



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

**Vice Mayor (Vacant)
Councilwoman Jacky Bravo**

**Councilman Bob Best
Councilman Walter Fajet, 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, December 12, 2022 – 7:00 p.m.

**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 3-4 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Mayor Maria Mitchell
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Swearing-in ceremony for Andy Gonzalez as Miami Springs Police Officer by Chief Armando Guzman
 - B) Presentation by Ken Krasnow from Collier International on marketing cities
 - C) Presentation of the Yard of the Month Award for December 2022 to 701 Wren Avenue; the Gonzalez Family
- 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) November 14, 2022 – Regular Meeting

7. Reports from Boards & Commissions:

- A) Report by Chairman Mark Trowbridge of the Business and Economic Development Task Force
- B) Annual Report by Chair Eric Richey from Parks and Parkways Board
- C) Annual Report by Chair Ernie Aloma on Board of Adjustment
- D) Annual Report by Chair Jim Watson of the Historic Preservation Board

8. Public Hearings: None.

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

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Concrete Curbside/Sidewalk Construction, Milling, And Resurfacing Of Asphalt Concrete And Striping Services On An As-Needed Basis For Fiscal Year 2022-23 From Metro Express, Inc. In An Amount Not To Exceed \$600,000; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Ovas & Co, LLC For Citywide Asphalt Patching Services On An As-Needed Basis For Fiscal Year 2022-23 In An Amount Not To Exceed \$25,000; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

10. Old Business: None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Appointing An Interim Councilmember To Fill The Vacancy In Group IV On The City Council; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Adopting Workforce Housing Legislative Findings Pursuant To Miami-Dade County Code Section 33-193.7; Providing For Transmittal; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A State Appropriation Grant In The Amount Of \$2,000,000; Approving A Standard Grant Agreement With The Florida Department Of Environmental Protection (FDEP) Relating To Miami Springs South Drive Road And Stormwater Improvements Project; 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, Expressing The City's Intent To Provide Property Tax Relief By Reducing Its Millage To A Rate Between 2.5000 And 3.0000 Upon Approval Of The City's Annexation Application; Providing For Transmittal; And Providing For An Effective Date

12. Other Business:

A) Request by Councilman Fajet to discuss the hiring of a consulting firm that could analyze land use and zoning changes that the City could undertake in order to promote economic development in the 36th Street business corridor, as well as, the Abraham Tract

B) Request by Councilwoman Bravo to discuss considering an RFP for City Legal Counsel

C) Request by Councilwoman Bravo to discuss "Reverse Vending Machine Recycling Incentive Program"

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, December 12, 2022 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

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

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

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

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

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

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

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

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

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

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

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

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



Mission Statement

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



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

Andy Gonzalez

December 12th, 2022

7:00 p.m.

Council Chambers

City of Miami Springs

201 Westward Drive

Miami Springs, Florida 33166



City of Miami Springs Officials

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

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

Welcoming Remarks

Chief Armando Guzman

~

Swearing In Ceremony

Police Officer Andy Gonzalez

Oath of Office

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



CERTIFICATE OF RECOGNITION

Presented to

Familia Gonzalez

Of

701 Wren Avenue

for their home being designated as

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

Presented this 12th day of December, 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, November 14, 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 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Victor Vazquez, Ph.D.

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Police Chief Armando Guzman

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

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

3. **Agenda / Order of Business**

Mayor Mitchell introduced the newly elected County Commissioner for District 6, Kevin Cabrera. County Commissioner-elect Cabrera shared a few words and thanked the Mayor and City Council for their support and looks forward to working together in the near future.

4. **Awards & Presentations:**

A) A) Recognition of the Artist of the Month for November 2022 Springview Elementary Fourth and Fifth Grade Art Students; inspired by French Artist Henri Rousseau's landscapes

Mayor Mitchell welcomed students from Springview Elementary art class and Art teacher, Abdiel Acosta. Mr. Acosta explained the art method assignment that is displayed in the City's lobby. He thanked the City Council and Administration for the opportunity of displaying the student's artwork.

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

Council: No speakers at this time.

6. Approval of Council Minutes:

- A) October 24, 2022 – Regular Meeting
- B) October 27, 2022 – Special Meeting

Councilman Best moved to approve the minutes of October 24, 2022 Regular Meeting and October 27, 2022 Special Meeting. Vice Mayor Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

7. Reports from Boards & Commissions:

- A) Advisory Board Update by Recreation Commission Board Member Fred Gonzalez

Board Member Gonzalez stated that the board is exploring new ideas and constantly looking for recreational opportunities. He stated that the last board meeting was scheduled, but ultimately canceled due to lack of quorum. Member Gonzalez thanked the Council for their continued support.

- B) Advisory Board Update by Board of Adjustment Chair Ernie Aloma

City Clerk Erika Gonzalez-Santamaria stated that Mr. Aloma will be at the December 12th Council meeting to report on the Board of Adjustment.

8. Public Hearings:

- A) **Ordinance – Second Reading – An Ordinance Of The City Of Miami Springs, Florida, Amending The City’s Comprehensive Plan By Adopting The Evaluation And Appraisal Report (Ear) Based Comprehensive Plan Amendments; Providing For Transmittal; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date**

City Attorney Haydee Sera read the Ordinance by title. Mayor Mitchell opened the public hearing. There were no speakers at this time.

City Consultant Eddie Ng, of the Corradino Group, provided a visual and oral presentation on the updates from the State on the City’s proposed amendments. Councilman Best moved to approve the Ordinance on second reading. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

- B) **Ordinance – Second Reading – An Ordinance Of The City Of Miami Springs, Florida, Adopting An Amendment To The Water Supply Facilities Work Plan;**

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

City Attorney Haydee Sera read the Ordinance by title. Mayor Mitchell opened the public hearing. There were no speakers at this time.

City Consultant Eddie Ng, of the Corradino Group, provided a visual and oral presentation. Councilman Fajet moved to approve the Ordinance on second reading. Councilwoman Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

C) Ordinance – Second Reading – An Ordinance Of The City Of Miami Springs, Florida, Approving A Small Scale Comprehensive Plan Amendment To The City’s Future Land Use Map (FLUM) From “Public Facility” To “Single Family Residential” For A 37,751 Square Foot (±0.86 Acre) Parcel Of Property Generally Located At 1101 Wren Avenue; Providing For Authorization; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title. Mayor Mitchell opened the public hearing. There were no speakers at this time.

Melissa Tapanes, Attorney for the applicant was present to answer any of the City Council’s questions. Councilwoman Bravo moved to approve the Ordinance on second reading. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

D) Resolution – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving A Tentative Plat Application By Enclave At Miami Springs, LLC For Property Located At 1101 Wren Avenue (Folio No. 05-3024-017-0010); Providing For Conditions; Providing For Violations; Providing For Authorization; And Providing For An Effective Date

City Attorney Haydee Sera read the Resolution by title. Mayor Mitchell opened the public hearing. There were no speakers at this time.

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

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

A) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Superior Park Systems, Inc. For The Tennis Court Resurfacing Project; Authorizing The Execution Of A Construction Contract In An Amount Not To Exceed \$30,900; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Statewide Surface Restoration And Wastewater Projects State Appropriation Grant In The Amount Of \$750,000; Approving A State-Funded Grant Agreement With The Florida Department Of Environmental Protection (FDEP) Relating To The Hook Square Pump House Replacement Project; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting F&L Fire And Electrical System, Inc. For Citywide Miscellaneous Electrical Services Pursuant To Request For Proposals No. 01-22/23; Providing For Authorization; And Providing For An Effective Date

Mayor Mitchell pulled item 9F for further discussion.

Councilman Best moved to approve Item 9A through 9C. Vice Mayor Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

10. **Old Business: None at this time.**

11. **New Business: None at this time.**

12. **Other Business:**

A) Update on Annexation

City Attorney Haydee Sera stated that on November 1st the County Commission heard the City's item on the Annexation Application and Interlocal agreement, unfortunately the hearing did not go as expected. Mrs. Sera said that the County Commission denied approval of the City's request. She stated that the City will hopefully revisit the item at a later date.

B) Request to Fill the Vacancy Employee Pension Board

City Clerk Erika Gonzalez-Santamaria reminded the City Council that the General Employee Pension Board still has a vacancy and if there were any nominations to please forward them to the Clerk for Council approval.

