

Warren Pony Swing Bridge

Address

If an exact address is not possible, please describe the location of the resource.

Spans the Mami River Canal between Curtiss Parkway and 1st Street/Hialeah Drive

City

Zip Code

Details

What type of resource will you be marking?

- Building (e.g., commercial, educational, religious, residential)
- District (e.g., military, industrial, architectural)
- Site (e.g., archaeological, historic, cemetery, battlefield)
- Structure (e.g., bridge, railroad)
- Object (e.g., monument, statue, work of art)
- Other

If other, please explain:

Is the resource listed in the National Register of Historic Places?

- Yes
- No
- I haven't answered this question yet

Description and Significance

Please describe the resource

Include a description of the resource's physical condition and any relevant historical information.

The Miami River Canal Warren Pony Swing Span Bridge is 105 feet long and 25 feet one inch wide. Although it is now paved over, it is otherwise maintained in excellent structural condition and in its original appearance. This movable structure is a rare swing type bridge because the concrete pivot pier that allowed the bridge to "swing" is located near the northern canal bank rather than in the middle of the canal. This unique design, which provided wider clearance for boat traffic, is referred to as "bobtailed." The historic Miami River Canal Warren Pony Swing Span Bridge is a unique structure, as it is one of the last remaining bobtailed bridges in the State of Florida. This bridge has been designated

Provide a statement explaining the significance of the resource

Explain why the resource is significant to your community, the State of Florida, or the United States.

Make sure to include information on use and association with important historical events or people.

When Glenn Curtiss and James Bright established the planned community of Country Club Estates as a division of Hialeah, the Miami River Canal separated the two communities. This bridge was designed by the Pompano and Dania Bridge Company from Broward County, and fabricated and installed by the Champion Bridge Company of Ohio in 1924. It has a unique bobtail (off center) swing design that allows for the passage of larger vessels, the only one of its kind in the State of Florida. An outstanding example of the "pony" style (meaning that the roadway is lower than the through truss and has no overhead framework), it features a distinctive triangular Warren truss configuration that places both compressive and tensile stresses into the diagonal members,

Part 2: Marker Information

Marker Details & Location

Will this be a new or replacement marker?

- New Marker
- Replacement
- I haven't answered this question yet

Will this be a single or double-sided marker?

- Single-sided marker (identical text on both sides)
- Double-sided marker (text that wraps or continues from side one to side two)

- I haven't answered this question yet

Will the marker be located at the resource?

- Yes
- No
- I haven't answered this question yet

If no, please explain:

In which county will the marker be located?

What are the **geographic coordinates** of the proposed marker location?

Please use decimal fractions. (Example: 30.438659 or -84.284451). See [How to Determine Marker Coordinates](#) for instructions.

Longitude

Latitude

What days and times will the marker accessible to the public?

Marker Text

What is your proposed Marker Title?

The title will appear at the top of the marker and does not count towards the marker text limit.

Please provide your proposed **Marker Text**

The marker text may not exceed 1,235 characters per side. This character limit includes punctuation and spaces. See [Tips for Writing Marker Text](#) for additional instruction.

Side One

When Glenn Curtiss and James Bright established the planned community of Country Club Estates as a division of Hialeah, the Miami River Canal separated the two communities. Completed in 1912 as one of the five major canals to drain the Everglades, this waterway also connected Lake Okeechobee with the Miami River, providing an important transportation route for commercial and pleasure craft, and playing a prominent historic and recreational role for the residents of the "River Cities." Seminole Indians used this waterway as a main thoroughfare to trade at local shops and at the bank. Two existing boat basins for recreational craft were hand-dug in the canal bank, and saw heavy usage by residents, with the northernmost one mostly utilized by small outboard skiffs, row boats and canoes, and the southernmost (near the Parker Truss Vertical Lift Bridge) used for larger pleasure craft. To replace a "three pontoon barge bridge", the sum of \$23,500 for the Warren Pony Swing Bridge was donated in 1923 to Dade County by city founder Glenn Curtiss in response to the heavy volume of both river and auto traffic. A bridge tender lived in a small house on the Hialeah side, and used a long metal pipe at the pivot pier to manually turn the bridge, usually with the help of some neighborhood children. With the installation of the South Florida Water Management District's S - 6 Saltwater Control Dam just downstream of 36th Street, commercial navigation of this area came to an end, and a 1941 restoration of the bridge removed the swing mechanism so that it remains fixed in a closed position. This bridge was designed by the Pompano and Dania Bridge Company from Broward County, and fabricated and installed by the Champion Bridge Company of Ohio in 1924. It has a unique bobtail (off center) swing design that allows for the passage of larger vessels, the only one of its kind in the State of Florida. An outstanding example of the

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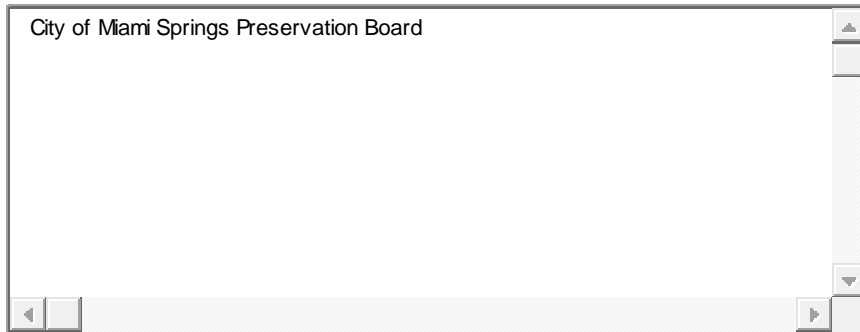
Side Two (double-sided markers only)

N/A

Characters left: 1235

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Last name

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City Manager, City of Miami Springs, Florida

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Florida

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Please provide the contact information for the person that prepared the content of this application (if different from resource owner).

What is the name of the of the person that prepared the application?

First name

Last name

What is the address of the person that prepared the application?

Street Address

City

State

Zip Code

Phone number of preparer

Email address of preparer

date: June 4th, 2022

to: City of Miami Springs

from: The Corradino Group

subject : Evaluation and Appraisal Report Update

MEMORANDUM

The City of Miami Springs' Comprehensive Plan was first adopted in 2012, with several amendments since 2012. Per the Evaluation and Appraisal Report Notification Schedule, the City of Miami Springs, by August 1, 2016, was required to determine the City's needs to amend the Comprehensive Plan to reflect changes in State growth management requirements since the last time the Comprehensive Plan was fully updated. A review of the 2017 EAR notification letter, from the previous required review cycle, stated that it was determined at that time changes were needed.

The Corradino Group performed a review of previous amendments and consolidation in preparation for the 2021 Evaluation and Appraisal Report (EAR) and the EAR based amendments for the City of Miami Springs. Based on the evaluation, it was previously determined that changes are needed to comply with State requirements and legislative changes. Corradino prepared these legislative changes in a matrix format that include references to the appropriate elements that were reviewed for each of the State Statutes from 2012 to 2021. Corradino also prepared a list of Action Items that require an update based on the City's 2012 Comprehensive Plan.

The City of Miami Springs is not in compliance with the 10-year Water Supply Facilities Work Plan Update consistent with Florida Statutes, Chapter 163, Part II, F.S., which requires local governments to prepare and adopt Water Supply Work Plans into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update; the South Florida Water Management District last updated their plan in November 2018. Corradino coordinated with the City, Miami-Dade County WASD, Florida Department of Economic Opportunity and the

South Florida Water Management District in order write and secure the necessary approvals for the City of Miami Spring's state-mandated Water Supply Plan Update. A draft copy of the document was sent to the SFWMD in early March (3/1). Courtesy review comments of the draft were received by the end of March (3/24). The comments received were minimal and TCG has made the requested changes.

In summary, the Corradino Group completed the following tasks on behalf of the City of Miami Springs:

- Prepared an evaluation and appraisal report with proposed amendments
- Update to the City's Waters Supply Plan

Included in this update package are the following documents:

- Draft Amendments and Action Items Summary Sheet
- Draft Property Rights Element
- Draft Water Supply Plan
- EAR Legislative Chart

Draft Amendments
Summary Sheet
(including Existing Action
Items)

REQUIRED ACTION ITEMS

- Section 163.3177(6)(h)3.a and b [New]Modifies requirements for the intergovernmental coordination element to include portions of repealed Rule 9J-5.015, Florida Administrative Code, including coordinating and addressing impacts on adjacent municipalities and coordinating the establishment of level of service standards.

ACTION ITEM: Intergovernmental Coordination Element; missing language regarding coordination of LOS standards w/adjacent jurisdictions.

PROPOSED LANGUAGE: Policy 1.3.1: Miami Springs shall monitor changes to the adopted level-of-service standards of adjacent municipalities and jurisdictions, including City of Hialeah, Village of Virginia Gardens, and Miami-Dade County, and adjust its own level-of-service standards accordingly.

- Section 163.3177(6)(h)1.c.: Requires the intergovernmental coordination element to include a mandatory (rather than voluntary) dispute resolution process and requires use of the process prescribed in section 186.509, Florida Statutes, for this purpose. Chapter 2009-96, section 3, Laws of Florida.

ACTION ITEM: Missing mandatory dispute resolution process in Intergovernmental Coordination Element

PROPOSED LANGUAGE: Intergovernmental Coordination Element

Policy 1.1.12: Dispute Resolution Process, The City of Miami Springs shall utilize the South Florida Regional Planning Council's dispute resolution process to resolve disputes or conflicts, on planning, growth management, related issues between other local governments. When the City's efforts fail to resolve a dispute with any local government, the City shall notify the Regional Planning Council in writing about the dispute, requesting the Council's mediation. The City shall also notify the local government that the City has requested mediation assistance from the South Florida Regional Planning Council.

- Please see separate attachment for Property Rights Element.
- Water Supply Plan Based Amendments. The adoption of the new plan is a checklist item for the EAR on review of statutes.
 - The City shall maximize the use of native plants in City landscaping projects and large redevelopment sites utilizing Florida Friendly Landscape principles to provide and improve urban habitat and connectivity for native species.
 - The City shall adopt Florida Friendly Landscape principles into the Land Development Regulations.
 - The City shall continue to evaluate alternative potable water supply sources evaluation techniques and technologies for water capture and reuse, including

rainwater harvesting, and revise its Land Development Regulations as necessary to allow for these options with local building design

- The City shall continue to promote the use of ultra-low-flow high efficiency plumbing fixtures through its Showerhead Exchange Program and requires and enforces the guidelines established by the Florida Building Code, Plumbing.

Capital Improvements:

GOAL 1 UNDERTAKE CAPITAL IMPROVEMENTS NECESSARY TO PROVIDE ADEQUATE INFRASTRUCTURE AND A HIGH QUALITY OF LIFE, WITHIN SOUND FISCAL PRACTICES.

Objective 1.2 Coordinate Land Use, Financial Resources, and Level of Service Standards

To coordinate future land use decisions with existing and planned capital facilities using the adopted level of service standards contained in this Element.

Policy 1.2.1

The following Level of Service (LOS) standards shall be maintained:

Potable Water: The City shall secure adequate potable water supply from Miami-Dade WASD to provide an average of 155-94 gallons of water per capita per day. In addition, the City shall enforce the following standards through its interlocal agreement with the Miami-Dade Water and Sewer Department:

- (a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year and an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.

Policy 1.2.3

Miami Springs hereby adopts by reference the Miami-Dade County Comprehensive Development Master Plan Amendments adopted February 4, 2015, the Miami-Dade Water and Sewer Department 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014), the 2018 Lower East Coast Water Supply Plan Update (LEC) approved by the South Florida Water Management District (SFWMD) on November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will now expire on February 9, 2035. Currently, WASD is preparing to submit a WUP modification that

will include updated water demand projections based on revised population data and is requesting an extension of the permit duration through the year 2040.

CONSERVATION ELEMENT

GOAL1 PRESERVE AND ENHANCE SIGNIFICANT NATURAL RESOURCES IN MIAMI SPRINGS.

Objective 1.2 Water Quality and Quantity

Policy 1.2.1

The City shall cooperate with the Miami-Dade County Water and Sewer Authority and other Miami-Dade County agencies to help ensure that wellfields and cones of influence are protected. Protection measures shall include restrictions on uses. No new facilities that use, handle, generate, transport or dispose of hazardous wastes shall be permitted within wellfield protection areas, and all existing facilities that use, handle, generate, transport or dispose of more than the maximum allowable quantity of hazardous wastes (as specified in Chapter 24-12-1 of the Code of Miami-Dade County, as may be amended from time to time within wellfield protection areas shall be required to take substantial measures such as secondary containment and improved operating procedures to ensure environmentally safe operations.

Policy 1.3.3

The City shall continue to evaluate alternative potable water supply sources evaluation techniques and technologies for water capture and reuse, including rainwater harvesting, and revise its Land Development Regulations as necessary to allow for these options with local building design

Policy 1.3.4

The City shall continue to promote the use of ultra-low-flow high efficiency plumbing fixtures through its Showerhead Exchange Program and requires and enforces the guidelines established by the Florida Building Code, Plumbing.

FUTURE LAND USE ELEMENT

Policy 1.1.4

The City shall enact and enforce as part of the land development code a concurrency management system. The concurrency management system shall specify that no development permit shall be issued unless the public facilities necessitated by a development (in order to meet level of service standards specified in the Transportation, Recreation and Open Space, and Infrastructure Policies) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with

the impacts of development shall be effective immediately and shall be interpreted pursuant to the following:

Policy 1.1.9 The City shall maximize the use of native plants in City landscaping projects and large redevelopment sites utilizing Florida Friendly Landscape principles to provide and improve urban habitat and connectivity for native species.

Policy 1.1.10 The City shall adopt Florida Friendly Landscape principles into the Land Development Regulations.

INFRASTRUCTURE ELEMENT

Policy 1.4.3

Drainage: All nonresidential development and redevelopment shall adequately accommodate runoff to meet all Federal, state and local requirements. Stormwater shall be treated in accordance with the state code. One inch of runoff shall be retained on site. Post-development runoff shall not exceed peak pre development runoff

Objective 1.5 Water Conservation

Policy 1.5.2

The city shall promote education programs for residential, commercial and other uses which will discourage waste and conserve potable water. The City will coordinate with the Miami-Dade Water and Sewer Department on this matter whenever possible.

Policy 1.5.3

The City shall collaborate with the Miami-Dade County Water and Sewer Department efforts to identify and reduce non-revenue water.

Policy 1.5.5

The City will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water during the dry season. The City will also comply with the water conservation requirements of the Miami-Dade County Code.

Policy 1.5.6

The City shall adopt Florida Friendly Landscape principles into the Land Development Regulations.

Policy 1.5.7

The City shall maximize the use of native plants in City landscaping projects and large redevelopment sites utilizing Florida Friendly Landscape principles to provide and improve urban habitat and connectivity for native species.

Policy 1.5.8

The City shall continue to evaluate alternative potable water supply sources evaluation techniques and technologies for water capture and reuse, including rainwater harvesting, and revise its Land Development Regulations as necessary to allow for these options with local building design

Policy 1.5.9

The City shall continue to promote the use of ultra-low-flow high efficiency plumbing fixtures through its Showerhead Exchange Program and requires and enforces the guidelines established by the Florida Building Code, Plumbing.

OPTIONAL ACTION ITEMS

- Section 163.3177(2): Deletes financial feasibility requirements.

ACTION ITEM: Future Land Use Element, delete financial feasibility requirements.

Objective 1.10: Decisions regarding the location, extent and intensity of future land use will be based upon the physical ~~and financial~~ feasibility of providing all urbanized areas with services at levels of service (LOS) which meet or exceed the minimum standards adopted in the Capital Improvements Element.

- Section 163.3180(d) [2014 cite: Section 163.3180(g)] Modifies school concurrency provisions to remove requirement for financial feasibility and to require that facilities necessary to meet adopted levels of service during a 5-year period are to be identified and consistent with the school board's educational facilities plan.

ACTION ITEM: Public Schools Facilities Element; Policy 1.2.1: remove "financially feasible" language.

Policy 1.2.1: The City shall amend its plan annually to adopt a new fifth year, updating the ~~financially feasible~~ public schools capital facilities program, coordinating the program with the 5-year school district facilities work plan, the plans of other local governments and as necessary, updates to the concurrency service area maps.

- Section 163.3177(3)(a)4: Modifies provisions for preparing the capital improvements element to require the schedule to cover a 5-year period and identify whether projects are either

funded or unfunded and given a level of priority for funding. Deletes requirements for financial feasibility. Deletes the requirement that the element include standards for the management of debt.

ACTION ITEM: Intergovernmental Coordination Element; Policy 1.1.21: Delete financially feasible requirement.

Policy 1.1.21 The City shall coordinate its planning and permitting processes with Miami-Dade County, Miami-Dade County Public Schools, and other parties of the Interlocal Agreement consistent with the procedures established within the Interlocal Agreement as follows:

1. Review and update of the annual Public Schools Work Program, containing the ~~financially feasible~~ schedule of capital improvements for school facilities needed to achieve and maintain the adopted level of service standards in all concurrency service areas (CSAs) and/or districtwide

Additional Review has found the following items in the Comprehensive Plan with target dates which have passed.

ACTION ITEM: We recommend amending them as follows:

Future Land Use Element, Policy 1.2.1: ~~By 2016,~~†The City will adopt and maintain a community redevelopment plan that will address commercial redevelopment and deteriorated and blighted areas within the community.

Recreation & Open Space Element, Policy 1.3.7: The City shall create a Recreation and Open Space Master Plan ~~by 2016~~ which will address the current and future needs of City residents, possible sites for new projects as well as coordination and integration of recreation and open space goals with the other Elements of the Comprehensive Plan. The Plan will include potential funding sources that will allow the enhancement and expansion of the City's recreation and open space system.

Public School Facilities Element, Objective 1.1 *The City shall work in conjunction with Miami-Dade County Public Schools towards the reduction of the overcrowding which currently exists in the public school system, while striving to attain an optimum level of service pursuant to Objective 1.2. ~~The City shall also coordinate with Miami Dade County Public Schools and other appropriate agencies to provide additional solutions to overerowding so that countywide enrollment in Miami Dade County's public schools will meet state requirements for class size by September 1, 2010.~~*

- **Policy 1.2.3:** It is the goal of Miami-Dade County Public Schools, Miami-Dade County, and parties of the Amended and Restated Interlocal Agreement for Public School Facilities Planning, including the City of Miami Springs, for all public school facilities to achieve 100 percent utilization of Permanent FISH (No Relocatable Classrooms) ~~by January 1, 2018~~. To help achieve the desired 100 percent utilization of Permanent FISH by 2018, Miami-Dade County Public Schools should continue to decrease the number of relocatable classrooms over time. Public school facilities that achieve 100 percent utilization of Permanent FISH capacity should, to the extent possible, no longer utilize relocatable classrooms, except as an operational solution, such as to achieve the level of service standard during replacement, remodeling, renovation or expansion of a public school facility. ~~By December 2010, Miami-Dade County in cooperation with Miami Dade County Public Schools will assess the viability of modifying the adopted LOS standard to 100 percent utilization of Permanent FISH (No Relocatable Classrooms) for all CSAs.~~

City of Miami Springs

Future Land Use Element, Policy 1.2.1: ~~By 2016,~~†The City will adopt and maintain a community redevelopment plan that will address commercial redevelopment and deteriorated and blighted areas within the community.

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Draft Property Rights Element

PROPERTY RIGHTS ELEMENT

Goal The City of Miami Springs will make planning and development decisions with respect for property rights and with respect for people’s rights to participate in decisions that affect their lives and property.

Objective 1.1 The City of Miami Springs will respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1.1 The City of Miami Springs will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.1.2 The City of Miami Springs will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.1.3 The City of Miami Springs will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property.

Policy 1.1.4 The City of Miami Springs will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

Draft Water Supply Plan

**CITY OF
MIAMI SPRINGS, FLORIDA**

**10-YEAR
WATER SUPPLY FACILITIES
WORK PLAN 2022~~2017~~
UPDATE**

ACKNOWLEDGEMENTS

City Council

Mayor Maria Puente Mitchell
Councilman Bob Best
Councilwoman Jackie Bravo
Councilman Walter Fajet
Councilwoman Victor Vasquez

City Staff

William Alonso, City Manager
Erika Gonzalez-Santamaria, City Clerk
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Prepared By:
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Miami, FL 33178

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1.0 Introduction

The purpose of the City of Miami Springs Water Supply Facilities Work Plan Update (Work Plan Update) adopted on XXXXX XX, 2022 is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City's jurisdiction. The City's first Work Plan was adopted

on August 8, 2008 while the first Update was adopted with an update adopted on August 14, 2017. This is the second update to the City's original 20-Year Water Supply Facilities Work Plan.

~~This is an update to the first Water Supply Facilities Work Plan that was adopted on August 8, 2008. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update. The 2018 Lower East Coast Water Supply Plan Update was approved by the South Florida Water Management District (SFWMD) on ~~October 10, 2013~~ November 8, 2018. Therefore, the deadline for local governments within the Lower East Coast jurisdiction to amend their comprehensive plans to adopt a Work Plan is March 13, 2015.~~

As a retail customer, City residents ~~of the~~ obtain their water directly from the Miami-Dade County Water and Sewer Department (WASD), which is responsible for ensuring that enough capacity is available for existing and future customers.

The City acknowledges the importance of water conservation and reuse and has included policies in its Comprehensive Plan to assist in implementing related strategies. The City recognizes that to maintain a water supply system and conservation program there must be effective coordination with Miami-Dade County Water and Sewer Department (WASD). The City has an excellent working relationship with WASD in ensuring compliance with all regulations and guidelines. City staff also coordinates with WASD during the development review process to ensure enough capacity is available for existing and future customers and supporting infrastructure is adequately maintained.

Starting with this Work Plan Update, the Miami-Dade County Water Supply Facilities Work Plan will have a 10-year planning horizon. The City Work Plan will reference the initiatives already identified in Miami-Dade County's ~~2010-year~~ Work Plan Update, ~~which was adopted on February 4, 2015,~~ since the City is a retail buyer. To date, Miami-Dade County's 2020 10-Year Water Supply Facilities Work Plan Update has not been adopted, therefore this Work Plan Update will rely on the most current available data that may become available found in the Draft Miami-Dade Water and Sewer Department 10-Year Water Supply Facilities Work Plan October 2020, revised April 2021. According to state guidelines, the Work Plan and the comprehensive plan amendment must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. The City's Work Plan has the same planning timeframe as Miami-Dade County's ~~2010-year~~ Work Plan.

The City's Work Plan is divided into six sections:

- Section 1 - Introduction
- Section 2 - Background Information
- Section 3 - Data and Analysis
- Section 4 - Intergovernmental Coordination
- Section 5 - Capital Improvement Elements
- Section 6 - Conclusion

1.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005 ~~and~~ 2011, 2012, 2015 and 2016 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes (F.S.) by strengthening

the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between-local land use planning and water supply planning.

1.2 Statutory Requirements

The City has considered the following statutory provisions when updating its Water Supply Facilities Work Plan Update (Work Plan Update):

1. Coordinate its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]
2. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a),F.S . Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180(2)(a),F.S.
4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated-SFWMD Regional Water Supply Plan, or the alternative project(s) proposed by the local government under [s. ~~373707(7)~~709(8)(b),F.S. [s.163.3177(6)(c),F.S.];
 - b. Identify the traditional and alternative water supply projects, and the conservation and reuse programs necessary to meet water needs identified in the SFWMD Regional Water Supply Plan within the local government's jurisdiction [s. 163.3177(6)(c), F.S.]; and
 - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s.163.3177(6)(c),F.S.].
5. Revise the Five-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the SFWMD Regional Water Supply Plan, the SFWMD Water Management Plan, as well as applicable consumptive use

permit(s). [s.163.3177(6)(d),F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use and demand for the established planning period, considering the SFWMD Regional Water Supply Plan. [s.163.3167(943),F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the SFWMD Regional Water Supply Plan [s.163.3177(6)(h)1.F.S.].
8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191(3), F.S.].
9. A local government that does not own, operate, or maintain its own water supply facilities, including, but not limited to, wells, treatment facilities, and distribution infrastructure, and is served by a public water utility with a permitted allocation of greater than 300 million gallons per day is not required to amend its comprehensive plan in response to an updated regional water supply plan or to maintain a work plan if any such local government's usage of water constitutes less than 1 percent of the public water utility's total permitted allocation. However, any such local government is required to cooperate with, and provide relevant data to, any local government or utility provider that provides and natural groundwater aquifer recharge element updated in accordance with s. 163.3191. Any local government may verify its qualifications for the exemption with the Florida Department of Economic Opportunity (DEO) [s.163.3177(6)(c)4., F.S.].

2.0 BACKGROUND INFORMATION

2.1 Overview

The City of Miami Springs was founded by Glenn H. Curtiss, in 1926, and was originally known as Country Club Estates. The area we now know as Miami Springs was originally 17,000 acres of land bought by Curtiss to create a flight school for the growing air travel from Miami. From the original 128 residences that occupied the area, the City grew with the expansion of Miami's air travel needs. Today, Miami Springs has approximately 14,000 ~~44,500~~ residents.

Historically, the development of Miami Springs has been tied to Miami International Airport, and this still serves as the largest economic engine within the City. Over time Miami Springs has developed a more diversified economy that caters to the needs of its residents and to the people living within the surrounding area.

Due to Glenn H. Curtiss' planning, Miami Springs has developed in a relatively planned and organized manner, providing its residents with green space, schools, and easily serviceable areas. While Miami Springs has experienced growth, it is important to note that it has not shown the same aggressive growth as other cities or as the County. As a substantially built out community the City will not have significant population growth during the planning period. The City's first Water Supply Facilities Work Plan was adopted in 2008, and was subsequently updated in 2017.

2.2 City Boundaries

The City is bound by N.W. 36th Street to the south, Miami River to the northeast and Ludlum Road to the west. The City also includes a 54-acre parcel of land located between the Miami River to the northeast, Le Jeune Road to the west and railroad tracks to the south and southeast. Figure 1 shows Miami Springs' location and boundaries.

2.3 Relevant Regional Issues

Regional issues that affect the City include minimizing pressure on the Everglades and Biscayne Bay ecosystems and, Biscayne and Floridan Aquifers. To that end, the Comprehensive Everglades Restoration Plan (CERP) is providing the foundation for one of the largest ecosystem restoration projects in the world. The SFWMD and the US Army Corps of Engineers have partnered in order to restore, protect and preserve the water resources of central and southern Florida, including the Everglades. Various projects under CERP help ensure the proper quantity, quality, timing, and distribution of waters to the Everglades and all of South Florida. The goal of CERP is to capture fresh water that now flows unused to the Atlantic Ocean and the Gulf of Mexico and redirect it to areas that need it most.

The SFWMD is the state agency responsible for water supply in the Lower East Coast planning area which includes the jurisdictional boundaries of Miami Springs. SFWMD plays a pivotal role in resource protection, through criteria used for Consumptive Use Permitting. As pressure increased on the Everglades ecosystem resource, the Governing Board initiated rulemaking to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of SFWMD's water use permit program. This reduced

reliance on the regional system for future water supply needs, mandates the development of alternative water supplies, and increasing conservation and reuse.

Even with an ever increasing population, withdrawals from the Aquifers will be limited, greater conservation will be required to reduce per capita use; and, reclaimed water must continue to be an important alternative water source per the 2008 Leah G. Schad Ocean Outfall Program. The City does not have any domestic wastewater facilities which discharge into the ocean. But It supports Miami-Dade Counties efforts in reducing wastewater outflows and providing for reuse.

The Lower East Coast's 2018 2013 Plan Update notes that a number of utilities have diversified their water supplies, including treatment and storage technologies, and water conservation programs. These alternatives include constructing brackish Floridan aquifer wells and reverse osmosis treatment plants, reclaimed water treatment and distribution facilities, and aquifer storage and recovery systems. Between 2007 and 2009, 41 MGD of potable water supply capacity was added. From 2010 to 2013, nine utilities built public water supply (PWS) projects with a capacity of 49 MGD. Approximately 14 percent of the current PWS allocation is now from an alternative water source, primarily brackish groundwater.

Intergovernmental Coordination Policy 1.1.4 provides coordination with MDWASD, RER (DERM) and the SFWMD. Intergovernmental Coordination Objective 1.4 and its implementing Policies supports climate change and sea level rise initiatives.

From FY2013 to FY2018, the SFWMD provided more than \$3 million in alternative water supply funding for 11 projects in the LEC Planning Area. Funded projects created 9.25 million gallons per day (mgd) of new reclaimed water capacity and 4.19 mgd of additional reclaimed water distribution or storage in the LEC Planning Area.

The 2018 Lower East Coast Water Supply Plan Update water supply major issues are as follows: 1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed. 2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria. 3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee. 4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law. 5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.

Policies are also in place to assist in the protection of surface and ground waters and, requirements that private development and public infrastructure projects maintain required surface water quality standards.

Through Conservation Objectives 1.2, 1.3 and Infrastructure Objectives 1.1, 1.3, 1.5 and its implementing policies, the City supports the protection and conservation of surface and groundwater. It also and maintains required surface water quality standards. Additionally, Intergovernmental Coordination, through its implementing Polices under Objectives 1.1 requires coordination with MDWASD and SFWMD.

As further outlined in Section 3.7 of this Plan the City of Miami Springs supports and assists Miami-Dade County and SFWMD in implementing programs and incentive for water conservation.

3.0 DATA AND ANALYSIS

The intent of the Data and Analysis section of the Work Plan is to describe the information that local governments need to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those that would change the Future Land Use Map (FLUM) to increase density and/or intensity. Additionally, population projections should be reviewed for consistency between the County and the SFWMD’s Water Supply Plan Update.

3.1 Population Information

According to the ~~2010~~ 2020 Census, the City ~~had~~ has a population of ~~13,859~~ 13,809 residents. The July 2015-2010 estimate count was 14,490. This is a ~~4.9~~ 0.8% percent increase in population within that timeframe.

The City’s existing and future population (Years 2015-2035) figures were derived from the MDWASD Retail Customers estimate. Below is a comparison in tabular format. For the purpose of water supply planning the LEC projections will be utilized. ~~As shown in Table 1, the LEC Update states that the MDWASD Service Area has a population of 2,239,773.~~

The total ~~2010-2020~~ population of Miami-Dade County, in which the City’s population is included, was ~~2,861,401~~ 2,496,435 (Table A-7.B-1 ~~PWS and DSS Service area~~ population projections for the LEC Planning Area, ~~2013-2018~~ LEC Water Supply Plan Update).

Of that total the Miami-Dade WASD serviced ~~2,141,885~~ 2,487,983 residents.

Table 1. City vs. Miami-Dade County Population Comparison

	2015	2020	2025	2030	2035	2040
City of Miami Springs	14,490	14,473 <u>15,069</u>	14,672 <u>15,447</u>	14,871 <u>15,825</u>	15,070 <u>16,203</u>	<u>16,581</u>
MDWASD Service Area	2,266,092	2,370,769 <u>2,487,983</u>	2,475,446 <u>2,647,294</u>	2,580,123 <u>2,792,869</u>	2,642,929 (2033) <u>2,93,543</u>	<u>3,043,340</u>
Miami-Dade County Total Pop.	2,631,629	2,766,823 <u>2,861,401</u>	2,902,018 <u>3,048,599</u>	3,037,212 <u>3,222,001</u>	3,118,328 (2033) <u>3,374,199</u>	<u>3,515,800</u>

Source: Draft Miami-Dade WASD 10-Year Water Supply Facilities Plan October 2020 and 2018 LEC Water Supply Plan Update.

3.2 Miami Springs' Water Service Area

In September 2008, Miami Springs became a retail water customer of Miami-Dade WASD. Previously the City had been a wholesale customer. Figure 2 depicts current and future water service areas of the City. MDWASD is the only service provided to customers within the City’s municipal boundaries. The City

is currently undergoing applications for annexation of unincorporated Miami-Dade County areas; however, this is still pending final decisions. The proposed annexation area will continue to be served by MDWASD.

3.3 Potable Water Level of Service Standard

Policy ~~4-5-2~~ 1.2.1 of the ~~Infrastructure~~ Capital Improvements Element of the City’s Comprehensive plan contains the City’s Level of Service (LOS) standard for potable water.

The City shall secure adequate potable water supply from the Miami-Dade Water and Sewer Department in order to provide an average of ~~96~~ 94 gallons of potable water per capita per day. In addition, the City shall enforce the following standards through its interlocal agreement with the Miami-Dade Water and Sewer Department:

- (a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.
- (b) Water shall be delivered to users at a pressure of no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flows based on the land use served shall be maintained as follows:

Land Use Min.	Fire Flow (gpm)
Single Family Residential Estate	500
Single Family and Duplex; (Residential on minimum lots of 7,500 sf)	750
Multi-Family Residential; Semiprofessional Offices	1,500
Hospitals; Schools	2,000
Business and Industry	3,000

- (c) Water quality shall meet all federal, state, and county primary standards for potable water.
- (d) Countywide storage capacity for finished water shall equal no less than 15 percent of the Countywide average daily demand.

The City will continue to encourage the reduction of annual average per person demand pursuant to policies in the comprehensive plan as coordinated by MDWASD and the SFWMD. As evidenced by MDWASD data, as shown in Subsection 3.4 Table 2, the City has been successful in terms of water conservation as compared to other areas of Miami-Dade County (~~96~~ 93.79 gpcd (Miami Springs) vs. 137.2 gpcd (WASD)). In the future, the City will participate with Miami-Dade County in the utilization of reclaimed/reused water when available.

3.4 Population and Potable Water Demand Projections for Miami Springs

The SFWMD ~~2013~~ 2018 *Lower East Coast Water Supply Plan Update* (LEC) details the projected potable water demand for MDWASD, which includes the City of Miami Springs. Since MDWASD provides water to a number of Miami-Dade County municipalities and most of the unincorporated area, the analysis of the City’s water needs is determined by the City’s percentage of the overall population of the MDWASD service area population (Table 2).

Table 2.
MDWASD – Miami Springs
Current and Projected Water Supply
(MDWASD) Water Use Permit No. 13-00017-W)

	ACTUAL		PROJECTED		
	<u>2015</u> <u>2020</u>	<u>2020</u> <u>2025</u>	<u>2025</u> <u>2030</u>	<u>2030</u> <u>2035</u>	<u>2035</u> <u>2040</u>
<u>Population</u>	14,490 <u>15,069</u>	14,473 <u>15,447</u>	14,672 <u>15,825</u>	14,871 <u>16,203</u>	15,070 <u>16,581</u>
<u>2018 Per Capita (gallons per day finished water)</u>	96 <u>93.79</u>	96 <u>93.79</u>	96 <u>93.79</u>	96 <u>93.79</u>	96 <u>93.79</u>
	<u>MGD</u>	<u>MGD</u>	<u>MGD</u>	<u>MGD</u>	<u>MGD</u>
<u>Potable Water Demands (daily average annual) – City of Miami Springs</u>	1.34 <u>1.41</u>	1.34 <u>1.45</u>	1.40 <u>1.48</u>	1.43 <u>1.52</u>	1.45 <u>1.56</u>

Notes

1. Population projections and per Capita data from Draft MDWASD Retail Customers 10-Year Water Facilities Work Plan Exhibit C-7
- ~~2. Per Capita data from LEC Chapter 6: Water Supply Development Projects, p. 248~~

3.5 Water Supply Distribution Provided by the City of Miami Springs

MDWASD is a regional water and wastewater utility that furnishes potable water service to approximately 2.6 million inhabitants and tens of thousands of commercial establishments. The service area covers numerous municipalities and most of the unincorporated areas of Miami-Dade County. The City of Miami Springs does not provide or distribute potable water to the City’s residents or businesses.

~~After review of County records it has been determined they are incomplete with respect to self-supply systems.~~

3.6 Water Supply Provided by Miami-Dade Water and Sewer Department

The City receives its entire water supply from the Miami-Dade Water and Sewer Department. In 2007, the City indicated their desire to pursue the transfer of its water and sewer department to the County; said transfer was approved by the Miami-Dade County Commissioners (BCC) on July 17, 2008. In the Miami-Dade County 20-Year Water Supply Facilities Work Plan, the WASD committed to meet the water demand for the municipalities within the service area.

The MDWASD System supplies potable water to over 2.6 million persons, including residents and businesses within a number of municipalities, and is an interconnected system of three subareas. The WASD's service area includes all portions of Miami-Dade County within the Urban Development Boundary (UDB), excluding all or portions of North Miami, North Miami Beach, Miami Gardens, Homestead and the Florida City service area. Miami Springs is located in the Hialeah-Preston Subarea, which serves the northern part of Miami-Dade County.

The City of Miami Springs is served by the Hialeah-Preston sub-area water treatment plant. The sub-area is comprised of dedicated low-pressure pipelines, remote storage tanks, pumping facilities and high pressure systems. This system delivers water to Hialeah, Miami Springs, the City of Miami and other portions of northeastern Miami-Dade County, generally north of Flagler Street. The Hialeah Reverse Osmosis (R.O.) plant was completed in October 2013 and is providing water to the City of Hialeah and unincorporated Miami-Dade County.

The information contained in the Comprehensive Development Master Plan Amendments adopted February 4, 2015 and the draft Miami-Dade WASD 10-year Water Supply Facilities Work Plan ~~Miami-Dade WASD 20-year Water Supply Facilities Work Plan~~ (2014-2033) Support Data (November 2014), the ~~2013~~ 2018 Lower East Coast Water Supply Plan Update (LEC) approved by the SFWMD on ~~October 40, 2013~~ November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will expire on February 9, 2035.

The following Miami-Dade County Comprehensive Development Master Plan Policy supports the coordination with the SFWMD LEC Update:

WS-6D. In the development of its future potable water supplies, Miami-Dade County shall, to the maximum extent feasible, utilize methods which preserve the integrity of the Biscayne Aquifer, protect the quality of surface water and related ecosystems, consider and are compatible with the South Florida Water Management District's Lower East Coast Regional Water Supply Plan and the current Water Use Permit, and comply with the land use and environmental protection policies of the Miami-Dade County CDMP, the Strategic Regional Policy Plan for South Florida, and the State Comprehensive Plan.

3.7 Conservation

The 2018 LEC Water Supply Plan update suggests that Miami-Dade County may be able to save approximately 40 mgd by 2040 if urban and agricultural conservation practices are followed.

Water conservation is the key to maintaining the health and productivity of the ~~Surficial~~ surficial and Floridan Aquifers. Promoting water conservation equipment, techniques, and practices will benefit customers economically and maintain a realistic water demand picture for utilities. Protection of the aquifer system and wellfields (Figure 3.) through conservation and reuse, recharge enhancement,

limitations on withdrawal, regulation of land use, and maintenance of minimum flows and levels will ensure the availability of an adequate water supply for all competing demands, maintain and enhance the functions of natural systems and preserve water quality.

The City works in coordination with and supports MDWASD, SFWMD and state efforts aimed at promoting conservation through a variety of means including working with community groups to promote education and water conservation techniques. For example, the Miami Springs Woman's Club hosted a free educational session "Water: Our Most Precious Resource" on April 24, 2017. The City website includes links to the Miami-Dade County water restriction and water conservation website. In 2007, the City removed water meters and discontinued irrigation to City owned properties, including landscaped medians, downtown and City parks. The City provides free water-efficient showerheads to the residents in an exchange program. In 2016, the Miami Springs golf course replaced its entire irrigation system with a modern, water efficient system.

Beyond educating the business and residential community, the City promotes water conservation through conformance with and use of the Miami-Dade County Landscape Ordinance. All landscape projects are required to conform with these standards which are enforced during the development review process. The City also promotes outdoor conservation through the Miami Springs Ecology Board which promotes Florida-friendly landscaping, composting and other water saving techniques. City sponsored projects include water efficient landscape techniques as well. The new Westward Drive Bike Path was designed with drought tolerant plants which will be an improvement to medians currently landscaped with grass.

The City implements mandatory year-round landscape irrigation conservation per FAC 40E-24 by distribution of an educational flyer. The flyer is available on the City's website, at City Hall and is provided to violators by the City's code enforcement team. In addition to the flyer, the City website contains a link to the Miami-Dade County webpage detailing the rules pertaining to yard watering restrictions.

The City does not currently have reclaimed water capability or infrastructure.

3.7.1 County-wide Issues

Section 4.5 Water Conservation and Reuse of the Miami-Dade WASD 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014) outlines additional MDWASD efforts. (pages 4-6 and 7).

Miami-Dade Consolidated PWS Water Use Permit No. 13-00017-W Water Conservation Plan 2020 Annual Report Section I states BMPs implemented since the plan inception resulted in declining per capita water consumption. Because of public outreach efforts as of December 31, 2020, the County is currently experiencing actual finished water demands of 324.26 MGD, which is approximately 17 MGD lower than 2006 actual finished water demands of 341.58 MGD (as of 12/31/2006), the year prior to implementation of the WUE Plan).

Presently, water utilities are saving substantial amounts of water through strategic water-efficiency programs and Best Management Practices (BMP) included in their Water Use Efficiency Plan. The savings from water conservation often translate into more potable water available for residential and non-residential use, capital and operating savings, which allow systems to defer or avoid significant expenditures for water supply facilities and wastewater facilities.

The City continues to remain in full support of the water conservation initiatives adopted by SFWMD and Miami-Dade County.

While the City is not responsible for the Comprehensive Everglades Restoration Project, it is supportive of the regional water conservation efforts related to this regional rehydration of the Florida Everglades. The City is also supportive of mandating yard water restrictions that have been directed by the South Florida Regional Water Management District. There are no water conservation projects identified in the City's Capital Improvements Element or Capital Improvements Program.

The City will continue to coordinate future water conservation efforts with WASD and SFWMD to ensure that proper techniques are applied. The City will continue to actively support SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water. The City provides a link to the County webpage related to conservation and water restriction policies.

Reuse

~~For the past several years, †~~ The State of Florida is leading the nation in water reuse. The water reuse effort in the state is primarily led by utilities, local governments, the water management districts and state agencies. The intent of their efforts is to implement water reuse programs that increase the volume of reclaimed water used and promotes public acceptance of reclaimed water. While the City does not own or maintain the water infrastructure, the City is in full support of the water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. ~~The County has committed to implement a total of 117.5 mgd of water reuse as noted in the County's 20-year water use permit.~~

Currently, WASD is implementing a total of 16.49 MGD of reuse at each of the Wastewater Treatment Plants, primarily for in-plant (process water) use. In addition, WASD will be providing up to 15 MGD of reclaimed water from the South District Wastewater Treatment Plant to the FPL facilities at Turkey Point, per Miami-Dade County Resolution No. R-579-20 approved by the BCC on June 16, 2020. At this time, WASD does not have additional reuse projects that are technically, environmentally, and economically feasible as defined in the Florida Statute.

3.7.2 Local Government Specific Actions, Programs, Regulations, or Opportunities

The City will coordinate future water conservation efforts with the WASD and the SFWMD to ensure that proper techniques are applied. In addition, the City will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner. The City will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water. The City will also continue to comply with all the Water Use Efficiency requirements included in the Miami-Dade County Code. Finally, the City will administer its own water conservation policies and programs.

The City implements mandatory year-round landscape irrigation conservation per FAC 40E-24 by distribution of an educational flyer. The flyer is available on the City's website, at City hall and is provided to violators by the City's code enforcement team. In addition to the flyer, the City website contains a link to the Miami-Dade County webpage detailing the rules pertaining to yard watering restrictions.

3.7.3 MDWASD Specific Regulations

MDWASD, and therefore the City of Miami Springs, implement water conservation through the following Ordinances: Irrigation Hours, Florida-Friendly Landscape, ~~Ultra-low Volume~~ High Efficiency Fixtures, Rain Sensor, Water Conservation Rate Structure, Leak Detect & Repair Program and Public Education Program. The City will also continue to comply with all the Water Use Efficiency requirements included in the Code of Miami-Dade County.

3.8 Reuse

3.8.1 Regional and County-wide Issues

State law supports reuse efforts. For the past years, Florida's utilities, local governments and water management districts have led the nation in implementing water reuse programs that increase the quantity of reclaimed water used and public acceptance of reuse programs. Section 373.250(1) F.S. provides that "The encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department and used in this chapter, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., provides that "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

The City supports water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. The County has committed to implement a total of 117.5 MGD of water reuse as noted in the County's 20-year water use permit. ~~In the~~ According to the 20 10-year Work Plan, "the County's projected finished water demands are now markedly lower than anticipated when the first 20-year water use permit application as submitted. As such, wastewater reuse to address water supply demands is no longer required, and other alternative water supplies (Floridian aquifer, water conservation, C-51 reservoir, etc.) have been determined to be more viable and shall be considered in the future." ~~identified a number of water reuse projects and their respective schedules. According to the Plan, "reuse projects to recharge the aquifer with highly treated, reclaimed water will be in place before additional withdrawals over the base condition water use are made from the Alexander Orr and South Dade subarea wellfields. In addition, reuse irrigation projects are anticipated for the North and Central District Wastewater Treatment Plants. These projects will be implemented in the Cities of North Miami and North Miami Beach and are currently under construction for Key Biscayne."~~

3.8.2 Local Government Specific Actions, Programs, Regulations, or Opportunities

The City will support the SFWMD and Miami-Dade County water reuse projects, and implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water.

4.0 INTERGOVERNMENTAL COORDINATION

The provision of water supply needs in the City is achieved in coordination with local, county, and regional partners including Miami-Dade County WASD and SFWMD. MDWASD is the City's primary water partner as they provide the City its water service utilities. MDWASD ensures that water supply services are provided to the majority of residents of Miami-Dade County in the most efficient and effective manner. SFWMD acts to protect the region's water supply resources and coordinates the implementation of state water regulations and policies through local water planning efforts and water supply services.

In this update of the Water Supply Plan, the City has reviewed its water supply related Comprehensive Plan Objectives and Policies and updated them as necessary. Changes to the Comprehensive Plan Objectives and Policies are set forth in the amended Comprehensive Plan which is incorporated herein. Some of the policies included in the amended Comprehensive Plan which detail coordination efforts between the City and both MDWASD and SFWMD, to provide sufficient water to its residents, are:

- Capital Improvements Element
 - Goal 1, Objective 1.2, Policy 1.2.1 –
 - Goal 1, Objective 1.2, Policy 1.2.3 –
 - Goal 1, Objective 1.2, Policy 1.2.4 –
- Conservation Element
 - Goal 1, Objective 1.2, Policy 1.2.1 –
 - Goal 1, Objective 1.2, Policy 1.2.3 –
 - Goal 1, Objective 1.3, Policy 1.3.1 –
- Intergovernmental Coordination Element
 - Goal 1, Objective 1.1, Policy 1.1.4 –
 - Goal 1, Objective 1.1, Policy 1.1.5 –
 - Goal 1, Objective 1.4, Policy 1.4.1 –
 - Goal 1, Objective 1.4, Policy 1.4.2 –
 - Goal 1, Objective 1.4, Policy 1.4.3 –
- Infrastructure Element
 - Goal 1, Objective 1.1, Policy 1.1.2; Policy 1.1.3; and Policy 1.1.4
 - Goal 1, Objective 1.3, Policy 1.3.1; Policy 1.3.2; Policy 1.3.3; and Policy 1.3.4
 - Goal 1, Objective 1.4, Policy 1.4.2; Policy 1.4.3
 - Goal 1, Objective 1.5, Policy 1.5.1; Policy 1.5.2; Policy 1.5.3; Policy 1.5.4; Policy 1.5.5

As a retail customer, the City must coordinate the adequate supply of water and conservation practices with MDWASD and implement the requirements of County Code.

5.0 CAPITAL IMPROVEMENTS

The information contained in the Comprehensive Development Master Plan Amendments adopted February 4, 2015 and the Miami-Dade WASD 2010-year Water Supply Facilities Work Plan (2014-2033 October 2020), Support Data (November 2014), the 2013-2018 Lower East Coast Water Supply Plan Update (LEC) approved by the SFWMD on October 10, 2013-November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will expire on February 9, 2035. WASD has requested an extension of the permit to 2040.

As a retail customer the City of Miami Springs is not responsible for the provision of infrastructure for potable water treatment and distribution. There are no water facility projects in the City's Capital Improvements Program during this planning period. Below is a partial list of MDWASD projects and changes to its Capital Improvement Schedule.

As stated previously in Section 3.6, Miami Springs is located within the Hialeah-Preston (H-P) subarea and is comprised of dedicated low-pressure pipelines, remote storage tanks, pumping facilities and high-pressure systems. This system delivers water to Hialeah, Miami Springs, Virginia Gardens, the City of Miami and other portions of northeastern Miami-Dade County, generally north of Flagler Street. The Hialeah Reverse Osmosis (R.O.) plant was completed in October 2013 and is providing water to the City of Hialeah and unincorporated Miami-Dade County.

City Capital Improvements Projects
City of Miami Springs
Capital Improvements 2022 -2027 Stormwater

	FUNDING	2022-23	2023-24	2024-25	2025-26	2026-27	Totals
STORMWATER							
O&M Stormwater system	Revenues	100,000	100,000	100,000	100,000	100,000	500,000
Oakwood/East Drive Stormwater Project	ARPA	5,192,476	-	-	-	-	5,192,476
NRP Median/Stormwater Project	ARPA	2,348,721	-	-	-	-	2,348,721
TOTAL ENTERPRISE FUNDS		7,716,197	100,000	331,000	185,000	185,000	8,517,197
TOTAL ALL FUNDS		16,862,510	1,208,946	2,427,420	2,320,866	3,462,184	26,146,926

The following major Capital Improvements Projects may impact the City and are as further described in the Miami-Dade WASD 2010-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014) Table 42-5-1:

- 1) Systemwide Wellfield Improvements;
- 2) Systemwide Water Main Extensions;
- 3) Central M-D Water Transmission Mains Improvements: and,

4) Alexander Orr, Jr. Water Treatment Plant Expansion.

Alternative Water Supply Projects

10 MGD Hialeah RO WTP Phase 1 – Operational October 2013 (7.5 MGD well capacity constructed, increased to 10 MGD by end of 2020 when well completed.)

20 MGD South Miami Heights WTP – under design (17.5 MGD ~~Biscayne~~ Florida Aquifer/2.5 MGD Florida Biscayne Aquifer)

~~Alternative Water Supply Project's – anticipated to be completed by December 31, 2018~~

~~Hialeah RO WTP Phase 2 and 3~~

~~Hialeah Floridan Aquifer RO WTP Phase 1-b, 4 Florida Aquifer supply plans.~~

South Miami Heights WTP Phase 1 (RO Portion) – anticipated completion date 12/31/2026

South Miami Heights WTP Phase 2 (RO Portion) – anticipated completion date 12/31/2031

~~Graham Wells Construction~~

~~Blending and canal recharge projects~~

~~Reuse Projects~~

~~Updated Reuse Projects~~

~~Existing Reuse at Three Wastewater Treatment Plants~~

~~Biscayne Bay Coastal Wetlands Rehydration~~

~~———— Pilot Completed~~

~~———— Full Scale capacity~~

~~90 MGD FPL for new cooling towers~~

~~CDWWTP, SDWWTP, New WDWTP Florida Aquifer re-charge to meet Ocean Outfall~~

~~Legislation (Total 27.6 MGD)~~

~~CANCELLED Reuse Projects~~

~~Phase 1 and 2 Canal Re-charge for Alexander Orr WTP~~

Water Treatment Plants

Hialeah RO WTP

On-line October ~~2013~~ 2020

10 MGD (7.5 MGD Operational)

50% MDWASD/50% Hialeah

South Miami Heights

On-line by December 31, ~~2019~~ 2026

17.5 MGD Finished Water from Florida Aquifer

2.55 MGD Finished Water from Biscayne Aquifer (to be completed 12/31/2031)

Expenditures and Revenues associated with the above referenced projects, and others, are found in Table 3 on the following page.

Table 3.
MDWASD – Water Supply CIE Projects
City of Miami Springs

	Miami-Dade Water and Sewer Department PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN Projection by Project Sub-Project by Year - Water As of: 9/30/2019	Version 5 - Adopted MYCIP FY20-26 - After OMB Adjustments Active and Future projects
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Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	
1050	101711	17,694,282	636,418	17,057,864	400,000	7,552,000	4,745,719	2,880,145	1,500,000	0	0	0	0	0	0	17,057,864
	102104	3,000,000	0	3,000,000	3,000,000	0	0	0	0	0	0	0	0	0	0	3,000,000
	102106	6,054,178	554,178	5,500,000	2,500,000	3,000,000	0	0	0	0	0	0	0	0	5,500,000	
	102110	3,200,000	0	3,200,000	3,200,000	0	0	0	0	0	0	0	0	0	3,200,000	
	102127	4,967,242	1,096,072	3,871,170	3,871,170	0	0	0	0	0	0	0	0	0	3,871,170	
	102134	7,604,457	5,545,906	2,058,551	2,058,551	0	0	0	0	0	0	0	0	0	2,058,551	
	102170	2,000,000	0	2,000,000	2,000,000	0	0	0	0	0	0	0	0	0	2,000,000	
	102171	1,500,000	0	1,500,000	0	0	489,208	1,010,792	0	0	0	0	0	0	1,500,000	
	102173	12,819,000	0	12,819,000	900,000	600,000	4,527,600	6,791,400	0	0	0	0	0	0	12,819,000	
	TOTAL - 1050	58,839,159	7,832,574	51,006,585	17,929,721	11,152,000	9,762,527	10,662,337	1,500,000	0	0	0	0	0	51,006,585	
1051	101577	64,218,739	247,935	63,970,804	0	2,521,160	2,790,046	10,818,804	24,902,747	22,938,047	0	0	0	0	63,970,804	
	101579	11,161,990	1,896,826	9,265,164	5,765,164	2,000,000	1,500,000	0	0	0	0	0	0	0	9,265,164	
	101694	14,310,516	13,441,087	869,429	803,929	65,500	0	0	0	0	0	0	0	0	869,429	
	101862	18,103,746	381,746	17,722,000	300,000	400,000	6,808,800	10,213,200	0	0	0	0	0	0	17,722,000	
	101883	846,054	345,427	500,627	500,627	0	0	0	0	0	0	0	0	0	500,627	
	101945	11,256,345	0	11,256,345	700,000	300,000	4,102,538	6,153,807	0	0	0	0	0	0	11,256,345	

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Miami-Dade Water and Sewer Department
PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN
 Projection by Project Sub-Project by Year - Water
 As of: 9/30/2019

Version 5 - Adopted MYCIP FY20-26 - After OMB Adjustments
 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total		
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future			
101946	HYDROTREATOR DRIVES ASSEMBLES AND MOTORS	1,500,000	584,413	915,587	915,587	0	0	0	0	0	0	0	0	0	0	0	0	915,587
102107	HYPOCHLORITE FEED/STORAGE AT ORR WTP	7,054,655	127,655	6,927,000	500,000	300,000	2,450,800	3,676,200	0	0	0	0	0	0	0	0	0	6,927,000
102167	A. ORR WTP LIME KILN SWITCH GEAR BUILDING AND FEEDERS	8,400,000	390,903	8,009,097	5,755,284	2,253,813	0	0	0	0	0	0	0	0	0	0	0	8,009,097
102169	A. ORR WTP PUMP ROOM FOR SOFTENER CLUSTERS 1-8 AND 11-14	700,000	330,042	369,958	369,958	0	0	0	0	0	0	0	0	0	0	0	0	369,958
102175	ALEXANDER ORR WATER TESTING LABORATORY	10,858,453	304,694	10,553,759	2,972,710	4,452,992	3,128,057	0	0	0	0	0	0	0	0	0	0	10,553,759
TOTAL - 1051		148,410,498	18,050,728	130,359,770	18,583,259	12,293,465	20,780,241	30,862,011	24,902,747	22,938,047	0	0	0	0	0	0	0	130,359,770
1053	102116 20-INCH WATER MAIN - BISCAYNE BLVD - AREA L	1,006,056	59,931	946,125	0	0	0	8,138	551,494	386,493	0	0	0	0	0	0	0	946,125
102197	PORT OF MIAMI WATER SUPPLY LINE	29,311,465	21,957,974	7,353,491	5,000,000	2,353,491	0	0	0	0	0	0	0	0	0	0	0	7,353,491
102227	INSTALL OF 54-INCH WM ALONG RED ROAD (W 4TH AVE), FROM W 21ST ST TO W 59RD ST	42,599,093	580,956	42,018,137	445,000	1,183,515	5,246,219	7,143,403	14,000,000	9,000,000	5,000,000	0	0	0	0	0	0	42,018,137
103004	REPLACEMENT OF 6,000 LF OF CORRODED 8", 12", 16" WM ALONG NE 36 CT / TURNBERRY WAY FROM WILLIAM LEHMAN	2,845,528	78,708	2,766,820	350,000	751,000	1,665,820	0	0	0	0	0	0	0	0	0	0	2,766,820
TOTAL - 1053		75,762,142	22,677,569	53,084,573	5,795,000	4,288,006	6,912,039	7,151,541	14,551,494	9,386,493	5,000,000	0	0	0	0	0	0	53,084,573
1054	101441 54" REPLACEMENT OF LOW PRESSURE WATER MAIN IN NW 62 ST (NW 37 AVE - 10 AVE)	10,710,779	265,636	10,445,143	0	0	254,069	699,823	1,000,000	4,219,985	4,271,266	0	0	0	0	0	0	10,445,143
TOTAL - 1054		10,710,779	265,636	10,445,143	0	0	254,069	699,823	1,000,000	4,219,985	4,271,266	0	0	0	0	0	0	10,445,143
1055	102016 VARIOUS WATER TRANSMISSION MAINS (20 AND 24 INCHES)	5,163,420	0	5,163,420	450,000	829,328	3,735,428	148,664	0	0	0	0	0	0	0	0	0	5,163,420
TOTAL - 1055		5,163,420	0	5,163,420	450,000	829,328	3,735,428	148,664	0	0	0	0	0	0	0	0	0	5,163,420
1056	101474 SPECIAL CONSTRUCTION - WATER IMPROVEMENTS - LOCKER ROOMS	4,057,774	557,774	3,500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	0	0	0	0	0	0	3,500,000
TOTAL - 1056		4,057,774	557,774	3,500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	0	0	0	0	0	0	3,500,000

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Miami-Dade Water and Sewer Department
PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN
 Projection by Project Sub-Project by Year - Water
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 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total		
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future			
1059	101084 MIAMI SERVICE FACILITY (PHASE 1)	1,064,685	0	1,064,685	0	0	0	0	0	0	0	0	0	1,064,685	0	0	0	1,064,685
101505	SOUTH MAINTENANCE CENTER	23,721,660	395,575	23,326,085	0	0	0	0	0	0	0	0	0	23,326,085	0	0	0	23,326,085
101507	NORTH MAINTENANCE CENTER	10,116,520	0	10,116,520	0	0	0	0	0	0	0	250,000	9,866,520	0	0	0	0	10,116,520
101547	MIAMI SERVICE FACILITY (PHASE 2)	12,210,998	0	12,210,998	0	0	0	0	0	0	0	9,281,747	2,929,251	0	0	0	0	12,210,998
101888	MIAMI GARDENS (CAROL CITY YARD) - MODULAR / STEEL BUILDING	1,300,000	0	1,300,000	0	0	0	0	0	0	0	135,000	1,165,000	0	0	0	0	1,300,000
TOTAL - 1059		48,413,863	395,575	48,018,288	0	0	0	0	0	0	0	9,666,747	38,351,541	0	0	0	0	48,018,288
1060	100786 WATER DISTRIBUTION SYSTEM EXTENSION	55,368,190	8,776,040	46,592,150	3,432,043	9,160,107	9,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	0	0	0	0	46,592,150
101734	WATER DISTRIBUTION SYSTEM EXTENSION FOR JPA's	70,628,952	33,415,887	37,213,065	12,530,198	3,350,944	7,035,279	6,296,644	2,000,000	2,000,000	2,500,000	1,500,000	0	0	0	0	0	37,213,065
102111	12/16 INCH WATER MAINS IN S. MIAMI-DADE AREA E	4,862,026	0	4,862,026	0	2,862,026	2,000,000	0	0	0	0	0	0	0	0	0	0	4,862,026
102140	FURNISH AND INSTALL 48-INCH WATER MAIN IN SW 117 AVE, SW 72 ST, SW 127 AVE FROM SW 68 ST. TO SW 152 ST. (AREA N)	49,153,848	20,896,793	28,257,055	15,200,000	7,000,000	5,057,055	1,000,000	0	0	0	0	0	0	0	0	0	28,257,055
TOTAL - 1060		180,013,016	63,088,721	116,924,295	31,162,241	22,373,077	23,092,334	12,296,644	7,000,000	7,000,000	7,500,000	6,500,000	0	0	0	0	0	116,924,296
1063	100789 FIRE HYDRANT INSTALLATION AND RELATED SYSTEM BETTERMENTS	22,634,907	2,634,907	20,000,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	0	0	0	0	0	20,000,000
TOTAL - 1063		22,634,907	2,634,907	20,000,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	0	0	0	0	0	20,000,000
1064	100790 MISCELLANEOUS TOOLS AND EQUIPMENT	22,091,862	6,275,115	15,816,747	2,273,622	1,543,125	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	0	0	0	0	0	15,816,747
101724	HEAVY CONSTRUCTION EQUIPMENT	39,197,329	9,169,885	30,027,444	4,331,038	4,196,406	4,000,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	0	0	0	0	0	30,027,444
101725	VEHICLES/TRANSPORTATION EQUIPMENT	27,297,582	8,975,995	18,321,587	2,194,478	1,127,109	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	0	0	0	0	0	18,321,587
102027	AUTOMATED METER READING (AMR)	120,288,814	288,814	120,000,000	1,500,000	2,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	95,000,000	0	0	0	0	120,000,000
TOTAL - 1064		208,875,587	24,709,809	184,165,778	10,299,138	9,366,640	12,000,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	95,000,000	0	0	0	0	184,165,778
1066	100792 WATER PLANTS REHABILITATION	53,562,683	9,334,440	44,228,243	17,930,743	9,297,500	9,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	0	0	0	0	0	44,228,243
101714	SECURITY PROJECTS	3,517,220	742,803	2,774,417	0	545,104	229,313	1,000,000	1,000,000	0	0	0	0	0	0	0	0	2,774,417
TOTAL - 1066		57,079,903	10,077,243	47,002,660	17,930,743	9,842,604	9,729,313	2,500,000	2,500,000	1,500,000	1,500,000	1,500,000	0	0	0	0	0	47,002,660

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 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total	
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future		
1067	100793	177,243,086	14,671,337	162,571,749	18,185,500	23,494,750	20,891,499	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	0	0	0	162,571,749
	TOTAL - 1067	177,243,086	14,671,337	162,571,749	18,185,500	23,494,750	20,891,499	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	0	0	0	162,571,749
1070	101470	2,246,784	817,709	1,429,075	400,000	1,029,075	0	0	0	0	0	0	0	0	0	0	1,429,075
	TOTAL - 1070	2,246,784	817,709	1,429,075	400,000	1,029,075	0	0	0	0	0	0	0	0	0	0	1,429,075
1075	101891	43,250,000	0	43,250,000	0	0	0	0	0	0	0	43,250,000	0	0	0	0	43,250,000
	102135	36,180,996	4,175,742	32,005,254	5,218,254	6,487,000	8,200,000	7,100,000	3,500,000	1,500,000	0	0	0	0	0	0	32,005,254
	102176	1,164,456	264,456	900,000	350,000	275,000	275,000	0	0	0	0	0	0	0	0	0	900,000
	103026	69,000,000	0	69,000,000	0	0	0	69,000,000	0	0	0	0	0	0	0	0	69,000,000
	TOTAL - 1075	149,595,452	4,440,198	145,155,254	5,568,254	6,762,000	8,475,000	76,100,000	3,500,000	1,500,000	0	43,250,000	0	0	0	0	145,155,254
1077	102021	48,627,857	28,325,074	20,302,783	5,827,700	1,100,000	1,075,083	1,000,000	1,000,000	10,300,000	0	0	0	0	0	0	20,302,783
	TOTAL - 1077	48,627,857	28,325,074	20,302,783	5,827,700	1,100,000	1,075,083	1,000,000	1,000,000	10,300,000	0	0	0	0	0	0	20,302,783
1078	101368	8,381,144	1,004,767	7,376,377	141,000	898,300	1,337,077	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	0	0	0	7,376,377
	TOTAL - 1078	8,381,144	1,004,767	7,376,377	141,000	898,300	1,337,077	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	0	0	0	7,376,377
1080	101879	5,818,628	4,630,186	1,188,442	1,188,442	0	0	0	0	0	0	0	0	0	0	0	1,188,442
	102182	2,446,877	0	2,446,877	646,877	1,000,000	800,000	0	0	0	0	0	0	0	0	0	2,446,877
	TOTAL - 1080	8,265,505	4,630,186	3,635,319	1,835,319	1,000,000	800,000	0	0	0	0	0	0	0	0	0	3,635,319
1081	101966	13,910,870	9,358,024	4,552,846	3,952,846	600,000	0	0	0	0	0	0	0	0	0	0	4,552,846
	TOTAL - 1081	13,910,870	9,358,024	4,552,846	3,952,846	600,000	0	0	0	0	0	0	0	0	0	0	4,552,846
1082	101969	84,135,668	54,135,668	30,000,000	9,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	0	30,000,000
	102178	12,573,467	877,467	11,696,000	2,760,000	7,150,000	1,786,000	0	0	0	0	0	0	0	0	0	11,696,000

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Miami-Dade Water and Sewer Department
PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN
 Projection by Project Sub-Project by Year - Water
 As of: 9/30/2019

Version 5 - Adopted MYCIP FY20-26 - After OMB Adjustments
 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total	
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future		
102179	36-INCH WATER MAIN NW 135 STREET	15,486,255	785,732	14,700,523	6,739,001	7,961,522	0	0	0	0	0	0	0	0	0	0	14,700,523
	TOTAL - 1082	112,195,390	56,798,867	56,396,523	18,499,001	18,111,522	4,786,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	56,396,523
1084	101678	25,813,824	6,046,437	19,767,387	3,113,061	4,467,399	2,664,129	2,000,000	1,757,798	1,500,000	3,200,000	1,065,000	0	0	0	0	19,767,387
	102136	15,482,852	12,502,255	2,980,397	2,980,397	0	0	0	0	0	0	0	0	0	0	0	2,980,397
	102137	34,129,397	28,355,474	5,773,923	5,773,923	0	0	0	0	0	0	0	0	0	0	0	5,773,923
	102139	5,473,488	1,962,350	3,511,138	3,511,138	0	0	0	0	0	0	0	0	0	0	0	3,511,138
	102141	15,955,062	10,001,710	5,953,352	5,953,352	0	0	0	0	0	0	0	0	0	0	0	5,953,352
	102142	37,899,267	20,285,975	17,613,292	4,500,000	1,000,000	6,000,000	6,113,292	0	0	0	0	0	0	0	0	17,613,292
	102143	12,393,516	1,756,755	10,634,761	10,100,000	534,761	0	0	0	0	0	0	0	0	0	0	10,634,761
	102144	4,000,000	0	4,000,000	0	0	0	0	1,000,000	1,000,000	1,000,000	1,000,000	0	0	0	0	4,000,000
	102193	3,886,527	586,527	3,300,000	104,343	793,007	1,085,168	430,955	886,527	0	0	0	0	0	0	0	3,300,000
	102198	2,959,573	0	2,959,573	2,959,573	0	0	0	0	0	0	0	0	0	0	0	2,959,573



Miami-Dade Water and Sewer Department
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 As of: 9/30/2019

Version 5 - Adopted MYCIP FY20-26 - After OMB Adjustments
 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total
102243	WATER COMMERCIAL CORRIDORS ECONOMIC DEVELOPMENT - PHASE 1	96,115,934	945,146	95,170,788	5,308,057	4,163,823	7,676,395	12,814,030	17,107,714	15,000,000	13,500,000	12,600,000	7,000,769	0	0	95,170,788
102244	LEAK DETECTION PROGRAM	40,000,000	573,425	39,426,575	5,000,000	5,000,000	4,426,575	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	0	0	0	39,426,575
103013	CONSUMER LINE RELOCATION PROJECTS	15,000,000	5,000,000	10,000,000	2,000,000	2,500,000	5,000,000	500,000	0	0	0	0	0	0	0	10,000,000
TOTAL - 1084		309,109,240	88,018,054	221,091,186	51,303,844	18,458,990	26,852,267	26,858,277	25,752,039	22,600,000	22,700,000	19,865,000	7,000,769	0	0	221,091,186
GRAND TOTAL		1,649,536,376	357,354,751	1,292,181,625	210,863,566	144,599,757	153,482,877	206,779,297	120,206,280	117,844,525	79,471,266	118,581,747	140,352,310	0	0	1,292,181,625



MIAMI-DADE WATER AND SEWER DEPARTMENT
ADOPTED 2015-2021 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN
 Projection by Project Sub-project by Year - Water
 As of: 9/30/2014

Proj	Sub-Proj	Sub-Project Description	Current Bond/Fund Allocation	Expenditures As of 9/30/2014	Remaining Bond/Fund Allocation	PROJECTIONS											
						2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Future	Total
1050	101504	PRESTON WTP - NEW PUMP STATION EAST OF RESERVOIR	43,700,000	0	43,700,000	0	1,500,000	3,700,000	15,500,000	13,000,000	5,000,000	5,000,000	0	0	0	0	43,700,000
	101711	HI/EAH/PRESTON WTP - DESIGN AND ENGINEERING SERVICE FOR PLANT UPGRADES, REMOTE STORAGE AND APPURTEINANT WATER PRODUCTION FACILITIES	11,400,000	0	11,400,000	750,000	1,500,000	2,500,000	3,650,000	3,000,000	0	0	0	0	0	0	11,400,000
	101584	REHABILITATION PRESTON PLANT ACCELERATORS	4,500,000	0	4,500,000	500,000	1,500,000	2,500,000	0	0	0	0	0	0	0	0	4,500,000
	102002	HI/EAH WTP LIME KILN GEAR PURCHASE	350,000	31,120	348,880	348,880	0	0	0	0	0	0	0	0	0	0	348,880
	102104	FILTER BACKWASH ELEVATED TANK REPLACEMENT SYSTEM FOR HI/EAH WTP	3,000,000	0	3,000,000	250,000	1,000,000	1,750,000	0	0	0	0	0	0	0	0	3,000,000
	102105	HYPOCHLORITE TANK STORAGE AT PRESTON/HI/EAH WTP	6,800,000	0	6,800,000	750,000	1,500,000	2,000,000	1,550,000	0	0	0	0	0	0	0	6,800,000
	102105	REPLACE EXISTING CATWALKS AT HI/EAH AND PRESTON WTP	1,000,000	0	1,000,000	500,000	500,000	0	0	0	0	0	0	0	0	0	1,000,000
	102127	REPLACEMENT/UPGRADE OF LIME FEED SYSTEM	3,000,000	0	3,000,000	300,000	1,000,000	250,000	1,350,000	0	0	0	0	0	0	0	3,000,000
	102131	PURCHASE OF LAKE PROPERTY ADJACENT TO NORTHWEST WELFIELD	10,602,669	0	10,602,669	8,602,669	2,000,000	0	0	0	0	0	0	0	0	0	10,602,669
	102170	HI/EAH/PRESTON WTP BLDG/MOTOR CONTROL CENTER	750,000	0	750,000	0	0	0	0	0	0	0	0	750,000	0	0	750,000
	102171	HI/EAH/PRESTON WTP TRANSFORMER	1,500,000	0	1,500,000	0	0	0	0	0	0	0	0	1,500,000	0	0	1,500,000



MIAMI-DADE WATER AND SEWER DEPARTMENT
ADOPTED 2015-2021 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN
Projection by Project Sub-project by Year - Water
As of: 9/30/2014

Proj	Sub Proj	Sub Proj Description	Current Bond/Fund Allocation	Expenditures As of 9/30/2014	Remaining Bond/Fund Allocation	PROJECTIONS												
						2014	2015	2015 2016	2016 2017	2017 2018	2018 2019	2019 2020	2020 2021	2021 2022	2022 2023	2023 2024	Future	Total
1050	102173	PRESTON WTP HS PUMP ROOM SWITCHGEAR	3,000,000	0	3,000,000	0	0	0	0	0	0	0	0	3,000,000	0	0	0	3,000,000
TOTAL - 1050			89,632,669	31,120	89,601,549	12,001,549	10,500,000	12,500,000	23,050,000	16,000,000	5,000,000	5,000,000	5,250,000	0	0	0	0	89,601,549
1051	101577	ORR WTP - 48" FINISHED WATER LINE (AREA M)	52,071,937	0	52,071,937	0	750,000	1,500,000	1,602,433	2,527,008	17,445,714	27,087,829	1,698,953	0	0	0	0	52,071,937
101579		ORR WTP - PUMPING UNIT No. 6 HIGH SERVICE PUMP - EAST PUMP ROOM	9,883,699	40,219	9,843,480	500,000	1,150,782	2,683,698	4,500,000	1,000,000	0	0	0	0	0	0	0	9,834,480
101604		ORR WTP - SWITCHGEAR BUILDING AND TRANSFORMER	9,249,824	896,291	8,353,533	590,000	1,623,535	3,229,998	1,500,000	1,500,000	0	0	0	0	0	0	0	8,353,533
101712		ORR WTP - DESIGN AND ENGINEERING SERVICE FOR PLANT UPGRADES REMOTE STORAGE AND APPURTENANT WATER PRODUCTION FACILITIES	1,874,121	0	1,874,121	774,121	1,100,000	0	0	0	0	0	0	0	0	0	0	1,874,121
101882		3 TIME SLAKERS FOR ALEXANDER ORR, JR. WTP	5,588,305	614,117	4,975,188	75,188	900,000	2,500,000	1,500,000	0	0	0	0	0	0	0	0	4,975,188
101845		HIGH SERVICE PUMP AND MOTOR IMPROVEMENTS EAST & WEST ROOM - VFD	7,000,000	0	7,000,000	0	200,000	2,250,000	3,550,000	1,000,000	0	0	0	0	0	0	0	7,000,000
101946		HYDROTREATOR DRIVES ASSEMBLES AND MOTORS	1,000,000	0	1,000,000	250,000	500,000	250,000	0	0	0	0	0	0	0	0	0	1,000,000
101978		ORR WTP - UPGRADES TO IN-PLANT WATER USE ACCOUNTING	1,724,123	1,571,851	152,272	152,272	0	0	0	0	0	0	0	0	0	0	0	152,272
102103		ELECTRICAL UPGRADES FOR ALEXANDER ORR LDME PLANT	1,400,000	0	1,400,000	750,000	650,000	0	0	0	0	0	0	0	0	0	0	1,400,000

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6.0 CONCLUSION

This Work Plan is a small reflection of the larger, more detailed Miami-Dade County Water Supply Facilities Work Plan Update. This is because the City receives its entire water supply from the Miami-Dade Water and Sewer Department. The Miami-Dade County Work Plan must consider the needs of all of its service area including retail and wholesale customers. In order to be consistent with Miami-Dade County, the City has utilized the information and data supplied in the Miami-Dade County Work Plan to produce its own work plan as required by Florida Statutes. As demonstrated in both the City and County work plans, the City will have an adequate water supply to meet its projected growth through the year ~~2050~~2040.

Exhibit B

COMPREHENSIVE PLAN AMENDMENTS

The following section lists the Goals, Objectives and Policies being adopted into the City's Comprehensive Plan to ensure consistency between the elements in the Comprehensive Plan and the ~~2020~~2015-MDWASD ~~2010~~-year Water Supply Facilities Work Plan Update.

All references to 9J.5 are hereby deleted.

CAPITAL IMPROVEMENTS ELEMENT

GOAL 1 UNDERTAKE CAPITAL IMPROVEMENTS NECESSARY TO PROVIDE ADEQUATE INFRASTRUCTURE AND A HIGH QUALITY OF LIFE, WITHIN SOUND FISCAL PRACTICES.

Objective 1.1 Annual Capital Improvements Programming Process

In general, use the capital improvements element as a means to existing deficiencies, accommodate desired future growth and replace obsolete or worn-out facilities. In particular, use this Element as the framework to monitor public facility needs as a basis for annual capital budget and five-year program preparation.

Objective 1.2 Coordinate Land Use, Financial Resources, and Level of Service Standards

To coordinate future land use decisions with existing and planned capital facilities using the adopted level of service standards contained in this Element.

Policy 1.2.1

The following Level of Service (LOS) standards shall be maintained:

* * *

Potable Water: The City shall secure adequate potable water supply from Miami-Dade WASD to provide an average of 455.94 gallons of water per capita per day. In addition, the City shall enforce the following standards through its interlocal agreement with the Miami-Dade Water and Sewer Department:

- (a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year and an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.

- (b) Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flows based on the land use served shall be maintained as follows:

Land Use Min.	Fire Flow (gpm)
Single Family Residential Estate	500
Single Family and Duplex; (Residential on minimum lots of 7,500 sf)	750
Multi-Family Residential; Semiprofessional Offices	1,500
Hospitals; Schools	2,000
Business and Industry	3,000

- (c) Water quality shall meet all federal, state, and County primary standards for potable water.
- (d) Countywide storage capacity for finished water shall equal no less than 15 percent of the Countywide average daily demand.

* * *

Policy 1.2.3

Miami Springs hereby adopts by reference the Miami-Dade County Comprehensive Development Master Plan Amendments adopted February 4, 2015, the Miami-Dade Water and Sewer Department 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014), the ~~2013~~ 2018 Lower East Coast Water Supply Plan Update (LEC) approved by the South Florida Water Management District (SFWMD) on ~~October 10, 2013~~ November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will now expire on February 9, 2035. Currently, WASD is preparing to submit a WUP modification that will include updated water demand projections based on revised population data and is requesting an extension of the permit duration through the year 2040.

Policy 1.2.4

Miami Springs shall adopt and implement a water supply facilities work plan for at least a ten-year planning period that reflects coordination with the South Florida Water Management District's Lower East Coast Water Supply Plan Update as required by section 163.3177(6)(c), F.S. within 18 months after updates or amendments to it are approved by the District.

Policy 1.2.5

Prior to approval of a building permit or its functional equivalent, the City shall consult with the Miami-Dade County Water and Sewer Department, the City's water supplier, to determine whether supplies to serve the new development will be available no later than the anticipated date of issuance of certificate of occupancy.

CONSERVATION ELEMENT

GOAL1 PRESERVE AND ENHANCE SIGNIFICANT NATURAL RESOURCES IN MIAMI SPRINGS.

Objective 1.2 Water Quality and Quantity

In general, conserve, appropriately use and protect the quality and quantity of current and projected water sources and water that flow into estuarine waters or oceanic waters. In particular, upgrade the drainage system so that stormwater outfalls into the Miami River Canal fully meet National Pollution Discharge Elimination System (NPDES) standards. Upgrade on-site drainage standards to ensure that private properties retain at least the first one inch of stormwater on-site and permit no more runoff after development than before development.

Policy 1.2.1

The City shall cooperate with the Miami-Dade County Water and Sewer Authority and other Miami-Dade County agencies to help ensure that wellfields and cones of influence are protected. Protection measures shall include restrictions on uses. No new facilities that use, handle, generate, transport or dispose of hazardous wastes shall be permitted within wellfield protection areas, and all existing facilities that use, handle, generate, transport or dispose of more ~~that~~ than the maximum allowable quantity of hazardous wastes (as specified in Chapter 24-12-1 of the Code of Miami-Dade County, as may be amended from time to time within wellfield protection areas shall be required to take substantial measures such as secondary containment and improved operating procedures to ensure environmentally safe operations.

Policy 1.2.3

The City shall ensure that the water quality in the traditional and new alternative water supply sources is protected.

Objective 1.3 Water Supply

To support the City's potable water suppliers in the development of alternate water supply sources as approved by the South Florida Water Management District and to further conserve potable water during emergency situations.

Policy 1.3.1

The City will continue to enforce an emergency water conservation ordinance based on both the South Florida Water Management District model ordinance and any specific SFWMD requirements. In addition, the City will work with SFWMD to create a plan which

allows for alternative water supply development funding, more comprehensive regional water supply plans, and enhanced consumptive use permitting.

FUTURE LAND USE ELEMENT

GOAL 1: ACHIEVE THE FOLLOWING COMMUNITY CHARACTER:

Miami Springs should be a residential community which offers the best possible residential environment consistent with its location and development history. Development policies should protect and preserve its single-family residential character and neighborhoods by maintaining an adequate supply of safe decent and affordable housing for its current and future residents.

Policy 1.1.4

The City shall enact and enforce as part of the land development code a concurrency management system. The concurrency management system shall specify that no development permit shall be issued unless the public facilities necessitated by a development (in order to meet level of service standards specified in the Transportation, Recreation and Open Space, and Infrastructure Policies) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately and shall be interpreted pursuant to the following:

* * *

Objective 1.4 Ensure Protection of Natural Resources

In general, ensure protection of natural resources. In particular, upgrade the drainage system so that stormwater outfalls into the Miami River Canal fully meet National Pollution Discharge Elimination System (NPDES) standards.

Policy 1.4.2

9J-5.006(3)(c)4

The City shall continue to follow all or a portion of the recommendations of the May 1995 Storm water Management Masterplan prepared by Post, Buckley Schuh & Jernigan, Inc. The policy implications of the Post, Buckley, Schuh & Jernigan, Inc. study are incorporated herein by reference.

Policy 1.4.3

The City shall continue to incorporate in its capital improvements program any and all expenditures necessitated by the implementation of Policy 1.4.2 above.

Policy 1.4.4

The City will periodically test pollutant loads in its six stormwater outfalls.

Policy 1.4.5

The City shall update its Drainage Comprehensive Plan as necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system

Policy 1.4.6

The City will continue to ensure coordination between land use and future water supply planning.

INTERGOVERNMENTAL COORDINATION ELEMENT

GOAL 1 TO MAINTAIN OR ESTABLISH PROCESSES TO ASSURE COORDINATION WITH OTHER GOVERNMENTAL ENTITIES WHERE NECESSARY TO IMPLEMENT THIS PLAN.

Objective 1.1 Coordinate with the Plans of Other Jurisdictions and Agencies

In general, coordinate the Miami Springs Comprehensive Plan with the plans of adjacent jurisdictions and agencies. In particular, achieve maximum feasible levels of consistency between the plans for Miami Springs, the Miami-Dade County School Board, Miami-Dade County, Virginia Gardens, Hialeah, the South Florida Water Management District, and the Florida Department of Transportation.

The City shall coordinate the planning of potable water and sanitary sewer facilities and services and level-of-service standards with the Miami-Dade County Water and Sewer Department, Department of Regulatory and Economic Resources, and the South Florida Water Management District.

Policy 1.1.5

Miami Springs shall adopt and implement a water supply facilities work plan for at least a ten-year planning period that reflects coordination with the South Florida Water Management District's *Lower East Coast Water Supply Plan Update* within 18 months after updates or amendments to it are approved by the District.

Objective 1.4 Support climate change and sea level rise initiatives.

Policy 1.4.1

Support the Miami-Dade Water and Sewer Department and South Florida Water Management District in any efforts to evaluate the consequences of sea level rise, changing rainfall and storm patterns, temperature effects, and cumulative impacts to existing structures and existing legal uses.

Policy 1.4.2

Participate in the Southeast Florida Regional Climate Change Compact to support regional planning efforts and initiatives to adapt to rising sea level in the LEC Planning Area.

Policy 1.4.3

Work collaboratively with the Miami-Dade Water and Sewer Department, other utilities and South Florida Water Management District to identify the utility wellfields and other users at potential risk of saltwater intrusion within the LEC Planning Area.

INFRASTRUCTURE ELEMENT

GOAL 1: PROVIDE AND MAINTAIN THE PUBLIC INFRASTRUCTURE IN A MANNER THAT WILL ENSURE WATER QUALITY, CONSERVE NATURAL RESOURCES AND PROTECT THE PUBLIC HEALTH, SAFETY AND QUALITY OF LIFE FOR MIAMI SPRINGS RESIDENTS

Objective 1.1 Correct Drainage Deficiencies Increase Drainage Capacity

Correct existing drainage facility deficiencies and increase drainage capacity. Upgrade the drainage system so that stormwater outfalls into the Miami River Canal fully meet National Pollution Discharge Elimination System (NPDES) standards Upgrade on site drainage standards to ensure that private properties retain at least the first one inch of stormwater on site and permit no more runoff after development than before development.

Policy 1.1.2

The City shall continue to follow the recommendations of the May 1995 Stormwater Management Masterplan prepared by Post, Buckley Schuh & Jernigan as further defined in the priorities identified in the April 2001 Stormwater Master Plan Update. The policy and planning implications of the Post, Buckley, Schuh & Jernigan, Inc. studies are incorporated herein by reference.

Policy 1.1.3

The City will determine the need for laboratory testing of pollutant loads in its six stormwater outfalls.

Policy 1.1.4

The City shall update its Stormwater Management Master Plan as necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system in accordance with the specific standards of Objective 1.1 above.

Objective 1.3 Correct Potable Water Deficiencies

To correct existing potable water system deficiencies and otherwise improve potable water service.

Policy 1.3.1

The City shall coordinate with Miami-Dade County Water and Sewer Department to identify and correct potable water deficiencies in the City.

Policy 1.3.2

The City shall coordinate with Miami-Dade County Water and Sewer Department to plan for infrastructure improvements and expansions to serve new development and redevelopment

Policy 1.3.3

The City will support the SFWMD and Miami-Dade County water reuse projects and implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water.

Policy 1.3.4

The City will coordinate with Miami-Dade County in the adoption and updates to the Water Supply Plan.

Objective 1.4 Level of Service

Continue to secure adequate water supply and potable water treatment capacity to meet the City's adopted level of service (LOS) standards; see policies for measurable standards.

Policy 1.4.2

Potable Water: The City shall secure adequate potable water supply from the Miami-Dade Water and Sewer Department in order to provide an average of ~~155-96~~ 94 gallons of potable water per capita per day. In addition, the City shall enforce the following standards though its interlocal agreement with the Miami-Dade Water and Sewer Department:

- (a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.
- (b) Water shall be delivered to users at a pressure of no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flows based on the land use served shall be maintained as follows:

Land Use Min.	Fire Flow (gpm)
Single Family Residential Estate	500
Single Family and Duplex; (Residential on minimum lots of 7,500 sf)	750
Multi-Family Residential; Semiprofessional Offices	1,500
Hospitals; Schools	2,000
Business and Industry	3,000

- (c) Water quality shall meet all federal, state, and county primary standards for potable water.
- (d) Countywide storage capacity for finished water shall equal no less than 15 percent of the countywide average daily demand.

Policy 1.4.3

Drainage: All nonresidential development and redevelopment shall adequately accommodate runoff to meet all Federal, state and local requirements. Stormwater shall be treated in accordance with the state code. One inch of runoff shall be retained on site. Post-development runoff shall not exceed peak pre development runoff

Objective 1.5 Water Conservation

Implement water conservation initiatives recommended by Miami-Dade County, the South Florida Water Management District, the Florida Department of Environmental Protection and the City's Utilities Department.

Policy 1.5.1

The City shall promote: 1) water conservation-based irrigation; 2) water conservation-based plant species derived from the South Florida Water Management District's list of native species and other appropriate sources; 3) lawn watering restrictions; 4) mandatory use of ultra-low volume water saving devices for substantial rehabilitation and new construction; and 5) other water conservation measures, as feasible. The City will comply with water use efficiency techniques for indoor water use in accordance with Section 8-31, 32-84 and 8A-381 of the Code of Miami-Dade County. All future development will comply with the landscape standards in Sections 18-A and 18-B of Miami-Dade County Code.

Policy 1.5.2

The city shall promote education programs for residential, commercial and other uses which will discourage waste and conserve potable water. The City will coordinate with the Miami-Dade Water and Sewer Department on this matter whenever possible.

Policy 1.5.3

The City shall collaborate with the Miami-Dade County Water and Sewer Department efforts to identify and reduce non-revenue water.

Policy 1.5.4

The City shall coordinate future water conservation efforts with the Miami-Dade Water and Sewer Department and the South Florida Water Management District to ensure that proper techniques are applied. In addition, the City shall continue to support and expand existing goals, objectives and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner.

Policy 1.5.5

The City will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water during the dry season. The City will also comply with the water conservation requirements of the Miami-Dade County Code.

Policy 1.5.6

The City shall adopt Florida Friendly Landscape principles into the Land Development Regulations.

Policy 1.5.7

The City shall maximize the use of native plants in City landscaping projects and large redevelopment sites utilizing Florida Friendly Landscape principles to provide and improve urban habitat and connectivity for native species.

Policy 1.5.8

The City shall continue to evaluate alternative potable water supply sources evaluation techniques and technologies for water capture and reuse, including rainwater harvesting, and revise its Land Development Regulations as necessary to allow for these options with local building design

Policy 1.5.9

The City shall continue to promote the use of ultra-low-flow high efficiency plumbing fixtures through its Showerhead Exchange Program and requires and enforces the guidelines established by the Florida Building Code, Plumbing.

Figures

Figure 1 – Miami Springs General Location Map

Figure 2 – Miami-Dade County Water Service Area Map

Figure 3 – Miami-Dade County Wellfield Protection Cones of Influence Map

Figure 4 – Miami Springs Wellfield Protection Cones of Influence Map

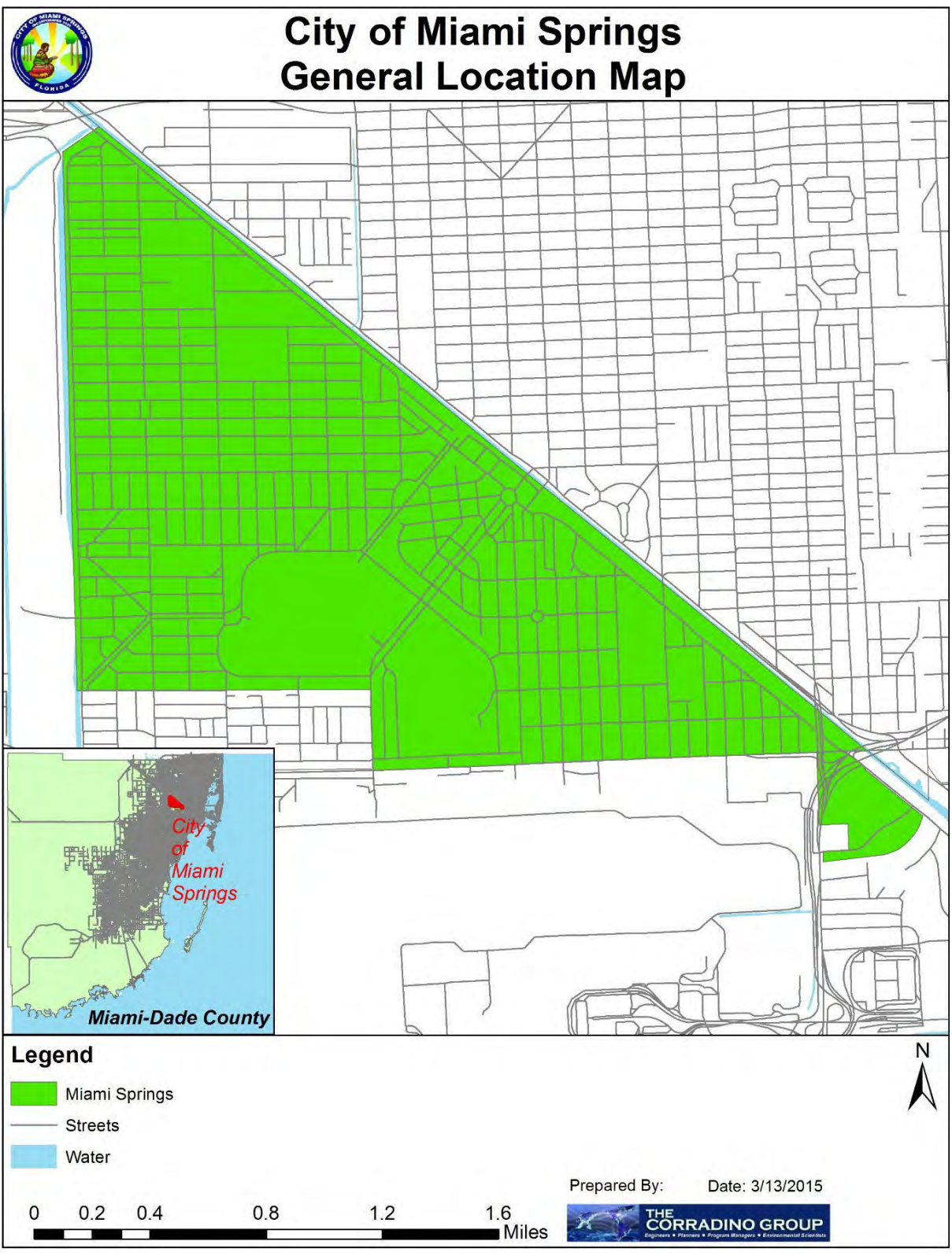
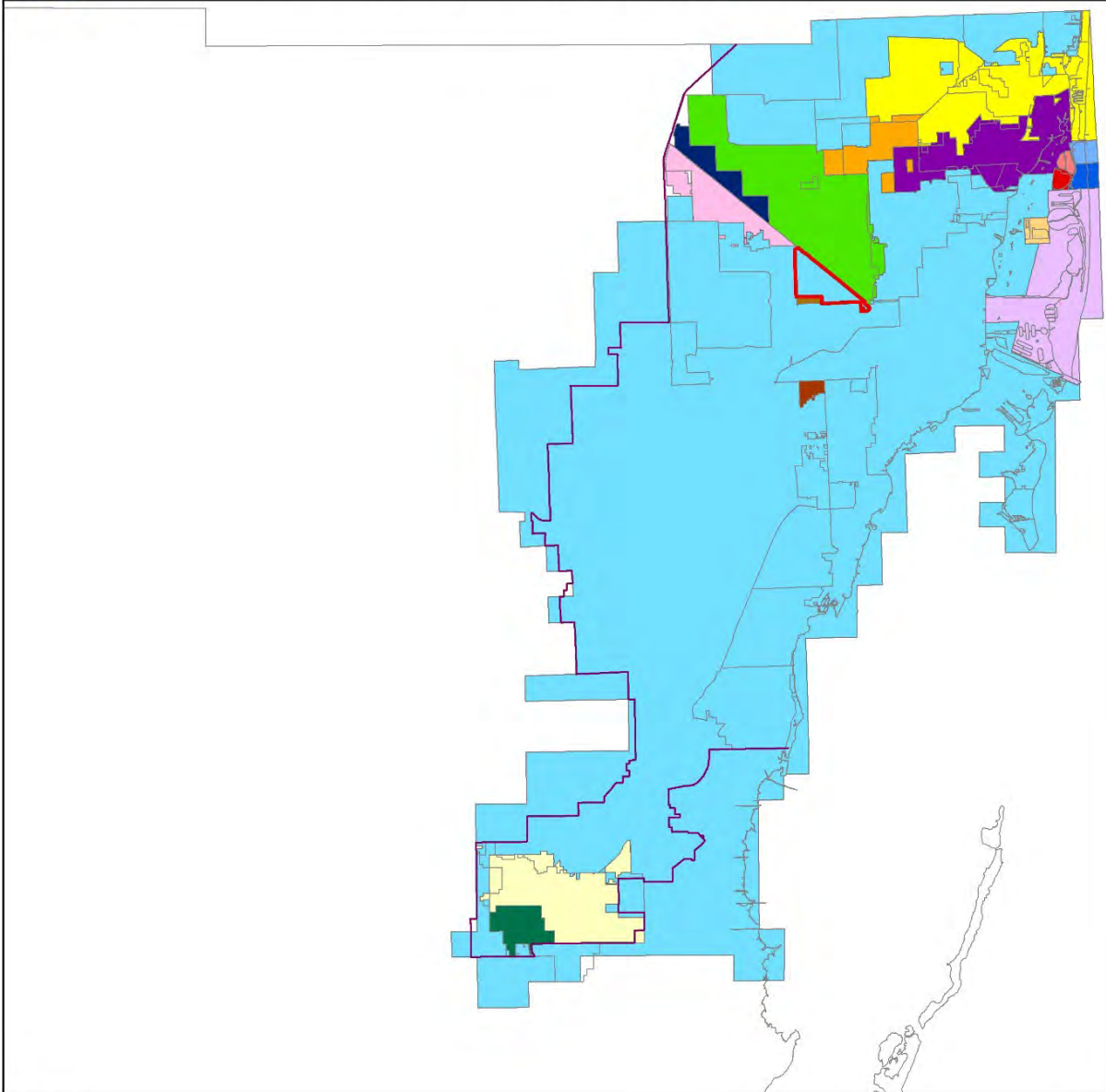


Figure 1



Miami-Dade County Water Service Providers

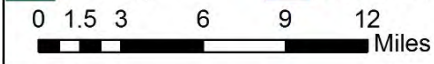
Figure 2



Legend

Water Service Provider

- | | | | | |
|-------------------|------------------------|-------------------|------------------------|------------|
| Bay Harbor Island | Hialeah Gardens | Medley | Surfside | UDB (2015) |
| Bal Harbour | Homestead | North Bay Village | Virginia Gardens | |
| Hialeah | Indian Creek Village | North Miami | West Miami | |
| Florida City | Miami Beach | North Miami Beach | Miami Springs (Retail) | |
| | Miami-Dade Water Sewer | Opa-Locka | | |



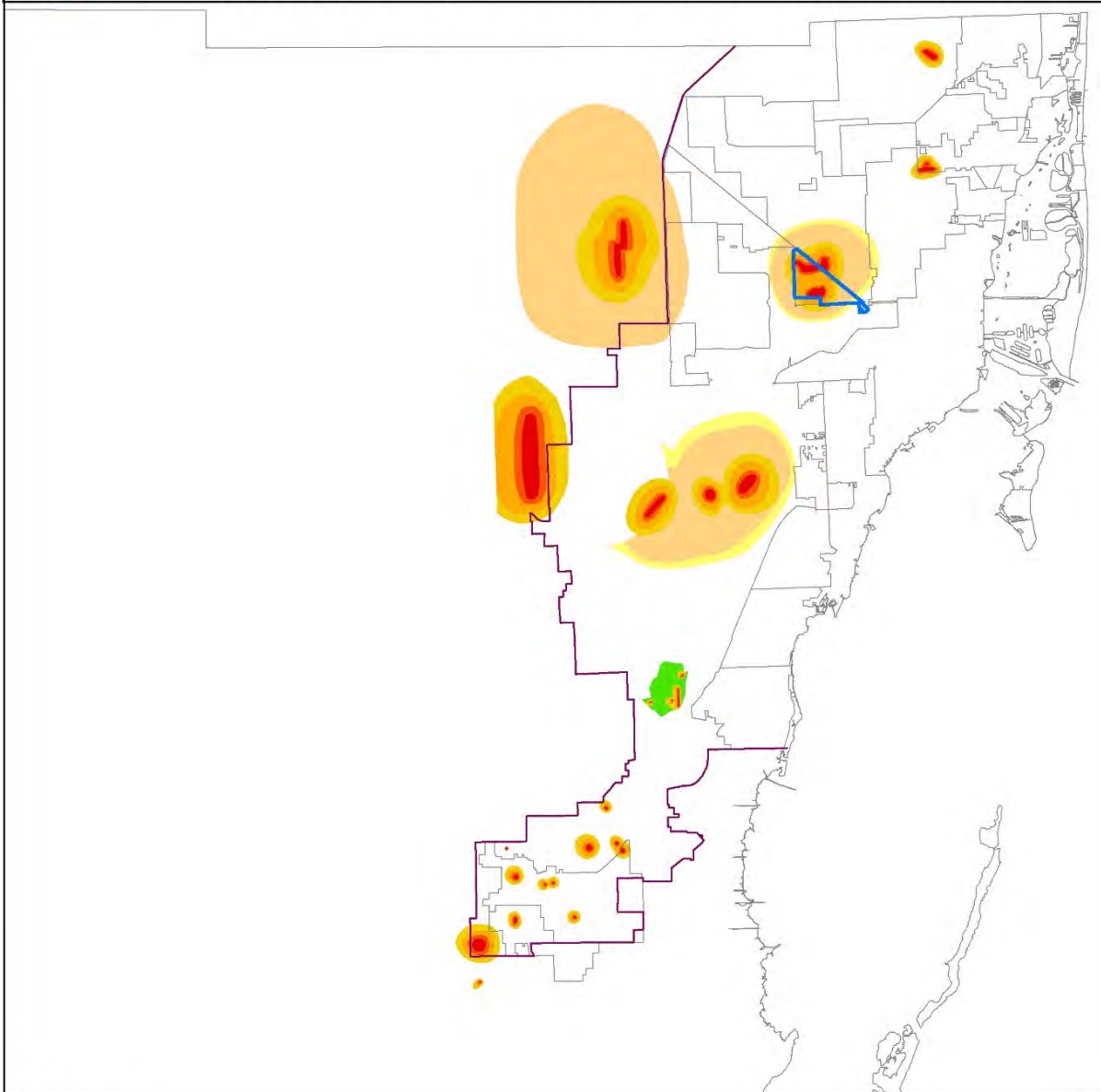
Prepared By: Date: 3/13/2015

Figure 2



Miami-Dade County Wellfield Protection Cones of Influence

Figure 3



Legend

- 10 Day
- 30 Day
- 100 Day
- 210 Day
- Average Day
- Maximum
- Outer
- Urban Development Boundary
- Miami Springs
- Miami-Dade Municipalities

0 1.5 3 6 9 12 Miles

Prepared By: Date: 3/13/2015

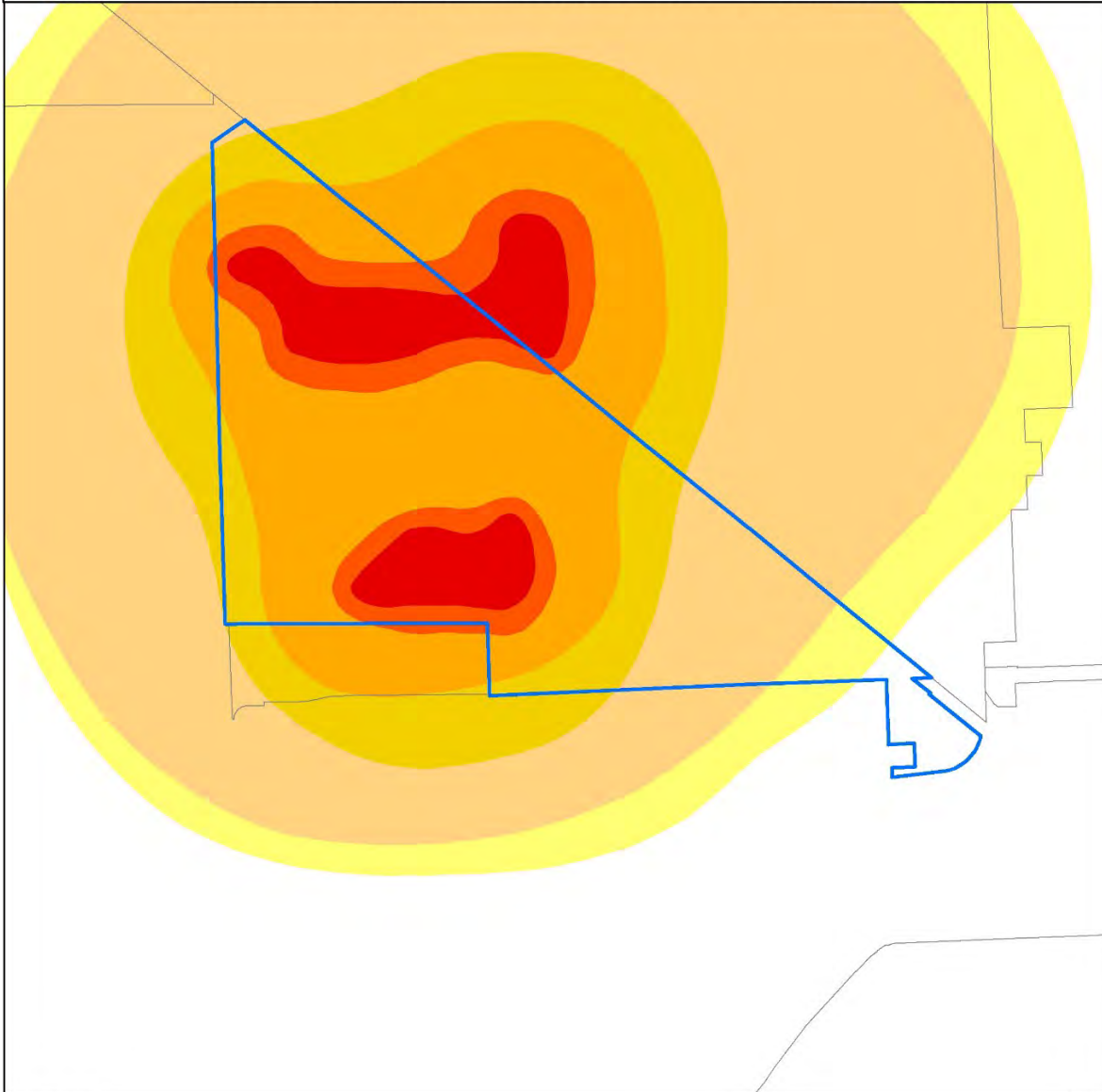


Figure 3



City of Miami Springs Wellfield Protection Cones of Influence

Figure 4



Legend

- 10 Day
- 30 Day
- 100 Day
- 210 Day
- Average Day
- Maximum
- Outer
- Urban Development Boundary
- Miami Springs
- Miami-Dade Municipalities

0.125 0.25 0.5 0.75 1 Miles

Prepared By: Date: 3/13/2015



Legislative Chart

Legislative Change	Description	Not Applicable	Addressed Where?/How?
2000			
Section 163.3184(11)(c) [Repealed]	Repealed section 163.3184(11)(c), Florida Statutes, that required funds from sanctions for non-compliant plans go into the Growth Management Trust Fund.	Repealed	
Section 163.3187(7) [Repealed]	Repealed section 163.3187(7), Florida Statutes, which required consideration of an increase in the annual total acreage threshold for small scale plan amendments and a report by the state land planning agency.	Repealed	
Section 163.3191(13) and (15) [Repealed]	Repealed sections 163.3191(13) and (15), Florida Statutes.	Repealed	
Section 163.3187(1)(c)1.e	Allowed small scale amendments in areas of critical state concern only if they are for affordable housing.	X	
Section 163.2517(3)(j)2.	Added exemption of sales from local option surtax imposed under section 212.054, Florida Statutes, as an example of incentives for new development within urban infill and redevelopment areas.	X	
2001			
Section 163.3177(11)(d)	Created the rural land stewardship area program.	X	
2002			
Section 163.3174	Required that all agencies that review comprehensive plan amendments and rezoning include a nonvoting representative of the district school board.		Procedural
Section 163.3177(4)(a)	Required coordination of local comprehensive plan with the regional water supply plan.		Future Land Use Element Policy 1.4.6
Section 163.3177(6)(a)	Plan amendments for school-siting maps are exempt from the limitation on frequency of adoption of plan amendments.		Procedural
Section 163.3177(6)(c)	Required that by adoption of the evaluation and appraisal report, the sanitary sewer, solid waste, drainage, potable water and natural groundwater aquifer recharge element consider the regional water supply plan and include a 10-year work plan to build the identified water supply facilities.		Intergovernmental Coordination Element Policy 1.1.5
Section 163.3177(6)(d)	Required consideration of the regional water supply plan in the preparation of the conservation element.	CONFIRM	Future Land Use Element Policy 1.4.6 "coordination between land use and future planning"