13. **Reports & Recommendations:**

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso stated that donations for the Lotus House are still being accepted until Wednesday. Mr. Alonso stated that Ragan Park Playground installation will be completed soon and a ribbon cutting is forth coming. He also stated that it was a pleasure to work with Vice Mayor Vazquez the past eighteen months. Mr. Alonso wished Vice Mayor Vazquez the best of luck and thanked him for his service. He further announced all the upcoming City events and stated that more information is available on the City website.

C) City Council

Councilman Best appreciated and thanked Vice Mayor Vazquez for his service to the Council and the community. He further read his speech that he recited at the Veteran's Day event. He wished everyone a Happy Thanksgiving.

Councilwoman Bravo congratulated County Commissioner Elect Kevin Cabrera on his win. She thanked Vice Mayor Vazquez for his time served and contributions to the community. She thanked Board Member Gonzalez for his report. She also looks forward to seeing the Country Club a sports center and welcoming Pickle Ball to the City.

Councilman Fajet expressed his gratitude to Vice Mayor Vazquez for serving on the Council. He wished him much luck for what the future may hold. Councilman Fajet wished everyone a Happy Thanksgiving.

Vice Mayor Vazquez thanked everyone on Council for their continued support throughout the year and half that he has served. He shared appreciation for the community and the members of Council, City Staff and the board members. He stated it was an honor to serve the residents of Miami Springs and looks forward to serving in any capacity when needed. He wished everyone a Happy Thanksgiving.

Mayor Mitchell stated that it was an honor and privilege to serve and work with Vice Mayor Vazquez. She knows the Miami Springs residents appreciate his service and how approachable he is and making the community better. She is grateful to all member of the City Council and the support of the member of the Springs community. She wished everyone a Happy and Safe Thanksgiving.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:25 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

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

Business & Economic Development Task Force Final Report 2022

As presented via the following Members:

Chair Mark Trowbridge

Vice Chair Maria Carrillo

Board Member Andrea Negrin

Board Member Jennifer Graham

Board Member Patrick Kemmache

Board Member Charlie Leonard

Board Member Fidel Garcia

Board Member Francisco Fernandez

Board Member Jorge Santin

And former Board Members:

The late Michael Finney

Max Milam

Nihal Perera

Jean-Marc Troillard

Jorge Guerra

December 12

On behalf of the “Task Force”

Thank you.



Recommendation Summary

As of the first Task Force meeting held on September 2, 2021 until the last meeting held on November 16, 2022 the Task Force has provided a variety of well-intended recommendations for the Council to consider.

Please find Included in this report the final survey results along with the final report memo's and supporting documentation.

The Task Force Members have reviewed and prioritized the following top recommendations from the list (Please refer to final report page numbers and agenda item letter):

- 1.) **NW 36th Street Improvements** – Pg. 8-B – Supporting documentation pg. 9-12
 - a.) Pursuit of Annexation – Pg. 17
- 2.) **Discussion on improving and increasing parking in the CBD** – Pg. 3-A - Supporting documentation pg. 4-6
- 3.) **Update on Main Street America** – Pg. 8-D
- 4.) **Recommendation on public parking** – Pg. 1-D – Supporting documentation on pg. 2
- 5.) **Events that draw visitors, resident and neighbors** – Pg. 3-D

All Board Members have worked diligently to collaborate with each of their professional experiences, skills and qualifications to complete their assigned duty despite the obstacles they've faced throughout their times serving.

On behalf of the Task Force, we would like to extend a warm thank you all for your support. We look forward to seeing our recommendations considered and implemented so our wonderful City may continue to support old businesses while attracting new businesses.

Respectfully,
The Business & Economic Development Task Force



**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: Erika Gonzalez-Santamaria, MMC, City Clerk
VIA: Sandra Duarte, Assistant to the City Clerk
FROM: Business and Economic Development Task Force
DATE: February 17th, 2022
SUBJECT: Recommendations from the February 3, 2022 regular meeting

Agenda Items:

4. Old Business

B) Recommendation on improving the City's Code to benefit local businesses

Board Member Perera moved to recommend the City Council to review the current code for the color palette, the previous signage recommendations made by the Architectural Board during 2009, 2010 & 2011 and to add public art in certain areas of the districts. Board Member Milam seconded the motion which passed unanimously 7-0 on rollcall vote. The rollcall vote was as follows: Board Member Milam, Board Member Perera, Board Member Garcia, Board Member Leonard, Board Member Fernandez, Board Member Kemmache & Vice Chair Carillo voted YES.

C) Small business incentive programs

Board Member Leonard motioned to recommend the City of Miami Springs Administration to research incentive programs that would benefit businesses. Board Member Perera seconded the motion which passed unanimously 7-0 on rollcall vote. The rollcall vote was as follows: Board Member Milam, Board Member Perera, Board Member Garcia, Board Member Leonard, Board Member Fernandez, Board Member Kemmache & Vice Chair Carillo voted YES.

D) Recommendation on public parking See page 2

Board Member Perera motioned to recommend for the City Council in a timely manner to take steps to make improvements to the first two blocks of Westward Drive from the Circle to Park Street providing for additional public on-street parking and sidewalk widening. Board Member Leonard seconded the motion which passed unanimously 7-0 on rollcall vote. The rollcall vote was as follows: Board Member Milam, Board Member Perera, Board Member Garcia, Board Member Leonard, Board Member Fernandez, Board Member Kemmache & Vice Chair Carillo voted YES.

A RECOMMENDATION OF THE BUSINESS AND ECONOMIC DEVELOPMENT TASK FORCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, REQUESTING THE CITY COUNCIL IN A TIMELY MANNER TO TAKE STEPS TO MAKE IMPROVEMENTS TO THE FIRST TWO BLOCKS OF WESTWARD DRIVE FROM THE CIRCLE TO PARK STREET PROVIDING FOR ADDITIONAL PUBLIC ON-STREET PARKING AND SIDEWALK WIDENING

WHEREAS, the City of Miami Springs (the “City”) Council passed and adopted Resolution No. 2021-3918 on the 14th day of June, 2021, that established the Business and Economic Development Task Force (the “Task Force”) for the purpose of studying, advising, and making recommendations to the City Council with regard to marketing the City, attracting new businesses, supporting existing businesses, and providing a vision for the City future economic and business development; and

WHEREAS, commencing September 2021, the Task Force has held monthly public meetings with notice of such meetings provided as required by Florida law; and

WHEREAS, the Task Force believes that the Central Business District (“CBD”) is significantly underserved in public parking spaces that are necessary to serve those businesses operating within the CBD that lack on-premises parking; and

WHEREAS, the Task Force believes the City Council needs to take immediate actions to create additional public parking spaces that are in close proximity to the businesses operating within the CBD; and

WHEREAS, the Task Force believes, that with respect to the CBD specifically Westward Drive, the City needs to evolve with the current times, as many other south Florida municipalities have already done, to develop wider sidewalks that encourage enhanced outdoor pedestrian activities and seating that provide a more welcoming experience for outdoor dining and create more space for pedestrians to safely and comfortably walk. Widening sidewalks around shopping and dining areas allows more window-shopping to view store advertisements, which leads to increased customers for local businesses. Wider sidewalks promote opportunities for citizens to actively connect with their communities, create safer pedestrian environments, and produce healthier neighborhoods; and

WHEREAS, the Task Force believes the proposed sidewalk widening, reducing Westward Drive to one lane each way, and creating angled parking as denoted on Exhibit “A” on Westward Drive from the Traffic Circle to Park Street attached hereto, will provide a much needed seventy five (75) parking spaces to support local businesses, promote outdoor dining and pedestrian activities, support and attract new businesses within the CBD, and increase property values; and

WHEREAS, the Task Force finds that this recommendation is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BUSINESS AND ECONOMIC DEVELOPMENT TASK FORCE 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. The Task Force hereby approves the sidewalk and parking improvements in substantially the form attached hereto on Exhibit “A” on Westward Drive from the Traffic Circle to Park Street.

Section 3. City Council. This recommendation shall be presented to the City Council for immediate consideration and action.

The foregoing recommendation was offered by Board Member Captain Nihal Perera who moved its adoption. The motion was seconded by Board Member Max Milam and upon being put to a vote, the vote was UNANIMOUS!!!