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3177(6)(h)	Required that the intergovernmental coordination element include relationships, principles and guidelines to be used in coordinating comprehensive plan with regional water supply plans.		Procedural, Intergovernmental Coordination Element Objective 1.1, Policy 1.1.4, and Policy 1.1.5
163.3177(6)(h)4.	Required the local governments adopting a public educational facilities element execute an inter-local agreement with the district school board, the county, and non-exempting municipalities.		Intergovernmental Coordination Element Objective 1.1, Policy 1.1.20
Section 163.3177(6)(h)6., 7., & 8.	Required that counties larger than 100,000 population and their municipalities submit an inter-local service delivery agreements (existing and proposed, deficits or duplication in the provisions of service) report to the state land planning agency by January 1, 2004. Each local government is required to update its intergovernmental coordination element based on the findings of the report. The state land planning agency will meet with affected parties to discuss and id strategies to remedy any deficiencies or duplications.	X	Procedural. The City's Intergovernmental Coordination Element is consistent with Miami-Dade County.
Section 163.3177(6)(h)9. [Repealed]	Required local governments and special districts to provide recommendations for statutory changes for annexation to the Legislature by February 1, 2003. NOTE: this requirement was repealed by Chapter 2005-290, section 2, Laws of Florida.		Procedural
Section 163.31776 [New]	Added a new section 163.31776 that allows a county, to adopt an optional public educational facilities element in cooperation with the applicable school board.	X	
Section 163.31777 [New]	Added a new section 163.31777 that requires local governments and school boards to enter into an inter-local agreement that addresses school siting, enrollment forecasting, school capacity, infrastructure and safety needs of schools, schools as emergency shelters, and sharing of facilities.		Public School Facilities Element Policy 1.1.6
Section 163.3180(4)(c)	Added a provision that the concurrency requirement for transportation facilities may be waived by plan amendment for urban infill and redevelopment areas.	X	
Section 163.3184(1)(a)	Expanded the definition of "affected persons" to include property owners who own land abutting a change to a future land use map.	X	
Section 163.3184(1)(b)	Expanded the definition of "in compliance" to include consistency with section 163.31776 (public educational facilities element).	X	
Section 163.3184(3), (4), (6), (7), (8)	Streamlined the timing of comprehensive plan amendment review.		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3184(15)(c)	Required that local governments provide a sign-in form at the transmittal hearing and at the adoption hearing for persons to provide their names and addresses.		Procedural
Section 163.3187(1)(k)	Exempted amendments related to providing transportation improvements to enhance life safety on "controlled access major arterial highways" from the limitation on the frequency of adoption of plan amendments contained in section 163.3187(1).		Procedural
Section 163-3191(2)(1)	Required Evaluation and Appraisal Reports to include (1) consideration of the appropriate regional water supply plan, and (2) an evaluation of whether past reductions in land use densities in coastal high hazard areas have impaired property rights of current residents where redevelopment occurs.	Repealed	
Section 163.3215	Allowed local governments to establish a special master process to assist the local governments with challenges to local development orders for consistency with the comprehensive plan.		Procedural
Section 163.3246	Created the Local Government Comprehensive Planning Certification Program to allow less state and regional oversight of comprehensive plan process if the local government meets certain criteria.		Procedural
Section 163.3187(1)	Added a provision to section 380.06(24), Statutory Exemptions, that exempts from the requirements for developments of regional impact, any water port or marina development if the relevant local government has adopted a "boating facility siting plan or policy" (which includes certain specified criteria) as part of the coastal management element or future land use element of its comprehensive plan. The adoption of the boating facility siting plan or policy is exempt from the limitation on the frequency of adoption of plan amendments contained in section 163.3187(1).	X	
Section 163.3194(6)	Prohibited a local government, under certain conditions, from denying an application for development approval for a requested land use for certain proposed solid waste management facilities.	X	
2003			

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3162 [New]	<p>Creates the Agricultural Lands and Practices Act.</p> <p>(2) : Provides legislative findings and purpose with respect to agricultural activities and duplicative regulation.</p> <p>(3) : Defines the terms "farm," "farm operation," and "farm product" for purposes of the act.</p> <p>(4) : Prohibits a county from adopting any ordinance, resolution, regulation, rule, or policy to prohibit or otherwise limit a bona fide farm operation on land that is classified as agricultural land.</p> <p>(4)(a): Provides that the act does not limit the powers of a county under certain circumstances.</p> <p>(4)(b): Clarifies that a farm operation may not expand its operations under certain circumstances.</p> <p>(4)(c): Provides that the act does not limit the powers of certain counties.</p> <p>(4)(d): Provides that certain county ordinances are not deemed to be a duplication of regulation.</p>	X	
Section 163.3167(6)	Changes "State Comptroller" references to "Chief Financial Officer."		Procedural
Section 163.3177(6)(k)	Provides for certain airports to abandon development of regional impact development orders.	X	
Section 163.31776	Throughout section 163.3177, Florida Statutes, citations to Chapter 235, Florida Statutes, are changed to cite the appropriate section in Chapter 1013, Florida Statutes.		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.31777	Throughout section 163.31777, Florida Statutes, citations to Chapter 235, Florida Statutes, are changed to cite the appropriate section in Chapter 1013, Florida Statutes.		Procedural
2004			
Section 163.3167	(10): Amended to conform to the repeal of the Florida High-Speed Rail Transportation Act, and the creation of the Florida High-Speed Rail Authority Act. (13) : Created to require local governments to identify adequate water supply sources to meet future demand for the established planning period. (14) : Created to limit the effect of judicial determinations issued subsequent to certain development orders pursuant to adopted land development regulations.		Intergovernmental Coordination Element Policy 1.1.7
Section 163.3175 [new]	(1) : Provides legislative findings on the compatibility of development with military installations. (2) : Provides for the exchange of information relating to proposed land use decisions between counties and local governments and military installations. (3) : Provides for responsive comments by the commanding officer or his designee. (4) : Provides for the county or affected local government to take such comments into consideration. (5) : Requires the representative of the military installation to be an ex-officio, nonvoting member of the county's or local government's land planning or zoning board. (6) : Encourages the commanding officer to provide information on community planning assistance grants.	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3177	<p>(6)(a): Required local governments to amend the future land use element by June 30, 2006, to include criteria to achieve compatibility with military installations. Encourages rural land stewardship area designation as an overlay on the future land use map.</p> <p>(6)(c): Extended the deadline adoption of the water supply facilities work plan amendment until December 1, 2006; provided for updating the work plan every five years; and exempts such amendment from the limitation on frequency of adoption of amendments.</p> <p>(10)(l): Provided for the coordination by the state land planning agency and the United States Department of Defense on compatibility issues for military installations.</p> <p>(11)(d)1.: Required that the state land planning agency, in cooperation with other specified state agencies, provide assistance to local governments in implementing provisions relating to rural land stewardship areas.</p> <p>(11)(d)2.: Provided for multi-county rural land stewardship areas.</p> <p>(11)(d)3.-4: Revised requirements, including the acreage threshold for designating a rural land stewardship area.</p> <p>(11)(d)6.j.: Provided that transferable rural land use credits may be assigned at different ratios according to the natural resource or other beneficial use characteristics of the land.</p> <p>(11)(e): Provided legislative findings regarding mixed-use, high-density urban infill and redevelopment projects; requires the state land planning agency to provide technical assistance to local governments.</p> <p>(11)(f): Provided legislative findings regarding a program for the transfer of development rights and urban infill and redevelopment; requires the state land planning agency to provide technical assistance to local governments.</p>	X	
Section 163.31771 [new]	<p>(1) : Provided legislative findings with respect to the shortage of affordable rentals in the state.</p> <p>(2) : Provided definitions.</p> <p>(3) : Authorized local governments to permit accessory dwelling units in areas zoned for single family residential use based upon certain findings.</p> <p>(4) An application for a building permit to construct an accessory dwelling unit must include an affidavit from the applicant, which attests that the unit will be rented at an affordable rate to a very-low-income, low-income, or moderate-income person or persons.</p>	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	(5) : Provided for certain accessory dwelling units to apply towards satisfying the affordable housing component of the housing element in a local government's comprehensive plan. (6) : Required the state land planning agency to report to the Legislature.		
Section 163.3184(1)(b)	Amended the definition of "in compliance" to add language referring to the Wekiva Parkway and Protection Act.	X	
Section 163.3187	(1)(m): Created to provide that amendments to address criteria or compatibility of land uses adjacent to or in close proximity to military installations do not count toward the limitation on frequency of amending comprehensive plans. (1)(n): Created to provide that amendments to establish or implement a rural land stewardship area do not count toward the limitation on frequency of amending comprehensive plans.	X	
Section 163.3191(2)(n)	Created to provide that evaluation and appraisal reports evaluate whether criteria in the land use element were successful in achieving land use compatibility with military installations.	X	
2005			
Section 163.3164(32) [New]	Added the definition of "financial feasibility."		Procedural
Section 163.3177	(2): Required comprehensive plans to be "financially" rather than "economically" feasible. (3)(a)5.: Required the comprehensive plan to include a 5-year schedule of capital improvements. Outside funding (funding from a developer, other government or funding pursuant to referendum) of these capital improvements must be guaranteed in the form of a development agreement or interlocal agreement. (3)(a)6.b.1.: Required a plan amendment for the annual update of the schedule of capital improvements. Deleted a provision allowing updates and change in the date of construction to be accomplished by ordinance. (3)(a)6.c.: Added oversight and penalty provision for failure to adhere to this section's capital improvements requirements. (3)(a)6.d.: Required a long-term capital improvement schedule if the local government has adopted a long-term concurrency management system. (6)(a): Deleted date (October 1, 1999) by which school sitting requirements must be adopted.	ACTION ITEM	(2): Intergovernmental Coordination Element Objective 1.1, Policy 1.1.212 3(a)(5):5-year schedule of Capital Improvements needs to be updated

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	<p>(6)(a): Requires the future land use element to be based upon the availability of water supplies (in addition to public water facilities).</p> <p>(6)(a): Add requirement that future land use element of coastal counties must encourage the preservation of working waterfronts, as defined in section 342.07, Florida Statutes.</p> <p>(6)(c): Required the potable water element to be updated within 18 months of an updated regional water supply plan to incorporate the alternative water supply projects and traditional water supply projects and conservation and reuse selected by the local government to meet its projected water supply needs. The ten-year water supply work plan must include public, private and regional water supply facilities, including development of alternative water supplies. Such amendments do not count toward the limitation on the frequency of adoption of amendments.</p> <p>(6)(e): Added waterways to resources addressed by the recreation and open space element.</p> <p>(6)(h)1.: The intergovernmental coordination element must address coordination with regional water supply authorities.</p> <p>(11)(d)4.c.: Required rural land stewardship areas to address affordable housing.</p> <p>(11)(d)5.: Required a listed species survey be performed on rural land stewardship receiving area. If any listed species present, must ensure adequate provisions to protect them.</p> <p>(11)(d)6.: Must enact an ordinance establishing a methodology for creation, conveyance, and use of stewardship credits within a rural land stewardship area.</p> <p>(11)(d)6.j.: Revised to allow open space and agricultural land to be just as important as environmentally sensitive land when assigning stewardship credits.</p> <p>(12): Must adopt public school facilities element.</p> <p>(12)(a) and (b): A waiver from providing this element will be allowed under certain circumstances.</p> <p>(12)(g): Expanded list of items to be to include collocation, location of schools proximate to residential areas, and use of schools as emergency shelters.</p> <p>(12)(h): Required local governments to provide maps depicting the general location of new schools and school improvements within future conditions maps.</p>		<p>6(a): Future Land Use Element Policy 1.4.6</p> <p>6(c): Intergovernmental Coordination Element Policy 1.1.5</p> <p>6(h): Intergovernmental Coordination Element Policy 1.1.4</p> <p>12(h): Public Schools Facilities Element Figure 1D, needs to be updated</p>

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	<p>(12)(i): Required the state land planning agency to establish a schedule for adoption of the public school facilities element.</p> <p>(12)(j): Established penalty for failure to adopt a public school facility element.</p> <p>(13) : (New section) Encourages local governments to develop a "community vision" that provides for sustainable growth, recognizes its fiscal constraints, and protects its natural resources.</p> <p>(14) : (New section) Encourages local governments to develop an "urban service boundary" that ensures the area is served (or will be served) with adequate public facilities and services over the next 10 years. See section 163.3184(17).</p>		
Section 163.31776 [Repealed]	Section 163.31776 is repealed.	Repealed	
Section 163.31777	<p>(2): Required the public schools interlocal agreement (if applicable) to address requirements for school concurrency. The opt-out provision at the end of subsection (2) is deleted.</p> <p>(5): Required Palm Beach County to identify, as part of its evaluation and appraisal report, changes needed in its public school element necessary to conform to the new 2005 public school facilities element requirements.</p> <p>(7): Provided that a county exempted from public school facilities element shall undergo re-evaluation as part of its evaluation and appraisal report to determine if it continues to meet the exemption criteria.</p>		Public School Facilities Element Objective 1.2
Section 163.3178	(2)(g): Expands requirement of coastal element to include strategies that will be used to preserve recreational and commercial working waterfronts, as defined in section 342.07, Florida Statutes.	X	
Section 163.3180	<p>(1)(a): Added "schools" as a required concurrency item.</p> <p>(2)(a): Required consultation with water supplier prior to issuing building permit to ensure "adequate water supplies" to serve new development will be available by the date of issuance of a certificate of occupancy.</p> <p>(2)(c): Required all transportation facilities to be in place or under construction within 3 years (rather than 5 years) after approval of building permit.</p> <p>(4)(c): The concurrency requirement, except as it relates to transportation and public schools, may be waived in urban infill and redevelopment areas. The waiver shall be adopted as a plan amendment. A local government may grant a concurrency exception</p>	ACTION ITEM	<p>(1)(a) Public School Facilities Element, Objective 1.1, Policy 1.1.5</p> <p>(2)(a) Capital Improvement Element, Objective 1.2, Policy 1.2.5</p> <p>(2)(c) Future Land Use Element, Objective 1.1, Policy 1.1.4,</p>

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	<p>pursuant to subsection (5) for transportation facilities located within an urban infill and redevelopment area.</p> <p>(5)(d): Required guidelines for granting concurrency exceptions to be included in the comprehensive plan.</p> <p>(5)(e) – (g): If local government has established transportation exceptions, the guidelines for implementing the exceptions must be “consistent with and support a comprehensive strategy, and promote the purpose of the exceptions.” Exception areas must include mobility strategies, such as alternate modes of transportation, supported by data and analysis. The Florida Department of Transportation must be consulted prior to designating a transportation concurrency exception area. Transportation concurrency exception areas existing prior to July 1, 2005 must meet these requirements by July 1, 2006, or when the evaluation and appraisal-based amendments are adopted, whichever occurs last.</p> <p>(6) : Required local government to maintain records to determine whether 110 percent de minimis transportation impact threshold is reached. A summary of these records must be submitted with the annual capital improvements element update. Exceeding the 110 percent threshold dissolves the de minimis exceptions.</p> <p>(7) : Required consultation with the Department of Transportation prior to designating a transportation concurrency management area (to promote infill development) to ensure adequate level-of-service standards are in place. The local government and the Florida Department of Transportation should work together to mitigate any impacts to the Strategic Intermodal System.</p> <p>(9)(a): Allowed adoption of a long-term concurrency management system for schools.</p> <p>(9)(c): (New section) Allowed local governments to issue approvals to commence construction notwithstanding section 163.3180 in areas subject to a long-term concurrency management system.</p> <p>(9)(d): (New section) Required evaluation in Evaluation and Appraisal Report of progress in improving levels of service coordination element.</p> <p>(10): Added requirement that level of service coordination element standard for roadway facilities on the Strategic Intermodal System must be consistent with Florida Department of Transportation standards. Standards must consider compatibility with adjacent jurisdictions.</p> <p>(13): Required school concurrency (not optional).</p>		<p>5(d) addressed by Interlocal agreement. Review.</p> <p>9(d) Addressed by interlocal agreement. Review.</p> <p>(13) Intergovernmental Coordination Element, Policy 1.1.21</p>

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	<p>(13)(c)1: Requires school concurrency after five years to be applied on a "less than districtwide basis" (i.e., by using school attendance zones, etc).</p> <p>(13)(c)2: Eliminated exemption from plan amendment adoption limitation for changes to service area boundaries.</p> <p>(13)(c)3.: No application for development approval may be denied if a less-than districtwide measurement of school concurrency is used; however the development impacts must to shifted to contiguous service areas with school capacity.</p> <p>(13)(e): Allowed school concurrency to be satisfied if a developer executes a legally binding commitment to provide mitigation proportionate to the demand.</p> <p>(13)(e)1: Enumerated mitigation options for achieving proportionate-share mitigation.</p> <p>(13)(e)2.: If educational facilities funded in one of the two following ways, the local government must credit this amount toward any impact fee or exaction imposed on the community: contribution of land construction, expansion, or payment for land acquisition</p> <p>(13)(g)2.: (Section deleted) – It is no longer required that a local government and school board base their plans on consistent population projection and share information regarding planned public school facilities, development and redevelopment and infrastructure needs of public school facilities. However, see (13)(g)6.a. for similar requirement.</p> <p>(13)(g)6.a: [Formerly (13)(g)7.a.] Local governments must establish a uniform procedure for determining if development applications are in compliance with school concurrency.</p> <p>(13)(g)7. [Formerly (13)(g)8.]: Deleted language that allowed local government to terminate or suspend an interlocal agreement with the school board.</p> <p>(13)(h): (New provision) The fact that school concurrency has not yet been implemented by a local government should not be the basis for either an approval or denial of a development permit.</p> <p>(15): Prior to adopting Multimodal Transportation Districts, FDOT must be consulted to assess the impact on level of service coordination element standards. If impacts are found, the local government and the FDOT must work together to mitigate those impacts. Multimodal districts</p>		<p>13(e) Public School Facilities Element, Policy 1.2.4</p> <p>13(e)(2) Public School Facilities Element, Policy 1.2.4</p>

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	<p>established prior to July 1, 2005 must meet this requirement by July 1, 2006 or at the time of the EAR-base amendment, whichever occurs last.</p> <p>(16): (New section) Required local governments to adopt a method for assessing proportionate fair-share mitigation options by December 1, 2006. Required the Florida Department of Transportation to develop a model ordinance by December 1, 2005.</p>		(16): PUBLIC SCHOOL FACILITIES ELEMENT Policy 1.2.4.
Section 163.3184 [New]	<p>(17) : (New section) If local government has adopted a community vision and urban service boundary, state and regional agency review is eliminated for plan amendments affecting property within the urban service boundary. Such amendments are exempt from the limitation on the frequency of plan amendments.</p> <p>(18) : (New section) If a municipality has adopted an urban infill and redevelopment area, state and regional agency review is eliminated for plan amendments affecting property within the urban service boundary. Such amendments are exempt from the limitation on the frequency of plan amendments.</p>	X	
Section 163.3187	<p>(1)(c)1.f.: Allowed approval of residential land use as a small-scale development amendment when the proposed density is equal to or less than the existing future land use category. Under certain circumstances, affordable housing units are exempt from this limitation.</p> <p>(1)(c)4.: (New provision) If the small-scale development amendment involves a rural area of critical economic concern, a 20-acre limit applies.</p> <p>(1)(o): (New provision) An amendment to a rural area of critical economic concern may be approved without regard to the statutory limit on comprehensive plan amendments.</p>	X	
Section 163.3191	<p>(2)(k): Required local governments that do not have either a school interlocal agreement or a public school facilities element, to determine in the Evaluation and Appraisal Report whether the local government continues to meet the exemption criteria in section 163.3177(12).</p> <p>(2)(l): The Evaluation and Appraisal Report must determine whether the local government has been successful in identifying alternative water supply projects, including conservation and reuse, needed to meet projected demand. Also, the Report must identify the degree to which the local government has implemented its 10-year water supply work plan.</p> <p>(2)(o): (New provision) The Evaluation and Appraisal Report must evaluate whether any Multimodal Transportation District has achieved the purpose for which it was created.</p> <p>(2)(p): (New provision) The</p>	ACTION ITEM	To be Addressed with updates to the Water Supply Plan.

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	Evaluation and Appraisal Report must assess methodology for impacts on transportation facilities. (10): The Evaluation and Appraisal Report -based amendment must be adopted within a single amendment cycle. Failure to adopt within this cycle results in penalties. Once updated, the comprehensive plan must be submitted to the state land planning agency.		
Section 163.3246 [New]	(10) New section designating Freeport as a certified community.(11) New section exempting proposed DRIs within Freeport from review under section 380.06, Florida Statutes, unless review is requested by the local government.	X	
2006			
Section 163.3162(5) [New]	Establishes plan amendment procedures for agricultural enclaves as defined in section 163.3164(33), Florida Statutes. Chapter 2006-255, Laws of Florida.	X	
Section 163.3164(33) [New]	Defines agricultural enclave. Chapter 2006-255, Laws of Florida.	X	
Section 163.3177(6)(g)2. [New]	(6)(g)2.: Adds new paragraph encouraging local governments with a coastal management element to adopt recreational surface water use policies; such adoption amendment is exempt from the twice per year limitation on the frequency of plan amendment adoptions. Chapter 2006-220, Laws of Florida.	X	
Section 163.3177(11)(d)6.	Allows the effect of a proposed receiving area to be considered when projecting the 25- year or greater population with a rural land stewardship area. Chapter 2006-220, Laws of Florida.	X	
Section 163.3177(1), (2) and (4)	Recognizes “extremely-low-income persons” as another income groups whose housing needs might be addressed by accessory dwelling units and defines such persons consistent with section 420.0004(8), Florida Statutes. Chapter 2006-69, Laws of Florida.	X	
Section 163.3178(2)(d)	Assigns to the Division of Emergency Management the responsibility of ensuring the preparation of updated regional hurricane evacuation plans. Chapter 2006-68, Laws of Florida.		Future Land Use Element Objective 1.6
Section 163.3178(2)(h)	Changes the definition of the Coastal High Hazard Area to be the area below the elevation of the category 1 storm surge line as established by the SLOSH model. Chapter 2006-68, Laws of Florida.	X	
Section 163.3178(9)(a) [New]	Adds a new section allowing a local government to comprehensively with the requirement that its comprehensive plan direct population concentrations away from the Coastal High Hazard Area and maintains or reduces hurricane evacuation times by maintaining an adopted level	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	of service standard for out-of-county hurricane evacuation for a category 5 storm, by maintaining a 12-hour hurricane evacuation time or by providing mitigation that satisfies these two requirements. Chapter 2006-68, Laws of Florida.		
Section 163.3178(9)(b)	Adds a new section establishing a level of service for out-of-county hurricane evacuation of no greater than 16 hours for a category 5 storm for any local government that wishes to follow the process in section 163.3178(9)(a) but has not established such a level of service by July 1, 2008. Chapter 2006-68, Laws of Florida.	X	
Section 163.3178(2)(c)	Requires local governments to amend their Future Land Use Map and coastal management element to include the new definition of the Coastal High Hazard Area, and to depict the Coastal High Hazard Area on the Map by July 1, 2008. Chapter 2006-68, Laws of Florida.	X	
Section 163.3180(2)(a)	Allows the sanitary sewer concurrency requirement to be met by onsite sewage treatment and disposal systems approved by the Department of Health. Chapter 2006- 252, Laws of Florida.		Procedural
Section 163.3180(12)(a)	Changes section 380.0651(3)(i) to section 380.0651(3)(h) as the citation for the standards a multiuse development of regional impact must meet or exceed. Chapter 2006-220, Laws of Florida.	X	
Section 163.3187(1)(c)1.f.	Deletes use of extended use agreement as part of the definition of small scale amendment. Chapter 2006-69, Laws of Florida.	X	
Section 163.3208 [New]	Creates a new section related to electric distribution substations; establishes criteria addressing land use compatibility of substations; requires local governments to permit substations in all future land use map categories (except preservation, conservation or historic preservation); establishes compatibility standards to be used if a local government has not established such standards; establishes procedures for the review of applications for the location of a new substation; allows local governments to enact reasonable setback and landscape buffer standards for substations. Chapter 2006-268, Laws of Florida.	ACTION ITEM	Addressed in Future Land Use Element. Procedural aspects should be addressed in Land Development Regulations.
Section 163.3209 [New]	Creates a new section preventing a local government from requiring for a permit or other approval vegetation maintenance and tree pruning or trimming within an established electric transmission and distribution line right-of-way. Chapter 2006-268, Laws of Florida.		Procedural
New	Community Workforce Housing Innovation Pilot Program; created by Chapter 2006-69, section 27, Laws of Florida. Establishes a special, expedited adoption process for any plan amendment that implements a pilot program project.	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
New	Affordable housing land donation density incentive bonus; created by Chapter 2006-69, section 28, Laws of Florida. Allows a density bonus for land donated to a local government to provide affordable housing; requires adoption of a plan amendment for any such land; such amendment may be adopted as a small-scale amendment; such amendment is exempt from the twice per year limitation on the frequency of plan amendment adoptions.	X	
2007			
Section 163.3164	(26) Expands the definition of "urban redevelopment" to include a community redevelopment area. Chapter 2007-204, Laws of Florida. (32) Revises the definition of "financial feasibility" to clarify that the plan is financially feasible for transportation and schools if level of service standards are achieved and maintained by the end of the planning period even if in a particular year such standards are not achieved; deletes the provision that level of service standards need not be maintained if the proportionate fair share process in sections 163.3180(12) and (16), Florida Statutes, is used. Chapter 2007-204, Laws of Florida.		Procedural
Section 163.3177	(2) Provides that financial feasibility is determined using a five-year period (except in the case of long-term transportation or school concurrency management, in which case a 10 or 15-year period applies). Chapter 2007-204, Laws of Florida. (3)(a)6. Revises the citation to the Metropolitan Planning Organization's Transportation Improvement Program and long-range transportation plan. Chapter 2007-196, Laws of Florida. (3)(b)1. Requires an annual update to the Five-Year Schedule of Capital Improvements to be submitted by December 1, 2008 and yearly thereafter. If this date is missed, no amendments are allowed until the update is adopted. Chapter 2007-204, Laws of Florida. (3)(c) Deletes the requirement that the state land planning agency must notify the Administration Commission if an annual update to the capital improvements element is found not in compliance (retained is the requirement that notification must take place if the annual update is not adopted). Chapter 2007-204, Laws of Florida. (3)(e) Provides that a comprehensive plan as revised by an amendment to the future land use map is financially feasible if it is supported by (1) a condition in a development order for a development of regional impact or binding agreement that addresses proportionate share mitigation consistent with section 163.3180(12), Florida Statutes, or (2) a binding	ACTION ITEM	(3)(b)(1): Update required; Five-Year Schedule of Capital Improvements last updated for 2012-2017. Need latest version.

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	<p>agreement addressing proportionate fair-share mitigation consistent with section 163.3180(16)(f), Florida Statutes, and the property is located in an urban infill, urban redevelopment, downtown revitalization, urban infill and redevelopment or urban service area. Chapter 2007-204, Laws of Florida.</p> <p>(6)(f)1.d. Revises the housing element requirements to ensure adequate sites for affordable workforce housing within certain counties. Chapter 2007-198, Laws of Florida.</p> <p>(6)h. and i. Requires certain counties to adopt a plan for ensuring affordable workforce housing by July 1, 2008 and provides a penalty if this date is missed. Chapter 2007-198,Laws of Florida.</p>		<p>(6)(f)1.d.: Future Land Use Element, Policy 1.9.1</p> <p>(6)h & i: Housing Element , Goal 1</p>
Section 163.3180	<p>(4)(b) Expands transportation concurrency exceptions to include airport facilities. Chapter 2007-204, Laws of Florida.</p> <p>(5)(b)5 Adds specifically designated urban service areas to the list of transportation concurrency exception areas. Chapter 2007-204, Laws of Florida.</p> <p>(5)(f) Requires consultation with the state land planning agency regarding mitigation of impacts on Strategic Intermodal System facilities prior to establishing a concurrency exception area. Chapter 2007-204, Laws of Florida.</p> <p>(12) and (12)(a) Deletes the requirement that the comprehensive plan must authorize a development of regional impact to satisfy concurrency under certain conditions. Also, deletes the requirement that the development of regional impact must include a residential component to satisfy concurrency under the conditions listed. Chapter 2007-204, Laws of Florida.</p> <p>(12)(d) Clarifies that any proportionate-share mitigation by development of regional impact, Florida Quality Development and specific area plan implementing an optional sector plan is not responsible for reducing or eliminating backlogs. Chapter 2007-204,Laws of Florida.</p> <p>(13)(e)4. A development precluded from commencing because of school concurrency may nevertheless commence if certain conditions are met. Chapter 2007-204, Laws of Florida.</p> <p>(16)(c) and (f) Allows proportionate fair-share mitigation to be directed to one or more specific transportation improvement. Clarifies that such mitigation is not to be used to address backlogs. Chapter 2007-204, Laws of Florida.</p>	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	(17) Allows an exempt from concurrency for certain workforce housing developed consistent with section 380.061(9) and section 380.0651(3). Chapter 2007-198, Laws of Florida.		
163.3182 [New]	Allows a local government to establish a transportation concurrency backlog authority to address deficiencies where existing traffic volume exceeds the adopted level of service standard. Defines the powers of the authority to include tax increment financing and requires the preparation of transportation concurrency backlog plans. Chapters 2007-196 and 2007-198, Laws of Florida.	X	
Section 163.3184(19) [New]	Allows plan amendments that address certain housing requirements to be expedited under certain circumstances. Chapter 2007-198, Laws of Florida.		Procedural
Section 163.3187(1)(p) [New]	Exempts any plan amendment that is consistent with the local housing incentive strategy consistent with section 420.9076 from the twice per year limitation on the frequency of adoption of plan amendments. Chapter 2007-198, Laws of Florida.		Procedural
Section 163.3191(14) [New]	Add an amendment to integrate a port master plan into the coastal management element as an exemption to the prohibition in sections 163.3191(10). Chapters 2007- 196 and 2007-204, Laws of Florida.	X	
Section 163.3229	Extends the duration of a development agreement from 10 to 20 years. Chapter 2007-204, Laws of Florida.		Procedural
Section 163.32465	Establishes an alternative state review process pilot program in Jacksonville/Duval, Miami, Tampa, Hialeah, Pinellas and Broward to encourage urban infill and redevelopment. Chapter 2007-204, Laws of Florida.	X	Procedural
Section 339.282 [New]	If a property owner contributes right-of-way and expands a state transportation facility, such contribution may be applied as a credit against any future transportation concurrency requirement. Chapter 2007-196, Laws of Florida.		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 420.5095(9)	Establishes an expedited plan amendment adoption process for amendments that implement the Community Workforce Housing Innovation Pilot Program and exempts such amendments from the twice per year limitation on the frequency of adoption of plan amendments. Chapter 2007-198, Laws of Florida.		Procedural
2008			
Section 163.3177(6)(a)	The future land use plan must discourage urban sprawl. Chapter 2008-191, Laws of Florida.		Future Land Use Element Objective 1.7
Section 163.3177(6)(a)	The future land use plan must be based upon energy-efficient land use patterns accounting for existing and future energy electric power generation and transmission systems. Chapter 2008-191, Laws of Florida.	Repealed	
Section 163.3177(6)(a)	The future land use plan must be based upon greenhouse gas reduction strategies. Chapter 2008-191, Laws of Florida.	Repealed	
Section 163.3177(6)(b)	The traffic circulation element must include transportation strategies to address reduction in greenhouse gas emissions. Chapter 2008-191, Laws of Florida.	Repealed	
Section 163.3177(6)(d)	The conservation element must include factors that affect energy conservation. Chapter 2008-191, Laws of Florida.	Repealed	
Section 163.3177(6)(d)	The future land use map series must depict energy conservation. Chapter 2008-191, Laws of Florida.	Repealed	
Section 163.3177(6)(f)1.h. and i.	The housing element must include standards, plans and principles to be followed in energy efficiency in the design and construction of new housing and in the use of renewable energy resources. Chapter 2008-191, Laws of Florida.	Repealed	
Section 163.3177(6)(j)	Local governments within a Metropolitan Planning Organization area must revise their transportation elements to include strategies to reduce greenhouse gas emissions. Chapter 2008-191, Laws of Florida.	Repealed	
Chapter 187, Florida Statutes	Various changes were made in the State Comprehensive Plan that address low-carbon emitting electric power plants. See Section 5 of Chapter 2008-227, Laws of Florida.	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
2009			
Section 163.3164(29)	Changes "Existing Urban service area" to "Urban service area" and revises the definition of such an area. Chapter 2009-96, section 2, Laws of Florida.	X	Procedural
Section 163.3164(34)	Adds definition of "Dense urban land area." Chapter 2009-96, section 2, Laws of Florida.	X	Procedural
Section 163.3177(3)(b)1.	Postpones from December 1, 2008 to December 1, 2011, the need for the annual update to the capital improvements element to be financially feasible. Chapter 2009- 96, section 3, Laws of Florida.	Repealed	
Section 163.3177(6)(a)	Requires the future land use element to include by June 30, 2012, criteria that will be used to achieve compatibility of lands near public use airports. For military installations, the date is changed from June 30, 2006, to June 30, 2012. Section 3, Chapter 2009-85, Laws of Florida.	Addressed	Future Land Use Policy 1.1.8 in conjunction with Transportation Element Objective 1.10

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3177(6)(h)1.b.	Requires the intergovernmental coordination element to recognize airport master plans. Chapter 2009-85, section 3, Laws of Florida.	Repealed	
Section 163.3177(6)(h)1.c.	Requires the intergovernmental coordination element to include a mandatory (rather than voluntary) dispute resolution process and requires use of the process prescribed in section 186.509, Florida Statutes, for this purpose. Chapter 2009-96, section 3, Laws of Florida.	ACTION ITEM	<p>Missing mandatory dispute resolution process in Intergovernmental Coordination Element</p> <p>PROPOSED LANGUAGE: Intergovernmental Coordination Element Policy 1.1.12: Dispute Resolution Process, The City of Miami Springs shall utilize the South Florida Regional Planning Council's dispute resolution process to resolve disputes or conflicts, on planning, growth management, related issues between other local governments. When the City's efforts fail to resolve a dispute with any local government, the City shall notify the Regional Planning Council in writing about the dispute, requesting the Council's mediation. The City shall also notify the local government that the City has requested mediation assistance from the South Florida t Regional Planning Council.</p>
Section 163.3177(6)(h)1.d.	Requires the intergovernmental coordination element to provide for interlocal agreements pursuant to section 333.03(1)(b), Florida Statutes, between adjacent local governments regarding airport zoning regulations. Chapter 2009-85, section 3, Laws of Florida.	Repealed	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3177(15)(a) [New]	Defines "rural agricultural industrial center" and provides for their expansion through the plan amendment process. Chapter 2009-154, section 1, Laws of Florida.	X	
Section 163.3180(5)(b)2.	Allows a municipality that is not a dense urban land area to amend its comprehensive plan to designate certain areas as transportation concurrency exception areas. Chapter 2009-96, section 4, Laws of Florida.	X	Procedural
Section 163.3180(5)(b)3.	Allows a county that is not a dense urban land area to amend its comprehensive plan to designate certain areas as transportation concurrency exception areas. Chapter 2009- 96, section 4, Laws of Florida.	X	
Section 163.3180(5)(b)4.	Requires local governments with state identified transportation concurrency exception areas to adopt land use and transportation strategies to support and fund mobility within such areas. Chapter 2009-96, section 4, Laws of Florida.	X	
Section 163.3180(10)	Except in transportation concurrency exception areas, local governments must adopt the level-of-service established by the Florida Department of Transportation for roadway facilities on the Strategic Intermodal System. Chapter 2009-96, section 4, Laws of Florida.		Transportation Element Objective 1.11, Policy 1.11.1

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3180(12)(b) & (16)(i)	Defines a "backlogged transportation facility" to be one on which the adopted level-of service is exceeded by existing trips, plus additional projected background trips. Chapter 2009-85, section 5, Laws of Florida.		Procedural
2010			
	Deletes section 163.31771(6), Florida Statutes (obsolete language that addressed an accessory dwelling unit report); no substantive comprehensive planning requirement impact. Section 16, Chapter 2010-5, Laws of Florida.		Procedural
	Chapter 2010-102, Laws of Florida, makes several minor changes which do not affect substantive comprehensive planning requirements: <ul style="list-style-type: none"> • Section 163.2526, Florida Statutes: repealed • Section 163.3167(2), Florida Statutes: obsolete language deleted • Section 163.3177(6)(h), Florida Statutes: minor wording changes • Section 163.3177(10)(k), Florida Statutes: minor wording changes • Section 163.3178(6), Florida Statutes: obsolete language deleted • Section 163.2511(1), Florida Statutes: minor wording changes • Section 163.2514, Florida Statutes: minor wording changes • Section 163.3202, Florida Statutes: minor wording changes 	X	Procedural
Section 163.3167(13) Section 163.3177(4)(a) Section 163.3177(6)(c), (d) and (h), Section 163.3191(2)(l),	Chapter 2010-205, Laws of Florida, makes several minor wording changes Chapter 163, Part II, Florida Statutes, which do not affect substantive comprehensive planning requirements		Procedural
	Chapter 2010-209, Laws of Florida, makes a minor wording change in section 163.2523, Florida Statutes, which does not affect substantive comprehensive planning requirements.		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.31777(1)(a) and (3)(a)	Deleted the phrase "SMART Schools Clearinghouse". Chapter 2010-70, section 11, Laws of Florida.		Procedural
Section 163.3175(2)	Revises section 163.3175, Florida Statutes, to list the 14 military installations and 43 local governments affected by special coordination and communication requirements. Section 1, Chapter 2010-182, Laws of Florida.		Procedural
Section 163.3177(6)(a)	Revises section 163.3177(6)(a), Florida Statutes, to specify that the 43 local governments listed in section 163.3175(2), Florida Statutes, must consider the factors listed in section 163.3175(5), Florida Statutes, when considering the compatibility of land uses proximate to military installations. Chapter 2010-182, section 2, Laws of Florida.	X	
Section 163.3180(4)(b)	Revised section 163.3180(4)(b), Florida Statutes, to define hangars for the assembly, manufacture, maintenance or storage of aircraft as public transit facilities. Chapter 2010-33, section 1, Laws of Florida.		Procedural
2011			
Section 163.2517(4)	Deletes the exemption for plan amendments to designate an urban infill and redevelopment area from the twice per year amendment limitation of Section 163.3187.		Procedural
Section 163.3161(1)	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act."		Procedural
Section 163.3161(2)	Expresses the purpose of the act, changing "control" future development to "manage" future development "consistent with the proper role of local government."		Procedural
Section 163.3161(3) [New]	States the intent of the act is to focus the state role in managing growth to protect the functions of important state resources and facilities.		Procedural
Section 163.3161(10)	Modifies the intent of the legislature with respect to how comprehensive plans and amendments affect property rights.		Procedural
Section 163.3161(11) [New]	Expresses legislative intent to recognize and protect agriculture, tourism, and military presence as being the state's traditional economic base.		Procedural
Section 163.3161(12) [New]	Expresses legislative intent to not require local government plans that have been found to be in compliance to adopt amendments implementing the new statutory requirements until the evaluation and appraisal period provided in section 163.3191.		Procedural
Section 163.3162(4)	Modifies the provisions for agricultural lands and practices to state that a plan amendment for an agricultural enclave is presumed not to be urban sprawl as defined in section 163.3164.	X	
Section 163.3164	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act" and sets forth		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	new and modified definitions, many of which were included in repealed Rule 9J-5.003, Florida Administrative Code.		
Section 163.3164(1) [New]	Establishes definition for "adaptation action"		Procedural
Section 163.3164(3) [previously in Rule Chapter 9J-5]	Establishes definition for "affordable housing" [same meaning as in Section 420.0004(3)].		Procedural
Section 163.3164(5) [New]	Establishes definition of "antiquated subdivision."		Procedural
Section 163.3164(7) [previously in Rule Chapter 9J-5]	Establishes definition of "capital improvement."		Procedural
Section 163.3164(9) [previously in Rule Chapter 9J-5]	Establishes definition of "compatibility."		Procedural
Section 163.3164(11) [previously in Rule Chapter 9J-5]	Establishes definition of "deepwater ports."		Procedural
Section 163.3164(12) [previously in Rule Chapter 9J-5]	Establishes definition of "density."		Procedural
Section 163.3164(18) [previously in Rule Chapter 9J-5]	Establishes definition of "flood prone areas."		Procedural
Section 163.3164(19) [previously in Rule Chapter 9J-5]	Establishes definition of "goal."		Procedural
Section 163.3164(22) [previously in Rule Chapter 9J-5]	Establishes definition of "intensity."		Procedural
Section 163.3164(23) [New]	Establishes definition of "internal trip capture."		Procedural
Section 163.3164(28) [previously in Rule Chapter 9J-5]	Establishes definition of "level of service."		Procedural
Section 163.3164(32) [Deleted]	Deletes definition of "financial feasibility."		Procedural
Section 163.3164(32) [previously in Rule Chapter 9J-5]	Establishes definition of "new town."		Procedural
Section 163.3164(33) [previously in Rule Chapter 9J-5]	Establishes definition of "objective."		Procedural
Section 163.3164(34) [Deleted]	Deletes definition of "dense urban land areas."		Procedural
Section 163.3164(36) [previously in Rule Chapter 9J-5]	Establishes definition of "policy."		Procedural
Section 163.3164(38)	Amends the definition of "public facilities" to delete health systems and spoil disposal sites for maintenance dredging located in intracoastal waterways (except sites owned by ports).		Procedural
Section 163.3164(40)	Changes definition of "regional planning agency" to "the council created pursuant to chapter 186."		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3164(41) [previously in Rule Chapter 9J-5]	Establishes definition of "seasonal population."		Procedural
Section 163.3164(42)	Changes definition of "optional sector plan" to "sector plan" and clarifies the purpose of a sector plan. The term includes an optional sector plan that was adopted before the effective date of the act.		Procedural
Section 163.3164(45) [previously in Rule Chapter 9J-5]	Establishes definition of "suitability."		Procedural
Section 163.3164(46) [New]	Establishes definition of "transit-oriented development."		Procedural
Section 163.3164(50)	Clarifies the definition of "urban service area" to delete the term "built-up" and to include any areas identified in the comprehensive plan as urban service areas, regardless of local government limitation.		Procedural
Section 163.3164(51) [replaces definition previously in Rule Chapter 9J-5]	Establishes new definition of "urban sprawl."		Procedural
Section 163.3167(2)	Modifies requirements for maintaining comprehensive plan, deleting the reference to section 163.3184 and the requirement that proposed plan amendments be submitted to the state land planning agency.		Procedural
Section 163.3167(3) and (6) [Deleted]	Deletes provisions for regional planning agency adoption of plan amendments for elements and amendments not prepared by a local government.		Procedural
Section 163.3167(7) [Deleted]	Deletes provisions for local government challenge of costs associated with preparing a comprehensive plan and related state land planning agency action.		Procedural
Section 163.3167(11) [Deleted]	Deletes provisions for encouraging each local government to articulate a vision of its future physical appearance and qualities of its community.		Procedural
Section 163.3168(1) – (4) [New]	Establishes provisions for "planning innovations and technical assistance" and clarifies the roles of the state land planning agency and all other appropriate state and regional agencies in the process. Requires, upon request by the local government, that the state land planning agency coordinate multi-agency assistance on plan amendments that may adversely impact important state resources or facilities. Requires the state land planning agency to provide on its website guidance on the submittal and adoption of comprehensive plans, amendments and land development regulations, prohibiting such guidance from being adopted by rule and exempting such guidance from section 120.54(1)(a).		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3171(4)	Modifies areas of authority under this act with respect to joint agreements and intergovernmental coordination between cities and counties and planning in advance of jurisdictional changes.		Procedural
Section 163.3175(5)(d) and (6)	Modifies military base compatibility provisions to not require that commanding officer comments, underlying studies, and reports be binding on the local government. Requires the affected local government to be sensitive to private property rights and not be unduly restrictive on those rights in considering the comments provided by the commanding officer or designee.	X	
Section 163.3175(9)	Modified to require that any local government comprehensive plan that has been amended to address military compatibility requirements after 2004 and was found in compliance be deemed in compliance until the local government conducts its evaluation and appraisal review pursuant to section 163.3191 and determines that amendments are necessary.		Procedural
Section 163.3177(1)	<p>Modified to include significant portions of repealed Rules 9J-5.001 and 9J-5.005, Florida Administrative Code, with respect to the principles, guidelines, standards and strategies to be set forth in required and optional elements of the comprehensive plan and requirements for basing these elements on relevant, appropriate and professionally accepted data.</p> <p>Provides that the plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations.</p> <p>Provides for adoption of documents by reference.</p> <p>Requires that plan amendments be based on relevant and appropriate data taken from professionally accepted sources and an analysis by the local government.</p> <p>Provides that the comprehensive plan shall be based upon permanent and seasonal population estimates and projections.</p>	ACTION ITEM	<p>Future Land Use Element</p> <p>Population projections for 2045 has been reviewed against adopted land use density. Adopted land use density provides for additional residences for 2000 persons above the projected 2045 population.</p>
Section 163.3177(2)	Deletes financial feasibility requirements.	ACTION ITEM	<p>Future Land Use Element</p> <p>Optional below:</p> <p>Objective 1.10: Decisions regarding the location, extent and intensity of future land use will be based upon the physical and financial feasibility of providing all urbanized areas with services at levels</p>

Legislative Change	Description	Not Applicable	Addressed Where?/How?
			of service (LOS) which meet or exceed the minimum standards adopted in the Capital Improvements Element.
Section 163.3177(3)(a)4	<p>Modifies provisions for preparing the capital improvements element to require the schedule to cover a 5-year period and identify whether projects are either funded or unfunded and given a level of priority for funding. Deletes requirements for financial feasibility.</p> <p>Deletes the requirement that the element include standards for the management of debt.</p>	ACTION ITEM	<p>Capital Improvements Element Amendments to include current 5-year planning period (pg. 60) Optional: Delete Policy 1.1.2 regarding Debt</p> <p>Policy 1.1.2: The City shall prudently limit the amount of debt it assumes for capital improvements or other purposes. At a minimum, the City shall not assume debt obligations which would result in the City exceeding the debt ratios established by state law and City Charter.</p> <p>Intergovernmental Coordination Element - Optional Policy 1.1.21: Delete financially feasible requirement</p> <p>Policy 1.1.21 The City shall coordinate its planning and permitting processes with Miami-Dade County, Miami-Dade County Public Schools, and other parties of the Interlocal Agreement consistent with the procedures established within the Interlocal Agreement as follows: 1. Review and update of the annual Public Schools Work Program, containing the financially feasible schedule of capital improvements for school facilities needed to achieve and maintain the adopted level of service standards in all concurrency service areas (CSAs) and/or districtwide</p>
Section 163.3177(3)(b)	Modifies requirements for local government annual review of capital improvements element to no longer require transmittal of the adopted amendment to the state land planning agency and deletes provisions related to sanctions by the Administration Commission, adoption of long-term concurrency management systems and financial feasibility.		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	Deletes the requirement that the annual 5-year capital improvements schedule be updated annually pursuant to a plan amendment; provides that the 5-year capital improvements schedule may be updated by separate ordinance and may not be deemed an amendment to the local comprehensive plan.		
Section 163.3177(4)(a)	Deletes the requirement that the local comprehensive plan be coordinated with the state comprehensive plan.		Procedural
Section 163.3177(5)(a)	Modifies planning period requirements, allowing additional planning periods for specific components, elements, land use amendments, or projects as part of the planning process.		Procedural
Section 163.3177(6)(a)	Modifies requirements for the future land use element to include guidance from repealed Rule 9J-5.006, Florida Administrative Code, relative to the general range of density or intensity of uses for gross land area and establishing a long term end toward which land use programs and activities are ultimately directed. Deletes requirement that the future land use element address the general distribution, location, and extent of land uses for public buildings and grounds.		Future Land Use Element Policy 1.1.8
Section 163.3177(6)(a)2 and 3	Modifies the standards on which future land use plan and plan amendments are based to include: permanent and seasonal population, compatibility, the need to modify land uses and development patterns within antiquated subdivisions, preservation of waterfronts, location of schools proximate to urban residential areas, and other considerations taken from repealed Rule 9J-5.006, Florida Administrative Code. Deletes requirement that the data on which comprehensive plans and plan amendments are based include data on energy-efficient land use patterns accounting for existing and future electric power generation and transmission systems and greenhouse gas reduction strategies.		Future Land Use Element Addressed through review of population projections and analysis
Section 163.3177(6)(a)4	Modifies requirements for the future land use element "to accommodate at least the minimum amount of land required to accommodate the medium projections of the University of Florida's Bureau of Economic and Business Research for at least a 10-year planning period unless otherwise limited." Provides that in the future land use element, the amount of land designated for future planned uses shall provide a balance of uses that foster vibrant, viable communities and economic development opportunities and address outdated development patterns, such as antiquated subdivisions.		Future Land Use Element Addressed in Policy 1.1.8

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	Deletes a requirement that the future land use element address future industrial uses in rural areas.		
Section 163.3177(6)(a)6	Deletes the requirement that in coastal counties, the future land use element must include regulatory incentives and criteria that encourage the preservation of recreational and commercial working waterfronts.	X	
Section 163.3177(6)(a)8 [New]	Establishes requirements for analyzing future land use map amendments based on portions of repealed Rule 9J-5.006, Florida Administrative Code.		Procedural
Section 163.3177(6)(a)9 and 10 [New]	Establishes requirements for the future land use element and map series, including with slight revisions to the primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl that were in repealed Rule 9J-5.006, Florida Administrative Code.		Procedural
Section 163.3177(6)(b)	Modifies requirements for the transportation element to include significant portions of repealed Rule 9J-5.019, Florida Administrative Code, addressing circulation of recreational traffic, including bicycle facilities, exercise trails, riding facilities, and airport master plans. Provides that the purpose of the transportation element is to plan for a multimodal transportation system that places emphasis on public transportation systems, where feasible.		Transportation Element Goal 1
Section 163.3177(6)(c)	Modifies requirements for the general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element to include guidance from portions of repealed Rule 9J-5.011, Florida Administrative Code, and deletes requirements for including a topographic map depicting any areas adopted by a water management district as prime groundwater recharge areas and addressing areas served by septic tanks.	Action Item	To be Addressed by Water Supply Plan.
Section 163.3177(6)(c)3	Modifies potable water supply planning requirements to remove the provision that "amendments to incorporate the work plan do not count toward the limitation on the frequency of adoption of amendments to the comprehensive plan."		Procedural
Section 163.3177(6)(d)1 and 2 [New]	Modifies requirements for the conservation element to include portions of repealed Rule 9J-5.013, Florida Administrative Code, to list the natural resources to be identified, analyzed and protected and toward which conservation principles, guidelines and standards are to be directed.		Conservation Element Policy 1.4.4
Section 163.3177(6)(d)3	Modifies requirements for analyzing current and projected water sources for a 10-year period to include consideration of demands for industrial, agricultural and potable water use and the quality and quantity of water available to meet these demands and the existing levels of conservation,		Infrastructure Element Goal 1

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	use and protection and policies of the regional water management district.		
Section 163.3177(6)(f)1 and 2	Provides requirements for the housing element to include guidelines, standards and strategies based on an inventory taken from the latest decennial United States Census or more recent estimates and various other considerations listed in repealed Rule 9J-5.010, Florida Administrative Code.		Housing Element Addressed in Objective 1.2 of the Housing Element
Section 163.3177(6)(f)2 [Deleted]	Deletes requirement for an affordable housing needs assessment conducted by the state land planning agency.	X	
Section 163.3177(6)(f)3 [New]	Based on repealed Rule 9J-5.010, Florida Administrative Code, sets forth new requirements for the creation and preservation of affordable housing, elimination of substandard housing conditions, providing for adequate sites and distribution for a range of incomes and types, and including programs for partnering, streamlined permitting, quality of housing, neighborhood stabilization, and improving historically significant housing.		Housing Element Goal 1
Section 163.3177(6)(g)	Modifies the objectives of the coastal management element and includes a new requirement for preserving historic and archaeological resources.	X	
Section 163.3177(6)(g)2 [Deleted]	Deletes provisions for local government adoption of recreational surface water use policies.	X	
Section 163.3177(6)(g)10 [New]	Sets forth an option for the local government to develop an adaptation action area designation for low-lying coastal zones experiencing coastal flooding due to extreme high tides and storm surge and that are vulnerable to the impacts of rising sea level.	X	
Section 163.3177(6)(h)1.b [Deleted]	Deletes requirement for the intergovernmental coordination element to provide for recognition of campus master plans and airport master plans.	X	Procedural
Section 163.3177(6)(h)3.a and b [New]	Modifies requirements for the intergovernmental coordination element to include portions of repealed Rule 9J-5.015, Florida Administrative Code, including coordinating and addressing impacts on adjacent municipalities and coordinating the establishment of level of service standards.	ACTION ITEM	Intergovernmental Coordination Element Coordination between adjacent municipalities addressed in Goal 1. However, missing language regarding coordination of LOS standards w/ adjacent jurisdictions. PROPOSED LANGUAGE: Policy 1.3.1: Miami Springs shall monitor changes to the adopted level-of-service standards of adjacent municipalities and jurisdictions, including City of Hialeah, Village of Virginia Gardens, and Miami-Dade County, and adjust its own level-of-service standards accordingly.

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3177(6)(h)3 and 4 [Deleted]	Deletes requirements in the intergovernmental coordination element for fostering coordination between special districts and local general purpose governments, submittal of public facilities report, execution of interlocal agreement with district school board, the county and nonexempt municipalities, and submittal of reports to the Florida Department of Community Affairs by counties with populations greater than 100,000.	X	Procedural
Section 163.3177(6)(i), (j), (k) [Deleted]	Deletes provisions for optional elements of the comprehensive plan, transportation and traffic circulation, airport compatibility and other requirements related to transportation corridors and reduction of greenhouse gas emissions specific to local governments within an urbanized area.		Procedural
Section 163.3177(6)(k) [Deleted]	Deletes provisions for airport master plans.		Procedural
Section 163.3177(7)(a)-(l) [Deleted]	Deletes provisions for additional plan elements, or portions or phases thereof, including an economic development element.	X	Procedural
Section 163.3177(8)-(14) [Deleted]	See prior table entries for description of deleted provisions.		Procedural
Section 163.3177(15)(a); Renumbered, Now: Section 163.3177(7)(a)	See Chapter 2011-139, Laws of Florida.	X	Procedural
Section 163.3177(7)(c)2	Modifies provisions for processing plan amendments for land located within a rural agricultural industrial center to presume that these amendments are not urban sprawl as defined in section 163.3164 and shall be considered within 90 days after any review	X	Procedural
Section 163.3177(1)(b)-(d) and (2)	Deletes requirements for submittal of public schools interlocal agreements to the state land planning agency based on an established schedule and other requirements involving the state land planning agency related to waivers and exemptions.		Procedural
Section 163.3177(3)(a)-(c) and (4)-(7) [Deleted]	Deletes requirements related to the submittal of comments from the Office of Educational Facilities on the interlocal agreement, challenges to the state land planning agency notice of intent, and other review process requirements.		Procedural
Section 163.3180(1)	Deletes parks and recreation, schools, and transportation from the list of public facilities and services subject to the concurrency requirement on a statewide basis.	X	Optional
Section 163.3180 (1)(a) and (b) [New]	Modifies concurrency requirements to include portions of repealed Rule 9J-5.0055, Florida Administrative Code, which relate to achieving and maintaining adopted levels of service for a 5-year period, and providing		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	for rescission of any optional concurrency provisions by plan amendment, which is not subject to state review.		
Section 163.3180(1)(b) [Deleted]	Deletes requirement that professionally accepted techniques be used for measuring levels of service for automobiles, bicycles, pedestrians, transit and trucks.		Procedural
Section 163.3180(2)(b) and (c) [Deleted]	Deletes requirement that parks and recreation facilities to serve new development are in place or under actual construction no later than one year after issuance of a certificate of occupancy or its functional equivalent.	X	Procedural
Section 163.3180(3)	Deletes provisions addressing governmental entities and establishment of binding level of service standards with respect to limiting the authority of any agency to recommend or make objections, recommendations, comments or determinations during reviews conducted under section 163.3184	X	
Section 163.3180(4)(b) and (c) [Deleted]	Deletes concurrency provisions specifically related to public transit facilities and urban infill and redevelopment areas.	X	
Section 163.3180(5)(a)-(h) [New]	Establishes concurrency provisions for transportation facilities, which include portions of repealed Rule 9J-5.0055, Florida Administrative Code. Sets forth requirements with respect to adopted level of service standards, including use of professionally accepted studies to evaluate levels of service, achieving and maintaining adopted levels of service standards, and including the projects needed to accomplish this in 5-year schedule of capital improvements. Requires coordination with adjacent local governments and setting forth the method to be used in calculating proportionate-share contribution. Defines the term "transportation deficiency."		Capital Improvements Element Policy 1.1.6
Section 163.3180(6)-(13) [Deleted]	See prior table entries for description of deleted provisions.	X	
Section 163.3180(6)(a) [New]	Sets forth concurrency provisions for public education, setting forth provisions for those local governments that apply concurrency to public education. If a county and one or more municipalities that represent at least 80 percent of the total countywide population have adopted school concurrency, the failure of one or more municipalities to adopt the concurrency and enter into the interlocal agreement does not preclude implementation of school concurrency within jurisdictions of the school district that have opted to implement concurrency.		Public Schools Facilities Element, Capital Improvements Element Policy 1.3.7
Section 163.3180(6)(f)1 and 2	Modifies school concurrency provisions to provide that adoption and application of school concurrency is optional.	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3180(d) [2014 cite: Section 163.3180(g)]	Modifies school concurrency provisions to remove requirement for financial feasibility and to require that facilities necessary to meet adopted levels of service during a 5-year period are to be identified and consistent with the school board's educational facilities plan.	ACTION ITEM	<p style="text-align: center;">Public Schools Facilities Element</p> <p>Policy 1.2.1: remove "financially feasible" language.</p> <p>Policy 1.2.1: The City shall amend its plan annually to adopt a new fifth year, updating the financially feasible public schools capital facilities program, coordinating the program with the 5-year school district facilities work plan, the plans of other local governments and as necessary, updates to the concurrency service area maps.</p>
Section 163.3180(h)1.a., b. and c. [New]	Modifies school concurrency provisions to allow a landowner to proceed with development of a specific parcel of land notwithstanding a failure of the development to satisfy school concurrency if certain factors are shown to exist, including adequate facilities are provided for in the capital improvements element and school board's educational facilities plan, demonstration that facilities needs can be reasonably provided, and the local government and school board have provided a means by which proportionate share is assessed.	X	
Section 163.3180(14)-(17) [Deleted]	See prior entries for description of deleted provisions.	X	
Section 163.3182 [Revised]	Changes "transportation concurrency backlogs" to "transportation deficiencies" and makes related modifications.	X	
Section 163.3182(2) [Revised]	Changes "creation of transportation concurrency backlog authorities" to "creation of transportation development authorities" and makes related modifications.	X	
Section 163.3182(4) [Revised]	Changes "powers of a transportation concurrency backlog authority" to "powers of a transportation development authority" and makes related modifications.	X	
Section 163.3184(1)(b) [Revised]	Modifies the definition of "in compliance" to include a reference to section 163.3248 and delete the reference to now repealed chapter 9J-5, Florida Administrative Code.		Procedural
Section 163.3184(1)(c) [New]	Provides a list of the "reviewing agencies."		Procedural
Section 163.3184(2) [New]	Sets forth the "expedited" and "coordinated" review processes.		Procedural
Section 163.3184(3) and (4) [New]	Sets forth requirements for adopting and processing plan amendments according to the "expedited" and "coordinated" review processes, the scope of the comments to be provided by review agencies, responsibilities of the state land planning agency with respect to its		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	various levels of review, and coordination with other state agencies and public hearings.		
Section 163.3184(5)-(7) [New]	Sets forth requirements for administrative challenges to plans and plan amendments, compliance agreements and mediation and expeditious resolution.		Procedural
Section 163.3184(11); 2014 cite: Section 163.3184(8)	Modifies provisions to enable the Administration Commission to specify sanctions to which the local government will be subject if it elects to make a plan amendment effective notwithstanding a determination of noncompliance.		Procedural
Section 163.3184(15); 2014 cite: Section 163.3184(11)	Modifies provisions for public hearings to state there is no prohibition or limitation on the authority of local governments to require a person requesting an amendment to pay some or all of the cost of the public notice.		Procedural
Section 163.3184(12) [New]	Establishes provisions for concurrent zoning, requiring a local government, at the request of an applicant, to consider an application for zoning changes that would be required to properly enact any proposed plan amendment and making the approved zoning changes contingent upon the comprehensive plan or amendment becoming effective.		Procedural
Section 163.3184(13) [New]	Revises provisions to require that no proposed local government comprehensive plan or plan amendment that is applicable to a designated area of critical state concern shall be effective until a final order is issued finding the plan or amendment to be in compliance as defined in subsection (1)(b).	X	
Section 163.3187(1)(a)-(f); 2014 cite: Section 163.3187(1)(a)-(d)	Modifies provisions to address the process for adoption of small-scale comprehensive plan amendments, deleting several exceptions. Plan amendments are no longer limited to two times per calendar year and text changes that relate directly to and are adopted simultaneously with small scale future land use map amendments are permissible.		Procedural
Section 163.3187(1)2.a and b;3,4 and (e)-(q); 2014 Section cite: 163.3187(2)-(5)	Modifies the public notice requirements for small scale plan amendments, addressing petitions, prohibiting the state land planning agency from intervening and requiring that consideration be given to the plan amendment as a whole and whether it furthers the intent of this part in all challenges.		Procedural
Section 163.3189; Now: Repealed	See prior entries for description of deleted provisions.	Repealed	
Section 163.3191(1)-(14); 2014 cite: Section 163.3191(1)-(5)	Modifies provisions for evaluation and appraisal of comprehensive plan. Maintains the requirement for local government evaluation of its plan to occur at least once every 7 years. The required local government evaluation is limited to whether plan amendments are necessary to		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	reflect changes in state requirements (only) since the last update. The local government is required to notify the state land planning agency by letter as to its determination. If needed, these amendments are to be prepared and transmitted within 1 year of this determination for review pursuant to section 163.3184(4) (State Coordinated Review). Local governments are encouraged to comprehensively evaluate and as necessary update plans to reflect changes in local conditions. If a local government fails to submit its notification letter to the state land planning agency or fails to update its plan to reflect changes in state requirements, then the local government is prohibited from amending its plan until it complies with these requirements. The state land planning agency may not adopt rules to implement this section, other than procedural rules or a schedule indicating when local governments must comply with these requirements.		
Section 163.3217(2)	Deletes the reference to section 163.3187(1) and provisions regarding the frequency of adoption of plan amendments as they relate to adoption of a municipal overlay.		Procedural
Section 163.3220(3)	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act."		Procedural
Section 163.3221(2) and (11)	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act."		Procedural
Section 163.3229	Extends the duration of a development agreement from 20 years to 30 years, unless it is extended by mutual consent, and deletes reference to sections 163.3187 and 163.3189 regarding compliance determination by state land planning agency.	X	Procedural
Section 163.3235	Modifies provisions for periodic review of a development agreement to delete requirements for annual review conducted during years 6 through 10, incorporates the review into a written report and the state land planning agency adoption of rules regarding the contents of the report.	X	Procedural
Section 163.3239	Deletes requirements that a copy of the recorded development agreement be submitted to the state land planning agency within 14 days after the agreement is recorded and for the effective date of the agreement based on receipt by the state land planning agency.	X	Procedural
Section 163.3245(1)	Changes "Optional Sector Plans" to "Sector Plans" and clarifies the intent to promote and encourage long-term planning for conservation, development and agriculture on a landscape scale and protection of regionally significant resources, including regionally significant water courses and wildlife corridors. Revises the amount of geographic area	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	intended for sector plans from at least 5,000 acres to at least 15,000 acres and protection of public facilities.		
Section 163.3245(2)	Deletes provisions for the state land planning agency entering into an agreement to authorize preparation of an optional sector plan, and consideration of the state comprehensive and strategic regional policy plans, and clarifies the process for scoping meetings and joint planning agreements.	X	
Section 163.3245(3)	Modifies the provisions for two levels of sector planning, clarifying the requirements for the long term master plan and detailed specific area plan. These plans may be based upon a planning period longer than timeframe on which the local comprehensive plan is based and are not required to demonstrate need. The state land planning agency is required to consult with certain other agencies as part of its review of the plans.	X	
Section 163.3245(4) [New]	Requires consistency with any long-range transportation plan and regional water supply plans, including consideration of water supply availability and consumptive use permitting.	X	
Section 163.3245(5)(d) [Requires the detailed specific area plan to establish a buildout date until which the approved development is not subject to downzoning, unit density reduction or intensity reduction, with certain exceptions.	X	
Section 163.3245(7)	Establishes provisions for a developer within an area subject to a long-term master plan or detailed specific area plan to enter into a development agreement.	X	
Section 163.3245(8)	Establishes provisions for landowner withdrawal of consent to the master plan at the proposed stage and after adoption.	X	
Section 163.3245(9)	Provides that after adoption of a long-term master plan or a detailed specific area plan, an owner is entitled to continue existing agricultural or silvicultural uses or other natural resource-based operations or establishment of similar new uses that are consistent with plans approved pursuant to this section.	X	
Section 163.3245(10) [Allows the state land planning agency to enter into an agreement with a local government that on or before July 1, 2011 adopted a large-area comprehensive plan amendment consisting of at least 15,000 acres based on certain requirements.	X	
Section 163.3245(11) [New]	Addresses a detailed specific area plan to implement a conceptual long-term buildout overlay found in compliance before July 1, 2011.	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3245(12)	Provides for a landowner or developer that has received approval of a master DRI development order to implement this order by filing application(s) to approve the detailed specific area plan.	X	
Section 163.3246(9)(a)	Modifies provisions in the local government comprehensive planning certification program to allow small scale development amendments to follow the process in section 163.3187.		Procedural
Section 163.3246(12)	Deletes provisions in the local government comprehensive planning certification program that address the failure to adopt a timely evaluation and appraisal report and failure to adopt an evaluation and appraisal report found to be sufficient.		Procedural
Section 163.3246(14)	Deletes the requirement that the Office of Program Policy Analysis and Government Accountability prepare a report evaluating the certification program.		Procedural
Section 163.32465; Now: Repealed	See prior entries for description of repealed provisions.	Repealed	
Section 163.3248	Establishes provisions for Rural Land Stewardship Areas, which were provided for as part of the innovative and flexible planning and development strategies in now repealed section 163.3177(11).	X	
Section 163.3248(1)	Sets forth the intent of Rural Land Stewardship Areas	X	
Section 163.3248(2)	Establishes a process upon which local governments may adopt a future land use overlay, which may not require a demonstration of need based on population projections or any other factors.	X	
Section 163.3248(3)	Sets forth six broad principles of rural sustainability that rural land stewardship areas are to further.	X	
Section 163.3248(4)	Provides for agency assistance and participation to local governments or property owners in development of a plan for rural land stewardship area.	X	
Section 163.3248(5)	Requires that a rural land stewardship area not be less than 10,000 acres, is located outside of municipalities and established urban service areas and is designated by plan amendment by each local government with jurisdiction.	X	
Section 163.3248(5)(a)-(d)	Requires the plan amendment(s) designating a rural land stewardship area to be reviewed pursuant to section 163.3184 and to meet certain requirements involving criteria for designating receiving areas, the application of innovative planning and development strategies, a process for implementing these strategies and a mix of densities and intensities that would not be characterized as urban sprawl.	X	
Section 163.3248(6)	Requires a receiving area to be designated only pursuant to procedures established in the local government's land development regulations. If	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	approval of the designation by a county board of county commissioners is required, it is to be made by resolution with a simple majority vote. A listed species survey must be performed and coordinated with appropriate agencies if listed species occur on the receiving area development site. Protective measures must be based on the rural land stewardship area as a whole.		
Section 163.3248(7) [Sets forth requirements for establishing a rural land stewardship overlay zoning district and methodology for the creation, conveyance, and use of transferrable rural land use/stewardship credits.	X	
Section 163.3248(8)(a)-(k)	Sets forth limitations for creating, assigning and transferring stewardship credits based on underlying permitted uses, densities and intensities, and considerations for assigning credits based on the value and location of land and environmental resources.	X	
Section 163.3248(9)(a)-(e)	Provides for incentives to owners of land within rural land stewardship sending areas, in addition to use or conveyance of credits, to enter into rural land stewardship agreements.	X	
Section 163.3248(10)	Expresses the intent of the section as an overlay of land use options that provide economic and regulatory incentives for landowners outside of established and planned urban service areas.	X	
Section 163.3248(11)	Expresses the intent of the Legislature that the rural land stewardship area in Collier County be recognized as a statutory rural land stewardship area and be afforded the incentives in this section.	X	
Section 163.360(2)(a)	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act."	X	Procedural
Section 163.516(3)(a)	Changes "Local Government Comprehensive Planning and Land Development Regulation Act" to "Community Planning Act."	X	Procedural
2012			
Section 163.3162(2)(a)	Rewords the definition of "farm" to the same meaning provided in section 823.14.		Procedural
Section 163.3162(2)(b)	Rewords the definition of farm operation to the same meaning provided in section 823.14.		Procedural
Section 163.3162(2)(d)	Adds a definition of "governmental entity," which has the same meaning provided in section 164.1031. The term does not include a water control district or a special district created to manage water.		Procedural
Section 163.3162(3)(b)	Changes "county" to "governmental entity"		Procedural
Section 163.3162(3)(c)	Changes "county" to "governmental entity"		Procedural
Section 163.3162(3)(c)3.	Changes "county" to "governmental entity"		Procedural
Section 163.3162(3)(c)3.(i)	Changes "county" to "governmental entity"		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3162 Note	Adds provisions related to agricultural enclaves		Procedural
Section 163.3167(8)	Provides that any local government charter provision that was in effect as of June 1, 2011 for an initiative or referendum process for development orders or comprehensive plan amendments may be retained and implemented		Procedural
Section 163.3174(4)(b)	Changes the "preparation of the periodic reports" to "the periodic evaluation and appraisal of the comprehensive plan"		Procedural
Section 163.3175(5)	Adds "advisory" to define the commanding officer's comments on the impact of proposed changes on military bases, and requires the comments to be based on appropriate data and analysis which must be provided to the local government with the comments	X	Procedural
Section 163.3175(5)(d)	Requires local governments to consider the commanding officer's comments in the same manner as comments from other reviewing agencies, and deletes the language that states the comments are not binding.	X	Procedural
Section 163.3175(6)	Adds language requiring the local government to consider the accompanying data and analysis provided by the commanding officer, in addition to the comments, and adds language stating that consideration shall be based on how the change relates to the strategic mission of the base, public safety and the economic vitality of the base while respecting private property rights.	X	Procedural
Section 163.3177(1)(f)3.	Changes the "University of Florida's Bureau of Economic and Business Research" to the "Office of Economic and Demographic Research" and adds language stating that population projections must, at a minimum, reflect each area's proportional share of the total county population and the total county population growth.	X	Procedural
Section 163.3177(6)(a)4.	Changes the "University of Florida's Bureau of Economic and Business Research" to the "Office of Economic and Demographic Research."	X	Procedural
Section 163.3177(6)(a)8.c.	Changes the requirement that future land use map amendments be based on an analysis of the minimum amount of land needed as determined by the local government, to instead be based on an analysis of the minimum amount of land needed to achieve the requirements of the statute.		Procedural
Section 163.3177(6)(f)2.	Deletes the requirement that the housing element be based in part on an inventory taken from the latest Census.		Procedural
Section 163.3177(3)	Moves the exemptions for a public school interlocal agreement from section 163.3180(6)(i) to section 163.3177(3).		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
19. Section 163.31777(4)	Adds language requiring each local government exempt from the requirement to have a public school interlocal agreement to assess, at the time of evaluation and appraisal, if the local government still meets the requirements for exemptions described in section 163.31777(3). Each local government that is exempt must comply with the interlocal agreement provisions within one year of a new school within the municipality being proposed in the 5-year district facilities work program	X	Procedural
20. Section 163.3178(3)	Replaces "Department of Community Affairs" with "state land planning agency" and changes the language that stated intermodal transportation facilities "shall" not be designated as developments of regional impact to "may" not be designated as developments of regional impact.	X	
Section 163.3178(6)	Deletes the provision that the Coastal Resources Interagency Management Committee shall identify incentives to encourage local governments to adopt siting plans and uniform criteria and standards to be used by local governments to implement state goals related to marina siting	X	Procedural
22. Section 163.3180(1)(a)	Adds language stating that an amendment that rescinds concurrency shall be processed under the expedited state review process, and is not required to be transmitted to reviewing agencies for comment, except for agencies that have requested transmittal, and for municipal amendments, it must be transmitted to the county. A copy of the adopted amendment shall be transmitted to the state land agency. If the amendment rescinds transportation or school concurrency, the adopted amendment must also be sent to the Department of Transportation or Department of Education, respectively.		Procedural
Section 163.3180(6)(a)	Provides general rewording. Adds language to clarify that the choice of one or more municipality to not adopt school concurrency does not preclude implementation of school concurrency within other jurisdictions of the school district.		Procedural
24. Section 163.3180(6)(i)	Moved to section 163.31777(3)		Procedural
Section 163.3184(2)(c)	Adds developments that are proposed under section 380.06(24)(x) to the list of amendments that must follow the state coordinated review process.		Procedural
Section 163.3184(3)(b)1.	Changes the number of days a local government has to transmit an amendment from "10 days" to "10 working days".		Procedural
Section 163.3184(3)(b)2.	Changed the time limit for the reviewing agencies' transmittal to 30 days "after" instead of "from" the date the amendment was received		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3184(3)(c)2.	Changed the number of days a local government has to transmit an amendment from "days" to "working days."		Procedural
Section 163.3184(4)(b)	Changes the time limit a local government has to transmit an amendment from "immediately following" the first public hearing to "within 10 working days after" the first public hearing		Procedural
Section 163.3184(4)(e)2.	Changed the number of days a local government has to transmit an amendment from "days" to "working days."		Procedural
Section 163.3184(5)(b)	Corrects the citation related to plan amendment package completeness from subsection (3)(c)3. to subsection (4)(e)3.		Procedural
Section 163.3184(5)(d)	Changes the time limit by which the Administration Commission must enter a final order from 45 days after the receipt of the recommended order to the time period specified in section 120.569.		Procedural
Section 163.3184(5)(e)1.	Changes the time limit for the state land planning agency to submit a not in compliance recommended order to the Administration Commission from no later than 30 days after the receipt of the recommended order to the time period provided in section 120.569.		Procedural
Section 163.3184(5)(e)2.	Changes the time limit by which the state land planning agency must enter into an in compliance final order from 30 days after the receipt of the recommended order to the time period provided in section 120.569.		Procedural
Section 163.3184(6)(f)	Changes the time period by which the state land planning agency must issue a cumulative notice of intent from "upon receipt of a plan or plan amendment adopted pursuant to a compliance agreement" to "within 20 days after receiving a complete plan or plan amendment adopted pursuant to a compliance agreement."		Procedural
Section 163.3184(8)(b)1.a.	Changes the statutory reference for the Florida Small Cities Community Development Block Grant program.		Procedural
Section 163.3184(12)	Changes "subsection" to "section."		Procedural
Section 163.3191(3)	Changes "in accordance with" to "pursuant to" and adds subsection (4) to the section 163.3184 citation.		Procedural
39. Section 163.3204	Replaces "Department of Community Affairs" with "state land planning agency" and changes "this" Act to "the Community Planning" Act.		Procedural
40. Section 163.3213(6)	Changes the citation that refers to the sanctions that can be the sole issue before the Administration Commission when land development regulations are inconsistent with the comprehensive plan from section 163.3184(11)(a) or (b) to sections 163.3184(8)(a) or (b)1. or 2.		Procedural
41. Section 163.3221(14)	Changes the definition of state land planning agency to refer to the Department of Economic Opportunity instead of the Department of Community Affairs.	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
42. Section 163.3245(1)	Deletes the reference to section 163.3177(11).	X	
43. Section 163.3245(7)	Deletes the requirement that the department provide an annual status report to the legislature regarding every optional sector plan.		Procedural
44. Section 163.3245(9)	Adds "or her" to "his consent to the master plan."		Procedural
45. Section 163.3246(1)	Replaces "Department of Community Affairs" with "state land planning agency."		Procedural
46. Section 163.3247(5)(a)	Replaces "Secretary of Community Affairs" with "executive director of the state land planning agency."		Procedural
47. Section 163.3247(5)(b)	Replaces "Department of Community Affairs" with "state land planning agency."	X	
48. Section 163.3248(6)	Removes the word "county" from "board of commissioners."	X	
2013			
Section 163.2136(3)(c)-(k) [re-numbered]	Re-numbers section 163.3162(3)(b)-(j) as 163.3162(3)(c)-(k) in order to accommodate new section 163.3162(3)(b) – see item 4 below.		Procedural
Section 163.3162(2)(d)	Amends the definition of "governmental entity" in the provisions for agricultural lands and practices to provide that the term does not include a water management district (in addition to the term not including a water control district established under chapter 298 and a special district created by special act for water management purposes).		Procedural
Section 163.3162(3)(a)	Replaces "county" with "governmental entity."		Procedural
Section 163.3162(3)(b)	Prohibits a governmental entity from charging a fee on a specific agricultural activity of a bona fide farm operation on land classified as agricultural land pursuant to section 193.461, if such agricultural activity is regulated through implemented best management practices, interim measures, or regulations adopted as rules under chapter 120 by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or a water management district as part of a statewide or regional program; or if such agricultural activity is expressly regulated by the United States Department of Agriculture, the United States Army Corps of Engineers, or the United States Environmental Protection Agency.	X	
Section 163.3167(8)(a)	Provides that an initiative or referendum process in regard to any development order is prohibited. Removes language that allowed an initiative or referendum process by a local government charter in effect as of June 1, 2011 to be retained and implemented.		Procedural
Section 163.3167(8)(b)	Provides that an initiative or referendum process in regard to any local comprehensive plan amendment or map amendment is prohibited, except for those amendments that affect more than five parcels of land if		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	it is expressly authorized by specific language in a local government charter that was lawful and in effect on June 1, 2011. A general local government charter provision for an initiative or referendum process is not sufficient.		
Section 163.3167(8)(c)	States the intent of the Legislature to prohibit any initiative and referendum in regard to any development order, and prohibit any initiative and referendum in regard to any local comprehensive plan or map amendment except as specifically and narrowly permitted in paragraph (b). States that these prohibitions are remedial in nature and apply retroactively to any initiative or referendum process commenced after June 1, 2011, and that any such initiative or referendum process commenced or completed thereafter is null and void and of no legal force and effect.		Procedural
Section 163.3180(5)(h)1	Revises and adds requirements for local governments that continue to implement a transportation concurrency system, whether in the form adopted into the comprehensive plan before the effective date of the Community Planning Act, Chapter 2011-139, Laws of Florida, or as subsequently modified.		Procedural
Section 163.3180(5)(h)1.c	Adds "development agreement" in the listed land use development permits for which an applicant may satisfy transportation concurrency requirements of the local comprehensive plan, the local government's concurrency management system and section 380.06 when applicable, if conditions in subsequent sections are met.		Procedural
Section 163.3180(5)(h)1.c.ii	Adds language allowing a local government to accept contributions from multiple applicants for a planned improvement if it maintains contributions in a separate account designated for that purpose.		Procedural
Section 163.3180(5)(h)1.d	Modifies language to require local governments that continue to implement a transportation concurrency system to provide the basis upon which the landowners will be assessed a proportionate share of the cost addressing the transportation impacts resulting from a proposed development.		Future Land Use Element Policy 1.10.2
Section 163.3180(5)(h)3	Clarifies that a local government is not required to approve a development that, for reasons other than transportation impacts, is not qualified for approval pursuant to the applicable local comprehensive plan and land development regulations.		Procedural
Section 163.3180(5)(i)	<ul style="list-style-type: none"> Sets forth new provisions for any local government that elects to repeal transportation concurrency. 	X	Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	<ul style="list-style-type: none"> Encourages adoption of alternative mobility funding system that uses one or more of the tools and techniques identified in subsection (f). Provides that any alternative mobility funding system adopted may not be used to deny, time or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. States that the revenue from the funding mechanism used in the alternative system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. Requires a mobility fee-based funding system to comply with the dual rational nexus test applicable to impact fees. An alternative system that is not mobility fee-based shall not be applied in a manner that imposes upon new development any responsibility for funding an existing transportation deficiency as defined in subsection (h). 		
Section 163.3246(1),(4)-(7), (9)(a), (12) and (13)	<ul style="list-style-type: none"> Changes numerous references in the provisions for the local government comprehensive planning certification program from "department" to "state land planning agency." 	X	Procedural
Section 163.325	Creates short title for sections 163.325-163.3253 as the "Manufacturing Competitiveness Act."		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3251(1)-(6)	<p>Creates six definitions as used in the provisions for manufacturing development in sections 163.3251-163.3253:</p> <p>(1) "Department" means Department of Economic Opportunity;</p> <p>(2) "Local government development approval" means a local land development permit, order, or other approval issued by a local government, or a modification of such permit, order, or approval, which is required for a manufacturer to physically locate or expand and includes, but is not limited to, the review and approval of a master development plan required under section 163.3252(2)(c).</p> <p>(3) "Local manufacturing development program" means a program enacted by a local government for approval of master development plans under section 163.3252.</p> <p>(4) "Manufacturer" means a business that is classified in Sectors 31-33 of the National American Industry Classification System (NAICS) and is located, or intends to locate, within the geographic boundaries of an area designated by a local government as provided under section 163.3252.</p> <p>(5) "Participating agency" means: (a) The Department of Environmental Protection, (b) The Department of Transportation, (c) The Fish and Wildlife Conservation Commission, when acting pursuant to statutory authority granted by the Legislature and (d) Water management districts.</p> <p>(6) "State development approval" means a state or regional permit or other approval issued by a participating agency, or a modification of such permit or approval, which must be obtained before the development or expansion of a manufacturer's site, and includes, but is not limited to, those specified in section 163.3253(1).</p>	X	Procedural
Section 163.3252	<ul style="list-style-type: none"> Setting forth provisions for a local manufacturing development program and master development approval for manufacturers, allows a local government to adopt an ordinance establishing a local manufacturing development program through which the local government may grant master development approval for the development or expansion of sites that are, or are proposed to be, operated by manufacturers at specified locations within the local government's geographic boundaries. 	X	Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3252(1)(a) and (b)	<ul style="list-style-type: none"> Requires a local government that elects to establish a local manufacturing development program to submit a copy of the ordinance establishing the program to DEO within 20 days after the ordinance is enacted. Provides that a local government ordinance adopted before the effective date of this act establishes a local manufacturing development program if it satisfies the minimum criteria established in subsection (3) and if the local government submits a copy of the ordinance to DEO on or before September 1, 2013. 	X	Procedural
Section 163.3252(2)	Requires that DEO develop a model ordinance by December 1, 2013, to guide local governments that intend to establish a local manufacturing development program. Requires the model ordinance, which need not be adopted by a local government, to include the elements set forth in sections 163.3252(2)(a)-(k).	X	Procedural
Section 163.3252(2)(a)	Requires the model ordinance to include procedures for a manufacturer to apply for a master development plan and procedures for a local government to review and approve a master development plan.	X	Procedural
Section 163.3252(2)(b)	Requires the model ordinance to identify those areas within the local government's jurisdiction which are subject to the program.	X	Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3252(2)(c)1-4	<p>Requires the model ordinance to include the minimum elements for a master development plan, including but not limited to:</p> <ul style="list-style-type: none"> (1) A site map (2) A list proposing the site's land uses (3) The maximum square footage, floor area ratio, and building heights for future development on the site, specifying with particularity those features and facilities for which the local government will require the establishment of maximum dimensions, and (4) Development conditions 	x	Procedural
Section 163.3252(2)(d)1-11	<p>Requires the model ordinance to include a list of development impacts, if applicable to the proposed site, which the local government will require to be addressed in a master development plan, including but not limited to:</p> <ul style="list-style-type: none"> • (1) Drainage • (2) Wastewater • (3) Potable water • (4) Solid waste • (5) Onsite and offsite natural resources • (6) Preservation of historic and archeological resources • (7) Offsite infrastructure • (8) Public services • (9) Compatibility with adjacent offsite land uses • (10) Vehicular and pedestrian entrance to and exit from the site, and • (11) Offsite transportation impacts 	X	Procedural
Section 163.3252(2)(e)	<p>Requires the model ordinance to include a provision vesting any existing development rights authorized by the local government before the approval of a master development plan, if requested by the manufacturer.</p>	X	Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3252(2)(f)	Requires the model ordinance to include whether an expiration date is required for a master development plan and, if required, a provision stating that the expiration date may not be earlier than 10 years after the plan's adoption.	X	Procedural
Section 163.3252(2)(g)1 and 2	Requires the model ordinance to include a provision limiting the circumstances that require an amendment to an approved master development plan to: (1) Enactment of state law or local ordinance addressing an immediate and direct threat to the public safety that requires an amendment to the master development order, and (2) Any revision to the master development plan initiated by the manufacturer.	X	Procedural
Section 163.3252(2)(h)	Requires the model ordinance to include a provision stating the scope of review for any amendment to a master development plan is limited to the amendment and does not subject any other provision of the approved master development plan to further review.	X	Procedural
Section 163.3252(2)(i)	Requires the model ordinance to include a provision stating that, during the term of a master development plan, the local government may not require additional local development approvals for those development impacts listed in paragraph (d) that are addressed in the master development plan, other than approval of a building permit to ensure compliance with the state building code and any other applicable state mandated life and safety code.	X	Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3252(2)(j)	Requires the model ordinance to include a provision stating that, before commencing construction or site development work, the manufacturer must submit a certification, signed by a licensed architect, engineer, or landscape architect, attesting that such work complies with the master development plan.	X	Procedural
Section 163.3252(2)(k)	Requires the model ordinance to include a provision establishing the form that will be used by the local government to certify that a manufacturer is eligible to participate in the local manufacturing development program adopted by that jurisdiction.	X	Procedural
Section 163.3252(3)(a)-(d)	Requires a local manufacturing development program ordinance to as a minimum be consistent with subsection (2) and establish procedures for (a) Reviewing an application from a manufacturer for approval of a master development plan, (b) Approving a master development plan, which may include conditions that address development impacts anticipated during the life of the development, (c) Developing the site in a manner consistent with the master development plan without requiring additional local development approvals other than building permits and (d) Certifying that a manufacturer is eligible to participate in the local manufacturing development program.	X	Procedural
Section 163.3252(4)(a) and (b)1 and 2	<ul style="list-style-type: none"> • Prohibits a local government that establishes a local manufacturing development program from abolishing the program until it has been in effect for at least 24 months. • Sets forth provisions for a local government's repealing its local manufacturing development program ordinance, stating that (1) Any application for a master development plan which is submitted to the local government before the effective date of the repeal is vested and remains subject to the local manufacturing development program ordinance in effect when the application was submitted; and (2) The manufacturer that 	X	Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	submitted the application is entitled to participate in the manufacturing development coordinated approval process established in section 163.3253.		
Section 163.3253	Creates provisions for a coordinated manufacturing development approval process, requiring DEO to coordinate the manufacturing development approval process with participating agencies, as set forth in this section, for manufacturers that are developing or expanding in a local government that has a local manufacturing development program.	X	Procedural
Section 163.3253(1)(a)-(i)	Requires the approval process to include collaboration and coordination among, and simultaneous review by, the participating agencies of applications for: (a) Wetland or environmental resource permits, (b) Surface water management permits, (c) Stormwater permits, (d) Consumptive water use permits (e) Wastewater permits, (f) Air emission permits, (g) Permits relating to listed species, (h) Highway or roadway access permits and (i) Any other state development approval within the scope of a participating agency's authority.	X	Procedural
Section 163.3253(2)(a) and (b)	Requires a manufacturer to file its application for state development approval with DEO and each participating agency with proof that its development or expansion is located in a local government that has a local manufacturing development program. If a local government repeals its local manufacturing development program ordinance, a manufacturer developing or expanding in that jurisdiction remains entitled to participate in the process if the manufacturer submitted its application for a local government development approval before the effective date of repeal.	X	Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3253(3)(a)	<ul style="list-style-type: none"> Requires DEO to convene a meeting with one or more participating agencies if a manufacturer requests one at any time during the process and that the participating agencies attend. Allows DEO to participate as necessary to accomplish the purposes set forth in section 20.60(4)(f), does not require the department to mediate between the participating agencies and the manufacturer. 	X	Procedural
Section 163.3253(3)(b)	Prohibits DEO from being a party to any proceeding initiated under sections 120.569 and 120.57 that relates to approval or disapproval of an application for state development approval processed under this section.	X	Procedural
Section 163.3253(3)(c)	Prohibits DEO's participation in a coordinated manufacturing development approval process under this section from having any effect on its approval or disapproval of any application for economic development incentives sought under section 288.061 or another incentive requiring DEO approval.	X	Procedural
Section 163.3253(4)(a)	<ul style="list-style-type: none"> Requires that if a participating agency determines an application is incomplete, the participating agency must notify the applicant and DEO in writing of the additional information necessary to complete the application. Requires that a participating agency provide a request for additional information to the manufacturer and DEO within 20 days after the date the application is filed with the participating agency unless the deadline is waived in writing by the manufacturer. 	X	Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
163.3253(4)(b)	Provides that if the participating agency does not request additional information within the 20-day period, the participating agency may not subsequently deny the application based on the manufacturer's failure to provide additional information.	X	Procedural
Section 163.3253(4)(c)	Within 10 days after the manufacturer's response to the request for additional information, a participating agency may make a second request for additional information for the sole purpose of obtaining clarification of the manufacturer's response.	X	Procedural
Section 163.3253(5)(a)	Requires each participating agency to take final agency action on a state development approval within its authority within 60 days after a complete application is filed, unless the deadline is waived in writing by the manufacturer. The 60-day period is tolled by the initiation of a proceeding under sections 120.569 and 120.57.	X	Procedural
Section 163.3253(5)(b)	Requires a participating agency to notify DEO if the agency intends to deny a manufacturers application and, unless waived in writing by the manufacturer, the department shall timely convene an informal meeting to facilitate a resolution.	X	Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3253(5)(c)	Unless waived in writing by the manufacturer, if a participating agency does not approve or deny an application within the 60-day period, within the time allowed by a federally delegated permitting program, or, if a proceeding is initiated under sections 120.569 and 120.57, within 45 days after a recommended order is submitted to the agency and the parties, the state development approval within the authority of the participating agency is deemed approved. A manufacturer seeking to claim approval by default under this subsection shall notify, in writing, the clerks of both the participating agency and DEO of that intent. A manufacturer may not take action based upon the default approval until such notice is received by both agency clerks.	X	Procedural
Section 163.3253(5)(d)	Allows the manufacturer at any time after a proceeding is initiated under sections 120.569 and 120.57 to demand expeditious resolution by serving notice on an administrative law judge and all other parties to the proceeding. The administrative law judge is required to set the matter for final hearing no more than 30 days after receipt of such notice. After the final hearing is set, a continuance may not be granted without the written agreement of all parties.	X	Procedural
Section 163.3253(6)	Provides that subsections (4) and (5) do not apply to permit applications governed by federally delegated or approved permitting programs to the extent that subsections (4) and (5) impose timeframes or other requirements that are prohibited by or inconsistent with such federally delegated or approved permitting programs.		Procedural
Section 163.3253(7)	Authorizes the state land planning agency to adopt rules to administer section 163.3253.		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.340(2)	Updates a statutory reference in the definition of "public body" from section 165.031(5) to 163.031(7).		Procedural
Note to Section 163.3162	Repeals section 4 of Chapter 2012-75, Laws of Florida, which had established an alternate method for certain landowners to apply to DEO for an agricultural enclave designation. The right to apply for agricultural enclave designation under the alternate method expired on January 1, 2013.	Repealed	
2014			
Section 163.3167(8)(b)	Deletes the provision that an initiative or referendum in regards to a comprehensive plan amendment or map amendment is only allowed if it affects more than five parcels of land.		Procedural
Section 163.3167(8)(c)	Deletes the provision that an initiative or referendum in regards to a comprehensive plan amendment or map amendment is only allowed if it affects more than five parcels of land.		Procedural
Section 163.3177(7)(a)2.	<ul style="list-style-type: none"> Changes "rural areas of critical economic concern" to "rural areas of opportunity." 	X	Procedural
Section 163.3177(7)(a)3.b.	<ul style="list-style-type: none"> Changes "rural area of critical economic concern" to "rural area of opportunity." 	X	Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3177(7)(e)	<ul style="list-style-type: none"> Provides general re-wording and changes "rural area of critical economic concern" to "rural area of opportunity." 	X	Procedural
Section 163.3187(3)	<ul style="list-style-type: none"> Changes "rural area of critical economic concern" to "rural area of opportunity." 	X	Procedural
Section 163.3202(1)	<ul style="list-style-type: none"> Requires that local governments must adopt, amend, and enforce land development regulations that are consistent with and implement the comprehensive plan within one year after submission of the comprehensive plan or amended comprehensive plan pursuant to section 163.3191, Florida Statutes (evaluation and appraisal process), instead of section 163.3167(2), Florida Statutes). 		Procedural
Section 163.3206(1)	<ul style="list-style-type: none"> Provides legislative intent related to the importance of fuel terminals. 	X	
Section 163.3206(2)(a)1.-9.	Provides a definition of "fuel" with cross references.	X	
Section 163.3206(2)(b)	Provides a definition of "fuel terminal."	X	
Section 163.3206(3)	Provides that after July 1, 2014, a local government may not amend its comprehensive plan, land use map, zoning districts, or land use regulations to conflict with a fuel terminal's classification as a permitted and allowable use, including an amendment that causes a fuel terminal to be a nonconforming use, structure, or development.	X	
Section 163.3206(4)	Provides that if a fuel terminal is damaged or destroyed due to a natural disaster or other catastrophe, a local government must allow the timely repair of the fuel terminal to its capacity before the natural disaster or catastrophe.	X	
Section 163.3206(5)	Provides that the section does not limit the authority of a local government to adopt, implement, modify, and enforce applicable state and federal requirements for fuel terminals, including safety and building standards. Local authority may not conflict with federal or state safety and security requirements.	X	
Section 163.3246(10)	Changes "rural area of critical economic concern" to "rural area of opportunity."	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
2015			
Section 163.3178 Coastal Management Element (Chapter 2015-69, Section 1, Laws of Florida)	Adds a requirement that the redevelopment component of the Coastal Management Element must: <ul style="list-style-type: none"> • Reduce the flood risk in coastal areas that result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise. • Encourage removal of coastal real property from FEMA flood zone designations. • Be consistent with or more stringent than the flood resistant construction requirements in the Florida Building Code and federal flood plain management regulations. • Require construction seaward of the coastal construction control line to be consistent with chapter 161, Florida Statutes. • Encourage local governments to participate in the National Flood Insurance Program Community Rating System to achieve flood insurance premium discounts for their residents. 	X	
Section 163.3175(9) Compatibility of Development with Military Installations (Chapter 2015- 30, Section 1, Laws of Florida)	Deletes obsolete provisions establishing 2012 deadlines for a local government to adopt plan amendments related to military base compatibility.	X	
Section 163.3177(6)(c)4. Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (Chapter 2015-30, Section 2, Laws of Florida)	Provides that a local government that does not own, operate, or maintain its own water supply facilities and is served by a public water utility with a permitted allocation of greater than 300 million gallons per day is not required to amend its comprehensive plan in response to an updated regional water supply plan or maintain a work plan if the local government's usage of water is less than 1 percent of the public water utility's total permitted allocation.	ACTION ITEM	Requires confirmation for EAR update. WSP to be submitted concurrent with EAR.

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3184(2), Comprehensive Plan/Plan Amendment Procedures (Chapter 2015-30, Section 3, Laws of Florida)	The list of plan amendments subject to the coordinated state review process is expanded to include plan amendments that propose an amendment to an adopted sector plan and plan amendments that propose a development that qualifies as a development of regional impact pursuant to section 380.06, Florida Statutes.		Addressed Where?/How? Procedural
Section 163.3245 Sector Plans (Chapter 2015-30, Section 4, Laws of Florida)	Amends the section as follows: <ul style="list-style-type: none"> • For both the long-term master plan and detailed specific area plans, provisions in the Community Planning Act that are inconsistent with or are superseded by the planning standards in sections 163.3245(3)(a) and (b) do not apply. • Conservation easements may be based on digital orthophotography that meets certain criteria. • A conservation easement may include a provision for the grantor to substitute other land that meets certain criteria by recording an amendment to the conservation easement; substitution requires the consent of the grantee, which consent shall not be unreasonably withheld (sections 163.3245(3)(b)7. and 9.). • An applicant for a detailed specific area plan must transmit a copy of the application to reviewing agencies, which must provide written comments to the local government within 30 days after the applicant transmits the application (section 163.3245(3)(f)). • Authorizes the Department of Environmental Protection, the Fish and Wildlife Conservation Commission, or the water management district to accept a conservation easement provided for a detailed specific area plan as mitigation under chapters 373 and 379 and section 373.414, Florida Statutes (section 163.3245(3)(h)). • Clarifies that adoption of a long-term master plan or a detailed specific area plan does not limit the right to establish new agricultural or silvicultural uses in the sector plan or detailed specific area plan area (section 163.3245(9)). • Provides that an applicant with an approved master development order may request that the water management district issue a consumptive use permit for the same time period as the approved master development order (section 163.3245(13)). 	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
	<ul style="list-style-type: none"> • The more specific provisions of this section supersede the generally applicable provisions of this chapter which otherwise would apply. • This section does not preclude a local government from requiring data and analysis beyond the minimum criteria established by this section (section 163.3245(15)). 		
<p>Section 163.3246(11) and (14) Local Government Comprehensive Planning Certification Program – Connected-City Corridor Pilot Program [New] (Chapter 2015-30, Section 5, Laws of Florida)</p>	<ul style="list-style-type: none"> • Deletes requirements for notice to and coordination by regional planning councils in connection with developments of regional impact within a certified local government. • Creates a connected-city corridor plan amendment pilot program. • Expresses legislative intent to encourage growth of high-technology industry and innovation through a locally controlled comprehensive plan amendment process. • Establishes Pasco County as a pilot community for connected-city corridor plan amendments for a period of 10 years. • Requires the state land planning agency to issue a written notice of certification to Pasco County by July 15, 2015 that includes the geographic boundary of the connected- city corridor and a requirement for annual or biennial monitoring reports. • Provides that the notice of certification is subject to challenge under section 120.569. • Establishes criteria for connected-city corridor plan amendments. • Provides that except for site-specific access management requirements, development in the certification area is deemed to satisfy concurrency if the County adopts a long-term transportation network plan and financial feasibility plan. • Provides an exemption from development of regional impact review. • Requires that the Office of Program Policy Analysis and Government Accountability provide a report and recommendations for implementing a statewide program to the Governor, President of the Senate, and Speaker of the House by December 1, 2024. 	X	
<p>Section 163.3248(4) Rural Land Stewardships (Chapter 2015-30, Section 6, Laws of Florida)</p>	<p>Deletes regional planning councils as entities that provide assistance and participate in developing a plan for the rural land stewardship area.</p>	X	
2016			

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3177(6)(a)11 Amendments to Future Land Use Element to Address Military Base Compatibility (Chapter 2016-10, Section 13, Laws of Florida)	Deletes this obsolete subsection which required local governments to transmit comprehensive plan updates or amendments to address compatibility of lands adjacent or closely proximate to existing military installations or lands adjacent to an airport to the state land planning agency by June 30, 2012.	X	
Section 163.3175(7) Financial Reporting for Ex Officio Military Representatives on Local Boards (Chapter 2016-148, Section 2, Laws of Florida)	Modifies this section to state that a representative of a military installation is not required to file a statement of financial interest pursuant to section 112.3145, F.S., solely due to his or her service on the local government's land planning or zoning board.	X	
Section 163.3184 Process for Adoption of Comprehensive Plans or Plan Amendments (Chapter 2016-148, Section 3, Laws of Florida)	<ul style="list-style-type: none"> • Amends section 163.3184(2)(c) to modify the language pursuant to changes in section 380.06, F.S., to require state coordinated review of plan amendments that approve DRI-sized proposed developments; no substantive change. • Adds subsection 163.3184(5)(e)3 to provide that when an administrative law judge issues an order recommending that a plan amendment be found in compliance, the recommended order becomes the final order 90 days after issuance unless the state land planning agency issues a final order finding the amendment in compliance, refers the recommended order to the Administration Commission, or all parties consent in writing to an extension of the 90-day period. • Amends section 163.3184(7)(d), for plan amendment challenges that are subject to mediation or expeditious resolution, to provide that when an administrative law judge issues a recommended order finding an amendment in compliance, except where the parties agree or there are exceptional circumstances, the state land planning agency must issue a final order within 45 days after issuance of a recommended order; and if the final order is not issued in 45 days, the recommended order finding the amendment in compliance becomes the final order. 		Procedural
Sections 163.3221(4)(b)(2) and (4)(b)(8) Florida Local Government Development Agreement Act; definitions	Modifies this section to reduce the minimum amount of total land area required for a sector plan from 15,000 acres to 5,000 acres.	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
(Chapter 2018-34, Section 1, Laws of Florida)			
2017 (none)			
2018			
Sections 163.3221(4)(b)(2) and (4)(b)(8) Florida Local Government Development Agreement Act; definitions (Chapter 2018-34, Section 1, Laws of Florida)	Amends the definition of "development" to exclude work by electric utility providers on utility infrastructure on certain rights-of-way or corridors and the creation or termination of distribution and transmission corridors.	X	
Sections 163.3245(3)(e), (3)(e)6., and (3)(e)12. Sector Plans (Chapter 2018-158, Section 7, Laws of Florida)	Sector Plans, updated statutory cross references.	X	
Sections 163.3246(11), (12), and (14) Local Government Comprehensive Planning Certification Program (Chapter 2018-158, Section 8, Laws of Florida)	Local Government Comprehensive Planning Certification Program updated to delete references to Development of Regional Impact Review.	X	
Section 163.3164 Master Development Plan (Chapter 2018-158, Section 21, Laws of Florida)	Definitions, added a new definition of "master development plan" or "master plan" as subsection (31) and renumbered subsequent sections. (2018)	X	
2019			
Section 163.3177(6)(f) Required and Optional Elements of Comprehensive Plan; Studies and Surveys (Chapter 2019-3, Section 31, Laws of Florida)	Updates statutory reference related to affordable workforce housing.	X	
Section 163.31801 Impact Fees	<ul style="list-style-type: none"> Revises the title and subsection 163.31801(3) and adds subsections 163.31801(3)(e) through (i) to amend the minimum requirements for 		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
(Chapter 2019-106, Section 1, Laws of Florida)	<p>the adoption of impact fees by specified local governments and notes restrictions to the allowable uses of those impact fees.</p> <ul style="list-style-type: none"> • Adds subsection 163.31801(6), which exempts water and sewer connection fees from the Florida Impact Fee Act. 		
<p>Section 163.3175(2) Legislative Findings on Compatibility of Development with Military Installations; Exchange of Information Between Local Governments and Military Installations (Chapter 2019-144, Section 1, Laws of Florida)</p>	<ul style="list-style-type: none"> • Relocates existing paragraphs (i) through (n) of subsection 163.3175(2) to be redesignated as paragraphs (j) through (o). • Adds new paragraphs (i) and (p) to subsection 163.3175(2) to specify additional local governments that must coordinate with certain military installations regarding the compatibility of land development. 	X	
<p>Section 163.3209 Electric Transmission and Distribution Line Right-of-way Maintenance (Chapter 2019-155, Section 2, Laws of Florida)</p>	<p>Deletes a provision that authorizes electric utilities to perform certain right-of-way tree maintenance only if a property owner has received local government approval.</p>	X	
<p>Section 163.3187(1)(b) Process for Adoption of Small-Scale Comprehensive Plan Amendments (Chapter 2019-157, Section 1, Laws of Florida)</p>	<p>Removes subsection 163.3187(1)(b), which specified the cumulative annual acreage maximum of adopted small-scale comprehensive plan amendments.</p>		Procedural
<p>Section 163.3167(3), Scope of Act (Chapter 2019-165, Section 3, Laws of Florida)</p>	<p>This subsection is amended to require the incorporation of development orders, existing prior to the comprehensive plan, into comprehensive plans adopted after January 1, 2019.</p>	Procedural	
<p>Section 163.3180, Concurrency (Chapter 2019-165, Section 4, Laws of Florida)</p>	<ul style="list-style-type: none"> • Amends subsection 163.3180(5)(i) to clarify compliance requirements for a mobility fee-based funding system. • Revises subsection 163.3180(6)(h)2.b. to require a local government to credit certain contributions, constructions, expansions, or payments toward any other impact fee or exaction imposed by local ordinance for public educational facilities and provides the requirements for the basis of that credit. 		Public Schools Facilities Element Policy 1.2.4

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.31801 Impact Fees (Chapter 2019-165, Section 5, Laws of Florida)	<ul style="list-style-type: none"> Amends subsection 163.31801(3) to add minimum conditions that certain impact fees must satisfy. Adds subsection 163.31801(4) to require local governments to credit against the collection of an impact fee any contribution related to public education facilities. Adds subsection 163.31801(5) so that if a local government increases its impact fee rates then the holder of impact fee credits is entitled to the full benefit of the intensity or density of the credit balance as of the date it was established and renumbers subsequent subsections. Amends renumbered subsection 163.31801(7) to provide that in certain actions, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of certain required dollar-for-dollar credits for the payment of impact fees meets certain requirements and prohibits the court from using a deferential standard for the benefit of the government. Adds subsection 163.31801(8) to authorize a local government to provide an exception or waiver for an impact fee for the development or construction of affordable housing and in doing such is not required to use any revenues to offset the impact. Adds subsection 163.31801(9) to clarify that this section does not apply to water and sewer connection fees. 	ACTION ITEM	<p>Public Schools Facilities Element Policy 1.2.2: credit against collection of impact fee for public education facilities</p> <p>Subsection 163.31801(8) not found in document, option to consider for affordable housing</p> <p>PROPOSED LANGUAGE: <u>The City of Miami Springs shall continue to evaluate the current land development requirements to identify methods to streamline the development process and reduce the costs associated with the development of affordable housing, including exceptions or waivers for impact fees for the development or construction of affordable and workforce housing.</u></p>
Section 163.3215(8) Standing to Enforce Local Comprehensive Plans Through Development Orders (Chapter 2019-165, Section 7, Laws of Florida)	<ul style="list-style-type: none"> Amends subsection 163.3215(8)(a) to provide that either party is entitled to a certain summary procedure in certain court proceedings. Adds subsection 163.3215(8)(b) clarifying how a court may find a summary procedure does not apply. Adds subsection 163.3215(8)(c) which provides that a prevailing party in a challenge to certain development orders can be entitled to recover certain fees and costs. 		Procedural
2020			
Section 163.3178 Coastal Management (Chapter 2020-2, Section 27, Laws of Florida)	<ul style="list-style-type: none"> Amends subsection 163.3178(2)(k) to update statutory references. Revises subsection 163.3178(8)(b) and (c) to remove outdated deadlines. 		Procedural

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.31771 Accessory Dwelling Units (Chapter 2020-27, Section 4, Laws of Florida)	Amends subsections 163.31771(3) and (4) to remove the requirement that a local government must adopt an ordinance finding a shortage of affordable rentals in the jurisdiction before allowing accessory dwelling units to be located in any area zoned for single family residential use.	X	
Section 163.31801 Impact Fees (Chapter 2020-27, Section 5, Laws of Florida)	Adds subsection 163.31801(10) and supporting paragraphs (a) through (e) to address the data on impact fee charges that must be reported in an annual financial report by a county, municipality or special district.		Procedural
Section 163.31801 Impact Fees (Chapter 2020-58, Section 1, Laws of Florida)	<ul style="list-style-type: none"> • Amends subsection 163.31801(3)(d) to specify that a new or increased impact fee may not be charged to current or pending permit applications submitted before the effective date of an ordinance or resolution imposing such an impact fee. • Amends subsection 163.31801(4) to clarify that a local government must provide credit against the collection of an impact fee of any contribution related to public education facilities regardless of any charter provision, comprehensive plan policy, ordinance, or resolution. • Adds subsection 163.31801(8) that sets forth the provisions by which impact fee credits are assignable and transferable and renumbers subsequent subsections. 		Procedural
Section 163.3168, Planning Innovations and Technical Assistance (Chapter 2020-122, Section 2, Laws of Florida)	Adds subsection 163.3168(4) providing guidance to the state land planning agency when selecting applications for technical assistance funding to give preference to counties with a population of 200,000 or less, and to municipalities located within such counties, in determining whether the area in and around a proposed multiuse corridor interchange as described in Section 338.2278 contains appropriate land uses and protections and aiding in amending a comprehensive plan to provide such appropriate land uses and protections.	X	
Section 163.3180 Concurrency (Chapter 2020-150, Section 28, Laws of Florida)	Amends subsection 163.3180(2) to alter the governmental entity that approves onsite sewage treatment and disposal systems from the Department of Health to the Department of Environmental Protection.	X	

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.31801 Impact Fees (Chapter 2019-165, Section 5, Laws of Florida)	<ul style="list-style-type: none"> • Amends subsection 163.31801(3) to add minimum conditions that certain impact fees must satisfy. • Adds subsection 163.31801(4) to require local governments to credit against the collection of an impact fee any contribution related to public education facilities. • Adds subsection 163.31801(5) so that if a local government increases its impact fee rates then the holder of impact fee credits is entitled to the full benefit of the intensity or density of the credit balance as of the date it was established and renumbers subsequent subsections. • Amends renumbered subsection 163.31801(7) to provide that in certain actions, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of certain required dollar-for-dollar credits for the payment of impact fees meets certain requirements and prohibits the court from using a deferential standard for the benefit of the government. • Adds subsection 163.31801(8) to authorize a local government to provide an exception or waiver for an impact fee for the development or construction of affordable housing and in doing such is not required to use any revenues to offset the impact. • Adds subsection 163.31801(9) to clarify that this section does not apply to water and sewer connection fees. 		Procedural
2021			

Legislative Change	Description	Not Applicable	Addressed Where?/How?
Section 163.3177(6)(i) Property Rights	<ul style="list-style-type: none"> Amending s. 163.3177, F.S.; requiring local governments to include a property rights element in their comprehensive plans; providing a statement of rights which a local government may use; requiring a local government to adopt a property rights element by the earlier of its adoption of its next proposed plan amendment initiated after a certain date or the next scheduled evaluation and appraisal of its comprehensive plan; prohibiting a local government's property rights element from conflicting with the statement of rights contained in the act 	<p style="text-align: center;">ACTION ITEM</p>	<p style="text-align: center;">New Property Rights Element</p>

37 **Section 3. Transmittal.** The City Planner is directed to transmit the EAR
38 Report Based Comprehensive Plan Amendments adopted by this Ordinance to the DEO
39 and all other units of local government or governmental agencies required by Florida
40 Statutes, Section 163.3184.