**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: Erika Gonzalez-Santamaria, MMC, City Clerk
VIA: Sandra Duarte, Assistant to the City Clerk
FROM: Business and Economic Development Task Force
DATE: May 6, 2022
SUBJECT: Recommendations from the May 5, 2022 regular meeting

Agenda Items:

6. New Business

A) Discussion on improving and increasing parking in the CBD See page 4 through 6

Board Member Perera moved to recommend the City Council to take actions to both improve and increase parking within the CBD. Board Member Leonard seconded the motion which passed unanimously 6-0 on voice vote.

B) Discussion on modifying the Code of Ordinances for commercial trash enclosures See page 7

Board Member Perera moved to recommend the City Council to take action to modify the Code of Ordinances for commercial trash enclosures and trash collection frequency within the CBD and the 36th Street corridor. Board Member Santin seconded the motion which passed unanimously 6-0 on voice vote.

D) Events that draw visitors, resident and neighbors

Board Member Santin motioned to recommend that the City engages in the services of Main Street America in order to enhance the redevelopment process. Board Member Graham seconded the motion which passed unanimously on 6-0 by voice vote.

**A RECOMMENDATION OF THE BUSINESS AND ECONOMIC DEVELOPMENT
TASK FORCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A
RECOMMENDATION TO THE CITY COUNCIL TO TAKE ACTIONS BOTH
IMPROVE AND INCREASE PARKING WITHIN THE CBD**

WHEREAS, the City of Miami Springs (the “City”) Council passed and adopted Resolution No. 2021-3918 on the 14th day of June, 2021, that established the Business and Economic Development Task Force (the “Task Force”) for the purpose of studying, advising, and making recommendations to the City Council with regard to marketing the City, attracting new businesses, supporting existing businesses, and providing a vision for the City future economic and business development; and

WHEREAS, commencing September 2021, the Task Force has held monthly public meetings with notice of such meetings provided as required by Florida law; and

WHEREAS, the current Code of Ordinances with respect to the Central Business District (“CBD”) does not require additional off-street parking from what is currently in existence despite any change of use that might intensify the parking requirements of a building—the parking for all existing buildings are grandfathered; and

WHEREAS, the CBD is significantly underserved in both on-street and off-street parking to meet the needs of businesses operating in the CBD that lack or have no off-street parking (see attached Parking Analyses incorporated and made a part hereof); and

WHEREAS, the Miami Springs Town Center located at 1 Curtiss Parkway, a mixed-use development comprised of 51 residential units and 23,500 square feet of retail, is underserved in off-street parking spaces from 95 to 252 parking spaces based upon the Code of Ordinances for the CBD (depending upon the intensity of use of retail tenants), that will further exacerbate existing parking problems within the CBD after the development is completed in late 2022; and

WHEREAS, the Task Force recognizes that parking within the CBD is inadequate and the Code of Ordinances with respect to parking in the CBD should be modified, as noted below:

- Code Section 150-070(E) Parking standards and requirements—adding the following to the Code subsection extending the types of circumstances that do not allow an exception or provide grandfathering to meeting the off-street parking requirements:
 - 5. (f) When an existing building is subdivided (e.g., from one use to two or more uses; or from two uses to three or more uses, and so forth).
 - 5. (g) No parking variances shall be allowed with respect to any building/business meeting any of Section 150-070(E)(a)-(f) above; and

WHEREAS, the Task Force believes that the City should have an independent traffic/parking study (the “Study”) completed for the CBD, that should include, but not be limited to the following:

- The Study area needs to be well defined and limited to businesses located at the core of the CBD
- The Study should include parking spaces for recreational opportunity of the inner Circle, memorials and walking paths
- The Study should identify areas within the CBD that might be underutilized or overutilized for parking

- The Study should include both traffic and parking within the CBD and focus on location, use and adequacy of existing parking
- The assumptions/parameters for the Study, prior to being contracted, should include feedback from the City Council and businesses leaders in the City (or the Board Members comprising the Economic Development Task Force) and include:
 - On-site counts during different time periods and days such as Wednesday (weekday) and Saturday (weekend)—8-11 am, 11-2 pm, 2-5 pm, 5-8 pm to evaluate peak parking/traffic generation during such periods of time when schools are in session (i.e., not Summer months)
 - The Study should subdivide the CBD into 4 – 6 areas and determine the parking demand by area so that the City can properly identify “hot spots” and the need for more parking in specific areas of the CBD
 - The Study should be performed on ‘typical’ days—no special events and weather is fair
 - The Study should document the length of time (duration) vehicles occupy public parking spaces and further document outliers (spaces specifically occupied for longer than 2 hours suggesting usage by residential or employee parking)
 - The Study should capture license plate data to provide accurate and practical data and record occupancy and duration results, by location, time of day and day of week
 - The Study should include interviews of persons utilizing public parking spaces (origin and destination, trip purpose, and trip frequency)
 - The Study should include interviewing stakeholders (local businesses)
 - The Study should give consideration to intended uses (both current and expected) of buildings within the CBD in determining parking demand
 - The Study should ensure assumptions are representative of Miami Springs, such as mass transit
 - The Study should properly document and exclude private parking (off-street parking) unless a shared parking arrangement exists or a parking easement is present
 - The Study should include impacts/parking required for surrounding multi-family residential units within the CBD that occupy/use public parking spaces
 - The Study should include impacts/recommendations of future development (whether new construction/development or renovation of existing “grandfathered” vacant building) within the CBD on parking/traffic
- The study should include provisions to be “updated” a minimum of six months after completion of the Miami Springs Town Center, located at 1 Curtiss Parkway, and a certificate of occupancy has been issued for its intended uses.

WHEREAS, the City needs to take immediate steps to improve on-street parking conditions/public parking and availability within the CBD, including, but not limited to, the following actions:

- Enhancing lot lighting of public parking within city owned lots/alleys, including lighting at entrances and access streets to public parking lots
- Increasing police patrols of city owned lots to enhance safety/security especially during evening hours (after dusk).

- Enhancing the physical appearance of city owned lots/alleys by requiring (a) dumpsters to be enclosed and out of public view, (b) improved landscape maintenance and daily removal of trash/debris, and (c) better signage and parking lot striping.
- Establishment of trolley service at selected pre-determined stops within the CBD (every 10 minutes) to an established remote parking facility.
- Overnight parking in on-street/public parking spaces should not be allowed with such violations being ticketed/fined—this will help discourage residents parking in on-street public parking spaces during daytime hours when such spaces are needed by businesses within the CBD.
- Establish controlled parking zones for all on-street parking within the CBD limiting parking time to no more than two hours. Significantly increase signage with respect to such controlled parking zones and create methods for enforcement/ticketing to discourage long-term parking. Consider utilization of Smart Parking system in key on-street parking areas to achieve controlled parking time limits.
- Creating initiatives to encourage employees of businesses within the CBD to use parking within public parking lots as opposed to on-street parking; and

WHEREAS, the Task Force believes the City Council needs to take actions to improve parking conditions and availability within the CBD; and

WHEREAS, the Task Force finds that this Recommendation is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BUSINESS AND ECONOMIC DEVELOPMENT TASK FORCE 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. The Task Force hereby approves these recommendations of improving public parking and increasing public parking within the CBD.

Section 3. City Council. This Recommendation shall be presented to the City Council for consideration and action.

A RECOMMENDATION OF THE BUSINESS AND ECONOMIC DEVELOPMENT TASK FORCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A RECOMMENDATION TO THE CITY COUNCIL TO TAKE ACTION TO MODIFY THE CODE OF ORDINANCES FOR COMMERCIAL TRASH ENCLOSURES AND TRASH COLLECTION FREQUENCY WITHIN THE CBD & 36TH STREET CORRIDOR

WHEREAS, the City of Miami Springs (the “City”) Council passed and adopted Resolution No. 2021-3918 on the 14th day of June, 2021, that established the Business and Economic Development Task Force (the “Task Force”) for the purpose of studying, advising, and making recommendations to the City Council with regard to marketing the City, attracting new businesses, supporting existing businesses, and providing a vision for the City future economic and business development; and

WHEREAS, commencing September 2021, the Task Force has held monthly public meetings with notice of such meetings provided as required by Florida law; and

WHEREAS, the Task Force believes that the Central Business District (“CBD”) and the 36th street corridor needs to modify and improve its Code of Ordinances with respect to the frequency of commercial garbage/trash collection, the placement of dumpsters within gated/fenced enclosures, and charging penalties (fines) with respect to illegal dumping within the CBD and the 36th street corridor (collectively the “Trash Collection Improvements”), as noted below:

- Commercial dumpsters to be located within gated/fenced enclosures screened from view (all existing non-complying to be given sunset date to meet compliance)—including dumpsters located within alleys.
- Dumpster gates shall be required to stay closed at all times. Lids on dumpsters to remain closed.
- Minimum trash collection of no less than twice per week, with exception of restaurants or food preparation establishments with collection of no less than four (4) days per week.
- To curb illegal dumping within the CBD and the 36th street corridor, establish fines starting at \$1,000 for those caught/ticketed illegally dumping—post signs within public areas/alleys regarding illegal dumping/fines; and

WHEREAS, the Task Force believes the City Council needs to take actions to improve the appearance within the CBD and the 36th street corridor and to reduce odors within the CBD and the 36th street corridor; and

WHEREAS, the Task Force finds that this recommendation is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BUSINESS AND ECONOMIC DEVELOPMENT TASK FORCE 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. The Task Force hereby approves these recommendations of Trash Collection Improvements for commercial establishments within the CBD and the 36th street corridor.