41
42 **Section 4. Conflicts.** All ordinances or parts of ordinances, and all Resolutions,
43 or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such
44 conflict.

45
46 **Section 5. Severability.** That the provisions of this Ordinance are declared to
47 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
48 any reason be held to be invalid or unconstitutional, such decision shall not affect the
49 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
50 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
51 notwithstanding the invalidity of any part.

52
53 **Section 6. Effective Date.** That this Ordinance shall be effective immediately
54 upon passage by the City Council on second reading, except that the effective date of the
55 comprehensive plan amendments approved by this Ordinance shall be the date a final
56 order is issued by the DEO or Administrative Council finding the plan amendments in
57 compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs
58 earlier. The Florida DEO notice of intent to find the plan amendments in compliance shall
59 be deemed to be the final order if no timely petition challenging the plan amendment is
60 filed.

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

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

66 Vice Mayor Dr. Walter Fajet _____
67 Councilman Bob Best _____
68 Councilwoman Jacky Bravo _____
69 Councilman Dr. Victor Vazquez _____
70 Mayor Maria Puente Mitchell _____

71
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73
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75 _____
76 MARIA PUENTE MITCHELL
77 MAYOR
78
79

80 ATTEST:

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82

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84 _____
ERIKA GONZALEZ, MMC

85 CITY CLERK

86

87

88 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

89 FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

90

91

92

93 _____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

94 CITY ATTORNEY

EXHIBIT A

EAR REPORT BASED COMPREHENSIVE PLAN AMENDMENTS

Exhibit
Proposed
Amendments

Amendments by Element:

Intergovernmental Coordination Element

Policy 1.1.12: Dispute Resolution Process, The City of Miami Springs shall utilize the South Florida Regional Planning Council's dispute resolution process to resolve disputes or conflicts, on planning, growth management, related issues between other local governments. When the City's efforts fail to resolve a dispute with any local government, the City shall notify the Regional Planning Council in writing about the dispute, requesting the Council's mediation. The City shall also notify the local government that the City has requested mediation assistance from the South Florida Regional Planning Council.

Policy 1.3.1: Miami Springs shall monitor changes to the adopted level-of-service standards of adjacent municipalities and jurisdictions, including City of Hialeah, Village of Virginia Gardens, and Miami-Dade County, and adjust its own level- of-service standards accordingly.

Policy 1.1.21 The City shall coordinate its planning and permitting processes with Miami-Dade County, Miami-Dade County Public Schools, and other parties of the Interlocal Agreement consistent with the procedures established within the Interlocal Agreement as follows:

1. Review and update of the annual Public Schools Work Program, containing the ~~financially feasible~~ schedule of capital improvements for school facilities needed to achieve and maintain the adopted level of service standards in all concurrency service areas (CSAs) and/or districtwide

Capital Improvements:

Policy 1.2.1

The following Level of Service (LOS) standards shall be maintained:

Potable Water: The City shall secure adequate potable water supply from Miami- Dade WASD to provide an average of ~~155~~94 gallons of water per capita per day. In addition, the City shall enforce the following standards through its interlocal agreement with the Miami-Dade Water and Sewer Department:

(a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year and an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.

Policy 1.2.3

Miami Springs hereby adopts by reference the Miami-Dade County Comprehensive Development Master Plan Amendments adopted February 4, 2015, the Miami-Dade Water and Sewer Department 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014), the 2018 Lower East Coast Water Supply Plan Update (LEC) approved by the South Florida Water Management District (SFWMD) on November 8, 2018 and additional information found within Water Use Permit 13- 00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will now expire on February 9, 2035. Currently, WASD is preparing to submit a WUP modification that will include updated water demand projections based on revised population data and is requesting an extension of the permit duration through the year 2040.

CONSERVATION ELEMENT

Policy 1.2.1 The City shall cooperate with the Miami-Dade County Water and Sewer Authority and other Miami-Dade County agencies to help ensure that wellfields and cones of influence are protected. Protection measures shall include restrictions on uses. No new facilities that use, handle, generate, transport or dispose of hazardous wastes shall be permitted within wellfield protection areas, and all existing facilities that use, handle, generate, transport or dispose of more than the maximum allowable quantity of hazardous wastes (as specified in Chapter 24-12-1 of the Code of Miami-Dade County, as may be amended from time to time within wellfield protection areas shall be required to take substantial measures such as secondary containment and improved operating procedures to ensure environmentally safe operations.

Policy 1.3.3 The City shall continue to evaluate alternative potable water supply sources evaluation techniques and technologies for water capture and reuse, including rainwater harvesting, and revise its Land Development Regulations as necessary to allow for these options with local building design

Policy 1.3.4 The City shall continue to promote the use of ultra-low-flow high efficiency plumbing fixtures through its Showerhead Exchange Program and requires and enforces the guidelines established by the Florida Building Code, Plumbing.

FUTURE LAND USE ELEMENT

Policy 1.1.4

The City shall enact and enforce as part of the land development code a concurrency management system. The concurrency management system shall specify that no development permit shall be issued unless the public facilities necessitated by a development (in order to meet level of service standards specified in the Transportation, Recreation and Open Space, and Infrastructure Policies) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately and shall be interpreted pursuant to the following:

Policy 1.1.9 The City shall maximize the use of native plants in City landscaping projects and large redevelopment sites utilizing Florida Friendly Landscape principles to provide and improve urban habitat and connectivity for native species.

Policy 1.1.10 The City shall adopt Florida Friendly Landscape principles into the Land Development Regulations.

Policy 1.2.1: ~~By 2016,~~ The City will adopt and maintain a community redevelopment plan that will address commercial redevelopment and deteriorated and blighted areas within the community.

Objective 1.10: Decisions regarding the location, extent and intensity of future land use will be based upon the physical ~~and financial~~ feasibility of providing all urbanized areas with services at levels of service (LOS) which meet or exceed the minimum standards adopted in the Capital Improvements Element.

INFRASTRUCTURE ELEMENT

Policy 1.4.3 Drainage: All nonresidential development and redevelopment shall adequately accommodate runoff to meet all Federal, state and local requirements. Stormwater shall be treated in accordance with the state code. One inch of runoff shall be retained on site. Post-development runoff shall not exceed peak pre development runoff.

Objective 1.5 Water Conservation

Policy 1.5.2 The city shall promote education programs for residential, commercial and other uses which will discourage waste and conserve potable water. The City will coordinate with the Miami-Dade Water and Sewer Department on this matter whenever possible.

Policy 1.5.3 The City shall collaborate with the Miami-Dade County Water and Sewer Department efforts to identify and reduce non-revenue water.

Policy 1.5.5 The City will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water during the dry season. The City will also comply with the water conservation requirements of the Miami-Dade County Code.

Policy 1.5.6 The City shall adopt Florida Friendly Landscape principles into the Land Development Regulations.

Policy 1.5.7 The City shall maximize the use of native plants in City landscaping projects and large redevelopment sites utilizing Florida Friendly Landscape principles to provide and improve urban habitat and connectivity for native species.

Policy 1.5.8 The City shall continue to evaluate alternative potable water supply sources evaluation techniques and technologies for water capture and reuse, including rainwater harvesting, and revise its Land Development Regulations as necessary to allow for these options with local building design.

Policy 1.5.9 The City shall continue to promote the use of ultra-low-flow high efficiency plumbing fixtures through its Showerhead Exchange Program and requires and enforces the guidelines established by the Florida Building Code, Plumbing.

Public Schools Facilities Element

Objective 1.1 *The City shall work in conjunction with Miami-Dade County Public Schools towards the reduction of the overcrowding which currently exists in the public school system, while striving to attain an optimum level of service pursuant to Objective 1.2. ~~The City shall also coordinate with Miami-Dade County Public Schools and other appropriate agencies to provide additional solutions to overcrowding so that countywide enrollment in Miami-Dade County's public schools will meet state requirements for class size by September 1, 2010.~~*

Policy 1.2.3: It is the goal of Miami-Dade County Public Schools, Miami-Dade County, and parties of the Amended and Restated Interlocal Agreement for Public School Facilities Planning, including the City of Miami Springs, for all public school facilities to achieve 100 percent utilization of Permanent FISH (No Relocatable Classrooms) ~~by January 1, 2018.~~ To help achieve the desired 100 percent utilization of Permanent FISH by 2018, Miami-Dade County Public Schools should continue to decrease the number of relocatable classrooms over time. Public school facilities that achieve 100 percent utilization of Permanent FISH capacity should, to the extent possible, no longer utilize relocatable classrooms, except as an operational solution, such as to achieve the level of service standard during replacement, remodeling, renovation or expansion of a public school facility. ~~By December 2010, Miami-Dade County in cooperation with Miami-Dade County Public Schools will assess the viability of modifying the adopted LOS standard to 100 percent utilization of Permanent FISH (No Relocatable Classrooms) for all CSAs.~~

Policy 1.2.1: The City shall amend its plan annually to adopt a new fifth year, updating the ~~financially feasible~~ public schools capital facilities program, coordinating the program with the 5-year school district facilities work plan, the plans of other local governments and as necessary, updates to the concurrency service area maps.

Recreation & Open Space Element

Policy 1.3.7: The City shall create a Recreation and Open Space Master Plan ~~by 2016~~ which will address the current and future needs of City residents, possible sites for new projects as well as coordination and integration of recreation and open space goals with the other Elements of the Comprehensive Plan. The Plan will include potential funding sources that will allow the enhancement and expansion of the City's recreation and open space system.

Draft New Property
Rights
Element

PROPERTY RIGHTS ELEMENT

Goal The City of Miami Springs will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

Objective 1.1 The City of Miami Springs will respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1.1 The City of Miami Springs will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.1.2 The City of Miami Springs will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.1.3 The City of Miami Springs will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.1.4 The City of Miami Springs will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

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

38
39 **Section 2. Water Supply Facility Plan Amendments Adopted.** The City
40 Council hereby adopts the 10-Year Water Supply Facilities Work Plan (2022) Update,
41 attached as Exhibit “A.”

42
43 **Section 3. Transmittal.** The City Planner is authorized to transmit the Water
44 Supply Facilities Work Plan Update adopted by this Ordinance to the Florida Department
45 of Economic Opportunity (“DEO”) and all other units of local government or governmental
46 agencies required by Florida Statutes, Section 163.3184.

47
48 **Section 4. Conflicts.** All ordinances or parts of ordinances, and all Resolutions,
49 or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such
50 conflict.

51
52 **Section 5. Severability.** That the provisions of this Ordinance are declared to
53 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
54 any reason be held to be invalid or unconstitutional, such decision shall not affect the
55 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
56 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
57 notwithstanding the invalidity of any part.

58
59 **Section 6. Effective Date.** That this Ordinance shall be effective immediately
60 upon passage by the City Council on second reading, except that the effective date of the
61 comprehensive plan amendments approved by this Ordinance shall be the date a final
62 order is issued by the Florida DEO or Administrative Council finding the plan amendments
63 in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs
64 earlier. The DEO notice of intent to find the plan amendments in compliance shall be
65 deemed to be the final order if no timely petition challenging the plan amendment is filed.

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

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

71 Vice Mayor Dr. Walter Fajet _____
72 Councilman Bob Best _____
73 Councilwoman Jacky Bravo _____
74 Councilman Dr. Victor Vazquez _____
75 Mayor Maria Puente Mitchell _____

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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

WATER SUPPLY FACILITIES WORK PLAN (2022) UPDATE

Exhibit
Draft Water Supply Plan

**CITY OF
MIAMI SPRINGS, FLORIDA**

**10-YEAR
WATER SUPPLY FACILITIES
WORK PLAN 2022~~2017~~
UPDATE**

ACKNOWLEDGEMENTS

City Council

Mayor Maria Puente Mitchell
Councilman Bob Best
Councilwoman Jackie Bravo
Councilman Walter Fajet
Councilwoman Victor Vasquez

City Staff

William Alonso, City Manager
Erika Gonzalez-Santamaria, City Clerk
Chris Heid, City Planner

Prepared By:
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1.0 Introduction

The purpose of the City of Miami Springs Water Supply Facilities Work Plan Update (Work Plan Update) adopted on XXXXX XX, 2022 is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City's jurisdiction. The City's first Work Plan was adopted

on August 8, 2008 while the first Update was adopted with an update adopted on August 14, 2017. This is the second update to the City's original 20-Year Water Supply Facilities Work Plan.

~~This is an update to the first Water Supply Facilities Work Plan that was adopted on August 8, 2008. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update. The 2018 Lower East Coast Water Supply Plan Update was approved by the South Florida Water Management District (SFWMD) on ~~October 10, 2013~~ November 8, 2018. Therefore, the deadline for local governments within the Lower East Coast jurisdiction to amend their comprehensive plans to adopt a Work Plan is March 13, 2015.~~

As a retail customer, City residents ~~of the~~ obtain their water directly from the Miami-Dade County Water and Sewer Department (WASD), which is responsible for ensuring that enough capacity is available for existing and future customers.

The City acknowledges the importance of water conservation and reuse and has included policies in its Comprehensive Plan to assist in implementing related strategies. The City recognizes that to maintain a water supply system and conservation program there must be effective coordination with Miami-Dade County Water and Sewer Department (WASD). The City has an excellent working relationship with WASD in ensuring compliance with all regulations and guidelines. City staff also coordinates with WASD during the development review process to ensure enough capacity is available for existing and future customers and supporting infrastructure is adequately maintained.

Starting with this Work Plan Update, the Miami-Dade County Water Supply Facilities Work Plan will have a 10-year planning horizon. The City Work Plan will reference the initiatives already identified in Miami-Dade County's ~~2010~~-year Work Plan Update, ~~which was adopted on February 4, 2015,~~ since the City is a retail buyer. To date, Miami-Dade County's 2020 10-Year Water Supply Facilities Work Plan Update has not been adopted, therefore this Work Plan Update will rely on the most current available data that may become available found in the Draft Miami-Dade Water and Sewer Department 10-Year Water Supply Facilities Work Plan October 2020, revised April 2021. According to state guidelines, the Work Plan and the comprehensive plan amendment must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. The City's Work Plan has the same planning timeframe as Miami-Dade County's ~~2010~~-year Work Plan.

The City's Work Plan is divided into six sections:

- Section 1 - Introduction
- Section 2 - Background Information
- Section 3 - Data and Analysis
- Section 4 - Intergovernmental Coordination
- Section 5 - Capital Improvement Elements
- Section 6 - Conclusion

1.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005 ~~and~~ 2011, 2012, 2015 and 2016 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes (F.S.) by strengthening

the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between-local land use planning and water supply planning.

1.2 Statutory Requirements

The City has considered the following statutory provisions when updating its Water Supply Facilities Work Plan Update (Work Plan Update):

1. Coordinate its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]
2. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a),F.S . Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180(2)(a),F.S.
4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated-SFWMD Regional Water Supply Plan, or the alternative project(s) proposed by the local government under [s. ~~373707(7)~~709(8)(b)],F.S. [s.163.3177(6)(c),F.S.];
 - b. Identify the traditional and alternative water supply projects, and the conservation and reuse programs necessary to meet water needs identified in the SFWMD Regional Water Supply Plan within the local government's jurisdiction [s. 163.3177(6)(c), F.S.]; and
 - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s.163.3177(6)(c),F.S.].
5. Revise the Five-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the SFWMD Regional Water Supply Plan, the SFWMD Water Management Plan, as well as applicable consumptive use

permit(s). [s.163.3177(6)(d),F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use and demand for the established planning period, considering the SFWMD Regional Water Supply Plan. [s.163.3167(943),F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the SFWMD Regional Water Supply Plan [s.163.3177(6)(h)1.F.S.].
8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191(3), F.S.].
9. A local government that does not own, operate, or maintain its own water supply facilities, including, but not limited to, wells, treatment facilities, and distribution infrastructure, and is served by a public water utility with a permitted allocation of greater than 300 million gallons per day is not required to amend its comprehensive plan in response to an updated regional water supply plan or to maintain a work plan if any such local government's usage of water constitutes less than 1 percent of the public water utility's total permitted allocation. However, any such local government is required to cooperate with, and provide relevant data to, any local government or utility provider that provides and natural groundwater aquifer recharge element updated in accordance with s. 163.3191. Any local government may verify its qualifications for the exemption with the Florida Department of Economic Opportunity (DEO) [s.163.3177(6)(c)4., F.S.].

2.0 BACKGROUND INFORMATION

2.1 Overview

The City of Miami Springs was founded by Glenn H. Curtiss, in 1926, and was originally known as Country Club Estates. The area we now know as Miami Springs was originally 17,000 acres of land bought by Curtiss to create a flight school for the growing air travel from Miami. From the original 128 residences that occupied the area, the City grew with the expansion of Miami's air travel needs. Today, Miami Springs has approximately 14,000 44,500 residents.

Historically, the development of Miami Springs has been tied to Miami International Airport, and this still serves as the largest economic engine within the City. Over time Miami Springs has developed a more diversified economy that caters to the needs of its residents and to the people living within the surrounding area.

Due to Glenn H. Curtiss' planning, Miami Springs has developed in a relatively planned and organized manner, providing its residents with green space, schools, and easily serviceable areas. While Miami Springs has experienced growth, it is important to note that it has not shown the same aggressive growth as other cities or as the County. As a substantially built out community the City will not have significant population growth during the planning period. The City's first Water Supply Facilities Work Plan was adopted in 2008, and was subsequently updated in 2017.

2.2 City Boundaries

The City is bound by N.W. 36th Street to the south, Miami River to the northeast and Ludlum Road to the west. The City also includes a 54-acre parcel of land located between the Miami River to the northeast, Le Jeune Road to the west and railroad tracks to the south and southeast. Figure 1 shows Miami Springs' location and boundaries.

2.3 Relevant Regional Issues

Regional issues that affect the City include minimizing pressure on the Everglades and Biscayne Bay ecosystems and, Biscayne and Floridan Aquifers. To that end, the Comprehensive Everglades Restoration Plan (CERP) is providing the foundation for one of the largest ecosystem restoration projects in the world. The SFWMD and the US Army Corps of Engineers have partnered in order to restore, protect and preserve the water resources of central and southern Florida, including the Everglades. Various projects under CERP help ensure the proper quantity, quality, timing, and distribution of waters to the Everglades and all of South Florida. The goal of CERP is to capture fresh water that now flows unused to the Atlantic Ocean and the Gulf of Mexico and redirect it to areas that need it most.

The SFWMD is the state agency responsible for water supply in the Lower East Coast planning area which includes the jurisdictional boundaries of Miami Springs. SFWMD plays a pivotal role in resource protection, through criteria used for Consumptive Use Permitting. As pressure increased on the Everglades ecosystem resource, the Governing Board initiated rulemaking to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of SFWMD's water use permit program. This reduced

reliance on the regional system for future water supply needs, mandates the development of alternative water supplies, and increasing conservation and reuse.

Even with an ever increasing population, withdrawals from the Aquifers will be limited, greater conservation will be required to reduce per capita use; and, reclaimed water must continue to be an important alternative water source per the 2008 Leah G. Schad Ocean Outfall Program. The City does not have any domestic wastewater facilities which discharge into the ocean. But It supports Miami-Dade Counties efforts in reducing wastewater outflows and providing for reuse.

The Lower East Coast's 2018 2013 Plan Update notes that a number of utilities have diversified their water supplies, including treatment and storage technologies, and water conservation programs. These alternatives include constructing brackish Floridan aquifer wells and reverse osmosis treatment plants, reclaimed water treatment and distribution facilities, and aquifer storage and recovery systems. Between 2007 and 2009, 41 MGD of potable water supply capacity was added. From 2010 to 2013, nine utilities built public water supply (PWS) projects with a capacity of 49 MGD. Approximately 14 percent of the current PWS allocation is now from an alternative water source, primarily brackish groundwater.

Intergovernmental Coordination Policy 1.1.4 provides coordination with MDWASD, RER (DERM) and the SFWMD. Intergovernmental Coordination Objective 1.4 and its implementing Policies supports climate change and sea level rise initiatives.

From FY2013 to FY2018, the SFWMD provided more than \$3 million in alternative water supply funding for 11 projects in the LEC Planning Area. Funded projects created 9.25 million gallons per day (mgd) of new reclaimed water capacity and 4.19 mgd of additional reclaimed water distribution or storage in the LEC Planning Area.

The 2018 Lower East Coast Water Supply Plan Update water supply major issues are as follows: 1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed. 2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria. 3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee. 4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law. 5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.

Policies are also in place to assist in the protection of surface and ground waters and, requirements that private development and public infrastructure projects maintain required surface water quality standards.

Through Conservation Objectives 1.2, 1.3 and Infrastructure Objectives 1.1, 1.3, 1.5 and its implementing policies, the City supports the protection and conservation of surface and groundwater. It also and maintains required surface water quality standards. Additionally, Intergovernmental Coordination, through its implementing Polices under Objectives 1.1 requires coordination with MDWASD and SFWMD.

As further outlined in Section 3.7 of this Plan the City of Miami Springs supports and assists Miami-Dade County and SFWMD in implementing programs and incentive for water conservation.

3.0 DATA AND ANALYSIS

The intent of the Data and Analysis section of the Work Plan is to describe the information that local governments need to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those that would change the Future Land Use Map (FLUM) to increase density and/or intensity. Additionally, population projections should be reviewed for consistency between the County and the SFWMD’s Water Supply Plan Update.

3.1 Population Information

According to the ~~2010~~ 2020 Census, the City ~~had~~ has a population of ~~13,859~~ 13,809 residents. The July 2015-2010 estimate count was 14,490, 13,809. This is a ~~4.9~~ 0.8% percent increase in population within that timeframe.

The City’s existing and future population (Years 2015-2035) figures were derived from the MDWASD Retail Customers estimate. Below is a comparison in tabular format. For the purpose of water supply planning the LEC projections will be utilized. ~~As shown in Table 1, the LEC Update states that the MDWASD Service Area has a population of 2,239,773.~~

The total ~~2010-2020~~ population of Miami-Dade County, in which the City’s population is included, was ~~2,861,401~~ 2,496,435 (Table A-7.B-1 ~~PWS and DSS Service area~~ population projections for the LEC Planning Area, ~~2013-2018~~ LEC Water Supply Plan Update).

Of that total the Miami-Dade WASD serviced ~~2,441,885~~ 2,487,983 residents.

Table 1. City vs. Miami-Dade County Population Comparison

	2015	2020	2025	2030	2035	2040
<u>City of Miami Springs</u>	14,490	<u>14,473</u> <u>15,069</u>	<u>14,672</u> <u>15,447</u>	<u>14,871</u> <u>15,825</u>	<u>15,070</u> <u>16,203</u>	<u>16,581</u>
<u>MDWASD Service Area</u>	<u>2,266,092</u>	<u>2,370,769</u> <u>2,487,983</u>	<u>2,475,446</u> <u>2,647,294</u>	<u>2,580,123</u> <u>2,792,869</u>	<u>2,642,929</u> (2033) <u>2,93,543</u>	<u>3,043,340</u>
<u>Miami-Dade County Total Pop.</u>	<u>2,631,629</u>	<u>2,766,823</u> <u>2,861,401</u>	<u>2,902,018</u> <u>3,048,599</u>	<u>3,037,212</u> <u>3,222,001</u>	<u>3,118,328</u> (2033) <u>3,374,199</u>	<u>3,515,800</u>

Source: Draft Miami-Dade WASD 10-Year Water Supply Facilities Plan October 2020 and 2018 LEC Water Supply Plan Update.

3.2 Miami Springs' Water Service Area

In September 2008, Miami Springs became a retail water customer of Miami-Dade WASD. Previously the City had been a wholesale customer. Figure 2 depicts current and future water service areas of the City. MDWASD is the only service provided to customers within the City’s municipal boundaries. The City

is currently undergoing applications for annexation of unincorporated Miami-Dade County areas; however, this is still pending final decisions. The proposed annexation area will continue to be served by MDWASD.

3.3 Potable Water Level of Service Standard

Policy 4-5-2 1.2.1 of the Infrastructure-Capital Improvements Element of the City’s Comprehensive plan contains the City’s Level of Service (LOS) standard for potable water.

The City shall secure adequate potable water supply from the Miami-Dade Water and Sewer Department in order to provide an average of ~~96~~ 94 gallons of potable water per capita per day. In addition, the City shall enforce the following standards through its interlocal agreement with the Miami-Dade Water and Sewer Department:

- (a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.
- (b) Water shall be delivered to users at a pressure of no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flows based on the land use served shall be maintained as follows:

Land Use Min.	Fire Flow (gpm)
Single Family Residential Estate	500
Single Family and Duplex; (Residential on minimum lots of 7,500 sf)	750
Multi-Family Residential; Semiprofessional Offices	1,500
Hospitals; Schools	2,000
Business and Industry	3,000

- (c) Water quality shall meet all federal, state, and county primary standards for potable water.
- (d) Countywide storage capacity for finished water shall equal no less than 15 percent of the Countywide average daily demand.

The City will continue to encourage the reduction of annual average per person demand pursuant to policies in the comprehensive plan as coordinated by MDWASD and the SFWMD. As evidenced by MDWASD data, as shown in Subsection 3.4 Table 2, the City has been successful in terms of water conservation as compared to other areas of Miami-Dade County (~~96~~ 93.79 gpcd (Miami Springs) vs. 137.2 gpcd (WASD)). In the future, the City will participate with Miami-Dade County in the utilization of reclaimed/reused water when available.

3.4 Population and Potable Water Demand Projections for Miami Springs

The SFWMD ~~2013~~ 2018 *Lower East Coast Water Supply Plan Update* (LEC) details the projected potable water demand for MDWASD, which includes the City of Miami Springs. Since MDWASD provides water to a number of Miami-Dade County municipalities and most of the unincorporated area, the analysis of the City’s water needs is determined by the City’s percentage of the overall population of the MDWASD service area population (Table 2).

Table 2.
MDWASD – Miami Springs
Current and Projected Water Supply
(MDWASD) Water Use Permit No. 13-00017-W)

	<u>ACTUAL</u>	<u>PROJECTED</u>			
	<u>2015</u> <u>2020</u>	<u>2020</u> <u>2025</u>	<u>2025</u> <u>2030</u>	<u>2030</u> <u>2035</u>	<u>2035</u> <u>2040</u>
<u>Population</u>	14,490 <u>15,069</u>	14,473 <u>15,447</u>	14,672 <u>15,825</u>	14,871 <u>16,203</u>	15,070 <u>16,581</u>
<u>2018 Per Capita (gallons per day finished water)</u>	96 <u>93.79</u>	96 <u>93.79</u>	96 <u>93.79</u>	96 <u>93.79</u>	96 <u>93.79</u>
	<u>MGD</u>	<u>MGD</u>	<u>MGD</u>	<u>MGD</u>	<u>MGD</u>
<u>Potable Water Demands (daily average annual) – City of Miami Springs</u>	1.34 <u>1.41</u>	<u>1.34</u> <u>1.45</u>	<u>1.40</u> <u>1.48</u>	<u>1.43</u> <u>1.52</u>	<u>1.45</u> <u>1.56</u>

Notes

1. Population projections and per Capita data from Draft MDWASD Retail Customers 10-Year Water Facilities Work Plan Exhibit C-7
2. ~~Per Capita data from LEC Chapter 6: Water Supply Development Projects, p. 248~~

3.5 Water Supply Distribution Provided by the City of Miami Springs

MDWASD is a regional water and wastewater utility that furnishes potable water service to approximately 2.6 million inhabitants and tens of thousands of commercial establishments. The service area covers numerous municipalities and most of the unincorporated areas of Miami-Dade County. The City of Miami Springs does not provide or distribute potable water to the City’s residents or businesses.

~~After review of County records it has been determined they are incomplete with respect to self supply systems.~~

3.6 Water Supply Provided by Miami-Dade Water and Sewer Department

The City receives its entire water supply from the Miami-Dade Water and Sewer Department. In 2007, the City indicated their desire to pursue the transfer of its water and sewer department to the County; said transfer was approved by the Miami-Dade County Commissioners (BCC) on July 17, 2008. In the Miami-Dade County 20-Year Water Supply Facilities Work Plan, the WASD committed to meet the water demand for the municipalities within the service area.

The MDWASD System supplies potable water to over 2.6 million persons, including residents and businesses within a number of municipalities, and is an interconnected system of three subareas. The WASD's service area includes all portions of Miami-Dade County within the Urban Development Boundary (UDB), excluding all or portions of North Miami, North Miami Beach, Miami Gardens, Homestead and the Florida City service area. Miami Springs is located in the Hialeah-Preston Subarea, which serves the northern part of Miami-Dade County.

The City of Miami Springs is served by the Hialeah-Preston sub-area water treatment plant. The sub-area is comprised of dedicated low-pressure pipelines, remote storage tanks, pumping facilities and high pressure systems. This system delivers water to Hialeah, Miami Springs, the City of Miami and other portions of northeastern Miami-Dade County, generally north of Flagler Street. The Hialeah Reverse Osmosis (R.O.) plant was completed in October 2013 and is providing water to the City of Hialeah and unincorporated Miami-Dade County.

The information contained in the Comprehensive Development Master Plan Amendments adopted February 4, 2015 and the draft Miami-Dade WASD 10-year Water Supply Facilities Work Plan ~~Miami-Dade WASD 20-year Water Supply Facilities Work Plan~~ (2014-2033) Support Data (November 2014), the ~~2013~~ 2018 Lower East Coast Water Supply Plan Update (LEC) approved by the SFWMD on ~~October 40, 2013~~ November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will expire on February 9, 2035.

The following Miami-Dade County Comprehensive Development Master Plan Policy supports the coordination with the SFWMD LEC Update:

WS-6D. In the development of its future potable water supplies, Miami-Dade County shall, to the maximum extent feasible, utilize methods which preserve the integrity of the Biscayne Aquifer, protect the quality of surface water and related ecosystems, consider and are compatible with the South Florida Water Management District's Lower East Coast Regional Water Supply Plan and the current Water Use Permit, and comply with the land use and environmental protection policies of the Miami-Dade County CDMP, the Strategic Regional Policy Plan for South Florida, and the State Comprehensive Plan.

3.7 Conservation

The 2018 LEC Water Supply Plan update suggests that Miami-Dade County may be able to save approximately 40 mgd by 2040 if urban and agricultural conservation practices are followed.

Water conservation is the key to maintaining the health and productivity of the ~~Surficial~~ surficial and Floridan Aquifers. Promoting water conservation equipment, techniques, and practices will benefit customers economically and maintain a realistic water demand picture for utilities. Protection of the aquifer system and wellfields (Figure 3.) through conservation and reuse, recharge enhancement,

limitations on withdrawal, regulation of land use, and maintenance of minimum flows and levels will ensure the availability of an adequate water supply for all competing demands, maintain and enhance the functions of natural systems and preserve water quality.

The City works in coordination with and supports MDWASD, SFWMD and state efforts aimed at promoting conservation through a variety of means including working with community groups to promote education and water conservation techniques. For example, the Miami Springs Woman's Club hosted a free educational session "Water: Our Most Precious Resource" on April 24, 2017. The City website includes links to the Miami-Dade County water restriction and water conservation website. In 2007, the City removed water meters and discontinued irrigation to City owned properties, including landscaped medians, downtown and City parks. The City provides free water-efficient showerheads to the residents in an exchange program. In 2016, the Miami Springs golf course replaced its entire irrigation system with a modern, water efficient system.

Beyond educating the business and residential community, the City promotes water conservation through conformance with and use of the Miami-Dade County Landscape Ordinance. All landscape projects are required to conform with these standards which are enforced during the development review process. The City also promotes outdoor conservation through the Miami Springs Ecology Board which promotes Florida-friendly landscaping, composting and other water saving techniques. City sponsored projects include water efficient landscape techniques as well. The new Westward Drive Bike Path was designed with drought tolerant plants which will be an improvement to medians currently landscaped with grass.

The City implements mandatory year-round landscape irrigation conservation per FAC 40E-24 by distribution of an educational flyer. The flyer is available on the City's website, at City Hall and is provided to violators by the City's code enforcement team. In addition to the flyer, the City website contains a link to the Miami-Dade County webpage detailing the rules pertaining to yard watering restrictions.

The City does not currently have reclaimed water capability or infrastructure.

3.7.1 County-wide Issues

Section 4.5 Water Conservation and Reuse of the Miami-Dade WASD 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014) outlines additional MDWASD efforts. (pages 4-6 and 7).

Miami-Dade Consolidated PWS Water Use Permit No. 13-00017-W Water Conservation Plan 2020 Annual Report Section I states BMPs implemented since the plan inception resulted in declining per capita water consumption. Because of public outreach efforts as of December 31, 2020, the County is currently experiencing actual finished water demands of 324.26 MGD, which is approximately 17 MGD lower than 2006 actual finished water demands of 341.58 MGD (as of 12/31/2006), the year prior to implementation of the WUE Plan).

Presently, water utilities are saving substantial amounts of water through strategic water-efficiency programs and Best Management Practices (BMP) included in their Water Use Efficiency Plan. The savings from water conservation often translate into more potable water available for residential and non-residential use, capital and operating savings, which allow systems to defer or avoid significant expenditures for water supply facilities and wastewater facilities.

The City continues to remain in full support of the water conservation initiatives adopted by SFWMD and Miami-Dade County.

While the City is not responsible for the Comprehensive Everglades Restoration Project, it is supportive of the regional water conservation efforts related to this regional rehydration of the Florida Everglades. The City is also supportive of mandating yard water restrictions that have been directed by the South Florida Regional Water Management District. There are no water conservation projects identified in the City's Capital Improvements Element or Capital Improvements Program.

The City will continue to coordinate future water conservation efforts with WASD and SFWMD to ensure that proper techniques are applied. The City will continue to actively support SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water. The City provides a link to the County webpage related to conservation and water restriction policies.

Reuse

~~For the past several years, t~~ The State of Florida is leading the nation in water reuse. The water reuse effort in the state is primarily led by utilities, local governments, the water management districts and state agencies. The intent of their efforts is to implement water reuse programs that increase the volume of reclaimed water used and promotes public acceptance of reclaimed water. While the City does not own or maintain the water infrastructure, the City is in full support of the water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. ~~The County has committed to implement a total of 117.5 mgd of water reuse as noted in the County's 20-year water use permit.~~

Currently, WASD is implementing a total of 16.49 MGD of reuse at each of the Wastewater Treatment Plants, primarily for in-plant (process water) use. In addition, WASD will be providing up to 15 MGD of reclaimed water from the South District Wastewater Treatment Plant to the FPL facilities at Turkey Point, per Miami-Dade County Resolution No. R-579-20 approved by the BCC on June 16, 2020. At this time, WASD does not have additional reuse projects that are technically, environmentally, and economically feasible as defined in the Florida Statute.

3.7.2 Local Government Specific Actions, Programs, Regulations, or Opportunities

The City will coordinate future water conservation efforts with the WASD and the SFWMD to ensure that proper techniques are applied. In addition, the City will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner. The City will continue to actively support the SFWMD and Miami- Dade County in the implementation of new regulations or programs that are designed to conserve water. The City will also continue to comply with all the Water Use Efficiency requirements included in the Miami- Dade County Code. Finally, the City will administer its own water conservation policies and programs.

The City implements mandatory year-round landscape irrigation conservation per FAC 40E-24 by distribution of an educational flyer. The flyer is available on the City's website, at City hall and is provided to violators by the City's code enforcement team. In addition to the flyer, the City website contains a link to the Miami-Dade County webpage detailing the rules pertaining to yard watering restrictions.

3.7.3 MDWASD Specific Regulations

MDWASD, and therefore the City of Miami Springs, implement water conservation through the following Ordinances: Irrigation Hours, Florida-Friendly Landscape, ~~Ultra-low Volume~~ High Efficiency Fixtures, Rain Sensor, Water Conservation Rate Structure, Leak Detect & Repair Program and Public Education Program. The City will also continue to comply with all the Water Use Efficiency requirements included in the Code of Miami-Dade County.

3.8 Reuse

3.8.1 Regional and County-wide Issues

State law supports reuse efforts. For the past years, Florida's utilities, local governments and water management districts have led the nation in implementing water reuse programs that increase the quantity of reclaimed water used and public acceptance of reuse programs. Section 373.250(1) F.S. provides that "The encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department and used in this chapter, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., provides that "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

The City supports water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. The County has committed to implement a total of 117.5 MGD of water reuse as noted in the County's 20-year water use permit. ~~In the~~ According to the 20 10-year Work Plan, "the County's projected finished water demands are now markedly lower than anticipated when the first 20-year water use permit application as submitted. As such, wastewater reuse to address water supply demands is no longer required, and other alternative water supplies (Floridian aquifer, water conservation, C-51 reservoir, etc.) have been determined to be more viable and shall be considered in the future." ~~identified a number of water reuse projects and their respective schedules. According to the Plan, "reuse projects to recharge the aquifer with highly treated, reclaimed water will be in place before additional withdrawals over the base condition water use are made from the Alexander Orr and South Dade subarea wellfields. In addition, reuse irrigation projects are anticipated for the North and Central District Wastewater Treatment Plants. These projects will be implemented in the Cities of North Miami and North Miami Beach and are currently under construction for Key Biscayne."~~

3.8.2 Local Government Specific Actions, Programs, Regulations, or Opportunities

The City will support the SFWMD and Miami-Dade County water reuse projects, and implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water.

4.0 INTERGOVERNMENTAL COORDINATION

The provision of water supply needs in the City is achieved in coordination with local, county, and regional partners including Miami-Dade County WASD and SFWMD. MDWASD is the City's primary water partner as they provide the City its water service utilities. MDWASD ensures that water supply services are provided to the majority of residents of Miami-Dade County in the most efficient and effective manner. SFWMD acts to protect the region's water supply resources and coordinates the implementation of state water regulations and policies through local water planning efforts and water supply services.

In this update of the Water Supply Plan, the City has reviewed its water supply related Comprehensive Plan Objectives and Policies and updated them as necessary. Changes to the Comprehensive Plan Objectives and Policies are set forth in the amended Comprehensive Plan which is incorporated herein. Some of the policies included in the amended Comprehensive Plan which detail coordination efforts between the City and both MDWASD and SFWMD, to provide sufficient water to its residents, are:

- Capital Improvements Element
 - Goal 1, Objective 1.2, Policy 1.2.1 –
 - Goal 1, Objective 1.2, Policy 1.2.3 –
 - Goal 1, Objective 1.2, Policy 1.2.4 –
- Conservation Element
 - Goal 1, Objective 1.2, Policy 1.2.1 –
 - Goal 1, Objective 1.2, Policy 1.2.3 –
 - Goal 1, Objective 1.3, Policy 1.3.1 –
- Intergovernmental Coordination Element
 - Goal 1, Objective 1.1, Policy 1.1.4 –
 - Goal 1, Objective 1.1, Policy 1.1.5 –
 - Goal 1, Objective 1.4, Policy 1.4.1 –
 - Goal 1, Objective 1.4, Policy 1.4.2 –
 - Goal 1, Objective 1.4, Policy 1.4.3 –
- Infrastructure Element
 - Goal 1, Objective 1.1, Policy 1.1.2; Policy 1.1.3; and Policy 1.1.4
 - Goal 1, Objective 1.3, Policy 1.3.1; Policy 1.3.2; Policy 1.3.3; and Policy 1.3.4
 - Goal 1, Objective 1.4, Policy 1.4.2; Policy 1.4.3
 - Goal 1, Objective 1.5, Policy 1.5.1; Policy 1.5.2; Policy 1.5.3; Policy 1.5.4; Policy 1.5.5

As a retail customer, the City must coordinate the adequate supply of water and conservation practices with MDWASD and implement the requirements of County Code.

5.0 CAPITAL IMPROVEMENTS

The information contained in the Comprehensive Development Master Plan Amendments adopted February 4, 2015 and the Miami-Dade WASD 2010-year Water Supply Facilities Work Plan (2014-2033 October 2020), Support Data (November 2014), the 2013-2018 Lower East Coast Water Supply Plan Update (LEC) approved by the SFWMD on October 10, 2013 November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will expire on February 9, 2035. WASD has requested an extension of the permit to 2040.

As a retail customer the City of Miami Springs is not responsible for the provision of infrastructure for potable water treatment and distribution. There are no water facility projects in the City's Capital Improvements Program during this planning period. Below is a partial list of MDWASD projects and changes to its Capital Improvement Schedule.

As stated previously in Section 3.6, Miami Springs is located within the Hialeah-Preston (H-P) subarea and is comprised of dedicated low-pressure pipelines, remote storage tanks, pumping facilities and high-pressure systems. This system delivers water to Hialeah, Miami Springs, Virginia Gardens, the City of Miami and other portions of northeastern Miami-Dade County, generally north of Flagler Street. The Hialeah Reverse Osmosis (R.O.) plant was completed in October 2013 and is providing water to the City of Hialeah and unincorporated Miami-Dade County.

City Capital Improvements Projects
City of Miami Springs
Capital Improvements 2022 -2027 Stormwater

	FUNDING	2022-23	2023-24	2024-25	2025-26	2026-27	Totals
STORMWATER							
O&M Stormwater system	Revenues	100,000	100,000	100,000	100,000	100,000	500,000
Oakwood/East Drive Stormwater Project	ARPA	5,192,476	-	-	-	-	5,192,476
NRP Median/Stormwater Project	ARPA	2,348,721	-	-	-	-	2,348,721
TOTAL ENTERPRISE FUNDS		7,716,197	100,000	331,000	185,000	185,000	8,517,197
TOTAL ALL FUNDS		16,862,510	1,208,946	2,427,420	2,320,866	3,462,184	26,146,926

The following major Capital Improvements Projects may impact the City and are as further described in the Miami-Dade WASD 2010-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014) Table 42-5-1:

- 1) Systemwide Wellfield Improvements;
- 2) Systemwide Water Main Extensions;
- 3) Central M-D Water Transmission Mains Improvements: and,

4) Alexander Orr, Jr. Water Treatment Plant Expansion.

Alternative Water Supply Projects

10 MGD Hialeah RO WTP Phase 1 – Operational October 2013 (7.5 MGD well capacity constructed, increased to 10 MGD by end of 2020 when well completed.)

20 MGD South Miami Heights WTP – under design (17.5 MGD Biscayne Florida Aquifer/2.5 MGD Florida Biscayne Aquifer)

~~Alternative Water Supply Project's – anticipated to be completed by December 31, 2018~~

~~Hialeah RO WTP Phase 2 and 3~~

~~Hialeah Floridan Aquifer RO WTP Phase 1-b, 4 Florida Aquifer supply plans.~~

~~South Miami Heights WTP Phase 1 (RO Portion) – anticipated completion date 12/31/2026~~

~~South Miami Heights WTP Phase 2 (RO Portion) – anticipated completion date 12/31/2031~~

~~Graham Wells Construction~~

~~Blending and canal recharge projects~~

~~Reuse Projects~~

~~Updated Reuse Projects~~

~~Existing Reuse at Three Wastewater Treatment Plants~~

~~Biscayne Bay Coastal Wetlands Rehydration~~

~~———— Pilot Completed~~

~~———— Full Scale capacity~~

~~90 MGD FPL for new cooling towers~~

~~CDWWTP, SDWWTP, New WDWTP Florida Aquifer re-charge to meet Ocean Outfall~~

~~Legislation (Total 27.6 MGD)~~

~~CANCELLED Reuse Projects~~

~~Phase 1 and 2 Canal Re-charge for Alexander Orr WTP~~

Water Treatment Plants

Hialeah RO WTP

On-line October ~~2013~~ 2020

10 MGD (7.5 MGD Operational)

50% MDWASD/50% Hialeah

South Miami Heights

On-line by December 31, ~~2019~~ 2026

17.5 MGD Finished Water from Florida Aquifer

2.55 MGD Finished Water from Biscayne Aquifer (to be completed 12/31/2031)

Expenditures and Revenues associated with the above referenced projects, and others, are found in Table 3 on the following page.