Section 3. City Council. This Recommendation shall be presented to the City Council for consideration and action.



**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: Erika Gonzalez-Santamaria, MMC, City Clerk
VIA: Sandra Duarte, Assistant to the City Clerk
FROM: Business and Economic Development Task Force
DATE: July 1, 2022
SUBJECT: Recommendations from the June 30, 2022 regular meeting

Agenda Items:

5. Old Business

A) Thoughts on implementing a Pay to Park system

Board Member Garcia motioned to recommend for the City to further explore a pay to park system. Vice Chair Carrillo seconded the motion which passed 6-0 on voice vote.

B) NW 36th Street Improvements See pages 9 through 12

Board Member Santin motioned to adopt the code change recommendations provided by Board Member Garcia. Vice Chair seconded the motion which passed 5-1 on voice vote. Vice Chair Carrillo, Board Member Negrin, Board Member Leonard, Board Member Santin and Chair Trowbridge voted: Yes. Board Member Garcia voted: No.

D) Update on Main Street America

Amended 10/6/22:
"to include for the City to integrate a Marketing approach to the code changes."

Board Member Santin motioned to recommend that that the city hires a full time administrator or form an advisory board to help with the efforts of revitalization. Board Member Garcia seconded the motion which passed 6-0 on voice vote.

Amended 8/2/22:
"of marketing and-"

“Sec. 150-164. - Northwest 36th Street [District]”

The mild interest of investors on NW 36th Street may be directly linked to outdated and over-restrictive zoning codes. These restrictive Zoning Codes are easy to access online and may be acting as a deterrent to investors, eliminating the opportunity for Miami Springs to be presented with new projects for NW 36th Street.

The following sections of the Zoning Code I believe must be revised, and time is of the essence. I also believe several departments in the city must have a Sales approach, we must market the city as a product and have the staff ready to attend to leads, focusing on closing the deals that are beneficial to the residents, city, businesses, and visitors alike.

(A)Purpose. The purpose of the NW 36th Street District is to provide for successful commercial operations that enhance the District, provide architectural features that support historic Miami Springs design standards and enhance overall commercial revitalization.

The current architectural features and current developments in the Central Business District are no longer those of the past, for example: Pueblo style. Therefore, the NW 36th Street District should be in no obligation to support historic Miami Springs design standards. I propose to revise this sentence. *“historic Miami Springs design standards”*.

(E)Height limitations.(1)Structures located within 150 feet from adjoining residential districts shall not exceed four stories or a height of 55 feet.

(2)Structures or portions of structures located more than 150 feet from adjoining residential districts shall not exceed a height of 120 feet.

Limiting the height of the building will restrict the Return on Investment of the investor, specially in today’s high price market, which may mark the site and area as a bad location.

“Sec. 150-164. - Northwest 36th Street [District]”

(G) Specific architectural design standards.

(1) General requirements. The general requirements outlined in this section are minimum aesthetic standards for all site development, buildings, structures, remodeling and renovations for the NW 36th Street District.

(2) Architectural design. It is required that all new site development, structures, buildings, remodeling and renovations show proper architectural design concepts and be appropriate to their surroundings. All remodeling and renovation of existing buildings and structures within the District shall exhibit the Pueblo/Mission Revival or Streamline/Depression Moderne architectural design standards. All new construction shall exhibit Streamline/Depression Moderne architectural design standards. Examples of these styles will be available through the Office of the City Planner.

Here we see once again the restriction on design standards.

(g) Mixed-use development of residential uses (up to 20 dwelling units per acre as limited in the City Charter) on upper floors above retail, office, and related uses. Buildings that include residential uses must be built on the northern half of the property if the property is adjacent to NW 36th Street.

Allow building to be built with more flexibility, a possibility of variance or else.

(h) All uses identified as permitted uses within a building with other permitted uses but not as a stand alone uses provided in Code § 150-164(B)(2)(d), with the express condition and limitation that the aforesaid uses are permitted as principal uses only in already existing buildings.

I propose removal.

“Sec. 150-164. - Northwest 36th Street [District]”

(j) Other enterprises or businesses which are similar to enterprises or businesses enumerated herein, which have been approved by the City Council upon application and hearing.

Presenting before City Council is time-consuming for investors. I propose to allow City Manager or Designee to approve if possible.

(d) The following uses are permitted within a building with other permitted uses but not as a stand alone use:

1. Restaurants.

2. Medical and veterinary clinics; boarding for veterinary services only.

3. Clinical laboratory.

4. Agencies for travel and insurance and similar services.

7. Retail stores.

16. Pharmacy.

I propose removal of the items above. Item 7 is blocking investors like Target. Item 16 is blocking a potential CVS or Walgreens.

(c) Access drives are allowed along the adjacent minor street frontage and shall be located and designed in a manner which will insure smooth flow of vehicular and pedestrian circulation. Is this possible for a short distance?

For this restriction, I propose Deceleration Lanes in certain areas of NW 36th st. This will also allow investors to build more beautiful buildings and safer passage for incoming and outgoing traffic from buildings.



“Sec. 150-164. - Northwest 36th Street [District]”

(D)Setbacks, lot coverage, and floor area.(1)Minimum setbacks.(a)Front yard setbacks shall be a minimum and ten feet from the property line. No off-street parking shall be allowed between the property line and the buildings.

I propose removal.

(f)Architectural elements such as canopies or a port cochere may encroach five feet into the front setback.

Allow to property line if possible.

(2)Architectural design. It is required that all new site development, structures, buildings, remodeling and renovations show proper architectural design concepts and be appropriate to their surroundings. All remodeling and renovation of existing buildings and structures within the District shall exhibit the Pueblo/Mission Revival or Streamline/Depression Moderne architectural design standards. All new construction shall exhibit Streamline/Depression Moderne architectural design standards. Examples of these styles will be available through the Office of the City Planner.

Here we see once again the restriction on design standards.

((f)Any onsite pedestrian/bike paths must have decorative pavers.

I propose removal.

Direct link to Sec. 150-164. - Northwest 36th Street [District] - Miami Springs Zoning Code.

https://library.municode.com/fl/miami_springs/codes/code_of_ordinances?nodeId=TITXVLAUS_CH150ZOCO_ARTXVLASCCODEDI_SS150-154--150-163RE



**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: Erika Gonzalez-Santamaria, MMC, City Clerk
VIA: Sandra Duarte, Assistant to the City Clerk
FROM: Business and Economic Development Task Force
DATE: August 4, 2022
SUBJECT: Recommendations from the August 02, 2022 regular meeting

Agenda Items:

6. New Business

A) Changes to the Municipal Code for the business districts

Board Member Santin moved to recommend for the City to prioritize the additional code changes provided by Board Member Garcia. Board Member Garcia seconded the motion which passed 7-0 on voice vote.

C) Circle park and Central Business District improvements

Board Member Santin moved for the City to explore the concept of a City Park on the Circle. Board Member Negrin seconded the motion which passed 7-0 on voice vote.

D) Community benefit plan See page 8 for amendment

Board Member Negrin moved to amend the June 30, 2022 recommendation 5-D to include marketing which will now read to recommend that that the City hires a full time administrator or form an advisory board to help with the efforts of marketing and revitalization. Vice Chair Carrillo seconded the motion which passed 6-0 on voice vote.



**CITY OF MIAMI SPRINGS
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Phone: 305.805.5006
Fax: 305.805.5028

TO: Erika Gonzalez-Santamaria, MMC, City Clerk
VIA: Sandra Duarte, Assistant to the City Clerk
FROM: Business and Economic Development Task Force
DATE: October 10, 2022
SUBJECT: Recommendations from the October 06, 2022 regular meeting

Agenda Items:

5. OLD BUSINESS

A) Final report for Council

Board Member Leonard motioned for the Council to do an assertive outreach to the Conventions and Visitors Bureau. Vice Chair Carrillo seconded the motion which passed 7-0 on voice vote.

6. NEW BUSINESS

a. Integrating a sales approach to certain positions within the City

Board Member Garcia motioned to amend the previous June 30, 2022 “NW 36th ST improvements” recommendation to include for the City to integrated a Marketing approach to the Code changes. Vice Chair Carrillo seconded the motion which passed 7-0 on voice vote. See page 8 for amendment

Board Member Santin motioned to for the City to integrated the tools and techniques approach to certain positions within the City. Board Member Garcia seconded the motion which passed 7-0 on voice vote. See page 15 & 16

RECOMMENDATION TO INTEGRATE A SALES APPROACH IN CERTAIN POSITIONS WITHIN THE CITY.

In order for the city of Miami Springs to become more effective at attracting potential investors, developers, and new projects in general, the city must rethink its traditional ways of operating. I suggest that certain positions within the city should integrate a sales approach and an open door policy. After this new approach is implemented, two marketing campaigns should take place. The city officials selected should train to use tools and techniques of modern sales team before any marketing campaign is launched.

These are some of tools and techniques that should be considered:

1. Email signatures that will include full contact information and link to book an appointment with the city official in a few clicks. ex: calendly.com.
2. Allow booked meetings to take place online in platforms like Google Meet or Zoom.
3. City website already includes contact information of personnel, but should also include a Calendly link or similar tool to quickly book meetings with city officials in a few clicks.
4. Integrate a Chat in the official city website. This chat will include a robot pre-configured with questions and answers. This robot will be able to route the visitor to the right information or show it. This tool will also be very effective if it allows to book appointments with the city officials with a few clicks. ex: [intercom.com](https://www.intercom.com), [tidio.com](https://www.tidio.com)
5. Set time limit goals for selected city officials to reply to emails and return missed calls.

Marketing campaign before Zoning Code changes:

This marketing plan's goal is to create momentum, in this initial phase the city will announce its upcoming changes in Zoning and its new open doors policy in the selected positions that will integrate the new sales approach. In addition, we should mention completed, undergoing and upcoming revitalization projects to communicate progress. The goal is to overcome the existent reputation of low flexibility and restrictive zoning codes, this is a clear call for people to come to the city today and present their ideas, even when variances those that may require a variance.

Marketing campaign after Zoning Code changes:

Once momentum is gained with the initial campaign, the city will announce its new changes in Zoning and once again mention completed, undergoing and upcoming revitalization projects. This is a confirmation and second invitation for people to reach over and present their ideas. Depending on the medium, and where possible, we must include full contact information of the city officials that will be handling the new leads. In addition, general information like city website and social networks must also be included.

The marketing plan must considerate several mediums, for example:

City Mediums: Website, Social Media, Email Blast.

Local Newspapers: Miami Herald, River Cities Gazette, MiamiSprings.com

Magazines: Ocean Drive, Miami New Times.

Radio Stations: 100.7FM, NPR.

TV News Channels: Local 10, CBS Miami.

In summary, we should see an increase of new projects pitches to the city officials selected to be part of this new sales approach. Some project pitches will be great and beneficial to the city and the community, some projects will have to be turned down. Nevertheless, the goal is to increase the amount of interest in Miami Springs, allowing great projects to be built and great ideas to flourish.



**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: Erika Gonzalez-Santamaria, MMC, City Clerk
VIA: Sandra Duarte, Assistant to the City Clerk
FROM: Business and Economic Development Task Force
DATE: November 17, 2022
SUBJECT: Recommendations from the November 16, 2022 regular meeting

Agenda Items:

5. OLD BUSINESS

A) Final report for Council

Board Member Leonard motioned for the Council to continue to pursue the Annexation process. Board Member Graham seconded the motion which passed 7-0 on voice vote.

- 1) Are you a resident of Miami Springs? If so, for how long have you been a resident?

	Total
I am not a resident of Miami Springs	34
Less than 5 years	46
Between 5 – 10 years	58
Over 10 years	286

- 2) Do you own a business in Miami Springs? If so, for how long have you been a business owner in Miami Springs?

	Total
I am not a business owner in Miami Springs	373
Less than 5 years	8
Between 5 – 10 years	10
Over 10 years	30

- 3) As a business owner, did you take out or participate in any of the following during the Covid19

	Total
I am not a business owner in Miami Springs	337
PPP	22
EIDL	10
Cares Act	2
A Business Loan	3
None	44
Other:	7

Other Results	
Grant	1

- 4) As a consumer, please select the top 3 items you believe are the most important qualities of the City of Miami Springs:

	Total
Commute	153
Parking	167
Business days/hours	53
Wait times	59
Quality of goods/services provided	285
Quality of facility/infrastructure	179
Locally owned/operated business	238
Other:	65

Other Results	
Ammenities	11
Events	5
Central Location	7
Small Town feel	11
Safety	8
Walkability/ Bike path	3
Convineince	1
Greenery	9

5) What 3 locations do you visit the most when you leave the City of Miami Springs?

	Total
Restaurants	320
Shopping – Clothing	170
Shopping – Groceries	263
Health Specialty	158
Beauty Business	48
Entertainment (Movies, Bars, Etc.)	197
Churches	40
Other:	41

Other Results	
Pharmacy	1
Sporting Events	2
Dry Cleaner	1
Gym	3
Art/Culture Events	1
Sporting Goods	1
Hardware Store	2
Parks	3
Other Citys	2

6) Choose 3 improvements you would like to see in the Central Business Districts along the Circle and Westward Drive:

	Total
Lighting	137
Parking	270
Building facade	261
Widened sidewalks	112
More foliage/greenery	176
Cleanliness	130
Other:	99

Other Results	
Business Variety	10
Modern Façade	1
Historic Façade	2
Connect walkways from Circle to main streets	1
Safety	1
Drainage	1
Signage	1
Traffic	8

7) What 3 uses would you like to see more of in the Central Business District along the Circle and Westward Drive?

	Total
Restaurants	372
Multifamily Buildings	45
A pharmacy	268
Retail stores	324
Office Buildings	56
Other:	105

Other Results

Grocery	2
Bank	1
Pet Shop	1
Entertainment	2

8) Choose 3 improvements you would like to see in the NW 36th Street Corridor and Fairway Drive Business Districts:

	Total
Safety barriers	254
Pedestrian Wayfinding signage	169
Traffic calming	303
Historic Entrance	219
Other:	128

Other Results

Bldg Repair/clean	5
Business Variety	7
Cleanliness	1
Greenery	3
Lighting	1
Parking	2
Safety	3

9) What 3 uses would you like to see more of in the NW 36th Street Corridor and Fairway Drive Business District?

	Total
Restaurants	330
Multifamily Buildings	93
A pharmacy	210
Retail stores	265
Office Buildings	155
Other:	58

Other Results

	Total
Grocery	2
Medical Office	1
Entertainment	3

10) Would you agree to implement a Paid Parking system with certain exceptions?

	Total
Yes	137
No	284

11) Would you support a statue/memorial to Glenn H. Curtiss (The City Founder)?

	Total
Yes	286
No	109

If yes, where should it be placed?

Circle Park	15
Curtiss Mansion	8
Curtiss Parkway	13
Curtiss by Golf	1
Entry Bridge	1
N Royal Poinciana	2

12) Do you think the City's wayfinding signage is adequate?

	Total
Yes	279
No	121

If no, why not or where can it be improved?