Table 3.
MDWASD – Water Supply CIE Projects
City of Miami Springs

		Miami-Dade Water and Sewer Department PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN			Version 5 - Adopted MYCIP FY20-26 - After OMB Adjustments											
		Projection by Project Sub-Project by Year - Water			Active and Future projects											
		As of: 9/30/2019														
Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	
1050	101711	17,694,282	636,418	17,057,864	400,000	7,552,000	4,745,719	2,860,145	1,500,000	0	0	0	0	0	0	17,057,864
	102104	3,000,000	0	3,000,000	3,000,000	0	0	0	0	0	0	0	0	0	0	3,000,000
	102106	6,054,178	554,178	5,500,000	2,500,000	3,000,000	0	0	0	0	0	0	0	0	0	5,500,000
	102110	3,200,000	0	3,200,000	3,200,000	0	0	0	0	0	0	0	0	0	0	3,200,000
	102127	4,967,242	1,096,072	3,871,170	3,871,170	0	0	0	0	0	0	0	0	0	0	3,871,170
	102134	7,604,457	5,545,906	2,058,551	2,058,551	0	0	0	0	0	0	0	0	0	0	2,058,551
	102170	2,000,000	0	2,000,000	2,000,000	0	0	0	0	0	0	0	0	0	0	2,000,000
	102171	1,500,000	0	1,500,000	0	0	488,208	1,010,792	0	0	0	0	0	0	0	1,500,000
	102173	12,819,000	0	12,819,000	900,000	600,000	4,527,600	6,791,400	0	0	0	0	0	0	0	12,819,000
	TOTAL - 1050	58,838,159	7,832,574	51,006,585	17,929,721	11,152,000	9,782,527	10,662,337	1,500,000	0	0	0	0	0	0	51,006,585
1051	101577	64,218,739	247,935	63,970,804	0	2,521,160	2,790,046	10,818,804	24,902,747	22,838,047	0	0	0	0	0	63,970,804
	101579	11,161,990	1,896,826	9,265,164	5,765,164	2,000,000	1,500,000	0	0	0	0	0	0	0	0	9,265,164
	101694	14,310,516	13,441,087	869,429	803,929	65,500	0	0	0	0	0	0	0	0	0	869,429
	101882	18,103,746	381,746	17,722,000	300,000	400,000	6,808,800	10,213,200	0	0	0	0	0	0	0	17,722,000
	101883	848,054	345,427	500,627	500,627	0	0	0	0	0	0	0	0	0	0	500,627
	101945	11,258,345	0	11,258,345	700,000	300,000	4,102,538	6,153,807	0	0	0	0	0	0	0	11,258,345

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Miami-Dade Water and Sewer Department
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 Projection by Project Sub-Project by Year - Water
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Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Future	Total	
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029				
101946	HYDROTREATOR DRIVES ASSEMBLES AND MOTORS	1,500,000	584,413	915,587	915,587	0	0	0	0	0	0	0	0	0	0	0	0	915,587
102107	HYPOCHLORITE FEED/STORAGE AT ORR WTP	7,054,855	127,655	6,927,200	500,000	300,000	2,450,800	3,676,200	0	0	0	0	0	0	0	0	0	6,927,000
102167	A. ORR WTP LIME KILN SWITCH GEAR BUILDING AND FEEDERS	8,400,000	390,903	8,009,097	5,755,284	2,253,813	0	0	0	0	0	0	0	0	0	0	0	8,009,097
102169	A. ORR WTP PUMP ROOM FOR SOFTENER CLUSTERS 1-8 AND 11-14	700,000	330,042	369,958	369,958	0	0	0	0	0	0	0	0	0	0	0	0	369,958
102175	ALEXANDER ORR WATER TESTING LABORATORY	10,858,453	304,694	10,553,759	2,972,710	4,452,992	3,128,057	0	0	0	0	0	0	0	0	0	0	10,553,759
TOTAL - 1051		148,410,498	18,050,728	130,359,770	18,583,259	12,293,465	20,780,241	30,862,011	24,902,747	22,930,047	0	0	0	0	0	0	0	130,359,770
1053	102116 20-INCH WATER MAIN - BISCAIYNE BLVD - AREA L	1,006,056	59,931	946,125	0	0	0	8,138	551,494	386,493	0	0	0	0	0	0	0	946,125
102197	PORT OF MIAMI WATER SUPPLY LINE	29,311,465	21,957,974	7,353,491	5,000,000	2,353,491	0	0	0	0	0	0	0	0	0	0	0	7,353,491
102227	INSTALL OF 54-INCH WM ALONG RED ROAD (W 4TH AVE), FROM W 21ST ST TO W 5RD ST	42,589,093	580,956	42,018,137	445,000	1,183,515	5,246,219	7,143,403	14,000,000	9,000,000	5,000,000	0	0	0	0	0	0	42,018,137
103004	REPLACEMENT OF 6,000 LF OF CORRODED 8", 12", 16" WM ALONG NE 36 CT / TURNBERRY WAY FROM WILLIAM LEHMAN	2,845,528	78,708	2,766,820	350,000	751,000	1,665,820	0	0	0	0	0	0	0	0	0	0	2,766,820
TOTAL - 1053		75,762,142	22,677,569	53,084,573	5,795,000	4,288,006	6,912,039	7,151,541	14,551,494	9,386,493	5,000,000	0	0	0	0	0	0	53,084,573
1054	101441 54" REPLACEMENT OF LOW PRESSURE WATER MAIN IN NW 62 ST (NW 37 AVE - 10 AVE)	10,710,779	265,636	10,445,143	0	0	254,069	699,823	1,000,000	4,219,985	4,271,266	0	0	0	0	0	0	10,445,143
TOTAL - 1054		10,710,779	265,636	10,445,143	0	0	254,069	699,823	1,000,000	4,219,985	4,271,266	0	0	0	0	0	0	10,445,143
1055	102016 VARIOUS WATER TRANSMISSION MAINS (20 AND 24 INCHES)	5,163,420	0	5,163,420	450,000	829,328	3,735,428	148,664	0	0	0	0	0	0	0	0	0	5,163,420
TOTAL - 1055		5,163,420	0	5,163,420	450,000	829,328	3,735,428	148,664	0	0	0	0	0	0	0	0	0	5,163,420
1056	101474 SPECIAL CONSTRUCTION - WATER IMPROVEMENTS - LOCKER ROOMS	4,057,774	557,774	3,500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	0	0	0	0	0	0	3,500,000
TOTAL - 1056		4,057,774	557,774	3,500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	0	0	0	0	0	0	3,500,000

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Miami-Dade Water and Sewer Department
PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN
 Projection by Project Sub-Project by Year - Water
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Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Future	Total	
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029				
1059	101084 MIAMI SERVICE FACILITY (PHASE 1)	1,064,685	0	1,064,685	0	0	0	0	0	0	0	0	0	1,064,685	0	0	0	1,064,685
101505	SOUTH MAINTENANCE CENTER	23,721,660	395,575	23,326,085	0	0	0	0	0	0	0	0	0	23,326,085	0	0	0	23,326,085
101507	NORTH MAINTENANCE CENTER	10,116,520	0	10,116,520	0	0	0	0	0	0	0	250,000	9,866,520	0	0	0	0	10,116,520
101547	MIAMI SERVICE FACILITY (PHASE 2)	12,210,998	0	12,210,998	0	0	0	0	0	0	0	9,281,747	2,929,251	0	0	0	0	12,210,998
101888	MIAMI GARDENS (CAROL CITY YARD) - MODULAR / STEEL BUILDING	1,300,000	0	1,300,000	0	0	0	0	0	0	0	0	135,000	1,165,000	0	0	0	1,300,000
TOTAL - 1059		48,413,863	395,575	48,018,288	0	0	0	0	0	0	0	9,666,747	38,351,541	0	0	0	0	48,018,288
1060	100786 WATER DISTRIBUTION SYSTEM EXTENSION	55,368,190	8,778,040	46,590,150	3,432,043	9,160,107	9,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	0	0	0	0	0	46,590,150
101734	WATER DISTRIBUTION SYSTEM EXTENSION FOR JPA's	70,828,952	33,415,887	37,213,065	12,530,198	3,350,944	7,035,279	6,296,644	2,000,000	2,000,000	2,500,000	1,500,000	0	0	0	0	0	37,213,065
102111	12/16 INCH WATER MAINS IN S. MIAMI-DADE AREA E	4,862,026	0	4,862,026	0	2,862,026	2,000,000	0	0	0	0	0	0	0	0	0	0	4,862,026
102140	FURBISH AND INSTALL 48-INCH WATER MAIN IN SW 117 AVE, SW 72 ST, SW 127 AVE FROM SW 68 ST TO SW 152 ST. (AREA N)	49,153,848	20,896,793	28,257,055	15,200,000	7,000,000	5,057,055	1,000,000	0	0	0	0	0	0	0	0	0	28,257,055
TOTAL - 1060		180,013,016	63,088,721	116,924,295	31,162,241	22,373,077	23,092,334	12,296,644	7,000,000	7,000,000	7,500,000	6,500,000	0	0	0	0	0	116,924,296
1063	100789 FIRE HYDRANT INSTALLATION AND RELATED SYSTEM BETTERMENTS	22,634,907	2,634,907	20,000,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	0	0	0	0	0	20,000,000
TOTAL - 1063		22,634,907	2,634,907	20,000,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	0	0	0	0	0	20,000,000
1064	100790 MISCELLANEOUS TOOLS AND EQUIPMENT	22,091,862	6,275,115	15,816,747	2,273,622	1,543,125	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	0	0	0	0	0	15,816,747
101724	HEAVY CONSTRUCTION EQUIPMENT	39,197,329	9,169,885	30,027,444	4,331,038	4,196,406	4,000,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	0	0	0	0	0	30,027,444
101725	VEHICLES/TRANSPORTATION EQUIPMENT	27,297,582	8,975,995	18,321,587	2,194,478	1,127,109	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	0	0	0	0	0	18,321,587
102027	AUTOMATED METER READING (AMR)	120,288,814	288,814	120,000,000	1,500,000	2,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	95,000,000	0	0	0	0	120,000,000
TOTAL - 1064		208,875,587	24,709,809	184,165,778	10,299,138	9,366,640	12,000,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	95,000,000	0	0	0	0	184,165,778
1066	100792 WATER PLANTS REHABILITATION	53,562,683	9,334,440	44,228,243	17,930,743	9,297,500	9,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	0	0	0	0	0	44,228,243
101714	SECURITY PROJECTS	3,517,220	742,803	2,774,417	0	545,104	229,313	1,000,000	1,000,000	0	0	0	0	0	0	0	0	2,774,417
TOTAL - 1066		57,079,903	10,077,243	47,002,660	17,930,743	9,842,604	9,729,313	2,500,000	2,500,000	1,500,000	1,500,000	1,500,000	1,500,000	0	0	0	0	47,002,660

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 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	
1067	100793	177,243,086	14,671,337	162,571,749	18,185,500	23,494,750	20,891,499	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	0	0	0	162,571,749
	TOTAL - 1067	177,243,086	14,671,337	162,571,749	18,185,500	23,494,750	20,891,499	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	0	0	0	162,571,749
1070	101470	2,246,784	817,709	1,429,075	400,000	1,029,075	0	0	0	0	0	0	0	0	0	1,429,075
	TOTAL - 1070	2,246,784	817,709	1,429,075	400,000	1,029,075	0	0	0	0	0	0	0	0	0	1,429,075
1075	101891	43,250,000	0	43,250,000	0	0	0	0	0	0	0	43,250,000	0	0	0	43,250,000
	102135	36,180,996	4,175,742	32,005,254	5,218,254	6,487,000	8,200,000	7,100,000	3,500,000	1,500,000	0	0	0	0	0	32,005,254
	102176	1,164,456	264,456	900,000	350,000	275,000	275,000	0	0	0	0	0	0	0	0	900,000
	103026	69,000,000	0	69,000,000	0	0	0	69,000,000	0	0	0	0	0	0	0	69,000,000
	TOTAL - 1075	149,595,452	4,440,198	145,155,254	5,568,254	6,762,000	8,475,000	76,100,000	3,500,000	1,500,000	0	43,250,000	0	0	0	145,155,254
1077	102021	48,627,857	28,325,074	20,302,783	5,827,700	1,100,000	1,075,063	1,000,000	1,000,000	10,300,000	0	0	0	0	0	20,302,783
	TOTAL - 1077	48,627,857	28,325,074	20,302,783	5,827,700	1,100,000	1,075,063	1,000,000	1,000,000	10,300,000	0	0	0	0	0	20,302,783
1078	101368	8,381,144	1,004,767	7,376,377	141,000	898,300	1,337,077	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	0	0	7,376,377
	TOTAL - 1078	8,381,144	1,004,767	7,376,377	141,000	898,300	1,337,077	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	0	0	7,376,377
1080	101879	5,818,628	4,630,186	1,188,442	1,188,442	0	0	0	0	0	0	0	0	0	0	1,188,442
	102182	2,446,877	0	2,446,877	646,877	1,000,000	800,000	0	0	0	0	0	0	0	0	2,446,877
	TOTAL - 1080	8,265,505	4,630,186	3,635,319	1,835,319	1,000,000	800,000	0	0	0	0	0	0	0	0	3,635,319
1081	101966	13,910,870	9,358,024	4,552,846	3,952,846	600,000	0	0	0	0	0	0	0	0	0	4,552,846
	TOTAL - 1081	13,910,870	9,358,024	4,552,846	3,952,846	600,000	0	0	0	0	0	0	0	0	0	4,552,846
1082	101969	84,135,668	54,135,668	30,000,000	9,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	30,000,000
	102178	12,573,467	877,467	11,696,000	2,760,000	7,150,000	1,786,000	0	0	0	0	0	0	0	0	11,696,000
	TOTAL - 1082	96,709,135	54,999,999	41,696,000	11,760,000	10,150,000	4,786,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	41,696,000

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 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	
102179	36-INCH WATER MAIN NW 135 STREET	15,486,255	785,732	14,700,523	6,739,001	7,961,522	0	0	0	0	0	0	0	0	0	14,700,523
	TOTAL - 1082	112,195,390	55,798,867	56,396,523	18,499,001	18,111,522	4,786,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	56,396,523
1084	101678	25,813,824	6,046,437	19,767,387	3,113,061	4,467,399	2,664,129	2,000,000	1,757,798	1,500,000	3,200,000	1,065,000	0	0	0	19,767,387
	102136	15,482,652	12,502,255	2,980,397	2,980,397	0	0	0	0	0	0	0	0	0	0	2,980,397
	102137	34,129,397	28,355,474	5,773,923	5,773,923	0	0	0	0	0	0	0	0	0	0	5,773,923
	102139	5,473,488	1,862,359	3,511,138	3,511,138	0	0	0	0	0	0	0	0	0	0	3,511,138
	102141	15,955,062	10,001,710	5,953,352	5,953,352	0	0	0	0	0	0	0	0	0	0	5,953,352
	102142	37,899,267	20,285,975	17,613,292	4,500,000	1,000,000	6,000,000	6,113,292	0	0	0	0	0	0	0	17,613,292
	102143	12,383,516	1,758,755	10,634,761	10,100,000	534,761	0	0	0	0	0	0	0	0	0	10,634,761
	102144	4,000,000	0	4,000,000	0	0	0	1,000,000	1,000,000	1,000,000	1,000,000	0	0	0	0	4,000,000
	102193	3,886,527	586,527	3,300,000	104,343	793,007	1,085,168	430,955	886,527	0	0	0	0	0	0	3,300,000
	102198	2,959,573	0	2,959,573	2,959,573	0	0	0	0	0	0	0	0	0	0	2,959,573



Miami-Dade Water and Sewer Department
PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN
 Projection by Project Sub-Project by Year - Water
 As of: 9/30/2019

Version 5 - Adopted MYCIP FY20-26 - After OMB Adjustments
 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Future	Total
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029			
102243	WATER COMMERCIAL CORRIDORS ECONOMIC DEVELOPMENT - PHASE 1	96,115,934	945,146	95,170,788	5,308,957	4,163,823	7,676,395	12,814,030	17,107,714	15,000,000	13,500,000	12,600,000	7,000,769	0	0	95,170,788	
102244	LEAK DETECTION PROGRAM	40,000,000	573,425	39,426,575	5,000,000	5,000,000	4,426,575	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	0	0	0	39,426,575	
103013	CONSUMER LINE RELOCATION PROJECTS	15,000,000	5,000,000	10,000,000	2,000,000	2,500,000	5,000,000	500,000	0	0	0	0	0	0	0	10,000,000	
TOTAL - 1084		309,109,240	88,018,054	221,091,186	51,303,844	18,458,990	26,852,267	26,858,277	25,752,039	22,500,000	22,700,000	19,665,000	7,000,769	0	0	221,091,186	
GRAND TOTAL		1,649,536,376	357,354,751	1,292,181,625	210,863,596	144,599,757	153,482,877	206,779,297	120,206,280	117,844,525	79,471,266	110,581,747	140,352,310	0	0	1,292,181,625	

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9/14/2020 14:22 PM



MIAMI-DADE WATER AND SEWER DEPARTMENT
ADOPTED 2015-2021 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN
 Projection by Project Sub-project by Year - Water
 As of: 9/30/2014

Proj	Sub-Proj	Sub-Project Description	Current Bond/Fund Allocation	Expenditures As of 9/30/2014	Remaining Bond/Fund Allocation	PROJECTIONS											Future	Total
						2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024			
1019	101901	PRESTON WTP - NEW PUMP STATION EAST OF RESERVOIR	33,700,000	0	33,700,000	0	3,500,000	3,700,000	17,500,000	13,000,000	5,000,000	5,000,000	0	0	0	0	33,700,000	
	10171	HEALEAH PRESTON WTP - DESIGN AND ENGINEERING SERVICES FOR PLANT UPGRADES, STORAGE AND APPROPRIATE WATER PRODUCTION FACILITIES	11,400,000	0	11,400,000	750,000	1,400,000	2,500,000	1,650,000	3,000,000	0	0	0	0	0	0	11,400,000	
	10184	REHABILITATION PRESTON PLANT ACCELERATORS	4,500,000	0	4,500,000	500,000	1,500,000	2,500,000	0	0	0	0	0	0	0	0	4,500,000	
	10200	HEALEAH WTP LIME KILN GEAR PURCHASE	340,000	31,120	348,880	348,880	0	0	0	0	0	0	0	0	0	0	348,880	
	102164	FILTER BACKWASH ELEVATED TANK REPLACEMENT SYSTEM FOR HEALFAH WTP	3,000,000	0	3,000,000	250,000	1,000,000	1,750,000	0	0	0	0	0	0	0	0	3,000,000	
	102105	HYPOCHLORITE FEED STORAGE AT PRESTON/HEALEAH WTP	8,500,000	0	8,500,000	750,000	1,500,000	2,000,000	2,550,000	0	0	0	0	0	0	0	8,500,000	
	102165	REPLACE EXISTING CATWALKS AT HEALFAH AND PRESTON WTP	1,000,000	0	1,000,000	500,000	500,000	0	0	0	0	0	0	0	0	0	1,000,000	
	102127	REPLACEMENT OF GRADE OF LIME FEED SYSTEM	2,000,000	0	2,000,000	200,000	1,000,000	250,000	1,550,000	0	0	0	0	0	0	0	2,000,000	
	102131	PURCHASE OF LAKE PROPERTY ADJACENT TO NORTHWEST WTP FEED	10,602,669	0	10,602,669	8,602,669	2,000,000	0	0	0	0	0	0	0	0	0	10,602,669	
	102170	HEALEAH PRESTON WTP FEEDERS ROOM CONTROL CENTER	750,000	0	750,000	0	0	0	0	0	0	750,000	0	0	0	0	750,000	
	102171	HEALEAH PRESTON WTP TRANSFORMER	1,500,000	0	1,500,000	0	0	0	0	0	0	1,500,000	0	0	0	0	1,500,000	

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MIAMI-DADE WATER AND SEWER DEPARTMENT
ADOPTED 2015-2021 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN
Projection by Project Sub-project by Year - Water
As of: 9/30/2014

Proj	Sub Proj	Sub Proj Description	Current Bond Fund Allocation	Expenditures As of 9/30/2014	Remaining Bond Fund Allocation	PROJECTIONS											Future	Total
						2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024		
1050	102171	PRESTON WTP HS PUMP ROOM SWITCHGEAR	3,000,000	0	3,000,000	0	0	0	0	0	0	0	3,000,000	0	0	0	3,000,000	
TOTAL - 1050			39,631,669	31,120	39,601,549	12,901,549	10,500,000	12,500,000	23,050,000	16,300,000	5,000,000	5,000,000	5,250,000	0	0	0	59,601,549	
1051	101577	ORB WTP 48" FINISHED WATER LINE (APFA M)	52,071,537	0	52,071,537	0	750,000	1,500,000	1,602,483	2,527,000	17,425,714	27,087,529	1,608,955	0	0	0	52,071,537	
	101570	ORB WTP - PUMPING UNIT No 6 HIGH SERVICE PUMP - EAST PUMP ROOM	9,583,009	40,219	9,542,790	590,000	1,150,782	2,085,000	4,500,000	1,000,000	0	0	0	0	0	0	9,542,790	
	101594	ORB WTP - SWITCHGEAR BUILDING AND TRANSFORMER	9,240,624	896,291	8,344,333	590,000	1,021,515	2,229,500	1,500,000	1,500,000	0	0	0	0	0	0	8,344,333	
	101711	ORB WTP - DESIGN AND ENGINEERING SERVICES FOR 75 ANP UPGRADES REMOTE STORAGE AND APPROPRIATE WATER PRODUCTION FACILITIES	1,973,121	0	1,973,121	773,121	1,100,000	0	0	0	0	0	0	0	0	0	1,973,121	
	101652	11 ANP STAKERS FOR ALEXANDER ORB TO WTP	5,598,305	614,117	4,984,188	75,158	900,000	2,500,000	1,500,000	0	0	0	0	0	0	0	4,979,188	
	101645	HIGH SERVICE PUMP AND MOTOR IMPROVEMENTS EAST & WEST ROOM - VFD	7,000,000	0	7,000,000	0	200,000	2,350,000	3,550,000	600,000	0	0	0	0	0	0	7,000,000	
	101640	HYDROTREATOR DRIVES ASSEMBLES AND MOTORS	1,000,000	0	1,000,000	250,000	500,000	250,000	0	0	0	0	0	0	0	0	1,000,000	
	101425	ORB WTP UPGRADES TO DOMINANT WATER USE ACCOUNTING	1,724,125	1,571,651	152,474	152,472	0	0	0	0	0	0	0	0	0	0	152,472	
	102102	ELECTRICAL UPGRADES FOR ALEXANDER ORB LDME PLAN	1,400,000	0	1,400,000	750,000	650,000	0	0	0	0	0	0	0	0	0	1,400,000	

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6.0 CONCLUSION

This Work Plan is a small reflection of the larger, more detailed Miami-Dade County Water Supply Facilities Work Plan Update. This is because the City receives its entire water supply from the Miami-Dade Water and Sewer Department. The Miami-Dade County Work Plan must consider the needs of all of its service area including retail and wholesale customers. In order to be consistent with Miami-Dade County, the City has utilized the information and data supplied in the Miami-Dade County Work Plan to produce its own work plan as required by Florida Statutes. As demonstrated in both the City and County work plans, the City will have an adequate water supply to meet its projected growth through the year ~~2050~~2040.

Exhibit B

COMPREHENSIVE PLAN AMENDMENTS

The following section lists the Goals, Objectives and Policies being adopted into the City's Comprehensive Plan to ensure consistency between the elements in the Comprehensive Plan and the ~~2020~~2015-MDWASD ~~20~~10-year Water Supply Facilities Work Plan Update.

All references to 9J.5 are hereby deleted.

CAPITAL IMPROVEMENTS ELEMENT

GOAL 1 UNDERTAKE CAPITAL IMPROVEMENTS NECESSARY TO PROVIDE ADEQUATE INFRASTRUCTURE AND A HIGH QUALITY OF LIFE, WITHIN SOUND FISCAL PRACTICES.

Objective 1.1 Annual Capital Improvements Programming Process

In general, use the capital improvements element as a means to existing deficiencies, accommodate desired future growth and replace obsolete or worn-out facilities. In particular, use this Element as the framework to monitor public facility needs as a basis for annual capital budget and five-year program preparation.

Objective 1.2 Coordinate Land Use, Financial Resources, and Level of Service Standards

To coordinate future land use decisions with existing and planned capital facilities using the adopted level of service standards contained in this Element.

Policy 1.2.1

The following Level of Service (LOS) standards shall be maintained:

* * *

Potable Water: The City shall secure adequate potable water supply from Miami-Dade WASD to provide an average of 455.94 gallons of water per capita per day. In addition, the City shall enforce the following standards through its interlocal agreement with the Miami-Dade Water and Sewer Department:

- (a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year and an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.

- (b) Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flows based on the land use served shall be maintained as follows:

Land Use Min.	Fire Flow (gpm)
Single Family Residential Estate	500
Single Family and Duplex; (Residential on minimum lots of 7,500 sf)	750
Multi-Family Residential; Semiprofessional Offices	1,500
Hospitals; Schools	2,000
Business and Industry	3,000

- (c) Water quality shall meet all federal, state, and County primary standards for potable water.
- (d) Countywide storage capacity for finished water shall equal no less than 15 percent of the Countywide average daily demand.

* * *

Policy 1.2.3

Miami Springs hereby adopts by reference the Miami-Dade County Comprehensive Development Master Plan Amendments adopted February 4, 2015, the Miami-Dade Water and Sewer Department 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014), the ~~2013~~ 2018 Lower East Coast Water Supply Plan Update (LEC) approved by the South Florida Water Management District (SFWMD) on ~~October 10, 2013~~ November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will now expire on February 9, 2035. Currently, WASD is preparing to submit a WUP modification that will include updated water demand projections based on revised population data and is requesting an extension of the permit duration through the year 2040.

Policy 1.2.4

Miami Springs shall adopt and implement a water supply facilities work plan for at least a ten-year planning period that reflects coordination with the South Florida Water Management District's Lower East Coast Water Supply Plan Update as required by section 163.3177(6)(c), F.S. within 18 months after updates or amendments to it are approved by the District.

Policy 1.2.5

Prior to approval of a building permit or its functional equivalent, the City shall consult with the Miami-Dade County Water and Sewer Department, the City's water supplier, to determine whether supplies to serve the new development will be available no later than the anticipated date of issuance of certificate of occupancy.

CONSERVATION ELEMENT

GOAL1 PRESERVE AND ENHANCE SIGNIFICANT NATURAL RESOURCES IN MIAMI SPRINGS.

Objective 1.2 Water Quality and Quantity

In general, conserve, appropriately use and protect the quality and quantity of current and projected water sources and water that flow into estuarine waters or oceanic waters. In particular, upgrade the drainage system so that stormwater outfalls into the Miami River Canal fully meet National Pollution Discharge Elimination System (NPDES) standards. Upgrade on-site drainage standards to ensure that private properties retain at least the first one inch of stormwater on-site and permit no more runoff after development than before development.

Policy 1.2.1

The City shall cooperate with the Miami-Dade County Water and Sewer Authority and other Miami-Dade County agencies to help ensure that wellfields and cones of influence are protected. Protection measures shall include restrictions on uses. No new facilities that use, handle, generate, transport or dispose of hazardous wastes shall be permitted within wellfield protection areas, and all existing facilities that use, handle, generate, transport or dispose of more ~~that~~ than the maximum allowable quantity of hazardous wastes (as specified in Chapter 24-12-1 of the Code of Miami-Dade County, as may be amended from time to time within wellfield protection areas shall be required to take substantial measures such as secondary containment and improved operating procedures to ensure environmentally safe operations.

Policy 1.2.3

The City shall ensure that the water quality in the traditional and new alternative water supply sources is protected.

Objective 1.3 Water Supply

To support the City's potable water suppliers in the development of alternate water supply sources as approved by the South Florida Water Management District and to further conserve potable water during emergency situations.

Policy 1.3.1

The City will continue to enforce an emergency water conservation ordinance based on both the South Florida Water Management District model ordinance and any specific SFWMD requirements. In addition, the City will work with SFWMD to create a plan which

allows for alternative water supply development funding, more comprehensive regional water supply plans, and enhanced consumptive use permitting.

FUTURE LAND USE ELEMENT

GOAL 1: ACHIEVE THE FOLLOWING COMMUNITY CHARACTER:

Miami Springs should be a residential community which offers the best possible residential environment consistent with its location and development history. Development policies should protect and preserve its single-family residential character and neighborhoods by maintaining an adequate supply of safe decent and affordable housing for its current and future residents.

Policy 1.1.4

The City shall enact and enforce as part of the land development code a concurrency management system. The concurrency management system shall specify that no development permit shall be issued unless the public facilities necessitated by a development (in order to meet level of service standards specified in the Transportation, Recreation and Open Space, and Infrastructure Policies) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately and shall be interpreted pursuant to the following:

* * *

Objective 1.4 Ensure Protection of Natural Resources

In general, ensure protection of natural resources. In particular, upgrade the drainage system so that stormwater outfalls into the Miami River Canal fully meet National Pollution Discharge Elimination System (NPDES) standards.

Policy 1.4.2

9J-5.006(3)(c)4

The City shall continue to follow all or a portion of the recommendations of the May 1995 Storm water Management Masterplan prepared by Post, Buckley Schuh & Jernigan, Inc. The policy implications of the Post, Buckley, Schuh & Jernigan, Inc. study are incorporated herein by reference.

Policy 1.4.3

The City shall continue to incorporate in its capital improvements program any and all expenditures necessitated by the implementation of Policy 1.4.2 above.

Policy 1.4.4

The City will periodically test pollutant loads in its six stormwater outfalls.

Policy 1.4.5

The City shall update its Drainage Comprehensive Plan as necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system

Policy 1.4.6

The City will continue to ensure coordination between land use and future water supply planning.

INTERGOVERNMENTAL COORDINATION ELEMENT

GOAL 1 TO MAINTAIN OR ESTABLISH PROCESSES TO ASSURE COORDINATION WITH OTHER GOVERNMENTAL ENTITIES WHERE NECESSARY TO IMPLEMENT THIS PLAN.

Objective 1.1 Coordinate with the Plans of Other Jurisdictions and Agencies

In general, coordinate the Miami Springs Comprehensive Plan with the plans of adjacent jurisdictions and agencies. In particular, achieve maximum feasible levels of consistency between the plans for Miami Springs, the Miami-Dade County School Board, Miami-Dade County, Virginia Gardens, Hialeah, the South Florida Water Management District, and the Florida Department of Transportation.

The City shall coordinate the planning of potable water and sanitary sewer facilities and services and level-of-service standards with the Miami-Dade County Water and Sewer Department, Department of Regulatory and Economic Resources, and the South Florida Water Management District.

Policy 1.1.5

Miami Springs shall adopt and implement a water supply facilities work plan for at least a ten-year planning period that reflects coordination with the South Florida Water Management District's *Lower East Coast Water Supply Plan Update* within 18 months after updates or amendments to it are approved by the District.

Objective 1.4 Support climate change and sea level rise initiatives.

Policy 1.4.1

Support the Miami-Dade Water and Sewer Department and South Florida Water Management District in any efforts to evaluate the consequences of sea level rise, changing rainfall and storm patterns, temperature effects, and cumulative impacts to existing structures and existing legal uses.

Policy 1.4.2

Participate in the Southeast Florida Regional Climate Change Compact to support regional planning efforts and initiatives to adapt to rising sea level in the LEC Planning Area.

Policy 1.4.3

Work collaboratively with the Miami-Dade Water and Sewer Department, other utilities and South Florida Water Management District to identify the utility wellfields and other users at potential risk of saltwater intrusion within the LEC Planning Area.

INFRASTRUCTURE ELEMENT

GOAL 1: PROVIDE AND MAINTAIN THE PUBLIC INFRASTRUCTURE IN A MANNER THAT WILL ENSURE WATER QUALITY, CONSERVE NATURAL RESOURCES AND PROTECT THE PUBLIC HEALTH, SAFETY AND QUALITY OF LIFE FOR MIAMI SPRINGS RESIDENTS

Objective 1.1 Correct Drainage Deficiencies Increase Drainage Capacity

Correct existing drainage facility deficiencies and increase drainage capacity. Upgrade the drainage system so that stormwater outfalls into the Miami River Canal fully meet National Pollution Discharge Elimination System (NPDES) standards Upgrade on site drainage standards to ensure that private properties retain at least the first one inch of stormwater on site and permit no more runoff after development than before development.

Policy 1.1.2

The City shall continue to follow the recommendations of the May 1995 Stormwater Management Masterplan prepared by Post, Buckley Schuh & Jernigan as further defined in the priorities identified in the April 2001 Stormwater Master Plan Update. The policy and planning implications of the Post, Buckley, Schuh & Jernigan, Inc. studies are incorporated herein by reference.

Policy 1.1.3

The City will determine the need for laboratory testing of pollutant loads in its six stormwater outfalls.

Policy 1.1.4

The City shall update its Stormwater Management Master Plan as necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system in accordance with the specific standards of Objective 1.1 above.

Objective 1.3 Correct Potable Water Deficiencies

To correct existing potable water system deficiencies and otherwise improve potable water service.

Policy 1.3.1

The City shall coordinate with Miami-Dade County Water and Sewer Department to identify and correct potable water deficiencies in the City.

Policy 1.3.2

The City shall coordinate with Miami-Dade County Water and Sewer Department to plan for infrastructure improvements and expansions to serve new development and redevelopment

Policy 1.3.3

The City will support the SFWMD and Miami-Dade County water reuse projects and implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water.

Policy 1.3.4

The City will coordinate with Miami-Dade County in the adoption and updates to the Water Supply Plan.

Objective 1.4 Level of Service

Continue to secure adequate water supply and potable water treatment capacity to meet the City's adopted level of service (LOS) standards; see policies for measurable standards.

Policy 1.4.2

Potable Water: The City shall secure adequate potable water supply from the Miami-Dade Water and Sewer Department in order to provide an average of ~~155-96~~ 94 gallons of potable water per capita per day. In addition, the City shall enforce the following standards though its interlocal agreement with the Miami-Dade Water and Sewer Department:

- (a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.
- (b) Water shall be delivered to users at a pressure of no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flows based on the land use served shall be maintained as follows:

Land Use Min.	Fire Flow (gpm)
Single Family Residential Estate	500
Single Family and Duplex; (Residential on minimum lots of 7,500 sf)	750
Multi-Family Residential; Semiprofessional Offices	1,500
Hospitals; Schools	2,000
Business and Industry	3,000

- (c) Water quality shall meet all federal, state, and county primary standards for potable water.
- (d) Countywide storage capacity for finished water shall equal no less than 15 percent of the countywide average daily demand.

Policy 1.4.3

Drainage: All nonresidential development and redevelopment shall adequately accommodate runoff to meet all Federal, state and local requirements. Stormwater shall be treated in accordance with the state code. One inch of runoff shall be retained on site. Post-development runoff shall not exceed peak pre development runoff

Objective 1.5 Water Conservation

Implement water conservation initiatives recommended by Miami-Dade County, the South Florida Water Management District, the Florida Department of Environmental Protection and the City's Utilities Department.

Policy 1.5.1

The City shall promote: 1) water conservation-based irrigation; 2) water conservation-based plant species derived from the South Florida Water Management District's list of native species and other appropriate sources; 3) lawn watering restrictions; 4) mandatory use of ultra-low volume water saving devices for substantial rehabilitation and new construction; and 5) other water conservation measures, as feasible. The City will comply with water use efficiency techniques for indoor water use in accordance with Section 8-31, 32-84 and 8A-381 of the Code of Miami-Dade County. All future development will comply with the landscape standards in Sections 18-A and 18-B of Miami-Dade County Code.

Policy 1.5.2

The city shall promote education programs for residential, commercial and other uses which will discourage waste and conserve potable water. The City will coordinate with the Miami-Dade Water and Sewer Department on this matter whenever possible.

Policy 1.5.3

The City shall collaborate with the Miami-Dade County Water and Sewer Department efforts to identify and reduce non-revenue water.

Policy 1.5.4

The City shall coordinate future water conservation efforts with the Miami-Dade Water and Sewer Department and the South Florida Water Management District to ensure that proper techniques are applied. In addition, the City shall continue to support and expand existing goals, objectives and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner.

Policy 1.5.5

The City will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water during the dry season. The City will also comply with the water conservation requirements of the Miami-Dade County Code.

Policy 1.5.6

The City shall adopt Florida Friendly Landscape principles into the Land Development Regulations.

Policy 1.5.7

The City shall maximize the use of native plants in City landscaping projects and large redevelopment sites utilizing Florida Friendly Landscape principles to provide and improve urban habitat and connectivity for native species.

Policy 1.5.8

The City shall continue to evaluate alternative potable water supply sources evaluation techniques and technologies for water capture and reuse, including rainwater harvesting, and revise its Land Development Regulations as necessary to allow for these options with local building design

Policy 1.5.9

The City shall continue to promote the use of ultra-low-flow high efficiency plumbing fixtures through its Showerhead Exchange Program and requires and enforces the guidelines established by the Florida Building Code, Plumbing.

Figures

Figure 1 – Miami Springs General Location Map

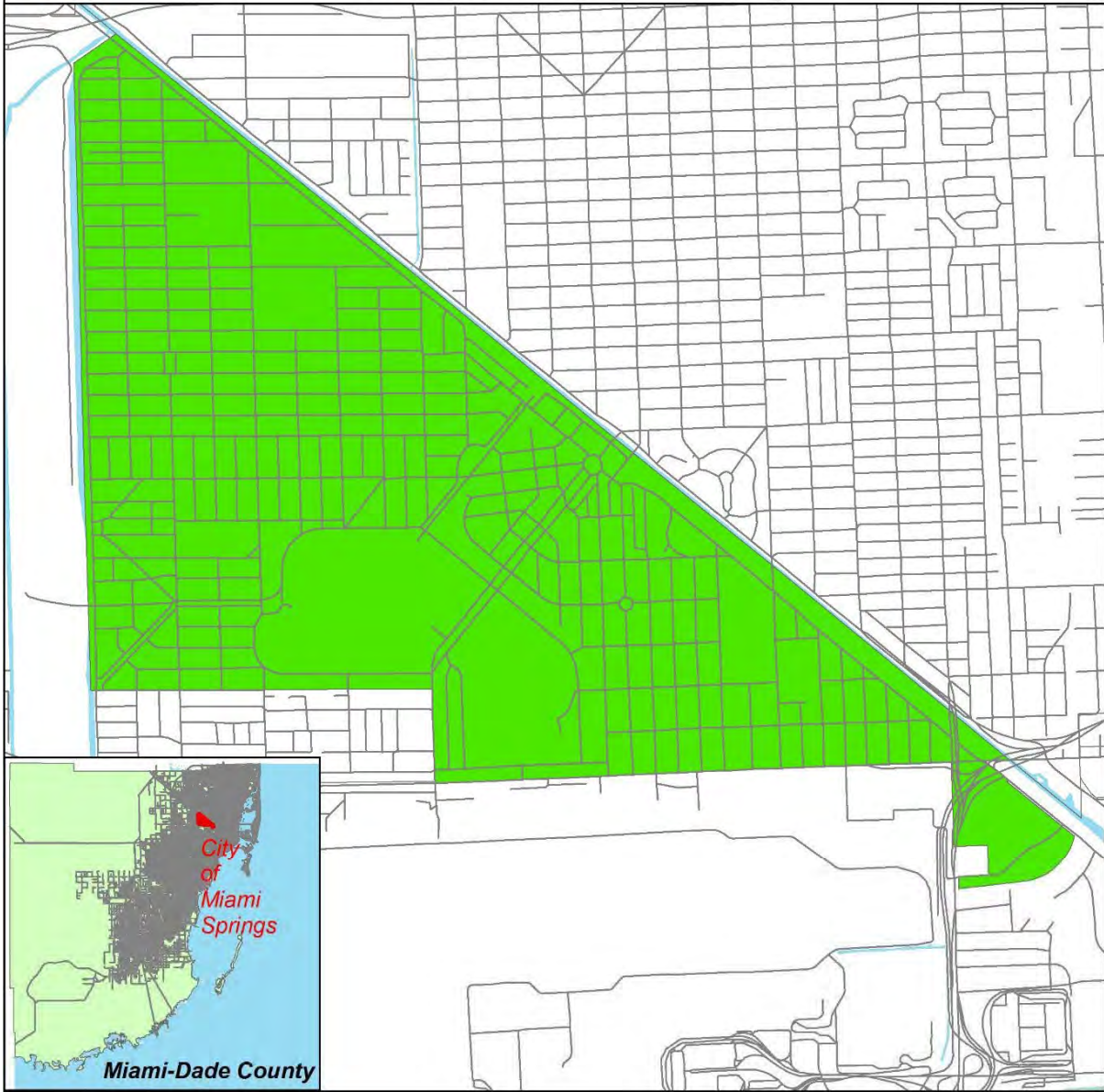
Figure 2 – Miami-Dade County Water Service Area Map

Figure 3 – Miami-Dade County Wellfield Protection Cones of Influence Map

Figure 4 – Miami Springs Wellfield Protection Cones of Influence Map

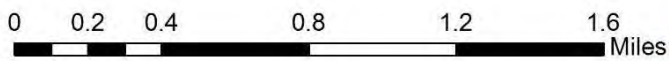


City of Miami Springs General Location Map



Legend

- Miami Springs
- Streets
- Water



Prepared By: Date: 3/13/2015

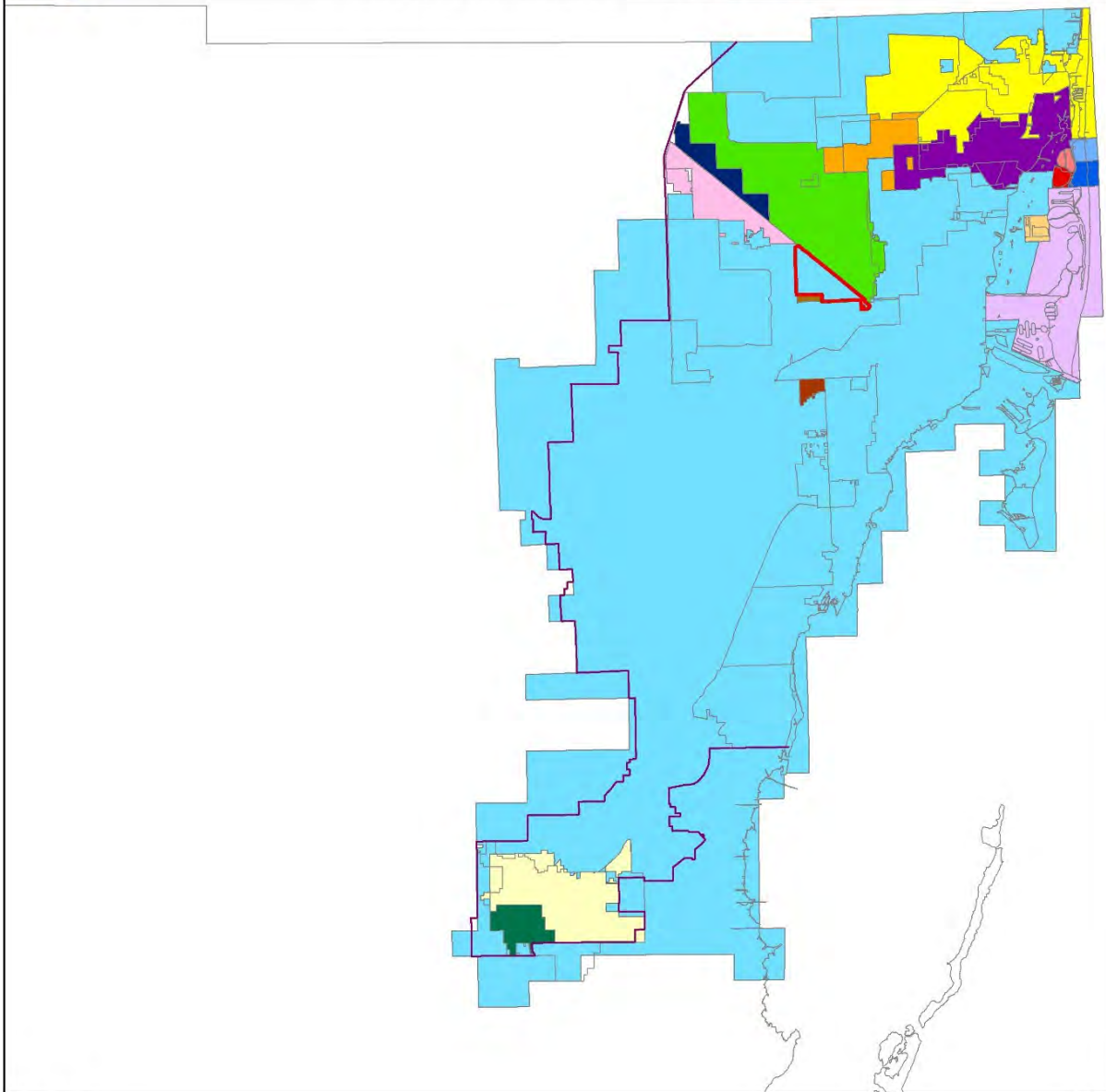


Figure 1



Miami-Dade County Water Service Providers

Figure 2



Legend

Water Service Provider	Hialeah Gardens	Medley	Surfside	UDB (2015)
Bay Harbor Island	Homestead	North Bay Village	Virginia Gardens	
Bal Harbour	Indian Creek Village	North Miami	West Miami	
Hialeah	Miami Beach	North Miami Beach	Miami Springs (Retail)	
Florida City	Miami-Dade Water Sewer	Opa-Locka		

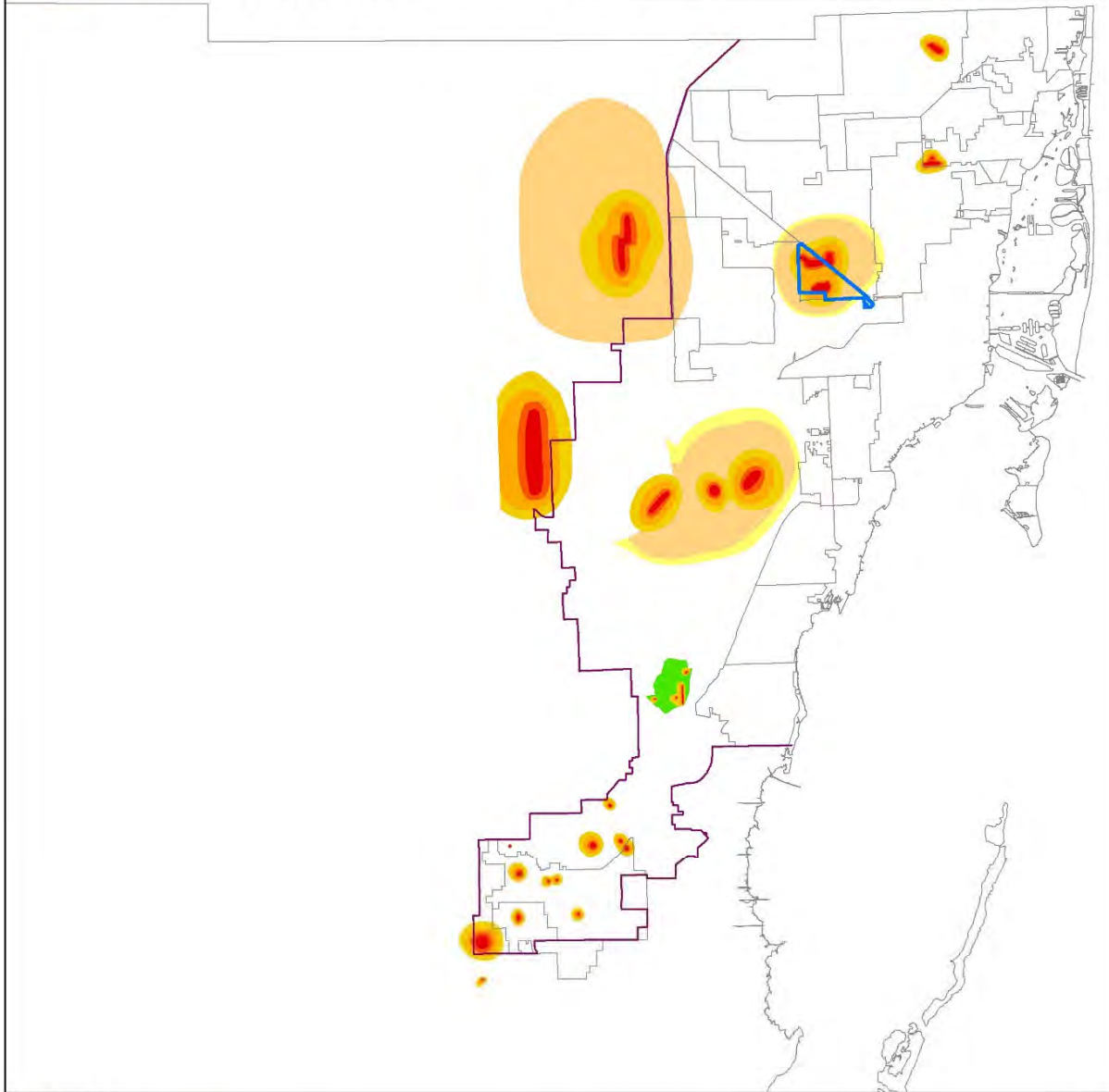
Prepared By: _____ Date: 3/13/2015

Figure 2



Miami-Dade County Wellfield Protection Cones of Influence

Figure 3



Legend

- 10 Day
- 30 Day
- 100 Day
- 210 Day
- Average Day
- Maximum
- Outer
- Miami-Dade Municipalities
- Urban Development Boundary

Miami Springs

0 1.5 3 6 9 12 Miles

Prepared By: Date: 3/13/2015

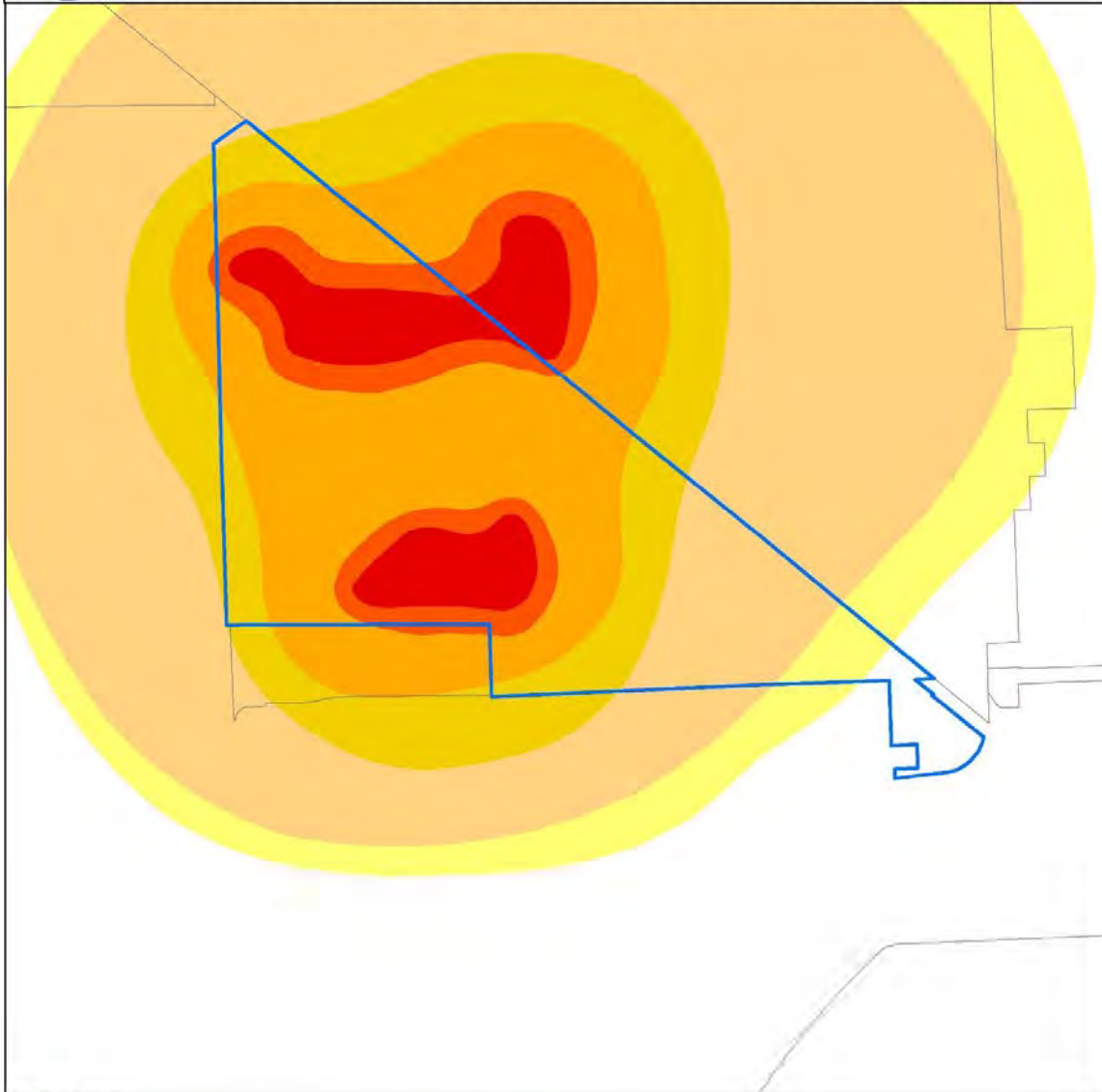


Figure 3



City of Miami Springs Wellfield Protection Cones of Influence

Figure 4



Legend

- 10 Day
- 30 Day
- 100 Day
- 210 Day
- Average Day
- Maximum
- Outer
- Miami-Dade Municipalities
- Urban Development Boundary

Miami Springs

0.125 0.25 0.5 0.75 1 Miles

Prepared By: Date: 3/13/2015





MEMORANDUM

To: Honorable Mayor and Council

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

Date: August 22, 2022

RE: 2nd Reading: Ordinance Amending Section 150.070.1 Gateway Overlay District of the City Code.

Recommendation:

Adopt the proposed Ordinance on second reading.

Background:

The Miami Springs Gateway Overlay District (the “District”) regulations were adopted on June 25, 2018 by Ordinance 1107-2018 and amended on January 14, 2019 by Ordinance 1111-2019. The regulations are codified in Section 150.070.1 of the City Code. Over the course of several meetings throughout 2022, the City Council determined that the District regulations warranted clarification.

The District regulations provide three categories for applicants to seek an FAR increase: 1) site planning and design; 2) improvements: rights-of-way and on-site public spaces; and 3) site improvements. For the proposed ordinance, the City Council directed that the first category (site planning and design) be amended to eliminate the use of murals as a way to obtain a FAR increase. In addition, where art work is proposed to obtain an FAR increase, the Council requested that an appraisal of the proposed art be submitted for consideration as part of the site plan approval process. Furthermore, in response to the City Council’s direction, the proposed ordinance adds a fourth category to the creative excellence standards for green buildings. This new category provides that a project which meets the LEED Silver or Grater certification can increase the FAR by up to 0.5. At first reading, the City Council requested that the regulations pertaining to creative excellence standards be further clarified to provide that the City Council will consider the standards at the hearing for site plan approval. At first reading the Council also requested that the use of frescoes and paintings be eliminated from the art in public places category for FAR increases. These revisions have been incorporated for second reading.

The District regulations also provide regulations for parking requirements in the District and recognize that, “because of the uniqueness of the buildings, configuration of parcels, and road network in the Gateway District, the minimum parking space requirements and design for new construction or alterations to existing structures that expand occupiable space, shall be determined on a case-by-case basis.” See Section 150-070.1(D). The City Council has acknowledged that the regulations were intended to be flexible due to the unique land circumstances in the District. However, the City Council wishes to clarify how parking requirements shall be established. The proposed ordinance, therefore, amends the District regulations to require that the City Planner utilize a parking study to establish the required parking for a project. The parking study will be performed by a licensed, qualified individual who shall be selected by the City. The applicant will reimburse the City for the actual cost of the parking study. Furthermore, the proposed ordinance provides that, in those cases where on-street parking spaces will be counted towards satisfaction of a property’s requirement, a fee shall be paid (prior to the issuance of a building permit) to the City irrespective of whether the spaces are immediately abutting or adjacent to the subject property. In addition, at first reading, the City Council requested that the factors to be considered in determining the parking requirements for non-grandfathered properties should be considered holistically, with no single factor being

dispositive and that certain factors, such as the provision of bicycle parking and distance to, or inclusion of, bus and trolley stops, may carry less weight than others when determining the required parking.

Finally, the proposed ordinance clarifies that application fees for projects in the District will be accompanied by a fee to cover the expenses of the City, which may include the use of outside technical and legal consultants, in reviewing the application. For second reading, additional language has been added to provide that applicants shall reimburse the City for the actual costs of outside technical and legal consultants that may be incurred in excess of the application fee amount.

This ordinance was approved on first reading on June 27, 2022. If adopted by the Council on second reading, the proposed ordinance is effective immediately upon adoption.