Senior Center	1
Too Small	3
City Walkways	1
Circle	1
Too Big	2
Bridges	1
Mansion	1

13) List three types of business that you would like to have in Miami Springs: (Top 10)

	Total
1 Restaurant	194
2 Pharmacy	184
3 Retail Store	77
4 Grocery/Supermkt	64
5 Gym/ Fitness	50
6 Entertainment	46
7 Bar/ brewery	40
8 Movie Theater	33
9 Boutique/Clothing	27
10 Ice Cream Shop	27

14) Name three things that you like most about Miami Springs: (Top 10)

		Total
1	Safe/Quiet	191
2	Greenery/ Canopy	135
3	Small Town feel	134
4	Community	84
5	Central location	57
6	Walkways/ Bike paths	39
7	Nice homes	34
8	Traffic (low)	33
9	Ammenities	27
10	Parks	23

15) Name three things that can be improved about Miami Springs: (Top 10)

		Total
1	Traffic	93
2	Parking	92
3	Street maint./ repair	58
4	Business Variety	55
5	Safety	44
6	Greenery	38
7	Building Maint./Facade	33
8	Cleanliness	29
9	Restaurants	27
10	Sidewalks repair/maint.	27

16) Please accept our sincerest thanks for completing this survey! Were there any topics we missed or suggestions you have? Please write them below (Optional):

(Top 5 suggestions)

	Total
Improve Code Enforcment	12
More Events	7
Historic Preservation	6
Install Speed Bumps	5
Install Toll by plate	5



AGENDA MEMORANDUM

Meeting Date: 12/12/2022

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

Via: William Alonso, City Manager/Fin. Director

From: Lazaro Garaboa, Public Works Director

Subject: Approval of Purchase of Additional Concrete Curbside/Sidewalk Construction, Milling, and Resurfacing of Asphalt Concrete and Striping Services from Metro Express, Inc. in an amount not to exceed \$600,000

RECOMMENDATION:

Recommendation by Public Works that the City Council approve the purchase of additional concrete curbside/sidewalk construction, milling, and resurfacing of asphalt concrete and striping services on an as-needed basis for fiscal year 2022-23 from Metro Express, Inc. in an amount not to exceed \$600,000.

DISCUSSION: On May 9, 2022, the City Council adopted Resolution No.2022-4000 approving an agreement with Metro Express, Inc. (the “Vendor”) for concrete curbside/sidewalk construction, milling, and resurfacing of asphalt concrete and striping services (the “Services”) utilizing the terms and conditions of the City of Miami Beach Contract awarded pursuant to ITB-2018-033-ND (the “Agreement”) pursuant to Section §31.11(E)(5) of the City Code.

On October 24, 2022, the City Council adopted Resolution No. 2022-4042 approving a First Amendment to the Agreement to extend the term through November 7, 2023, with two additional one year renewal periods, and authorizing the issuance of a purchase order to the Vendor for the Services for repairs to City sidewalks and streets on an as-needed basis for fiscal year 2022-23 (the “Repairs”) in an amount not to exceed \$200,000.

The City recently received its share of the ½ Cent Charter County Surtax from Miami-Dade County and accordingly, the City desires to use a portion of its surtax proceeds towards making additional Repairs during fiscal year 2022-23. Accordingly, City Staff recommends approving the purchase of the Services from the Vendor to make the additional Repairs in an amount not to exceed \$600,000, for a total not to exceed of \$800,000.

Submission Date and Time: 12/2/2022 4:14 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: Public Works _____	Dept. Head: _____	Dept./ Desc.: CITT
Prepared by: Rachel Buckner _____	Procurement: _____	Account No.: 135-0902-541.46-00 _____
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____ _____
<input checked="" type="checkbox"/> <input type="checkbox"/>	City Manager: _____	Amount previously approved: \$ 200,000 _____
Attachments:		Current request: \$ <u>600,000.00</u> _____
Budgeted/ Funded: Yes No		Total vendor amount: \$ 800,000.00 _____

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 CONSTRUCTION, MILLING, AND RESURFACING OF ASPHALT CONCRETE AND STRIPING SERVICES ON AN AS-NEEDED BASIS FOR FISCAL YEAR 2022-23 FROM METRO EXPRESS, INC. IN AN AMOUNT NOT TO EXCEED \$600,000; 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, milling and resurfacing of asphalt concrete and striping 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 October 24, 2022, the City Council adopted Resolution No. 2022-4042 approving a First Amendment to the Agreement to extend the term through November 7, 2023, with two additional one year renewal periods, and authorizing the issuance of a purchase order to the Vendor for the Services for repairs to City sidewalks and streets on an as-needed basis for fiscal year 2022-23 (the “Repairs”) in an amount not to exceed \$200,000; and

WHEREAS, the City desires to utilize the Services of the Vendor to make additional Repairs on an as-needed basis for fiscal year 2022-23 (“Additional Repairs”) in an amount not to exceed \$600,000, for a total not to exceed of \$800,000 for fiscal year 2022-23; 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 \$600,000, for a total not to exceed of \$800,000 for fiscal year 2022-23.

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

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

VACANT	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

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

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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



AGENDA MEMORANDUM

Meeting Date: 12/12/2022

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

Via: William Alonso, City Manager/Fin. Director

From: Lazaro Garaboa, Public Works Director

Subject: Citywide Road Asphalt Patching

RECOMMENDATION: Recommendation by Public Works that Council approve the issuance of a purchase order in an amount not to exceed \$25,000 to Ovas & Co, LLC for Citywide Asphalt Patching services for fiscal year 2022-23 and waive competitive bidding as in the best interest of the City pursuant to Section §31.11 (E)(6)(g) of the City Code . **Requires 4/5 vote by Council.**

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

Spent in FY: 21/22 \$27,930.00
FY: 20/21 \$44,260.00

Submission Date and Time: 12/2/2022 4:13 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: Public Works	Dept. Head: _____	_____
Prepared by: Rachel Buckner	Procurement: _____	Account No: <u>135-0902-541.46-00</u>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Amount previously approved: \$ _____
<input checked="" type="checkbox"/> <input type="checkbox"/>	City Manager: _____	Current request: \$ <u>25,000.00</u>
Attachments:		Total vendor amount: \$ <u>25,000.00</u>
Budgeted/ Funded: Yes No		Dept./ Desc.: CITT
		Additional Funding:

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO OVAS & CO, LLC FOR CITYWIDE ASPHALT PATCHING SERVICES ON AN AS-NEEDED BASIS FOR FISCAL YEAR 2022-23 IN AN AMOUNT NOT TO EXCEED \$25,000; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council desires to approve the purchase of the Services from the Vendor for fiscal year 2022-23 in an amount not to exceed \$25,000 pursuant to Section 31-11(E)(6)(g) of the City Code; and

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

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

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

Section 2. Approval. That the City Council hereby approves the purchase of the Services on an as-needed basis from the Vendor for fiscal year 2022-23 in an amount not to exceed \$25,000 pursuant to Section 31-11(E)(6)(g) of the City Code.

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

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

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$25,000.

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

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

VACANT	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 12th day of December, 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



MEMORANDUM

To: Honorable Mayor and Councilmembers of the City of Miami Springs

From: Haydee Sera, City Attorney

Date: December 12, 2022

RE: Resolution to Appoint Interim Councilmember to Fill Vacancy in Group IV due to Councilmember Resignation

On Tuesday, November 22, 2022, a vacancy was created in the Group IV Council seat due to the resignation of Councilmember Victor Vazquez who resigned to run for the District 6 seat on the Miami-Dade County Board of County Commissioners.

Monday, December 12, 2022 is the first regular meeting of the City Council following the occurrence of the vacancy. On Monday, December 12, 2022, the City Council will fill the vacancy in Group IV by appointment. The process will be similar to the process utilized in prior years. Any City Councilmember may move to nominate a qualified person to fill the vacancy in Group IV.

At the time the vacancy occurred, more than 120 days remained in the unexpired term of office. However, as of December 12, 2022, less than 120 days remain before the April 8, 2023 regular City election. Accordingly, the Council is not required to call for a special election and the person who is appointed to fill the vacancy on December 12, 2022 will serve for the remainder of the unexpired term, which concludes in April 2023.

A regular general City election will be conducted on April 4, 2023 for Mayor and Councilmembers.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPOINTING AN INTERIM COUNCILMEMBER TO FILL THE VACANCY IN GROUP IV ON THE CITY COUNCIL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy has been created on the City of Miami Springs (the “City”) Council due to the resignation of Group IV Councilmember Victor Vazquez (“Councilmember Vazquez”) effective November 22, 2022; and

WHEREAS, Section 3.07 of the City Charter provides the method of filling a City Council vacancy; and

WHEREAS, as of November 22, 2022, there were more than 120 days remaining in Councilmember Vazquez’s unexpired term of office, however, as of December 12, 2022, the effective date of this Resolution, a regular City election is scheduled within 120 days, to wit: on April 4, 2023; and

WHEREAS, accordingly, pursuant to Section 3.07(3) of the City Charter, the City Council is required to appoint an interim councilmember to fill the vacancy in Group IV on the City Council who shall serve the remaining term of Councilmember Vazquez’s term of office (i.e., until the election of a successor); and

WHEREAS, pursuant to Section 3.07(3) of the City Charter, the City Council desires to appoint an interim councilmember to fill the vacancy in Group IV on the City Council; and

WHEREAS, the interim appointed councilmember shall serve as the Group IV Councilmember until the election of a successor; and

WHEREAS, the City Council wishes to appoint _____, who is qualified to serve, as an interim councilmember to fill the vacancy in City Council Group IV; and

WHEREAS, the City Council finds that this Resolution is in the best interest of the City and that it is necessary and appropriate to make an interim appointment to fill the vacancy in Group IV on the City Council.

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. Interim Appointment. That pursuant to the requirements of the City Charter, the Council hereby appoints _____ as an interim councilmember to fill the vacancy in City Council Group IV until the election of a successor.

Section 3. Implementation. That the City Clerk, City Manager, and City Attorney are authorized to take any and all necessary actions to implement the purpose of this Resolution.

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:

VACANT	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 12th day of December, 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

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING WORKFORCE HOUSING LEGISLATIVE FINDINGS PURSUANT TO MIAMI-DADE COUNTY CODE SECTION 33-193.7; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 20, 2016, Miami-Dade County adopted an ordinance requiring incorporated municipalities within its jurisdiction to address the need for workforce housing; and

WHEREAS, the City of Miami Springs (the "City") supports the need for workforce housing in the City and within Miami Dade County; and

WHEREAS, notwithstanding the high value of vacant and redevelopment land within the City, the City has taken active efforts to support and promote access to affordable and workforce housing; and

WHEREAS, the City's Comprehensive Plan's goals, objectives, and policies address affordable and workforce housing as enumerated in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the City has implemented the Comprehensive Plan by adopting zoning districts which permit multi-family housing that support the needs of affordable and workforce housing; and

WHEREAS, the City's Comprehensive Plan provides for land use categories which may allow for multifamily housing; and

WHEREAS, the City has implemented these districts through zoning with multifamily housing that may support affordable and workforce housing in its Land Development Regulations; and

WHEREAS, the County defines workforce housing as housing for affordable for families whose incomes are within 60 to 140 percent of the County's area median income as reported by the United States Department of Housing and Urban Development and adjusted to family size; and

WHEREAS, the City's Comprehensive Plan's Housing Element commits the City to ensure that it "Facilitate development or preservation of renter-occupied units and owner-occupied units affordable for households earning 120 percent or less of County median income"; and

WHEREAS, the City desires to continue to review and implement affordable and workforce housing provisions within the City’s Comprehensive Plan; and

WHEREAS, the City Council finds that the adoption of 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 each of the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Legislative Findings. That the City Council hereby declares that the need for affordable and workforce housing within its territorial jurisdiction is being adequately addressed as provided in this Resolution.

Section 3. Transmittal. That the City Clerk is hereby directed to transmit this Resolution to the Director of Miami-Dade County Department of Regulatory and Economic Resources and Clerk of the Board of the Miami-Dade County Board of County Commissioners.

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

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

[VACANT]	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this _____ day of _____, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

EXHIBIT A

Excerpt from City of Miami Springs' Comprehensive Plan

City of Miami Springs, Florida

Comprehensive Plan



Adopted by:
Ordinance No. 849-98
September 28, 1998

Amended by:
Ordinance No. 1032-2012
March 12, 2012

HOUSING ELEMENT

GOAL 1 ENSURE THE AVAILABILITY OF AFFORDABLE SOUND AND DIVERSIFIED HOUSING STOCK IN MIAMI SPRINGS.

Objective 1.1 Creation of Affordable Housing

Facilitate development or preservation of renter-occupied units and owner-occupied units affordable for households earning 120 percent or less of County median income.

Policy 1.1.1

The City will encourage programs which incorporate job training, job creation or other economic solutions to address affordable housing.

Policy 1.1.2

The City shall periodically review: 1) its own development permitting procedures; 2) best current practice employed by other jurisdictions; and 3) best current practice reported in relevant professional literature. The purpose of the review shall be to determine if there are appropriate procedural and substantive changes which could facilitate more expeditious development application processing.

Policy 1.1.3

Manufactured housing shall not be prohibited in any area designated by this plan for residential use. Mobile homes shall not be permitted in the City unless they meet the same standards as manufactured homes.

Policy 1.1.4

Housing for very low income, low income and moderate income households shall not be prohibited in any area designated by this plan for residential use.

Policy 1.1.5

The City will ensure the development of affordable housing in mixed-use areas is consistent with sections of the Future Land Use Element, including Objective 1.1 to encourage the redevelopment and renewal of blighted areas, Policy 1.2.3 to seek redevelopment plans for the Downtown and the NW 36th Street Commercial Corridor and, Policy 1.9.1 to consider adequate sites are appropriate for mixed use redevelopment.

Policy 1.1.6

The City will ensure the location of affordable housing units is consistent with neighborhood character, as required in the Future Land Use Element Objective 1.1 to maintain existing and achieve new development consistent with neighborhood character, Policy 1.2.2 to formulate an overall implementation strategy and Policy 1.9.1 to provide adequate sites.

Objective 1.2 Preservation of Affordable Housing

Preserve affordable housing for all current and future residents. Preserve all of the existing units in sound condition through aggressive code enforcement and housing rehabilitation assistance.

Policy 1.2.1

The City shall enact and enforce the County minimum housing standards code or an appropriate modification enacted by the City Council.

Policy 1.2.2

The City shall from time to time informally evaluate alternate strategies to guide enforcement of the County minimum housing standards code so as to achieve maximum effectiveness. It is recognized by this policy that systematic and ad hoc inspections might be most appropriate at different times and in different sub areas of the City.

Policy 1.2.3

Through land development code setback/bulk standards and through implementation of drainage improvements, the City shall help assure the continuation of stable residential neighborhoods.

Objective 1.3 Substandard Housing

Eliminate substandard housing and show a reduction in the inventory of substandard housing units in the City.

Policy 1.3.1

Eliminate substandard housing (including those units lacking complete plumbing or lacking complete kitchen facilities), structurally and aesthetically improve, conserve, rehabilitate, and demolish substandard housing when needed.

Objective 1.4 Adequate Sites for Group Homes

Accommodate small group homes and foster care facilities in residential areas. Provide at least one group home in the City.

Policy 1.4.1

The City shall enact and enforce land development code regulations which permit HRS-licensed group homes, including foster care facilities. Such regulations shall permit small scale group homes and foster care facilities in residential areas and areas with residential character and shall otherwise be designed to meet State law in general and Chapter 419, F.S., in particular. Prior to enactment of such regulations, the City shall interpret and enforce applicable existing regulations in a manner which is fully consistent with State law and administrative code requirements pertaining to group homes.

Objective 1.5 Housing Coordination and Implementation

The Local Planning Agency (LPA) shall serve as the body to coordinate and achieve housing policy implementation in coordination with the South Florida Local Initiatives Support Corporation (LISC).

Policy 1.5.1

The City shall maintain formal communications with appropriate private and non-profit housing agencies to assure that adequate information on City housing policies flows to housing providers. A list of agencies shall include representatives from the local Board of Realtors, Builders Associations, and the South Florida Local Initiatives Support Corporation (LISC).

Policy 1.5.2

The City shall fully cooperate with any developer using County Surtax funds, the County Housing Finance Agency or other subsidy mechanisms.

Objective 1.6 Historically Significant Housing

Identify and preserve historically significant residential structures.

Policy 1.6.1

Retain, revise as may be appropriate, and enforce the City's historic preservation ordinance.

Policy 1.6.2

Vigorously enforce existing building maintenance codes in order that historic structures do not fall into such severe states of disrepair that they cannot feasibly be brought up to standard condition.