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



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

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

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

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

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

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

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

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

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

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

148 (D) *Parking Requirements.* The CBD parking requirements as provided in §
 149 150.070(E)(1—3) shall apply to the Gateway District, including, without limitation, the
 150 grandfathering of provided parking, if any, for existing buildings and current uses.
 151 Additionally, because of the uniqueness of the buildings, configuration of parcels,

152 and road network in the Gateway District, the minimum parking space requirements
153 and design for new construction or alterations to existing structures that expand
154 occupiable space, shall be determined on a case-by-case basis. The City Planner
155 shall have the authority to establish parking requirements for alterations and new
156 construction by counting a combination on-site and on-street parking and other
157 elements identified below. In establishing the required parking, the City Planner shall
158 utilize a parking study prepared by a licensed and qualified individual selected by the
159 City, the actual cost of which shall to be paid reimbursed for by the applicant. For any
160 on-street parking space(s) counted towards the satisfaction of a property's
161 requirement, irrespective of whether such spaces are immediately abutting or
162 adjacent to the subject property, or any spaces otherwise waived as a result of one
163 of the factors listed below, a fee shall be paid to the City for each such parking space
164 prior to the issuance of a building permit, in an amount set from time to time by
165 approved resolution of the City Council. The funds shall be used to fund parking and
166 wayfinding improvements in the Gateway District and the CBD. In determining the
167 parking requirements for non-grandfathered properties, the following factors shall be
168 considered by the City Planner and City Council and given their due weight in
169 proportion to their overall effect on the property's parking requirement. No single
170 factor is dispositive.;

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

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

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

- 182 1. Optional informational and pre-application meeting with City Staff.
- 183 2. Mandatory application preliminary review meeting with City Staff.
- 184 3. Applications for variances, if any, shall be submitted to the City Board of
185 Adjustment for review and consideration in accordance with the procedures set
186 forth in Code §§ 150-110 through 150-113.
- 187 4. The City Zoning and Planning Board will have the responsibility to review all site
188 and development plans and to make recommendations for modification,
189 approval or denial to the City Council in accordance with Code §§ 150-101 and
190 150-102.

191 5. The decisions and recommendations of the City Board of Adjustment and Zoning
192 and Planning Board will be reviewed for final approval by the City Council in
193 accordance with the procedures set forth in Code § 150-113.

194 6. The City Council shall authorize the preparation and issuance of a Development
195 Order for each project application that has completed the Development Review
196 Process.

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

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

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

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

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

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

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

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

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

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

- 232 i. One set of identical uncolored elevations shall be submitted in paper format.
233 Elevations must include all items affecting the appearance of the building
234 including, but not limited to, site amenities, street furniture, air-conditioning
235 grilles, compressors, mechanical equipment, exterior colors and material
236 designations, exterior lighting, landscaping, and all signs. These drawings
237 shall be referenced to the color and/or material samples submitted with the
238 application and on the mounted drawings. Photographs and other similar
239 documents which provide sufficient information will suffice for small-scale
240 projects where applicable;
- 241 j. Detailed drawings for all signs, (with color and text styles, referenced in the
242 application), except those which cannot be determined because the
243 occupancy of the space is not known, in which case, only the text shall be
244 excluded;
- 245 k. A description of exterior material designations and surface treatments (with
246 attached samples, catalog specs, or colored brochures) including roofs and
247 ground treatments. Sample materials may be submitted as segments,
248 catalog cuts, or photographic records attached to the application. Large,
249 bulky materials whose size or shape will not fit easily with the application
250 file will not be accepted;
- 251 l. Exterior façade color samples complying with the City of Miami Springs
252 approved color palette shall be submitted with the application (including that
253 of signs);
- 254 m. All lighting proposed (i.e. fixture types and locations, materials, lamp design,
255 illumination colors, etc.) shall be included within a site photometric plan and
256 fixture schedule;
- 257 n. Other information as may reasonably be required by the City Staff to provide
258 information needed to process the application;
- 259 o. One, professionally crafted, two-point perspective color rendering of the
260 project and one rendered landscaped site plan for review by City Staff. This
261 shall be completed prior to public meetings. Digital images of the plans and
262 renderings must be submitted in JPG, JPEG, TIF, or TIFF formats, resample
263 at no greater than an 11-inch by 17-inch paper size, with a resolution of 200
264 dots per inch (dpi), for use in a Microsoft PowerPoint presentation at the
265 City Council meeting;
- 266 p. Points of ingress and egress for vehicular and pedestrian traffic, circulation
267 patterns within the project, including location and design of east/west
268 roadways, where required;
- 269 q. Location, character, and scale of parking and service facilities, including
270 area and number of parking spaces, character of structural parking, if any;
271 location of loading areas and commercial vehicle parking.
- 272 r. Any additional materials and information as may be required by the proper
273 agencies of the City;

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

311 * * *

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

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

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

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

328 **PASSED ON FIRST READING** on the 27th day of June, 2022, on a motion made
329 by _____ and seconded by _____.

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

333	Vice Mayor Dr. Walter Fajet	_____
334	Councilman Bob Best	_____
335	Councilwoman Jacky Bravo	_____
336	Councilman Dr. Victor Vazquez	_____
337	Mayor Maria Puente Mitchell	_____

338
339
340

MARIA PUENTE MITCHELL
MAYOR

341
342
343 ATTEST:
344
345

346 _____
347 ERIKA GONZALEZ, MMC
348 CITY CLERK

349
350 APPROVED AS TO FORM AND LEGAL SUFFICIENCY
351 FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:
352

353
354 _____
355 WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
356 CITY ATTORNEY



AGENDA MEMORANDUM

Meeting Date: 8/22/2022

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

Via: William Alonso, City Manager/Fin. Director

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

Subject: Tropic Oil

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.

DISCUSSION: The request to increase the PO is a result of the rising costs of fuel required for the remainder of this fiscal year. Tropic Oil installed a free satellite tank monitor which has lowered the overall costs of fuel for the Golf & Country Club because our fuel storage tanks can only hold up to 1000 gallons, 500 gallons for unleaded and 500 gallons for dyed off road diesel, this new technology has allowed us to better monitor our fuel consumption, efficiency, and bring our costs down overall. Only fueling as needed when fuel levels measure below an overall threshold of 600 gallons (combined) as well as not having to pay for any delivery fees. In the event of a natural disaster or state of emergency Tropic Oil has agreed to supply us with a secondary/temporary fuel storage tank should our storage tank fail.

Submission Date and Time: 8/2/2022 3:54 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u> Prepared by: <u>Laurie Bland</u> Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>Golf Course Maintenance</u> Account No.: <u>001-5708-572-5202</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>50,000.00</u> Current request: \$ <u>10,000.00</u> Total vendor amount: \$ <u>60,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 8/22/2022

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

Via: William Alonso, City Manager/Fin. Director

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

Subject: Aeration Technology

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.

DISCUSSION: Aeration Technology is the only provider for golf course aeration services in the Southeast Florida region. Summer aeration is the annual process of punching little holes into greens, tees, and fairways that opens up growing room and allows for more oxygen exchange for turfgrass roots. This process helps keep the turfgrass healthy during the golf season. Due to the rising costs of fuel, labor and materials, this increase of \$3,400 will cover the remaining costs of our final aerification for the summer season in September.

Submission Date and Time: 8/17/2022 9:01 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: _____	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: _____	Account No.: <u>001-5708-572-5233</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>20,000.00</u>
		Current request: \$ <u>3,400.00</u>
		Total vendor amount: \$ <u>23,400.00</u>



AGENDA MEMORANDUM

Meeting Date: 8/8/2022

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: Blanket Purchase Order Increase – Expert Diesel

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.

DISCUSSION: Request for increase is due to part availability for Sanitation truck repairs performing garbage and trash services. Parts were supplied by another vendor that can no longer provide the parts needed for repairs.

Spent in FY: 20/21 \$ 5,574.23
 Spent in FY: 21/22 \$ 9,831.34

Submission Date and Time: 7/22/2022 3:12 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>All divisions that have vehicles.</u>
Prepared by: <u>Lizette Fuentes</u>	Procurement: _____	Account No.: _____
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: \$ <u>9999.00</u>
		Current request: \$ <u>15000.00</u>
		Total vendor amount: \$ <u>25,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 8/8/2022

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

Via: William Alonso, City Manager/ Finance Director

From: Tammy Romero, Asst. City Manager

Subject: Group Medical Coverage for Employees and their Dependents

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.

Discussion/Analysis:

On August 24th, 2020, Council approved RFP #05-19/20 for Group Medical Coverage for Employees and their Dependents with Humana. The initial contract was for a minimum of twelve months beginning on October 1, 2020 with the option to extend the contract for four (4) additional one (1) year periods, at its sole discretion, if mutually agreed to in writing.

Our Employee Benefits Consultant, Mr. Bob Shafer, negotiated with Humana our FY22/23 renewal rates for the best/lowest renewal possible and they responded as follows:

- Humana Medical Insurance: Renewal is +9.0% for each of the plans (HMO Silver, HMO Gold and POS Plan) which is at a higher premium rate than our current rates.
- Vision Plan: Remains the same with guaranteed rates until 9/30/2024

Our recommendation is to extend the option to renew our current contract with Humana for another one (1) year period beginning October 1st 2022 for the following reasons:

- Humana offered a 9.0% increase which is below the expect Consumer Pricing Index (CPI) of 9.1% over our current annual premiums; and
- The benefits and services will remain the same.

The above recommendation is for the City's Group Health Insurance only. We are continuing to utilize Cigna for dental insurance with no increases to the DHMO plan and a slight increase of +3% to the PPO plan. Both coverages renew on October 1st, 2022 and are guaranteed for two years, until 9/30/2024.

Fiscal Impact: There is no fiscal impact as the proposed FY22/23 Budget already includes the increases as described above. Total annual premium cost is \$1,894,344 and after employee deductions the net cost to the city is \$1,564,417

<p><u>Submitted by:</u></p> <p>Department: <u>Finance</u></p> <p>Prepared by: <u>Tammy Romero</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No FY 22/23</p>	<p><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><u>Funding:</u></p> <p>Dept./ Desc.: <u>All City Depts. / Medical Ins.</u></p> <p>Account No.: <u>various</u></p> <p>Amount previously approved: \$ <u>0.00</u></p> <p>Current request: \$ <u>1,894,344.00</u></p> <p>Total vendor amount: \$ <u>1,894,344.00</u></p>
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City of Miami Springs

Humana

Medical Insurance

- The medical insurance renews on October 1, 2022 @ +9% for each of the 4 plans.
- The renewal includes a \$5,000 administrative services adjustment for use of new technology. Humana will reduce the second month premium statement by \$5,000.
- Do we consider dropping Plan #3 since this is the 2nd year with no participation

Vision Plan

- The vision plan is in a four-year rate guarantee with premium rates guaranteed till 09-30-2024.

Cigna

Dental Insurance

- The dental PPO coverage renews on October 1, 2022 @ +3%
- These premium rates are guaranteed for two years, until 09-30-2024
- The DHMO coverage renews on October 1, 2022 @ no change
- These premium rates are also guaranteed for two years, until 09-30-2024

UNUM

Life & AD&D Insurance

- The Life & AD&D Insurance coverages are in a two-year rate guarantee with premium rates guaranteed till 09-30-2023

Employee Navigator Benefit Administration System

- Setup and implementation are in process
- Goal to have all departments committed to using the system within their areas
- Initially use the system for newly hired employees, eventually using the system for the City employees open enrollment process.

City of Miami Springs



Humana Renewal
10/01/22

Plan #1	Employees	Current Premiums	Initial Renewal Premiums	Difference	Revised Renewal Premiums	Difference	Total Renewal Monthly Premiums
HMO Silver Plan							
Employee Only	41	\$784.74	\$940.67	19.9%	\$855.37	9.0%	\$35,070
Employee & Spouse	2	1,742.14	2,088.30	19.9%	1,898.93	9.0%	3,798
Employee & Child(ren)	2	1,467.48	1,759.07	19.9%	1,599.55	9.0%	3,199
Family	2	2,291.46	2,746.77	19.9%	2,497.69	9.0%	4,995
Total							\$47,063

Plan #2	Employees	Current Premiums	Initial Renewal Premiums	Difference	Revised Renewal Premiums	Difference	Total Renewal Monthly Premiums
HMO Gold Plan							
Employee Only	56	\$856.20	\$1,026.33	19.9%	\$933.26	9.0%	\$52,263
Employee & Spouse	4	1,900.78	2,278.46	19.9%	2,071.85	9.0%	8,287
Employee & Child(ren)	16	1,601.11	1,919.25	19.9%	1,745.21	9.0%	27,923
Family	5	2,500.13	2,996.91	19.9%	2,725.14	9.0%	13,626
Total							\$102,099

Plan #3	Employees	Current Premiums	Initial Renewal Premiums	Difference	Revised Renewal Premiums	Difference	Total Renewal Monthly Premiums
HMO Bronze Plan							
Employee Only	0	\$725.88	\$870.11	19.9%	\$791.21	9.0%	\$0
Employee & Spouse	0	1,611.48	1,931.68	19.9%	1,756.51	9.0%	0
Employee & Child(ren)	0	1,357.41	1,627.13	19.9%	1,479.58	9.0%	0
Family	0	2,119.60	2,540.76	19.9%	2,310.36	9.0%	0
Total							\$0

Plan #4	Employees	Current Premiums	Initial Renewal Premiums	Difference	Revised Renewal Premiums	Difference	Total Renewal Monthly Premiums
POS Plan							
Employee Only	3	\$826.27	\$990.45	19.9%	\$900.63	9.0%	\$2,702
Employee & Spouse	0	1,834.31	2,198.79	19.9%	1,999.40	9.0%	0
Employee & Child(ren)	2	1,545.11	1,852.12	19.9%	1,684.17	9.0%	3,368
Family	1	2,412.69	2,892.09	19.9%	2,629.83	9.0%	2,630
Total							\$8,700

Combined Total **\$157,862**

City of Miami Springs

Effective Date: 10/1/2022

Rating Exhibit - Fully Insured

Situs State: Florida



COMMISSIONS: 0.00%

RENEWAL INCREASE: 9.00%

Renewal Plan One:		Product:	HMO Copay
		Network:	Premier
Coins % Par/Non Par	100%	PCP/SPC Copay	25/50
Individual Annual Par Ded	\$750	Urgent Care Copay	\$50
Family Annual Par Ded	\$1,500	Hospital IP Copay/# Days	ded & coins
Individual Par MOOP	\$2,250	Outpt Facility Copay	ded & coins
Family Par MOOP	\$5,500	Emergency Room Copay	\$100
Non Par Multiplier	na	Rx Plan	10/35/60
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	2.5x
Par Plan MOOP	na	Par Rx MOOP	na
Additional Information: Custom HMO Plan FICOMS01 Special Pharmacy \$200 Copay			
	Subscribers	Current Rates	Renewal Rates
Employee	41	\$784.74	\$855.37
Employee/Spouse	2	\$1,742.14	\$1,898.93
Employee/Child(ren)	2	\$1,467.48	\$1,599.55
Family	2	\$2,291.46	\$2,497.69

Renewal Plan Two:		Product:	HMO Copay
		Network:	Premier
Coins % Par/Non Par	100%	PCP/SPC Copay	15/15
Individual Annual Par Ded	\$0	Urgent Care Copay	\$25
Family Annual Par Ded	\$0	Hospital IP Copay/# Days	500/admission
Individual Par MOOP	\$1,500	Outpt Facility Copay	ded & coins
Family Par MOOP	\$3,000	Emergency Room Copay	\$50
Non Par Multiplier	na	Rx Plan	10/35/50
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	2x
Par Plan MOOP	na	Par Rx MOOP	na
Additional Information: Custom HMO Plan FICOMS02 Special Pharmacy \$200 Copay			
	Subscribers	Current Rates	Renewal Rates
Employee	56	\$856.20	\$933.26
Employee/Spouse	4	\$1,900.78	\$2,071.85
Employee/Child(ren)	16	\$1,601.11	\$1,745.21
Family	5	\$2,500.13	\$2,725.14

Renewal Plan Three:		Product:	HMO Copay
		Network:	Premier
Coins % Par/Non Par	100%	PCP/SPC Copay	25/50
Individual Annual Par Ded	\$1,500	Urgent Care Copay	\$75
Family Annual Par Ded	\$3,000	Hospital IP Copay/# Days	ded & coins
Individual Par MOOP	\$5,000	Outpt Facility Copay	ded & coins
Family Par MOOP	\$10,000	Emergency Room Copay	\$350
Non Par Multiplier	na	Rx Plan	10/40/70/25%
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	2.5x
Par Plan MOOP	na	Par Rx MOOP	na
Additional Information: Std HMO Plan FLEK0496 2ND YR WITHOUT SUBS _ SHOULD WE DELETE THIS PLAN???			
	Subscribers	Current Rates	Renewal Rates
Employee	0	\$725.88	\$791.21
Employee/Spouse	0	\$1,611.48	\$1,756.51
Employee/Child(ren)	0	\$1,357.41	\$1,479.58
Family	0	\$2,119.60	\$2,310.36

Renewal Plan Four:		Product:	Copay
		Network:	NPOS
Coins % Par/Non Par	80/60%	PCP/SPC Copay	20/20
Individual Annual Par Ded	\$750	Urgent Care Copay	\$50
Family Annual Par Ded	\$1,500	Hospital IP Copay/# Days	ded & coins
Individual Par MOOP	\$2,750	Outpt Facility Copay	ded & coins
Family Par MOOP	\$5,500	Emergency Room Copay	\$100
Non Par Multiplier	2x	Rx Plan	10/35/60
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	2.5x
Par Plan MOOP	na	Par Rx MOOP	na
Additional Information: Custom NPOS Plan FICOMS03 Specialty Pharmacy \$200 Copay			
	Subscribers	Current Rates	Renewal Rates
Employee	3	\$826.27	\$900.63
Employee/Spouse	0	\$1,834.31	\$1,999.40
Employee/Child(ren)	2	\$1,545.11	\$1,684.17
Family	1	\$2,412.69	\$2,629.83

City of Miami Springs

Effective Date: 10/1/2022
Rating Exhibit - Fully Insured
Situs State: Florida



Large Claimants:

	Dollar Amount:	Description:
1)	\$527,654.00	Malignant Neoplasms
2)	\$185,769.00	Diseases of the Muscular Skeletal System
3)	\$143,719.00	Diseases of the Respiratory System
4)	\$59,484.00	Malignant Neoplasms
5)	\$53,041.00	Malignant Neoplasms
6)	\$48,063.00	Diseases of the Respiratory System
7)	\$36,690.00	Certain Infectious & Parasitic Diseases
8)	\$27,664.00	Diseases of the Digestive System
9)	\$28,252.00	Diseases of the Circulatory System

Medical Terms & Conditions:

MEDICAL

Administration

- Contractual documents, including, but not limited to the policy and certificate, will be delivered electronically through the secure employer section of the Humana.com website. If you would prefer a mailed copy of any document, please contact Humana at 1-800-232-2006.
- Renewal includes Go365 program.

Eligibility

- Humana reserves the right to recalculate the rates if employee shifts between offered medical coverages would impact premium more than 5% in the aggregate from the Renewal.

Financial

- Employee participation must be greater than or equal to 50% of all eligible employees.
- Humana reserves the right to recalculate the rates if demographic changes which are age, sex, coverage type, geographic area, would impact premium more than 5% from the Renewal.
- Humana reserves the right to recalculate the rates for any Federal or State legislation, regulations or other rules or requirements that would impact premium.
- Humana reserves the right to recalculate the rates if the Employer funds more than 50% of the Medical plan's deductible.

Custom

An Administrative Services Adjustment Amendment is being offered as part of this proposal. Humana will reduce your second month premium statement for an administrative services adjustment equal to \$5,000(for Tech Funds). The administrative services adjustment will be a monetary amount, for expenses incurred within 30 days of the effective date, for your performance of administrative services in connection with the coverage provided under the selected medical plans upon sale.



Plan Cost Summary - Rates

		Total Enrollment	Current	Renewal
Cigna Rates				
PPO - Choice Plus	Employee	45	\$34.54	\$35.58
Plan 1	Emp + Dep	10	\$73.53	\$75.74
	Emp + Family	13	\$109.91	\$113.21
Monthly Total			\$3,718.43	\$3,829.98
Renewal Change				3.00%

This quote assumes the proposed DPPO benefits will be administered on Dentacom.

The above DPPO renewal rates are guaranteed for 2 years, valid for 10/01/2022 and 10/01/2023 effective dates

		Total Enrollment	Current	Renewal
Cigna Rates				
Dental Care Access Plus	Employee	53	\$13.41	\$13.41
K1-09	Emp + Dep	13	\$20.54	\$20.54
	Emp + Family	8	\$31.84	\$31.84
Monthly Total			\$1,232.47	\$1,232.47
Renewal Change				0.00%

This quote assumes the proposed DHMO benefits will be administered on WEBSTER

The above DHMO renewal rates are guaranteed for 2 years, valid for 10/01/2022 and 10/01/2023 effective dates



AGENDA MEMORANDUM

Meeting Date: August 22, 2022

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

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police

Subject: MPS Ballistic Shields for the Police Department - LETF Purchase

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Manufacturing Protective Services, as a sole source provider (letter attached), in an amount not to exceed \$19,780.00, for 20 Ballistic Shields with the complete package including Kevlar inserts, a ballistic plate, two LED lights, a sling, and a car mount, as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section §31.11 (E)(5) of the City Code.

Discussion/Analysis: These ballistic shields fulfill the Police Department's need for additional Officer and Civilian protection. The package provides all the components for maximum protection and usage, including: The Defender, Car Mount, The Sling, and the Ballistic Plate. Whether an officer is simply offering individuals cover or if they are lending a hand to the wounded, a ballistic shield can provide vital protection to themselves and others that a vest cannot. This shield is light weight, can be carried on an officer's back, and allows for rapid deployment from a vehicle. Having a compact ballistic shield that can be deployed in just seconds in patrol units allows an officer to fully and confidently respond to any situation. Please see attached invoice, brochure, and sole source letter from Manufacturing Protective Services.

Submission Date and Time: 07/27/2022 11:45am

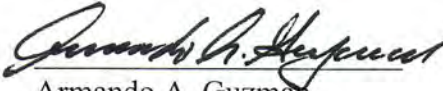
<p><u>Submitted by:</u></p> <p>Department: <u>Police Department</u></p> <p>Prepared by: <u>Ariadna Quintana</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><u>Funding:</u></p> <p>Law Enforcement Trust Funds- Dept./ Desc.: <u>Operating Supplies</u></p> <p>Account No.: <u>650-2010-521.52-00</u></p> <p>Additional Funding: <u>N/A</u></p> <p>Amount previously approved: \$ <u>N/A</u></p> <p>Current request: \$ <u>19,780.00</u></p> <p>Total vendor amount: \$ <u>19,780.00</u></p>
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ATTACHMENT "A"

CERTIFICATE OF CHIEF OF POLICE

I, **ARMANDO A. GUZMAN**, Chief of Police of the City of Miami Springs, do hereby certify that the aforementioned request to expend funds for \$19,780.00 from the Law Enforcement Trust Fund (L.E.T.F.) for the 2021-2022 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and §932.7055, Fla. Stat.:

(1) \$19,780.00 for special law enforcement equipment comprising of twenty (20) Ballistic Shields (including Kevlar inserts, a ballistic plate, two LED lights, a sling, and a car mount for each). The purchase includes the complete package for maximum protection and usage.



Armando A. Guzman
Chief of Police

8/4/2022

Date

RESOLUTION NO. 2022-_____

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.

WHEREAS, the City of Miami Springs (the "City") Police Department (the "Department") is in need of twenty ballistic shields and related equipment (the "Equipment") to provide services for the safety of the City's residents and visitors and facilitate the provision of day-to-day operations of the Department; and

WHEREAS, Manufacturing Protective Solutions, LLC (the "Vendor") is the sole provider of the Equipment and has provided the quote attached hereto as Exhibit "A" (the "Quote"); and

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

WHEREAS, pursuant to Section 932.7055, Florida Statutes, the Department may utilize funds deposited into its Law Enforcement Trust Fund ("LETF") for expenditures such as school resource officers, crime prevention, safe neighborhoods, drug abuse education and prevention programs, or for other law enforcement purposes (including providing additional equipment), provided that the proposed expenditures are approved by the municipal governing body and are not used to meet the normal operating expenses of the Department; and

WHEREAS, consistent with Section 932.7055, Florida Statutes, the City's Chief of Police has provided a written certification that the purchase of the Equipment qualifies as an authorized LETF expenditure; and

WHEREAS, pursuant to Section 31-11(E)(6)(c) of the City Code, the City Council desires to approve the purchase of the Equipment from the Vendor consistent with the Quote in an amount not to exceed \$19,780 utilizing the City's LETF; 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 Equipment from the Vendor pursuant to Section 31-11(E)(6)(c) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted City LETF funds in an amount not to exceed \$19,780.

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 22nd day of August, 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

Manufacturing Protective Solutions
3191 Grand Ave #633
Miami, FL 33233

Invoice

Bill To
Miami Springs Police Department 201 Westward Drive Miami Springs, Fl. 33166

Date	Invoice No.	P.O. Number	Terms	Project
07/14/22	3			

Item	Description	Quantity	Rate	Amount
Ballistic Shield	Complete package to include Ballistic Shield with Kevlar inserts, Ballistic Plate, 2 LED Lights, Sling and Car Mount.	20	989.00	19,780.00
			Subtotal	\$19,780.00
			Sales Tax (0.0%)	\$0.00
			Total	\$19,780.00

July 22, 2022

Armando A. Guzman
Chief of Police
Miami Springs Police Department
201 Westward Drive
Miami Springs, Fl. 33166

Dear Chief,

This letter is to confirm that Manufacturing Protective Solutions (MPS) is the sole producer and vendor of its US Patent approved "Convertible Ballistic Shield for Vehicular and Personal Use" (US 10,281,243 B2). MPS product line is manufactured to the exact specifications required for optimum performance, safety and reliability. Through our continued research and development examination we have enhanced and improved our product both in design, use of the latest materials and ballistic testing. Our ballistic shield provides users with the capacity to quickly deploy and utilize protection within arm's reach, from the car mount or while slung over the bearer's back.

This product can only be sold from our company MPS, and no other business could sell, advertise or compete with us.

Should you or your staff have any additional questions, please feel free to contact me directly at 305-606-0387 or by email at macias4252@icloud.com.

Sincerely,

Alex Macias
Manager
Manufacturing Protective Solutions.

MPS

COMPLETE PACKAGE

This package provides all the components for maximum protection and usage, including:

989

- The Defender
- Car Mount
- The Sling
- Ballistic Plate

SHIELD WITH KEVLAR & BALLISTIC PLATE ONLY

This combination provides protection up to 7.62 x 39; 5.56 x 45 (M193), 7.62 x 51 (M80), and 5.56 x 45 (M855) including:

905

- The Defender
- Ballistic plate insert

THE DEFENDER

This package includes the basic Ballistic shield with its included Kevlar inserts weighing in at under 7 pounds

699

- Level 3A up to: (44 Mag, Buckshot, and Slug rounds)

BALLISTIC PLATE

This ballistic plate is XL measuring 11" x 14." The plate Stops Rifle rounds up to 7.62 x 51 (M80) and 5.56 x 45 (M855)

529



MPS

FRONT MOUNT LED PLATE

These front Mounted LED lights allow you to light your path, with 2 Independently wired lights.

130

Package includes :

- Rechargeable ambidextrously mountable Grip
- Detachable LED lights

CAR DOOR MOUNTING PLATE

This metal piece in conjunction with The Defender allows for convenient and rapid deployment from your vehicle.

40

DETACHABLE SLING

This detachable sling allows you to easily carry the Shield on your back while allowing for rapid deployment. The sling is fully adjustable and is made in 3 different unique colors.

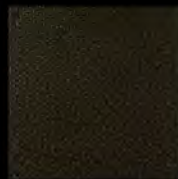
25

COLOR OPTIONS

Tan



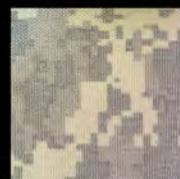
Black



Olive Drab



Uni Camov





AGENDA MEMORANDUM

Meeting Date: 8/22/2022

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: Blanket Purchase Order Increase – Metro Express – Repairs for Sidewalks

RECOMMENDATION: Public Works requests Council approve a \$100,000.00 increase to the open purchase order # 220651 to Metro Express, Inc. for citywide sidewalk repairs.

DISCUSSION: On May 9, 2022, the City Council adopted Resolution No. 2022-4000 approving an agreement with Metro Express, Inc. for concrete curbside/sidewalk construction, milling, and resurfacing of asphalt concrete and striping services utilizing the terms and conditions of the City of Miami Beach’s contract pursuant to Section 31-11(E)(5) of the City of Miami Spring’s Code. By Resolution No. 2022-4000, the City Council further approved the issuance of a project-specific work order for the City-wide Sidewalk Completion and ADA Ramp Project in an amount not to exceed \$89,772.50. On May 23, 2022, consistent with and supplemental to the authority provided by Resolution No. 2022-4000, the City Council adopted Resolution No. 2022-4003 approving the issuance of a purchase order to Metro Express, Inc. for concrete curbside/sidewalk repair services on an as-needed basis in an amount not to exceed \$50,000. At this time, Public Works requests that the City Council authorize an increase of \$100,000 to the existing purchase order # 220651 for additional sidewalk repairs utilizing the agreement approved by Resolution 2022-4000.

Spent in FY: 20/21 \$12,017.50
 Spent in FY 21/22 \$26,923.00 to date

Submission Date and Time: 8/8/2022 4:07 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</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: _____	Account No.: <u>135-0902-541.46-00</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: \$ <u>50,000.00</u>
		Current request: \$ <u>100,000.00</u>
		Total vendor amount: \$ <u>150,000.00</u>

RESOLUTION NO. 2022-____

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.

WHEREAS, on May 9, 2022, the City of Miami Springs (the “City”) Council adopted Resolution No. 2022-4000, approving an agreement (the “Agreement”) with Metro Express, Inc. (the “Vendor”) for concrete curbside/sidewalk construction services on an as-needed basis (the “Services”) utilizing the terms and conditions of a competitively awarded contract entered into between the City of Miami Beach and the Vendor pursuant to ITB-2018-033-ND; and

WHEREAS, on May 23, 2022, the City Council adopted Resolution No. 2022-4003 approving the issuance of a purchase order to the Vendor in order to make repairs to City sidewalks on an as-needed basis (the “Repairs”) in an amount not to exceed \$50,000; and

WHEREAS, the City desires to utilize the Services of the Vendor to perform additional Repairs in an amount not to exceed \$100,000, for a total not to exceed \$150,000 for fiscal year 2021-22; and

WHEREAS, in accordance with the terms of the Agreement, the City seeks to approve the purchase of the Services for the additional Repairs in an amount not to exceed \$100,000; 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. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the purchase of the Services for the additional Repairs consistent with the terms of the Agreement.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend additional budgeted funds for the additional Repairs in an amount not to exceed \$100,000, for a total not to exceed of \$150,000.

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 22nd day of August, 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 – 4003

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO METRO EXPRESS, INC. FOR CONCRETE CURBSIDE/SIDEWALK REPAIR SERVICES ON AN AS-NEEDED BASIS IN AN AMOUNT NOT TO EXCEED \$50,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 9, 2022, the City of Miami Springs (the “City”) Council adopted Resolution No. 2022-4000, approving an agreement (the “Agreement”) with Metro Express, Inc. (the “Vendor”) for concrete curbside/sidewalk construction services on an as-needed basis (the “Services”) utilizing the terms and conditions of a competitively awarded contract entered into between the City of Miami Beach and the Vendor pursuant to ITB-2018-033-ND; and

WHEREAS, the City desires to utilize the Vendor’s Services in order to make repairs to City sidewalks on an as-needed basis (the “Repairs”); and

WHEREAS, in accordance with the terms of the Agreement, the City seeks to authorize the issuance of a purchase order in an amount not to exceed \$50,000 for the Services in order to make the Repairs; 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. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the issuance of a Purchase Order to the Vendor for the Services to make the Repairs consistent with the terms of the Agreement and to expend budgeted funds in an amount not to exceed \$50,000.00.

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

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

Vice Mayor Dr. Walter Fajet	<u>YES</u>
Councilman Bob Best	<u>YES</u>
Councilwoman Jacky Bravo	<u>YES</u>
Councilman Dr. Victor Vazquez	<u>ABSENT</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 23rd day of May, 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 & BIERMANN, P.L.
CITY ATTORNEY



AGENDA MEMORANDUM

Meeting Date: 8/22/2022

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

Via: William Alonso, City Manager/ Finance Director

From: Tammy Romero, Assistant City Manager

Subject: Authorize the execution of an agreement with the Florida Department of Environmental Protection (FDEP), under the Resilient Florida Program

RECOMMENDATION: Recommendation by Staff that Council authorize the execution of an agreement with the Florida Department of Environmental Protection (FDEP), under the Resilient Florida Program for a Vulnerability Assessment and Adaptation Action Plan as funds were awarded via a grant to the City in the amount of \$174,600.00 on a cost reimbursement basis with no cost sharing requirement.

DISCUSSION: This planning grant provides the funding for the City, to comply with the Peril of Flood mandate. This grant allows the City to review its Comprehensive Plan and Code of Ordinances in order to identify necessary additions and amendments to ensure compliance with Sec. 163.3178(2)(f) Fla. Statute and will assess exposure and sensibility vulnerabilities of the City's infrastructure and critical assets for compliance with Section 380.093(3)(d). This grant also ensures that any future capital planning process by the City incorporates the impact of flood risks due to climate change. This project will provide geo-database, modeling, critical asset inventory, vulnerability assessment and an Adaptation Action Plan to evaluate and prioritize a dashboard of adaptation strategies with input from local residents and other stakeholders.

As part of the Vulnerability Assessment and Adaptation Action Plan the following will be provided:

- a technical report outlining the data findings of the gap analysis; a summary of recommendations will be provided to address the identified data gaps and actions necessary to rectify them;
- a vulnerability assessment report documenting the modeling process, type of models utilized and resulting tables and maps illustrating flood depths for each flood scenario;
- a final vulnerability assessment report detailing the findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables, based on the statutory scenarios and standards; a list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by; and
- a final Adaptation Action Plan detailing the summaries of key vulnerabilities presented in the final vulnerability assessment report, including critical circumstances unique to the community.

The City staff, shall organize public meetings/workshops in coordination with local residents and other stakeholders to present an educational PowerPoint which will address the findings from the final Vulnerability Assessment report, and perform a live polling survey.

Finally, a draft comprehensive plan coastal management element language in strike-through and underlined format, that satisfies the Peril of Flood requirements in Section 163.3178(2)(f), F.S., will be submitted. As well as a list to include the building address, critical asset type and asset class information with elevation certificates.

FISCAL IMPACT: None, as this Agreement does not require a match on the part of the City.

RESOLUTION NO. 2022-____

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.

WHEREAS, pursuant to Section 380.093, Florida Statutes, the Florida Legislature established the Resilient Florida Grant Program (the “Program”) in order to provide grants to counties and municipalities that are necessary to fund the costs of community resilience planning and necessary data collection for such planning; and

WHEREAS, the City of Miami Springs (the “City”) has been awarded a Program grant (the “Grant”) in the amount of \$174,600 to develop a Vulnerability Assessment and Adaptation Action Plan (the “Project”); and

WHEREAS, to secure the Program Grant, the City must enter into a State-Funded Grant Agreement (the “Agreement”) with the Florida Department of Environmental Protection (“FDEP”) in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the City Council wishes to accept the Grant, approve the Agreement, and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit “A”; and

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

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

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

Section 2. Acceptance. That the City Council hereby accepts the Grant.

Section 3. Approval. That the City Council hereby approves the Agreement with FDEP relating to the Grant for the Project.

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

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

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

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

PASSED AND ADOPTED this 22nd day of August, 2022.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): City of Miami Springs Vulnerability and Resiliency Assessment and Adaptation Action Plan	Agreement Number: 22PLN51
2. Parties: State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Miami Springs	Entity Type: Local Government
Grantee Address: 201 Westward Drive, Miami Springs, Florida 33166	FEID: 59-6000374 (Grantee)

3. Agreement Begin Date: 7/1/2021	Date of Expiration: 6/30/2024
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Miami-Dade County +
Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes and Adaptation Action Plan for the City of Miami Springs.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$174,600.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY21-22 GAA#1707A	\$174,600.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$174,600.00

6. Department's Grant Manager Name: Lisa Widener or successor	Grantee's Grant Manager Name: Jose L. Lopez, PE, PMP or successor
Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399	Address: City of Miami Springs 201 Westward Drive Miami Springs, Florida 33166
Phone: 850-245-8323	Phone: 954-260-5383
Email: Lisa.Widener@FloridaDEP.gov	Email: jlopez@bermelloajamil.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grant Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with § 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <small>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification</small>

8. The following information applies to Federal Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Miami Springs

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

William Alonso

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager Lisa Widener

DEP QC Reviewer Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/vsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22PLN51**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Miami Springs Vulnerability Assessment and Resiliency Assessment and Adaptation Action Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.552, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least

thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22PLN51**

ATTACHMENT 3

PROJECT TITLE: City of Miami Springs Vulnerability and Resiliency Assessment and Adaptation Action Plan

PROJECT LOCATION: The Project is located in the City of Miami Springs within Miami-Dade County, Florida.

PROJECT DESCRIPTION:

The City of Miami Springs (Grantee) Vulnerability and Resiliency Assessment and Adaptation Action Plan (Project) will complete a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) for the City. The Project will also address the Peril of Flood recommendations and will assess exposure and sensitivity vulnerability of the City's infrastructure critical assets for compliance with Section 380.093(3)(d), F.S. and will ensure that any future capital planning process incorporates the impact of flood risks due to climate change. The Project will include a geodatabase, modeling, critical asset inventory, comprehensive VA, and an Adaptation Action Plan (AAP) to evaluate and prioritize a dashboard of adaptation strategies with input from stakeholders.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Decription: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. A list of critical assets, as defined by s.380.093.F.S., will be compiled from existing available sources of data and mapped into a GIS Database. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in s. 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

The critical asset inventory will consider transportation and evacuation routes, wastewater, stormwater, drinking water, and other important utility facilities. Critical community and emergency facilities such as schools, law enforcement facilities, and government facilities as well as natural, cultural and historical sources within the City boundaries will also be considered for the overall GIS database of the critical assets.

Topographic data such as existing surveys and LiDAR data will be compiled from existing public data sources such as Miami-Dade County and the NOAA database to aid in the creation of a digital elevation

model to support the vulnerability analyses. Data gaps will be identified to support additional data collection as required to conduct the vulnerability analysis. The collected topographic data will be adjusted to refer to the North American Vertical Datum of 1988 (NAVD88).

Deliverables: The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S.

Task 2: Draft Vulnerability Assessment – Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

In order to conduct the exposure analysis, a Digital Elevation Model (DEM) will be created using the topographic data compiled for Task 1. The DEM will be referenced to NAVD88. Using the created DEM, flood depths due to tidal flooding, storm surge flooding, and to the extent practicable rainfall-induced flooding will be derived under current and future conditions. To the extent practicable, compound flooding will be considered, likely as a combination of tidal and storm surge flooding.

The future conditions flood depths will consider two sea level rise projections: the 2017 NOAA intermediate-low and intermediate-high. The future conditions will also consider two planning horizons: 2040 and 2070. Sea level data will be taken from the Virginia Key NOAA Station (Station ID XYZ), which is within the vicinity of the Grantee. PDF maps of the flood depths under the different planning horizons and associated sea level rise projections will be developed for inclusion in the VA report. A GIS database of the electronic mapping data used to illustrate the flooding and sea level rise impacts will also be produced.

Deliverables: The Grantee will provide the following: 1) a draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 3: Vulnerability Assessment – Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

The task will include technical and socioeconomic assessments of different alternatives available to apply for sea level rise and flood conditions and their impacts to local residents. Based on the flood mapping depths, a sensitivity analysis of the critical infrastructure assets vulnerability will be conducted relative to

the infrastructure's existing elevations. The critical infrastructure assets flood depth under the current and future conditions will be evaluated. This VA will help identify and encourage the development of best practices, redevelopment principles, engineering solutions, and site-development techniques that may reduce losses due to flooding and resultant claims filed under insurance policies issued in Florida, as established by the Federal Emergency Management Agency (FEMA).

Deliverables: The Grantee will provide the following: 1) a final VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 4: Adaptation Action Plan

Description: The Grantee will complete an Adaptation Action Plan (AAP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AAP into existing AAPs. The AAP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Under this task, the baseline conditions determined in previous tasks will be analyzed in further detail in accordance to statutory requirements, relative to high tides, storm surges and Sea Level Rise (SLR) impacts, and adaption strategies, to prepare and prioritize strategies that include the following considerations:

- Flooding and drainage problems including stormwater management and drainage, flooding city-owned and private infrastructure (e.g. marina, roads, septic tanks, sewage pump stations)
- Level of protection relative to sea level rise and king tides, including fortify residences, raising roads and homes, build higher seawalls and bulkheads among other soft (green alternatives preferred) and hard alternatives.
- Environmental review. Impacts to environmental resources including beaches and dunes, wetlands and upland habitats, wildlife (e.g. sea turtles, shorebirds and wading birds, marine species) mangroves and seagrass. The City of Miami Springs will obtain a list of threatened and endangered species and designated critical habitats that might be present in the project area.
- Evaluate increased shoreline erosion in the Adaptation Action Area (AAA) and the use of soft engineering alternatives like a natural resource-based shoreline armoring or protection system and beach nourishment.
- Coastal, social vulnerability and vulnerability of historic resources.
- Existing City Zoning Code and land use considerations. Review land use plans with resiliency guidelines as anticipating action to direct new developments away from vulnerable areas; evaluate land conservation and conservation easements, as necessary. Strategic redevelopment to safer areas.
- Building Form Aesthetics and Urban design considerations.
- Permit feasibility.
- Potential phasing of future adaption.
- Operational impacts and maintenance assessment.
- Service life.
- Overall resiliency.
- Social vulnerability. An assessment of any impact or environmental effects on minority or low-income residents and evaluate project features that will mitigate such effect.

Deliverables: The Grantee will provide the final AAP detailing the summaries of key vulnerabilities presented in the final VA report, critical circumstances unique to the community, potential responses to key vulnerabilities listed in report, and any legal reference materials, if applicable.

Task 5: Public Outreach and Regional Collaboration

Description: The Grantee will conduct at least two public outreach meetings during the project. The focus of the public meetings will be to educate local residents and other stakeholders, about the risks of flooding in their community. It will present a suite of flood resiliency/adaptation strategies possible and will focus on informing the public on vulnerabilities and adaptation options and addressing climate change and sea level rise to be incorporated into future plans and policies. The meetings will use live audience polling to present images of the flood resilience solutions to gain the residents' preferences. The meetings will also catalyze a continuing dialogue with the residents of Miami Springs to make sure they are an integral part of the solution. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. The meetings will be supplemented with live polling as well as on-line surveys. All materials will be produced in English and Spanish.

Meeting #1: Upon completion of the VA, the Grantee will conduct a public meeting/workshop in coordination with local residents and other stakeholders to present an educational PowerPoint which will address the findings from the final VA report, and perform a live polling survey. The Grantee will prepare the invitation, draft and final agendas, create the live polling survey as well as handle the meeting minutes. The materials shall be electronically distributed for comments by the Grantee.

Meeting #2: Upon completion of the AAP the Grantee will conduct a public meeting/workshop to present the educational PowerPoint which will give the proposed flood resiliency/adaptation alternatives, and then perform a live polling survey. The Grantee will prepare the invitation, draft and final agendas, create the live polling survey as well as handle the meeting minutes. The materials shall be electronically distributed for comments by the Grantee.

Deliverables: The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

Task 6: Peril of Flood Compliance – Comprehensive Plan Amendment

Description: The Grantee will update the comprehensive plan coastal management element language to comply with the Peril of Flood requirements in Section 163.3178(2)(f), F.S. The Grantee will review its Comprehensive Plan and Code of Ordinances to identify necessary additions and amendments to ensure compliance with Section 163.3178(2)(f), F.S. Based on the analysis performed, draft comprehensive plan amendments must address the requirements of s. 163.3178(2)(f), F.S., Peril of Flood, if the county or municipality is subject to such requirements. The municipality will draft the comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in s. 163.3178(2)(f), F.S. The Department's Grant Manager will provide the deliverable to the Department of Economic Opportunity (DEO) for preliminary review to ensure compliance with s. 163.3178(2)(f), F.S. DEO will have ten (10) working days to review and provide its comment(s) to the

Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under s. 163.3178(2)(f), F.S.

Currently adopted surface water management level of service standards for drainage and local regulations regarding water management improvements will be reviewed in light of current and future conditions modeled for flooding within City boundaries.

The Grantee's current rating under the FEMA Community Rating System will be evaluated to determine the extent to which revised policies adopted to ensure Peril of Flood compliance can contribute to an enhanced score. In light of the modeled current and future conditions, the Grantee will also consider opportunities for regulatory changes (if appropriate) which exceed floodresistant construction requirements in the Florida Building Code, as well as applicable flood plain management regulations outlined in 44 CFR part 60.

Deliverables: Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in Section 163.3178(2)(f), F.S. The draft comprehensive plan will include the following:

1. Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
2. Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;
3. Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;
4. A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60;
5. A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, F.S., be consistent with Chapter 161, F.S.; and
6. Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.
7. The Grantee's local mitigation strategy (LMS) and post-disaster redevelopment plan and their integration into the Miami-Dade County LMS will be reviewed based on the data and analysis developed through this planning effort.

Task 7: Survey for Elevation Certificates

Description: The Grantee will perform a site visit to record the elevation information in order to adequately obtain the the elevation of a critical asset. A professional surveying crew consisting of a chief surveyor and two surveying technicians will conduct the work. The information will be provided in an Elevation Certificate and will be signed and sealed by a Florida Registered Professional Surveyor and Mapper.

Deliverables: The Grantee will submit the following: 1) list of the buildings where certificates were recorded, to include the building address, critical asset type, and asset class information; and 2) documentation of submission of the copies of the Elevation Certificates to the Florida Department of Emergency Management, as required by Section 472.036, F.S.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee

must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal. The Department's Grant Manager will provide the deliverable to the DEO for preliminary review to ensure compliance with Section 163.3178(2)(f), F.S. DEO will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under Section 163.3184, F.S.

CONSEQUENCES FOR NON-PERFORMANCE: The Department will reduce each Task Funding Amount by five percent (5%) for every day that the task deliverable(s) are not received on the specified due date listed in the Agreement's most recent Project Timeline. Should a Change Order or Amendment be requested on the date of or after the most current task due date, the five percent (5%) reduction of that Task Funding Amount will be imposed until the date of the requested change is received via email by the Department.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	\$19,500	\$0	\$19,500	7/1/2021	3/31/2024
2	Draft Vulnerability Assessment – Exposure Analysis	Contractual Services	\$59,000	\$0	\$59,000	7/1/2021	3/31/2024
3	Vulnerability Assessment – Sensitivity Analysis	Contractual Services	\$15,000	\$0	\$15,000	7/1/2021	3/31/2024
4	Adaptation Action Plan	Contractual Services	\$39,800	\$0	\$39,800	7/1/2021	3/31/2024
5	Public Outreach and Regional Collaboration	Contractual Services	\$12,500	\$0	\$12,500	7/1/2021	3/31/2024
6	Peril of Flood Compliance – Comprehensive Plan Amendment	Contractual Services	\$16,800	\$0	\$16,800	7/1/2021	3/31/2024
7	Survey for Elevation Certificates	Contractual Services	\$12,000	\$0	\$12,000	7/1/2021	3/31/2024
Total:			\$174,600	\$0	\$174,600		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see "AUDITS" below*), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 21.22	37.098	Resilient Florida Programs	174,600.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$174,600.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
 - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form**

Exhibit A

DEP Agreement No.:	22PLN51		
Project Title:	City of Miami Springs Vulnerability and Resiliency Assessment and Adaptation Action Plan		
Grantee Name:	City of Miami Springs		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		
<p>INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in Attachment 3, Grant Work Plan: Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 3: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 4: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p>			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 22PLN51

**CITY OF MIAMI SPRINGS VULNERABILITY AND RESILIENCY ASSESSMENT AND ADAPTATION
ACTION PLAN**

City of Miami Springs

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 22PLN51

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN51

Project Title: City of Miami Springs Vulnerability and Resiliency Assessment and Adaptation Action Plan

Grantee: City of Miami Springs

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all grant agreements.

DEP Agreement Number: 22PLN51

Project Title: City of Miami Springs Vulnerability and Resiliency Assessment and Adaptation Action Plan

Grantee: City of Miami Springs

By signing this Vulnerability Assessment Compliance Checklist Certification (hereinafter "Checklist Certification") the Grantee certifies that, upon execution of the Agreement, it will have reviewed the statutory requirements for vulnerability assessments in subsection 380.093(3), F.S., and provided this signed Checklist Certification to the Department, which gives the Department of Environmental Protection (Department) *partial* assurance that any and all vulnerability assessments the Grantee may utilize for its individual project will adhere to the relevant statutory requirements in subsection 380.093(3), F.S., regardless of the party actually completing the work (e.g., subcontractors).

To give the Department the remaining assurance it requires, the Grantee also certifies that it will deliver a fully completed and signed Vulnerability Assessment Compliance Checklist to the Department, in the form included in this exhibit, at a yet-to-be-determined time mutually agreed upon by both parties to this Agreement but prior to close out of the Grantee's individual project. The completed Vulnerability Assessment Compliance Checklist and this Checklist Certification will be joined and attached to the Agreement together as a single "Exhibit I."

By signing below, I certify on behalf of the Grantee that the Grantee or its designee(s) will have reviewed the statutory requirements in subsection 380.093(3), F.S., prior to execution of the Agreement. I further certify on behalf of the Grantee that, prior to close out of the grant, either myself or the Grantee's designated grant manager will provide to the Department a Vulnerability Assessment Compliance Checklist form that has been fully completed in the manner described in this Checklist Certification.

Grantee's Grant Manager Signature

Print Name

Date

VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	<input type="checkbox"/>	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	<input checked="" type="checkbox"/>	Geospatial data in an electronic file format.	
c	<input type="checkbox"/>	GIS metadata.	
d	<input type="checkbox"/>	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	<input type="checkbox"/>	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable. <input type="checkbox"/> Not applicable <input type="checkbox"/> Already in compliance	
f	<input type="checkbox"/>	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	<input type="checkbox"/>	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	<input type="checkbox"/>	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> <input type="checkbox"/> NOAA data <input type="checkbox"/> FEMA data	
i	<input type="checkbox"/>	Initial storm surge event equals or exceeds current 100-year flood event.	
j	<input type="checkbox"/>	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	

Exhibit I

k	<input type="checkbox"/>	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	<input type="checkbox"/>	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	<input type="checkbox"/>	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	<input type="checkbox"/>	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	<input type="checkbox"/>	All analyses performed in North American Vertical Datum of 1988.	
p	<input type="checkbox"/>	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	<input type="checkbox"/>	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	<input type="checkbox"/>	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	<input type="checkbox"/>	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

Identify the Florida municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date



AGENDA MEMORANDUM

Meeting Date: 8/22/2022

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

Via: William Alonso, City Manager/ Finance Director

From: Tammy Romero, Asst. City Manager

Subject: Vulnerability Assessment and Grant Management by B&A for the Resiliency Florida Grant

RECOMMENDATION:

Recommendation that Council authorize the issuance of a work order to the City’s engineers, Bermello, Ajamil and Partners, Inc. (B&A), for Grant Management and assistance with complying with the Peril of Flooding mandate for a vulnerability assessment from the Resiliency Florida Grant, consistent with B&A’s existing agreement with the City and the proposal attached hereto as Exhibit “A”, in an amount not to exceed \$174,600.00 for developing a Vulnerability Assessment Report, Adaptation Plan Action Plan and required Peril of Flood Comprehensive Plan Amendments.

DISCUSSION:

B&A will assist the City in complying with the Peril of Flooding mandate by reviewing our Comprehensive Plan and Code of Ordinances to identify necessary additions and amendments needed to access the City’s exposure and vulnerability of our infrastructure of critical assets for compliance with Section 380.093(3)(d) of the Florida Statute. Additionally, the report will include areas, for any future capital planning, that may be impacted by flood risks due to climate change. B&A will provide geo-database, modeling, critical asset inventory, vulnerability assessment and an Adaptation Action Plan to evaluate and prioritize a dashboard of adaptation strategies, with input from local residents and other stakeholders, by way of public outreach via public meetings/workshops.

As part of the Vulnerability Assessment and Adaptation Action Plan the following will be provided:

- a technical report outlining the data findings of the gap analysis; a summary of recommendations will be provided to address the identified data gaps and actions necessary to rectify them;
- a vulnerability assessment report documenting the modeling process, type of models utilized and resulting tables and maps illustrating flood depths for each flood scenario;
- a final vulnerability assessment report detailing the findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables, based on the statutory scenarios and standards; a list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by; and
- a final Adaptation Action Plan detailing the summaries of key vulnerabilities presented in the final vulnerability assessment report, including critical circumstances unique to the community.

B&A will also draft final comprehensive plan language in strike-through and underlined format, that satisfies the Peril of Flood requirements in Section 163.3178(2)(f), F.S., to be submitted afterwards for compliance.

FISCAL IMPACT:

Submission Date and Time: 8/8/2022 3:14 PM

<p><u>Submitted by:</u> Department: <u>Finance</u> Prepared by: <u>Tammy Romero</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><u>Approved by (sign as applicable):</u> Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____</p>	<p style="text-align: right;"><u>Funding:</u></p> Dept./ Desc.: _____ Account No.: _____ Amount previously approved: \$ _____ Current request: \$ <u>174,600.00</u> Total vendor amount: \$ <u>174,600.00</u>
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RESOLUTION NO. 2022-____

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.

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

WHEREAS, in August 2022, the Florida Department of Environmental Protection (“FDEP”) awarded the City a Resilient Florida Grant (the “Grant”) in the amount of \$174,600 to develop a Vulnerability Assessment and Adaptation Action Plan (the “Project”); and

WHEREAS, in order to comply with the terms and conditions of the Grant, the City solicited and the Consultant provided the proposal attached hereto and incorporated herein as Exhibit “A” (the “Proposal”), in an amount not to exceed \$174,600, to provide the following services for the Project: collection of background data (including critical asset inventory, critical community and emergency facilities, and topographic data); analysis of flood modeling data; development of a vulnerability assessment report; development of an adaptation action plan; preparation of a Peril of Flood Comprehensive Plan Amendment to ensure compliance with Section 163.3178(2), Florida Statutes; and creation of elevation surveys for the City’s critical assets (collectively, the “Services”); and

WHEREAS, the City will be reimbursed for the Services for the Project within the 2022-2023 fiscal year budget through Grant funds awarded to the City by FDEP; and

WHEREAS, the City Council wishes to authorize the City Manager to issue a work order to the Consultant for the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$174,600; and

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

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

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

Section 2. Approval. That the City Council hereby authorizes the City Manager to issue a work order to the Consultant for the Project, consistent with the Proposal and the Agreement, and to expend budgeted funds in an amount not to exceed \$174,600.

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 22nd day of August, 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



August 8, 2022

City of Miami Springs

A. INTRODUCTION

The City of Miami Springs (City) has requested Bermello Ajamil and Partners (BA) under their existing A/E consulting agreement to prepare a scope of work (SOW) for the grant management and design of the Resilient Florida Grant #22PLN51.

In 2021, the legislature passed a statute, Section 380.093, F.S. to create a new program called Resilient Florida. One element of the program is the Resilient Florida Grant program to fund resilience planning and projects to protect critical assets from future flood risk. In reviewing the statute and in conversations with City staff, it was determined that a vulnerability assessment would need to be prepared to meet the requirements in Section 380.093(3), F.S. related to vulnerability assessment that identifies the risks to critical assets and prepares the City for future FDEP implementation/adaptation grants.

The vulnerability assessment will include an analysis of the vulnerability of and risks to critical assets, including regionally significant assets, owned or managed by the City. The assessment will focus on the following components:

1. Climate threat and hazards analysis will source publicly available data from recent relevant peer-reviewed reports and databases.
2. Critical assets will be evaluated in the vulnerability assessment and adaptation planning based on existing conditions, future conditions, and all modeling consistent with Section 380.093(3), F.S., and potential economic losses or values.
3. Final Report to document the findings and provide the City with a roadmap for making the community more resilient.

B. OBJECTIVE

This project will address the Peril of Flood recommendations and will assess exposure and sensibility vulnerability of the City's infrastructure critical assets for compliance with Section 380.093(3)(d) and will ensure that any future capital planning process incorporates the impact of flood risks due to climate change. This project will provide geodatabase, modeling, critical asset inventory, vulnerability assessment and an Adaptation Action Plan to evaluate and prioritize a dashboard of adaptation strategies with input from stakeholders

C. PROJECT LOCATION

Project is located in the City of Miami Springs within Miami-Dade County, Florida.

D. WORK BREAKDOWN SCHEDULE

Task 1: Acquire Background Data

Task Description: A list of critical assets, as defined by s.380.093.F.S., will be compiled from existing available sources of data and mapped into a GIS Database. The critical asset inventory will consider transportation and evacuation routes, wastewater, stormwater, drinking water, and other important utility facilities. Critical community and emergency facilities such as schools, law enforcement facilities, and government facilities as well as natural, cultural and historical sources within the City boundaries will also be considered for the overall GIS database of the critical assets.

Topographic data such as existing surveys and LiDAR data will be compiled from existing public data sources such as Miami-Dade County and the National Oceanic and Atmospheric Administration database to aid in the creation of a digital elevation model to support the vulnerability analyses. Data gaps will be identified to support additional data collection as required to conduct the vulnerability analysis. The collected topographic data will be adjusted to refer to the North American Vertical Datum of 1988 (NAVD88).

Task Deliverable(s): A technical report should be prepared outlining the data compiled and findings of the gap analysis; a summary of recommendations to address the identified data gaps and actions taken to rectify them, if applicable; GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the county/municipality and regionally significant assets, classified as defined in s. 380.093(2) 1-4, F.S.:

Task 2: Draft Vulnerability Assessment, Exposure Analysis

Task Description: In order to conduct the exposure analysis, a Digital Elevation Model (DEM) will be created using the topographic data compiled under the Background Data task. The digital elevation model will be referenced to the North American Vertical Datum of 1988 (NAVD88). Using the created DEM, flood depths due to tidal flooding, storm surge flooding, and to the extent practicable rainfall-induced flooding will be derived under current and future conditions. To the extent practicable, compound flooding will be considered, likely as a combination of tidal and storm surge flooding.

The aforementioned future conditions flood depths will consider two sea level rise projections: the 2017 National Oceanic and Atmospheric Administration (NOAA) Intermediate-Low and Intermediate-High. The future conditions will also consider two planning horizons: 2040 and 2070. Sea level data will be taken from the Virginia Key NOAA Station (Station ID XYZ), which is within the vicinity of the municipality. PDF maps of the flood depths under the different planning horizons and associated sea level rise projections will be developed for inclusion in the vulnerability analysis report. A GIS database of the electronic mapping data used to illustrate the flooding and sea level rise impacts will also be produced.

Task Deliverable(s):

A draft vulnerability assessment report documenting the modeling process, type of models utilized and resulting tables and maps illustrating flood depths for each flood scenario; GIS files with results of exposure analysis for each flood scenario, with appropriate metadata identifying the methods used to create the flood layers. GIS files and associated metadata must adhere to Resilient Florida's GIS Data and Metadata Standards (see Appendix C).

Task 3: Vulnerability Assessment, Sensitivity Analysis

Task Description: In this task, the City will prepare a vulnerability sensitivity analysis, which will include technical and socioeconomic assessments of different alternatives available to apply for sea level rise and flood conditions and their impacts to local residents. Based on the flood mapping depths, a sensitivity analysis of the critical infrastructure assets vulnerability will be conducted relative to the infrastructure's existing elevations. The critical infrastructure assets flood depth under the current and future conditions will be

evaluated. This vulnerability assessment will help identify and encourage the development of best practices, redevelopment principles, engineering solutions, and site-development techniques that may reduce losses due to flooding and resultant claims filed under insurance policies issued in Florida (as established by the Federal Emergency Management Agency).

Task Deliverable(s):

Final vulnerability assessment report detailing the findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables, based on the statutory scenarios and standards; an initial list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.

Task : 4 Adaptation Action Plan

Task Description: Under this task, the baseline conditions determined in previous tasks will be analyzed in further detail in accordance to statutory requirements, relative to high tides, storm surges and Sea Level Rise (SLR) impacts and adaption strategies, to prepare and prioritize strategies considering the following considerations:

- Flooding and drainage problems including stormwater management and drainage, flooding city-owned and private infrastructure (e.g. marina, roads, septic tanks, sewage pump stations)
- Level of protection relative to sea level rise and king tides, including fortify residences, raising roads and homes, build higher seawalls and bulkheads among other soft (green alternatives preferred) and hard alternatives.
- Environmental review. Impacts to environmental resources including beaches and dunes, wetlands and upland habitats, wildlife (e.g. sea turtles, shorebirds and wading birds, marine species) mangroves and seagrass. The City of Miami Springs will obtain a list of threatened and endangered species and designated critical habitats that might be present in the project area.
- Evaluate increased shoreline erosion in the Adaptation Action Area (AAA) and the use of soft engineering alternatives
 - like a natural resource-based shoreline armoring or protection system and beach nourishment
- Coastal, social vulnerability and vulnerability of historic resources
- Existing City Zoning Code and land use considerations. Review land use plans with resiliency guidelines as anticipating action to direct new developments away from vulnerable areas; evaluate land conservation and conservation easements, as necessary. Strategic redevelopment to safer areas.
- Building Form Aesthetics and Urban design considerations
- Permit feasibility
- Potential phasing of future adaption
- Operational impacts and maintenance assessment
- Service life
- Overall resiliency
- Social vulnerability. An assessment of any impact or environmental effects on minority or low-income residents and evaluate project features that will mitigate such effect.

Deliverables: The Grantee will provide the final Adaptation Plan or Report.

Final Adaptation Action Plan detailing the summaries of key vulnerabilities presented in the final vulnerability assessment report, critical circumstances unique to the community, potential responses to key vulnerabilities listed in report, and any legal reference materials if applicable.

Task 5: Public Outreach and Regional Collaboration

Task Description: In two public meetings supplemented with live polling as well as on-line surveys will focus on informing the public on vulnerabilities and adaptation options and addressing climate change and sea level rise to be incorporated into future plans and policies. All materials will be produced in English and Spanish.

The focus of the public meetings will be to educate local residents and other stakeholders, about the risks of flooding in their community. It will present a suite of flood resiliency/adaptation strategies possible. The meetings will use live audience polling to present images of the flood resilience solutions to gain the residents' preferences. The meetings will also catalyze a continuing dialogue with the residents of Miami Springs to make sure they are an integral part of the solution.

Meeting #1:

Upon completion of the Vulnerability Assessment, the City staff, shall organize a public meeting/workshop in coordination with local residents and other stakeholders to present an educational PowerPoint which will address the findings from the final Vulnerability Assessment report, and perform a live polling survey. Under this Task, the City shall prepare the invitation, draft/final agendas, create the live polling survey as well as handle the meeting minutes. The materials shall be electronically distributed for comments by City of Miami Springs staff.

Meeting #2:

Upon completion of the Adaptation Action Plan the City staff, shall organize a public meeting/workshop to present the educational PowerPoint which will give the proposed flood resiliency/adaptation alternatives, and then perform a live polling survey. Under this Task, the City shall prepare the invitation, draft/final agendas, create the live polling survey as well as handle the meeting minutes. The materials shall be electronically distributed for comments by City of Miami Springs staff.

Deliverables: The Grantee will provide the following: 1) meeting agenda, including location, date, time of meeting, and list of all attendees; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) Meeting summary which includes all attendee input/recommendations and meeting outcomes, 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; 5) all meeting materials such as presentations, surveys, and invitation announcements.

Task 6: Peril of Flood Comprehensive Plan Amendment

Task Description: The City will prepare a redevelopment component in its Comprehensive Plan to fully comply with Section 163.3178(2)(f), Florida Statutes, as recommended by Department of Economic Opportunity (DEO).

The policy goal of this task will be to bring the City into full compliance with the Peril of Flood mandate. The City will review its Comprehensive Plan and Code of Ordinances to identify necessary additions and amendments to ensure compliance with Sec. 163.3178(2)(f) Fla. Statute ("Peril of Flood"). Local government Comprehensive Plans that are already in compliance with the statute will be reviewed as templates for potential modifications to the City's Plan.

Currently adopted surface water management level of service standards for drainage and local regulations regarding water management improvements will be reviewed in light of current and future conditions modeled for flooding within City boundaries.

The City's current rating under the Federal Emergency Management Agency (FEMA) Community Rating System (CRS) will be evaluated to determine the extent to which revised policies adopted to ensure Peril of Flood compliance can contribute to an enhanced score. In light of the modeled current and future conditions, the City will also consider opportunities for regulatory changes (if appropriate) which exceed flood resistant construction requirements in the Florida Building Code, as well as applicable flood plain management regulations outlined in 44 CFR part 60.

Deliverables: Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in Section 163.3178(2)(f), F.S. The draft comprehensive plan will include the following:

1. Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
2. Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;
3. Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;
4. A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60;
5. A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, F.S., be consistent with Chapter 161, F.S.; and
6. Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.
7. The City's local mitigation strategy (LMS) and post-disaster redevelopment plan and their integration into the Miami-Dade County LMS will be reviewed based on the data and analysis developed through this planning effort

Task 7: Surveying for Elevation Certificates

Task Description: In order to adequately obtain the elevation of a critical asset, a professional surveying crew consisting of a chief surveyor and two surveying technicians, will need to perform a site visit to record the elevation information. The elevation is captured running the nearest available bench mark to the vicinity of the critical asset and utilizing a total station to properly document the elevation. This information is later presented in a complete elevation certificate document that will be signed and sealed by a Florida Registered Professional Surveyor and Mapper.

Task Deliverable(s):

List of the buildings where certificates were recorded. List should include the building address, critical asset type and asset class information. Copies of the Elevation Certificates shall be submitted to FDEM as required by Section 472.0366(2) of Fla Statutes

E. PROJECT TIMELINE AND BUDGET DETAIL:

The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Acquired Background Data	Contractual Services	\$ 19,500	\$ 0	\$ 12,500	7/1/2021	3/31/2024
2	Draft Vulnerability Assessment, Exposure Analysis	Contractual Services	\$59,000	\$ 0	\$ 16,800	7/1/2021	3/31/2024
3	Vulnerability Assessment, Sensitivity Analysis	Contractual Services	\$ 15,000	\$ 0	\$ 19,500	7/1/2021	3/31/2024
4	Adaptation Action Plan	Contractual Services	\$39,800.	\$ 0	\$ 59,000	7/1/2021	3/31/2024
5	Public Outreach and Regional Collaboration	Contractual Services	\$ 12,500	\$0	\$39,800	7/1/2021	3/31/2024
6	Peril of Flood Comprehensive Plan Amendment	Contractual Services	\$16,800	\$ 0	\$ 15,000	7/1/2021	3/31/2024
7	Surveying for Elevation Certificates	Contractual Services	\$ 12,000	\$ 0	\$ 12,000	7/1/2021	3/31/2024
Total:			\$ 174,600	\$ 0	\$ 174,600		

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

Becker

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

August 11, 2022

Via Email: alonsow@miamisprings-fl.gov

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

Re: Agreement for Professional Services Extension

Dear Mr. Alonso:

By way of background, the City of Miami Springs (“City”) retainer Becker & Poliakoff (“the Firm”) on January 14, 2014. The retainer subsequently has been extended on a yearly basis thereafter on October 1, 2022, the contract should start with an expiration of September 30, 2023.

The firm is requesting to extend the Agreement for Professional Services for an additional one-year period, in the amount of \$45,000 which will be paid in three payments of \$15,000 quarterly installments for consulting and lobbying services as fund were budgeted in the FY 22/23 Budget pursuant to section 31.11(E)(6)(g) of City Code and pursuant to the City’s existing contract.

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

Jose K. Fuentes
Sr. Government Relations Consultant
Becker & Poliakoff, P.A.
121 Alhambra Plaza, 10th Floor
Coral Gables, Fl 33134

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



JKF/rc
Enclosures

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF MIAMI SPRINGS

AND

BECKER & POLIAKOFF, P.A.

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

WHEREAS, BECKER & POLIAKOFF has acquired FRCG; and

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

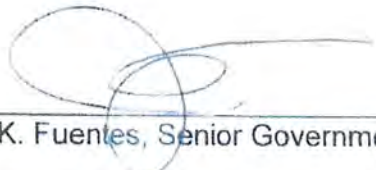
12) Waiver: Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

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

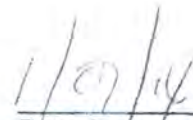
14) Entire Understanding: This document and any schedule and/or exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and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

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

BECKER & POLIAKOFF



Jose K. Fuentes, Senior Government Relations Consultant



Date Executed

CITY OF MIAMI SPRINGS:



Ron Gorland, City Manager



Date Executed

RESOLUTION NO. 2022-____

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

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

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

WHEREAS, the Consultant has proposed to extend the Agreement for an additional one year term beginning October 1, 2022 and concluding September 30, 2023, subject to the same terms and conditions as the Agreement, as set forth in the extension dated August 5, 2022, attached hereto as Exhibit “A” (the “Extension”); and

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

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

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

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

Section 2. Approval. That the City Council hereby approves the Extension with the Consultant.

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

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

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

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

PASSED AND ADOPTED this 17th day of August, 2022.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

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

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



AGENDA MEMORANDUM

Meeting Date: 12/6/2021

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

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: Curtiss Parkway Fitness Park


Discussion:

The Recreation Department and the City Administration would like to request the support from our Mayor and City Council on our application for a grant with FRDAP (Florida Recreation of Development Assistance Program) for a Fitness Trail Park on Curtiss Parkway between Deer Run and Cross Street/Crescent Drive (Picture Attached). We are requesting \$150,000 with the City matching a minimum of 25%. One of the requirements for the Grant is that our Mayor and City Council supports the project, we are asking for your support.

We are proposing between 10 -15 fitness stations on both sides of the Pathway. The current idea is to have the following,

- 2 Stations between Deer Run and Pinecrest
- 4 Stations between Pinecrest and Morningside
- 2 Stations between Morningside and Reinette
- 4 Stations between Reinette and Cross St/Crescnet Drive

The Fitness Stations will be connected just off the current pathway and they will be fully ADA Compliant. We are planning on having a variety of fitness stations along the path. For example, upper body stations, lower body stations, cardio stations, calisthenics stations, etc. The stations will be equipped with up to industry standards for play surface and also signs the demonstrate how to properly use the equipment.

<p><u>Submission Date and Time:</u> 8/17/2022 4:50 PM</p> <p><u>Submitted by:</u></p> <p>Department: <u>Recreation</u></p> <p>Prepared by: <u>Omar Luna</u></p> <p>Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Budgeted/ Funded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: <u></u></p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><u>Funding:</u></p> <p>Dept./ Desc.: <u>Recreation Department</u></p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ _____</p> <p>Total vendor amount: \$ _____</p>
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RESOLUTION NO. 2022-_____

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.

WHEREAS, the City of Miami Springs (the "City") desires to submit a grant application to the Florida Department of Environmental Protection's Florida Recreation Development Assistance Program (the "FRDAP") to aid in the funding of the development of the City's Curtiss Parkway Fitness Trail (the "Project"); and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") administers the Florida Recreation Development Assistance Program Grant (the "Grant"), which provides financial assistance for acquisition or development of land for public outdoor recreation; and

WHEREAS, the City Council supports the City's application for a Grant from FDEP for the Project and desires to authorize the City Manager to apply for the Grant; and

WHEREAS, the Project cost is estimated to be \$187,500.00, with FRDAP grant funds of approximately 75% of the Project cost equal to \$150,000.00, and the City's matching funds of approximately 25% of the Project cost equal to \$37,500.00, such funding to be included in the City's 5-year Capital Improvement Program; and

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

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

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

Section 2. Authorization. That the City Manager and/or his designee are authorized to apply for a grant from the FRDAP for the development of the Project in the amount of \$187,500.00, for which 75% or \$150,000.00 would be funded by FRDAP, and, if awarded the grant, the City agrees to commit 25% matching funds in the amount of

\$37,500.00, such funding to be included in the City’s 5-Year Capital Improvement Program. That the City Manager is further authorized, in connection with such application, to execute such grant agreements and other contracts and documents, to execute any necessary amendments to grant applications and contracts, to take such other acts as may be necessary to bind the City and accomplish the intent of this Resolution, subject to the City Attorney’s approval as to form, content and legal sufficiency. That the City Manager is further authorized to expend budgeted funds to implement the terms and conditions of the grant application and to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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 _____ day of _____, 2022.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

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

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



CITY OF MIAMI SPRINGS, FLORIDA
NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN that on **Monday, August 22, 2022 at 7:00 p.m.**, Miami Springs will conduct a public meeting to discuss the installation of a fitness station at Curtiss Parkway Between Deer Run and Cross Street, Miami Springs, FL 33166.

The sole purpose of this meeting is to discuss a grant application proposal to the Florida Recreation of Development Assistance Program seeking funding for a fitness station at Curtiss Parkway Between Deer Run and Cross Street. **The meeting will take place at City of Miami Springs, City Hall, Council Chambers, 201 Westward Drive, Miami Springs, FL 33166.**

All residents are encouraged to attend. The City of Miami Springs complies with the provisions of the Americans with Disabilities Act (ADA). Individuals with disabilities requiring special accommodations or assistance should call Miami Springs at (305) 805-5006 at least 48 hours (2 business days) in advance.

Erika Gonzalez-Santamaria, MMC, City Clerk
City of Miami Springs

















AGENDA MEMORANDUM

Meeting Date: 8/22/2022

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

Via: William Alonso, City Manager/Fin. Director

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

Subject: Sullivan Electric & Pump, Inc.

RECOMMENDATION: Recommendation by Golf that Council approve an increase to the City's current open purchase order PO # 220217 with Sullivan Electric & Pump, Inc., utilizing Miami Dade County under Bid # 6819-5/17-5 (attached), in an amount not to exceed \$47,688.15. Unexpected repairs in the amount of \$37,689.15 are required to the west irrigation pump station and well located on the Golf Course. This repair was not budgeted however, there were some cost savings in our FY21/22 from the roof repairs and other accounts that can be used to cover this additional unexpected expense. The current PO in the amount of \$9999.00 with Sullivan, was opened under the authority of the City Manager, however adding these repairs requires Council approval for a total amount for this vendor to be \$47,688.15.

DISCUSSION: Sand came up through our west irrigation pump which damaged the shaft (which is approximately 40 feet underground) and several other components of the pump. A technician was called out and was able to add some packing into the shaft to buy us a little more time, in order to obtain Council approval. The job requires a crane to pull out the shaft in order make the needed repairs. This quote also includes a well test procedure before the shaft and pump are placed back in int ground, to test the integrity of the well. Sullivan Electric & Pump, Inc. made repairs, similar in nature, to our East well several years ago.

If approved, the team from Sullivan, will begin scheduling the crane to pull out our west irrigation pump and pump shaft, in order to begin its re-build. Once repairs are made a well test will be performed. If the well passes inspection, the shaft and pump will be set in place and returned back into service. If during this test the well is found to be in bad shape, we will need to come back to council for additional approvals to have a new well drilled for a separate cost.

Submission Date and Time: 8/12/2022 2:41 PM

<p><u>Submitted by:</u></p> <p>Department: <u>Golf</u></p> <p>Prepared by: <u>Laurie Bland</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><u>Funding:</u></p> <p>Dept./ Desc.: <u>Golf Course Maintenance</u></p> <p>Account No.: <u>001-5708-572-4603</u></p> <p>Additional Funding: <u>N/A</u></p> <p>Amount previously approved: \$ <u>9,999.00</u></p> <p>Current request: \$ <u>37,689.15</u></p> <p>Total vendor amount: \$ <u>47,688.15</u></p>
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RESOLUTION NO. 2022-_____

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.

WHEREAS, the City of Miami Springs (the "City") is in need of pump and motor parts and related pump repair services (the "Services") for the City's west irrigation pump station due to sand infiltration that damaged the pump station's internal components; and

WHEREAS, Miami-Dade County has an agreement with Sullivan Electric & Pump, Inc. (the "Vendor") for the Services pursuant to Bid No. 6819-5/17-5 (the "County Contract"); and

WHEREAS, Section 31-11(E)(5) of the City's Code of Ordinances (the "Code") provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, the Vendor has provided the City with a quote, attached hereto as Exhibit "A" (the "Quote"), to provide the Services for the City's west irrigation pump station in an amount not to exceed \$37,689.15; and

WHEREAS, the City Council desires to approve the purchase of the Services from the Vendor in an amount not to exceed \$37,689.15 consistent with the terms and conditions of the County Contract and the Quote; 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 from the Vendor consistent with the terms and conditions of the County Contract and the Quote in an amount not to exceed \$37,689.15 pursuant to Section 31-11(E)(5) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend funds in an amount not to exceed \$37,689.15.

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 22nd day of August, 2022.

ATTEST: _____
MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

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

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



1942 8th Ave North Lake Worth, FL 33461
 Florida License #EC0001117
 Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
 E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
8/10/2022	24160

Billing Address
Miami Springs Golf & Cntry Clb 201 Westward Drive Miami Springs, FL 33166

Ship Address
West PS 201 Westward Drive Miami Springs, FL 33166

Quote By	Due Date	P.O. No.
KC	9/9/2022	

Description	Qty	Total
<p>WE ARE PLEASED TO PRESENT THIS PROPOSAL WITH SPECIFICATIONS AS FOLLOWS: PULL WEST STATION DEEP SET PUMP FOR CHECK VALVE REPLACEMENT, PUMP SHAFTING AND BEARING REBUILD DUE TO SAND IN WELL.</p> <p>QUALIFICATIONS: - LABOR TO DATE IS NOT INCLUDED UNLESS ITEMIZED IN THE QUOTATION BELOW. - PUMP IMPELLER REMOVAL IS ASSUMED TO BE CAPABLE ON SITE. IN THE EVENT THE PUMP IMPELLER CAN NOT BE SAFELY REMOVED ON SITE SHOP REPAIR WILL BE REQUIRED AT ADDITIONAL COST. - CONCEALED OR UNFORESEEN NEEDED REPAIRS WILL BE ESTIMATED AFTER SHOP EVALUATION OF THE EQUIPMENT. - REPAIR OR REPLACEMENT OF AUXILIARY EQUIPMENT SUCH AS MOTOR STARTERS, FUSES, CIRCUIT BREAKERS, CONTROL COMPONENTS, VALVES, CHECK VALVES, PIPING IS NOT INCLUDED UNLESS ITEMIZED IN THE QUOTATION BELOW. - PROPER ACCESS TO SITE WITHOUT THE USE OF SPECIAL EQUIPMENT IS ASSUMED UNLESS OTHERWISE ITEMIZED IN THE QUOTATION BELOW.</p>		0.00

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications –
 -Labor to date is not included unless itemized in the quotation above.
 -Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
 -Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
 -Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
 Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.
 Terms --
 -Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
 Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.
 Warranty --
 -1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.
 Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC
 -Warranty excludes consequential and acts of God damage
 -The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

A deposit is required on manufactured or special order products.



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Ship Address
West PS 201 Westward Drive Miami Springs, FL 33166

Quote By	Due Date	P.O. No.
KC	9/9/2022	

Description	Qty	Total
<p>INSTALLATION WILL COMPLY WITH THE CURRENT APPROVED EDITIONS OF THE NATIONAL ELECTRIC CODE AND THE FLORIDA BUILDING CODE WITH ALL APPROVED ADDENDUM. INSTALLATION WILL BE DONE IN A NEAT AND WORKMANSHIP LIKE MANOR.</p> <p>TERMS: NET 10 DAYS FROM INVOICE DATE. 25% DEPOSIT REQUIRED ON MANUFACTURED OR SPECIAL ORDER MATERIALS. ALL LABOR TO DATE IS DUE 20 DAYS FROM QUOTE DATE IF QUOTE NOT ACCEPTED. SIGNATURE ON THIS AGREEMENT CONSTITUTES CONTRACT BETWEEN CUSTOMER AND SULLIVAN ELECTRIC AND PUMP, INC.</p> <p>WARRANTY : ONE YEAR ON SUPPLIED PARTS, EXCLUDING LAMPS AND 90 DAYS ON LABOR BY SULLIVAN ELECTRIC AND PUMP, INC. THIS WARRANTY SHALL BE CONDITIONED ON THE MANUFACTURER'S ACCEPTANCE OF THE WARRANTY CLAIM THAT THE PART FAILURE WAS A DEFECT IN MANUFACTURING AND NOT TO IMPROPER USE, LACK OF MAINTENANCE OR IMPROPER APPLICATION NOT CAUSED BY SULLIVAN ELECTRIC AND PUMP, INC. THE OWNER IS RESPONSIBLE TO PROPERLY USE AND MAINTAIN THE PRODUCTS USED IN THE INSTALLATION ACCORDING TO ALL ACCEPTABLE STANDARDS AND PRACTICES INCLUDING BUT NOT LIMITED TO NFPA PUBLICATION 70 B</p>		

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications –
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 Terms --
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 Warranty --
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 Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC
 -Warranty excludes consequential and acts of God damage
 -The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

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Quote

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8/10/2022	24160

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Ship Address
West PS 201 Westward Drive Miami Springs, FL 33166

Quote By	Due Date	P.O. No.
KC	9/9/2022	

Description	Qty	Total
"RECOMMENDED PRACTICE FOR ELECTRICAL EQUIPMENT MAINTENANCE" CURRENT PRINTED EDITION, NEMA MG2 CURRENT PRINTED EDITION AND THE MANUFACTURER'S OPERATION AND MAINTENANCE MANUALS. WARRANTY EXCLUDES CONSEQUENTIAL AND ACT OF GOD DAMAGE.		
THANK YOU FOR YOUR BUSINESS! QUOTE BY: KC LAZERE ***REQUEST COMES FROM SERVICE CALL BY GEORGE HANSCOM ON 8/5/2022****		0.00
12 Ton Crane Service (2 MAN CREW) TRAVEL TO SITE PULLED DEEP SET PUMP AND MOTOR WITH CRANE. RETURNED TO SHOP AND UNLOADED.	1	1,560.00
Shop Labor DISASSEMBLE AND EVALUATE PUMP AND MOTOR DUE TO SAND DAMAGE	1	1,424.00
Bearing 6211LL NTN	1	63.81
Bearing 7220BL1G NTN Angular	1	530.51
CONDENSATE HEATER 60WATT 120VOLT FOR MOTOR WINDINGS	2	122.66

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications –

- Labor to date is not included unless itemized in the quotation above.
- Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
- Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
- Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.

Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --

- Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
- Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --

- 1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.
- Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC
- Warranty excludes consequential and acts of God damage

-The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

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Quote

Date	Quote #
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Billing Address
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Quote By	Due Date	P.O. No.
KC	9/9/2022	

Description	Qty	Total
PUMP PARTS NEEDED LISTED BELOW: QTY 1) HEADSHAFT 1 3/16 X 39 12T QTY 1) BUSH 1 3/16 X 1 1/2 X 4 QTY 1) 6X60 COLUMN PIPE QTY 2) 6 X 120 COLUMN PIPE QTY3) PIPE COUPLINGS 6 QTY 2) LINE SHAFTS 1 3/16 X 60 QTY 2) LINE SHAFTS 1 3/16 X 120 QTY 1) LINE SHAFT 1 3/16 X 44 1/2 QTY 6) SHAFT COUPLINGS 1 3/16 QTY 5) SPIDER BUSH 1 3/16 SIZE 6 QTY 1) CONE STRAINER QTY 1) NEW PUMP BOWL ASSEMBLY MODEL 10RJHC 9 STAGE PUMP STAINLESS HARDWARE, PAINT, COPPER TUBING, BRASS FITTINGS ETC FOR REPAIRS	1	21,037.20
FREIGHT	1	310.00
Shop Labor ASSEMBLE PUMP WITH ABOVE ITEMS, CLEAN AND PAINT HEAD, REBUILD PACKING BOX. -49 X 3/8 PACKING LBS WHITE TEFLON 3/8" 5LBS RUBBER GASKET 6" 6" SILENT CHECK VALVE (VALMATIC)	1 1 1 2 1	1,424.00 50.00 18.36 792.12
		189.00

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications –

- Labor to date is not included unless itemized in the quotation above.
- Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
- Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
- Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.

Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --

- Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
- Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --

- 1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.

Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC

-Warranty excludes consequential and acts of God damage

-The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

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8/10/2022	24160

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Miami Springs Golf & Cntry Clb 201 Westward Drive Miami Springs, FL 33166

Ship Address
West PS 201 Westward Drive Miami Springs, FL 33166

Quote By	Due Date	P.O. No.
KC	9/9/2022	

Description	Qty	Total
Shop Labor RE-ASSEMBLE MOTOR AND TEST.	1	356.00
ANTI-FUNGUS DOLPH AC-43 SPRAY VARNISH	1	126.49
12 Ton Crane Service (2 MAN CREW) RETURN TO SITE AND INSTALL NEW PUMP. SET MOTOR TERMINATE AND TEST IN THE FIELD.	1	1,560.00
WELL DRILLING COMPANY TO TRAVEL TO SITE, AND BLOW AND CLEAN WELL DUE TO SAND.	1	8,125.00
Subtotal		37,689.15

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications –
 -Labor to date is not included unless itemized in the quotation above.
 -Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
 -Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
 -Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
 Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.
 Terms --
 -Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
 Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.
 Warranty --
 -1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.
 Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC
 -Warranty excludes consequential and acts of God damage
 -The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

A deposit is required on manufactured or special order products.

Subtotal	\$37,689.15
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Sales Tax (0.0%)	\$0.00
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Total	\$37,689.15
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Signature: _____
 Authorized By (Print Name) _____
 Date Approved _____

3. ABCW1700271	
Commodity ID	Commodity Name
285-68	MOTORS AND PARTS, FRACTIONAL H.P.
Department	Department Allocation
AV*****	\$2,164,000.00

SECTION #5 – AWARD INFORMATION

BCC Award: N
BCC Date: 06/05/2018
DPM Award: N
DPM Date: 05/07/2018
Additional Items Allowed:
Agenda Item No.:
Special Conditions:

SECTION #6 – VENDORS AWARDED

1. Vendor Name: AMTECH DRIVES, INC.
DBA:
FEIN: 010743094
Suffix: 01
Street: 745 Trabert Avenue
City: Atlanta
State: GA
Zip: 30318
FOB Terms: DEST-P
Delivery:
Payment Terms: NET30
Toll Phone: -
Local Vendor:
Certified Vendor
SBE:
Micro Ent. :
Other:

Assigned Measures
Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
DHIREN PATEL	770-4695240	-	770-4695241	dpatel@amtechdrives.com

2. Vendor Name: SOUTHEAST PUMP SPECIALIST INC
DBA:
FEIN: 020718253
Suffix: 01
Street: 1864 Tobacco Road
City: Augusta
State: GA
Zip: 30906
FOB Terms: DEST-P
Delivery:
Payment Terms: NET30
Terms:

Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Rhonda Dixon	706-7722030	-	-	rhondad@sepump.net

3. **Vendor Name:** PATS PUMP & BLOWER LLC

DBA:
FEIN: 043769717
Suffix: 01
Street: 2141 W CHURCH ST
City: ORLANDO
State: FL
Zip: 32805
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 800-359-7867

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
KEVIN FENDER	407-841-7867	800-359-7867	407-648-2096	PATSPUMP@AOL.COM

4. **Vendor Name:** KAMAN INDUSTRIAL TECHNOLOGIES CORP

DBA:
FEIN: 060914701
Suffix: 02
Street: 10050 NW 116 WAY, SUITE 1
City: MIAMI
State: FL
Zip: 33178
FOB Terms: DEST-P
Delivery:
Payment NET45
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
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Kevin Regalado	305-5738424	-	305-5737366	kevin.regalado@kaman.com
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5. **Vendor Name:** SIEMENS INDUSTRY INC
DBA:
FEIN: 132762488
Suffix: 03
Street: 734 W NORTH CARRIER PKWY
City: GRAND PRAIRIE
State: TX
Zip: 75050
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 954-2053416

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
EDWARD LANZILLO	954-2053416	954-2053416	954-3646767	EDDIE.LANZILLO@SIEMENS.COM

6. **Vendor Name:** INGERSOLL RAND COMPANY
DBA:
FEIN: 135156640
Suffix: 02
Street: 3101 Broadway
City: Buffalo
State: NY
Zip: 14227
FOB Terms: DEST-P
Delivery:
Payment NET45
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Melissa Colosi	614-7537580	-	-	Melissa.Colosi@irco.com

7. **Vendor Name:** ALLAPATTAH ELECTRIC MOTORS INC
DBA:
FEIN: 201770809
Suffix: 01
Street: 1746 NW 21ST TERRACE
City: MIAMI
State: FL
Zip: 33142

Other:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Michael Trivisonno	800-3213310	216-3621496	-	M.Trivisono@wabtec.com

10. **Vendor Name:** THE WARE GROUP LLC.
DBA: Johnstone Supply
FEIN: 263590999
Suffix: 01
Street: 5620 NW 12 AVENUE
City: FORT LAUDERDALE
State: FL
Zip: 33309
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 954-8260719

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Randy Langenbach	954-9719350	954-8260719	954-9708018	DCSUPPORT@JOHNSTONEWAREGROUP.COM

11. **Vendor Name:** FCX PERFORMANCE INC
DBA: FLORIDA SEALING PRODUCTS
FEIN: 311644350
Suffix: 02
Street: 3810 DRANE FIELD RD SUITE 7
City: LAKELAND
State: FL
Zip: 33811
FOB Terms: DEST-P
Delivery:
Payment 2%NET30
Terms:
Toll Phone: 800-253-6223

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
JAMES G MURPHY	800-253-6223	800-253-6223	863-425-0507	JMURPHY@FLORIDASEALING.COM

12. **Vendor Name:** BEARING DISTRIBUTORS INC.
DBA:

FEIN: 340089320
Suffix: 01
Street: 2121 NW 65TH AVE
City: MIAMI
State: FL
Zip: 33159
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Fred Osorio	786-5709428	-	305-8760004	miami@bdi-usa.com

13. **Vendor Name:** APPLIED INDUSTRIAL TECHNOLOGIES DIXIE IN

DBA:
FEIN: 340866258
Suffix: 02
Street: 3030 NORTH ANDREWS EXTENSION
City: POMPANO BEACH
State: FL
Zip: 33064
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 800-3474759

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
DAVID COTTON	954-4845630	800-3474759	954-4845629	

14. **Vendor Name:** W W GRAINGER INC

DBA: GRAINGER
FEIN: 361150280
Suffix: 01
Street: 2255 NW. 89TH PLACE
City: MIAMI
State: FL
Zip: 33172
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Assigned Measures

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
GEORGE JOSEPH	305-594-3036	-	305-592-5611	GOV480@GRAINGER.COM

15. **Vendor Name:** LAKESIDE EQUIPMENT CORP
DBA:
FEIN: 361358760
Suffix: 01
Street: 1022 E DEVON AVE
City: BARTLETT
State: IL
Zip: 60103
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Assigned Measures

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
STEVEN ECKSTEIN	630-837-5640	-	630-837-5647	SE@LAKESIDE-EQUIPMENT.COM

16. **Vendor Name:** MUNCIE RECLAMATION & SUPPLY COMPANY
DBA: MUNCIE TRANSIT SUPPLY
FEIN: 363648851
Suffix: 02
Street: 3720 SOUTH MADISON STREET
City: MUNCIE
State: IN
Zip: 47302
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 800-4288610

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Assigned Measures

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Karen Louck	765-2163287	800-4288610	765-2163524	KLouck@abc-companies.com

17. **Vendor Name:** DONERITE PUMPS INC
DBA:
FEIN: 451732547
Suffix: 01
Street: 4240 NW 133 STREET, SUITES D&E
City: OPA LOCKA
State: FL
Zip: 33054
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
LUIS JOSE NAVARRO	305-953-3380	-	305-953-4452	DONERITEPUMPS@GMAIL.COM

18. **Vendor Name:** XYLEM WATER SOLUTIONS USA INC
DBA:
FEIN: 452080074
Suffix: 01
Street: 14125 SOUTH BRIDGE CIRCLE
City: CHARLOTTE
State: NC
Zip: 28273
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Rick Reyes	561-6994077	-	561-8481299	rick.reyes@xyleminc.com

19. **Vendor Name:** NOLAND COMPANY
DBA: WINSUPPLY PORT ST LUCIE FL CO
FEIN: 540320170
Suffix: 02
Street: 8227 BUSINESS PARK DRIVE
City: PORT ST LUCIE
State: FL
Zip: 34952

FOB Terms: DEST-P
Delivery:
Payment Terms: NET30
Toll Phone: 772-8797755

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Assigned Measures
Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
PETE MITCHELL	954-2906138	772-8797755	772-8790055	pmmitchell@winsupplyinc.com

20. **Vendor Name:** TENCARVA MACHINERY COMPANY LLC
DBA: HUDSON PUMP & EQUIPMENT
FEIN: 561198229
Suffix: 03
Street: 3524 CRAFTSMAN BOULEVARD
City: LAKELAND
State: FL
Zip: 33803
FOB Terms: DEST-P
Delivery:
Payment Terms: NET30
Toll Phone: -

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Assigned Measures
Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
LEE GREGORY	863-6657867	-	863-6665649	LGREGORY@TENCARVA.COM

21. **Vendor Name:** MWI CORPORATION
DBA:
FEIN: 590613752
Suffix: 02
Street: 201 NORTH FEDERAL HIGHWAY
City: DEERFIELD BEACH
State: FL
Zip: 33441
FOB Terms: DEST-P
Delivery:
Payment Terms: NET30
Toll Phone: -

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Assigned Measures
Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
DENNIS WHITTAKER	954-426-1500	-	954-426-1582	DENNISW@MWICORP.COM

22. **Vendor Name:** BARNEYS PUMPS INC
DBA:
FEIN: 590720312
Suffix: 01
Street: 12080 NW 40 STREET
City: CORAL SPRINGS
State: FL
Zip: 33065
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 863-6658500

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Jim King	954-3460669	863-6658500	954-3460993	kingj@BARNEYPUMPS.COM

23. **Vendor Name:** CARTER & VERPLANCK INC
DBA:
FEIN: 590913697
Suffix: 01
Street: 4910 W CYPRESS STREET
City: TAMPA
State: FL
Zip: 33607
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 800-3292255

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Walker K Clarence	813-2870709	800-3292255	813-2820818	kenwalker@carterverplanck.com

24. **Vendor Name:** AMERICAN PLUMBING SUPPLY CO INC
DBA: AMERICAN PLUMBING & ELECTRICAL
FEIN: 591203555
Suffix: 01

Street: 1735 ALTON ROAD
City: MIAMI BEACH
State: FL
Zip: 33139
FOB Terms: DEST-P
Delivery:
Payment Terms: NET14
Toll Phone: 800-4325445

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MR H GROSS - MANAGER	305-5323447	800-4325445	305-5325540	pnieto@americanplum.net

25. **Vendor Name:** ARROYO PROCESS EQUIPMENT INC
DBA:
FEIN: 591215112
Suffix: 01
Street: 13750 AUTOMOBILE BLVD
City: CLEARWATER
State: FL
Zip: 33762
FOB Terms: DEST-P
Delivery:
Payment Terms: NET30
Toll Phone: 800-445-2630

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
GEORGE BOYER -	863-533-9700	800-445-2630	863-533-4907	GEORGE@ARROYOPROCESS.COM

26. **Vendor Name:** THOMPSON PUMP & MANUFACTURING CO INC
DBA:
FEIN: 591286389
Suffix: 01
Street: 4620 City Center Drive
City: Port Orange
State: FL
Zip: 32129
FOB Terms: DEST-P
Delivery:
Payment Terms: NET30
Toll Phone: -

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Assigned Measures

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Joshua Mackey	386-9444153	-	-	jmackey@thompsonpump.com

27. **Vendor Name:** SOUTHERN MECHANICAL SEALS INC
DBA:
FEIN: 591366756
Suffix: 01
Street: 1065 S.W. 15TH AVE. #C-9
City: DELRAY BEACH
State: FL
Zip: 33444
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 800-3306085

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Assigned Measures

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
CAROLYN N WERNER	561-2668547	800-3306085	561-2668549	somechseal1@gmail.com

28. **Vendor Name:** PROTEC INC
DBA:
FEIN: 591432374
Suffix: 01
Street: 6935 N. W. 50TH STREET
City: MIAMI
State: FL
Zip: 33166
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Assigned Measures

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
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ALFREDO M SOTOLONGO	305-5943684	-	305-4772514	AMSOTOLONGO@PROTECINC.COM
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29. **Vendor Name:** FLORIDA ELECTRIC MOTOR CO OF MIAMI INC
DBA:
FEIN: 591474199
Suffix: 01
Street: 6350 ne 4th court
City: miami
State: FL
Zip: 33138
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 305-7593835

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
john assalone	305-7593835	305-7593835	305-7593835	flectricmotor@aol.com

30. **Vendor Name:** KING PUMPS INC
DBA:
FEIN: 591561473
Suffix: 01
Street: 253 NW 54 ST
City: MIAMI
State: FL
Zip: 33127
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
AL MIRANDA	305-7540677	-	305-7546477	INFORMATION@KINGPUMPS.COM

31. **Vendor Name:** SANDERS COMPANY INC
DBA:
FEIN: 591662530
Suffix: 01
Street: 2816 SE MONROE STREET
City: STUART
State: FL

Zip: 34997
FOB Terms: DEST-P
Delivery:
Payment Terms: NET45
Toll Phone: 800-247-0880

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Assigned Measures
Set Aside: **Bid Pref.:**
Selection Factor: **Goal:**
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
DAVID SANDERS	772-220-2900	800-247-0880	772-220-3088	DAVID@SANDERSCOMPANY.COM

32. Vendor Name: POWER & PUMPS INC
DBA:
FEIN: 591776697
Suffix: 01
Street: 803 N Myrtle Ave.
City: Jacksonville
State: FL
Zip: 32204
FOB Terms: DEST-P
Delivery:
Payment Terms: NET30
Toll Phone: -

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Assigned Measures
Set Aside: **Bid Pref.:**
Selection Factor: **Goal:**
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Yoel Romero	954-3470400	-	-	yromero@powerandpumps.com

33. Vendor Name: QUIGAR ELECTRIC INC
DBA: ACE PUMP & SUPPLY BEE ELECTRIC MOTORS
FEIN: 591877663
Suffix: 02
Street: 6013 JOHNSON STREET
City: HOLLYWOOD
State: FL
Zip: 33024
FOB Terms: DEST-P
Delivery:
Payment Terms: 2%10NET30
Toll Phone: -

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :

Assigned Measures
Set Aside: **Bid Pref.:**
Selection Factor: **Goal:**

Other:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Jesus G - VP	954-3226900	-	954-3226399	Service@abemap.com

34. **Vendor Name:** R C BEACH & ASSOCIATES INC
DBA:
FEIN: 592109591
Suffix: 01
Street: 539 SAN CHRISTOPHER DRIVE
City: DUNEDIN
State: FL
Zip: 34698
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Kristie Hazel-Wilbur	727-7363696	-	727-7332647	ACCOUNT1@RCBEACH.COM

35. **Vendor Name:** SULLIVAN ELECTRIC & PUMP INC
DBA:
FEIN: 592242421
Suffix: 01
Street: 2115 7 AVENUE N
City: LAKE WORTH
State: FL
Zip: 33461
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 800-991-2770

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
GARY T SULLIVAN	561-588-5886	800-991-2770	561-582-9344	SALES@SULLIVANELECTRIC-PUMP.COM

36. **Vendor Name:** CONDO ELECTRIC INDUSTRIAL SUPPLY INC
DBA:

FEIN: 592377544
Suffix: 01
Street: 3746 E 10 COURT
City: HIALEAH
State: FL
Zip: 33013
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: 800-5451266

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MR J G ESPINOLA	305-6915400	800-5451266	305-6916564	CONDOEL@CONDOELECTRIC.COM

37. **Vendor Name:** MIAMI INDUSTRIAL MOTORS INC

DBA:
FEIN: 592428073
Suffix: 01
Street: 8252 NW 58TH ST
City: MIAMI
State: FL
Zip: 33166
FOB Terms: DEST-P
Delivery:
Payment 1%15NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MARIO J GARCIA	305-593-2370	-	305-592-3155	MIAMIINDMOTORS@BELLSOUTH.NET

38. **Vendor Name:** TRADEWINDS POWER CORP

DBA:
FEIN: 592489267
Suffix: 01
Street: 5820 NW 84TH AVE
City: MIAMI
State: FL
Zip: 33166
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 800-2233289

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Assigned Measures

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Bill Fenner	305-5929745	800-2233289	305-5927461	BFenner@tradewindspower.com

39. **Vendor Name:** CONDO ELECTRIC MOTOR REPAIR CORP
DBA:
FEIN: 592500665
Suffix: 02
Street: 3615 EAST 10TH COURT
City: HIALEAH
State: FL
Zip: 33013
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 800-5451266

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Assigned Measures

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
HECTOR A GOMEZ	305-6915400	800-5451266	305-6916564	CONDOEL@CONDOELECTRIC.COM

40. **Vendor Name:** ECONOMIC ELECTRIC MOTORS INC
DBA:
FEIN: 592562577
Suffix: 01
Street: 4075 NW 79 AVENUE
City: MIAMI
State: FL
Zip: 33166
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: 800-244-9759

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Assigned Measures

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
BARBARA FIANDER	305-471-0196	800-244-9759	305-471-4475	BARBARA@EEMOTORS.COM

41. **Vendor Name:** MKI SERVICES INC
DBA:
FEIN: 592607904
Suffix: 01
Street: 210 UNIVERSITY DRIVE SUITE 500
City: CORAL SPRINGS
State: FL
Zip: 33071
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
John M Mushinsky	954-7552092	-	954-3419370	jmm@mosskelley.com

42. **Vendor Name:** T A C ARMATURE & PUMPS CORP
DBA:
FEIN: 592724260
Suffix: 01
Street: 800 NW 73 STREET
City: MIAMI
State: FL
Zip: 33150
FOB Terms: DEST-P
Delivery:
Payment NET45
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
JORGE F MARTINEZ	305-8358845	-	305-8358273	jorgetac@aol.com

43. **Vendor Name:** CUSTOM PUMP & CONTROLS INC
DBA:
FEIN: 592751562
Suffix: 01
Street: 1840 RIVER OAKS RD
City: JACKSONVILLE
State: FL
Zip: 32207
FOB Terms: DEST-P

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
THOMAS R EVANS	863-6193789	-	863-6198098	tee@tomevans.com

46. **Vendor Name:** TSC JACOBS INC
DBA:
FEIN: 593637027
Suffix: 01
Street: 11021 COUNTRYWAY BLVD.
City: TAMPA
State: FL
Zip: 33626
FOB Terms: DEST-P
Delivery:
Payment Terms: NET30
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Todd F Rubens	813-8885556	-	813-8542183	todd@tscjacobs.com

47. **Vendor Name:** MOTION INDUSTRIES INC
DBA: MILLER BEARINGS
FEIN: 630251578
Suffix: 02
Street: 6681 NW 82ND AVENUE
City: MIAMI
State: FL
Zip: 33166
FOB Terms: DEST-P
Delivery:
Payment Terms: NET30
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Mike Dielman	954-7048565	-	954-7049220	mike.dielman@motion-ind.com

48. **Vendor Name:** HYDRA SERVICE(S) INC
DBA:
FEIN: 631209755
Suffix: 01
Street: 250 Springview Commerce Drive

City: Debary
State: FL
Zip: 32713
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 800-323-1731

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
PAUL ROBINSON	407-330-3456	800-323-1731	407-330-3404	PROBINSON@HYDRASERVICE.NET

49. **Vendor Name:** CUSTOM CONTROLS TECHNOLOGY INC

DBA:
FEIN: 650003633
Suffix: 01
Street: 2230 West 77 Street
City: HIALEH
State: FL
Zip: 33016
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: 888-6934495

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
GERARDO GALLO	305-8053700	888-6934495	305-8053440	gerry@cct-inc.com

50. **Vendor Name:** GENERATING SYSTEMS INC

DBA:
FEIN: 650251091
Suffix: 01
Street: 13440 SW 29 TERRACE
City: MIAMI
State: FL
Zip: 33175
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

Assigned Measures

SBE:
Micro Ent. :
Other:

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
FERNANDO L PEREZ	786-3854595	-	305-2256337	fp4261@gmail.com

51. **Vendor Name:** TOOL PLACE CORPORATION
DBA:
FEIN: 650281492
Suffix: 01
Street: 9381 NW 13 STREET
City: MIAMI
State: FL
Zip: 33172
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
EDGAR BISCHOFF	305-591-5650	-	305-591-5653	SALES@TOOLPLACECORP.COM

52. **Vendor Name:** DADE PUMP AND SUPPLY CO
DBA: DE RUITER ELECTRIC MOTOR
FEIN: 650498570
Suffix: 01
Street: 14261 SOUTH DIXIE HIGHWAY
City: MIAMI
State: FL
Zip: 33176
FOB Terms: DEST-P
Delivery:
Payment NET45
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
JOHN DELANEY	305-235-5000	-	305-235-5004	INFO@DADEPUMP.COM

53. **Vendor Name:** SOUTHEASTERN WASTEWATER EQUIPMENT CORP

DBA: SOUTHEASTERN PUMP
FEIN: 650508057
Suffix: 01
Street: 1368 SW 12TH AVENUE
City: POMPANO BEACH
State: FL
Zip: 33069
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Assigned Measures
Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
John Veerling	954-7818400	-	954-7818434	jveerling@sepump.com

54. **Vendor Name:** TAW MIAMI SERVICE CENTER INC

DBA:
FEIN: 650516082
Suffix: 02
Street: 9930 NW 89 AVE
City: MEDLEY
State: FL
Zip: 33178
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 800-2623623

Local Vendor:

Certified Vendor
SBE:
Micro Ent. :
Other:

Assigned Measures
Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Janine M Calleja	305-3459105	800-2623623	305-8837516	MIAMIDADEBIDS@TAWINC.COM

55. **Vendor Name:** ALM MACHINE INC

DBA:
FEIN: 650662574
Suffix: 01
Street: 4585 NW 37TH AVE
City: MIAMI
State: FL
Zip: 33142
FOB Terms: DEST-P
Delivery:
Payment NET14
Terms:

Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
LUIS F MENENDEZ	305-2559919	-	305-2559941	ALMMACHINESHOP@YAHOO.COM

56. **Vendor Name:** ELECTRIX U S A INC
DBA:
FEIN: 650743874
Suffix: 01
Street: 4111-D N.W. 132 STREET
City: OPA-LOCKA
State: FL
Zip: 33054
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: 305-687-4884

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
ALLAN P. CORNILLIAC	305-439-4747	305-687-4884	305-685-9339	ALLAN@ELECTRIX.US

57. **Vendor Name:** PSI TECHNOLOGIES INC
DBA:
FEIN: 814980985
Suffix: 01
Street: 5150 NW 32 Street
City: Margate
State: FL
Zip: 33063
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:

Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Eric Doverspike	954-2582777	-	-	eric@psi-techinc.com

SECTION #7 – ITEMS AWARDED

Details:

Item #	Description	Qty.	Unit Price
	No Items Awarded		\$

SECTION #8 – ADDITIONAL NOTES

Error! Bookmark not defined.