AGENDA MEMORANDUM

Meeting Date: December 12th, 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)

RECOMMENDATION: Recommendation by Staff that Council accept the State Appropriation in the amount of \$2,000,000.00 and authorize the City Manager to execute the attached Grant Agreement with the Florida Department of Environmental Protection (FDEP), relating to the South Drive Road and Stormwater Improvements project, on a cost reimbursement basis with no cost sharing requirement from the City, for the redevelopment of the South Drive corridor to accommodate pedestrian, bicycle, and vehicular activity and to address their safety as well as to implement drainage and landscape improvements.

DISCUSSION: This grant award provides funding to the City to the tune of \$2,000,000.00, to address issues of flooding affecting the accessibility and safety of South Drive corridor from NW 36th Street on the south to South Royal Poinciana Blvd. on the north. In addition to, improving bicyclist/ pedestrian safety with the construction of one bike lane parallel to South Drive and beautification and landscape improvements.

Additionally, this project is part of an ongoing City plan to alleviate flooding and address environmental issues associated with stormwater. This project will improve Stormwater management by the use of green infrastructure, including permeable sidewalks and surfaces; and bioswales as stormwater management as needed. This project will follow the SFWMD guidelines for stormwater management by mitigating flooding and reducing roadway failure and will protect and preserve the City's critical infrastructure by reducing and preventing property damage and minimizing social distress caused by roadway failure.

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 STATE APPROPRIATION GRANT IN THE AMOUNT OF \$2,000,000; APPROVING A STANDARD GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RELATING TO MIAMI SPRINGS SOUTH DRIVE ROAD AND STORMWATER IMPROVEMENTS PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) has been awarded a State Appropriation Grant (the “Grant”) in the amount of \$2,000,000 by the Florida Department of Environmental Protection (“FDEP”) for the South Drive Road and Stormwater Improvements Project (the “Project”); and

WHEREAS, the Project will redevelop the South Drive Road corridor to accommodate pedestrian, bicycle, and vehicular activity and implement related drainage and landscaping improvements; and

WHEREAS, to secure the Grant, the City must enter into a Standard 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:

Vacant	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 12th day of December, 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): Miami Springs South Drive Road and Stormwater Improvements Agreement Number: LPA0337

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, FL 33166 FEID: 59-6000374 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: March 30, 2024

4. Project Number: _____ Project Location(s): Lat/Long (25.8161, -80.2801) 
(If different from Agreement Number)

Project Description: The Grantee will construct roadway and landscape improvements for stormwater management and enhanced constituent safety.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$2,000,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1665A, FY 22-23, GR	\$2,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: **\$2,000,000.00**

6. Department's Grant Manager Name: <u>Mary Clare Swanson</u> <div style="text-align: right; font-size: small;">or successor</div> Address: <u>3900 Commonwealth Blvd., MS 3602 Tallahassee, Florida 32399-3000</u> Phone: <u>850-245-2894</u> Email: <u>MaryClare.Swanson@FloridaDEP.gov</u>	Grantee's Grant Manager Name: <u>Tammy Romero</u> <div style="text-align: right; font-size: small;">or successor</div> Address: <u>201 Westward Drive Miami Springs, FL 33166</u> Phone: <u>305-805-5035</u> Email: <u>romerot@miamisprings-fl.gov</u>
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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 Grants 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 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 type="checkbox"/> Additional Exhibits (if necessary): _____

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 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 _____ Date Signed
(Authorized Signature)

William Alonso, City Manager, City of Miami Springs

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____ Date Signed
Secretary or Designee

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Mary Clare Swanson, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

**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. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. 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/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 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:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- 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

Attachment 1

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. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. 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.

26. 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.

27. 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/>).

28. 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/fsaa>.
- 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.

29. 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.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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. LPA0337**

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 Miami Springs South Drive Road and Stormwater Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

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.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the 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.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Miami Springs South Drive Road and Stormwater Improvements

PROJECT LOCATION: The Project will be located in the City of Miami Springs within Miami-Dade County; Lat/Long (25.8161, -80.2801). See Figure 1 for an aerial image of site.

PROJECT BACKGROUND: The City of Miami Springs' (Grantee) project addresses issues of flooding affecting the accessibility and safety of South Drive. In the event of severe weather South Drive is at risk of property damage and roadway failure which would result in inaccessibility, economic losses, and put constituents at risk. This project will follow the South Florida Water Management District (SFWMD) guidelines for stormwater management by mitigating flooding to help reduce the likelihood of roadway failure. Construction of a bike lane will also improve pedestrian and bicyclist safety.

PROJECT DESCRIPTION: The Grantee will construct roadway and landscape improvements for stormwater management and enhanced safety.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will perform a pre-design topographical and tree survey and geotechnical and percolation test reports to produce a pre-design report that will detail the scope of the problem in the analysis area and identify the tasks required to complete a resolution to the problem. The grantee will complete the design of the stormwater improvements and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a copy of the pre-design report; and 3) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the improved stormwater infrastructure.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

Task 4: Construction

Deliverables: The Grantee will construct roadway and landscape infrastructure improvements for stormwater management and enhanced safety, in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

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PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$200,000	07/01/2022	07/31/2023
2	Bidding and Contractor Selection	Contractual Services	\$30,000	07/01/2022	07/31/2023
3	Project Management	Contractual Services	\$20,000	07/01/2022	07/31/2023
4	Construction	Contractual Services	\$1,750,000	07/01/2022	07/31/2023
Total:			\$2,000,000		

Figure 1: Aerial image of site



**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 CFR 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 CFR 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 CFR §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 CFR 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 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 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 CFR 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 CFR 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 CFR 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

Attachment 5

1 of 6

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 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §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 CFR 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.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 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	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Program A				\$	
Program B				\$	

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	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B					

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	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Department of Environmental Protection	FY2022-2023	37.039	Statewide Surface Restoration and Wastewater Projects	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$2,000,000
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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**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0337
Project Title:	Miami Springs South Drive Road and Stormwater Improvements
Grantee Name:	City of Miami Springs
Grantee's Grant Manager:	
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Preconstruction Activities

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Bidding and Contractor Selection

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Project Management

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Construction

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 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

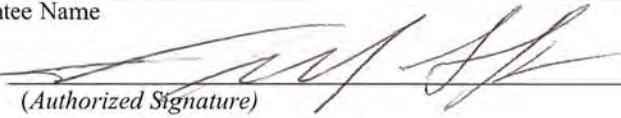
IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

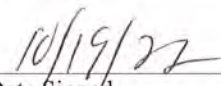
City of Miami Springs

GRANTEE

Grantee Name

By


(Authorized Signature)


Date Signed

William Alonso, City Manager, City of Miami Springs

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, EXPRESSING THE CITY'S INTENT TO PROVIDE PROPERTY TAX RELIEF BY REDUCING ITS MILLAGE TO A RATE BETWEEN 2.5000 AND 3.0000 UPON APPROVAL OF THE CITY'S ANNEXATION APPLICATION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 9, 2017, the City of Miami Springs (the "City") submitted a boundary change application to Miami-Dade County for the property shown on the map attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, on July 22, 2022, the City Council adopted Resolution No. 2022-4015 expressing the City's intent to provide property tax relief by reducing its millage rate (which at the time was 7.2095) by approximately 34% to 46% to a rate between 3.9000 and 4.8000 upon approval of the City's annexation application which was pending before the Miami-Dade County Board of County Commissioners; and

WHEREAS, since the adoption of Resolution No. 2022-4015, the City Manager has further evaluated the City's finances and projects that the City can lower its millage rate (which was set at 6.990 mills for the 2022-2023 fiscal year) by approximately 57% to 64% to a rate between 2.5000 and 3.0000 if the City's annexation application were approved prior to July 1, 2023 to be effective October 1, 2023; and

WHEREAS, it is the City Council's continued desire to bring further relief to property owners by lowering ad valorem taxes once the annexation application is approved by the Board of County Commissioners; and

WHEREAS, the City Council wishes to express its intent to reduce the City's millage rate (which is currently 6.990 mills) by approximately 57% to 64% to a rate between 2.5000 and 3.0000 mills; 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. Expression of Intent to Lower Millage. That the City of Miami Springs hereby expresses its intent to reduce its millage by approximately 57% to 64% to a rate between 2.5000 and 3.0000 mills.

Section 3. Transmittal. That the City Clerk is directed to transmit a copy of this Resolution the Miami-Dade County Mayor and Chairman and Board of County Commissioners.

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:

[VACANT]]	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

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

MARIA PUENTE MITCHELL
MAYOR

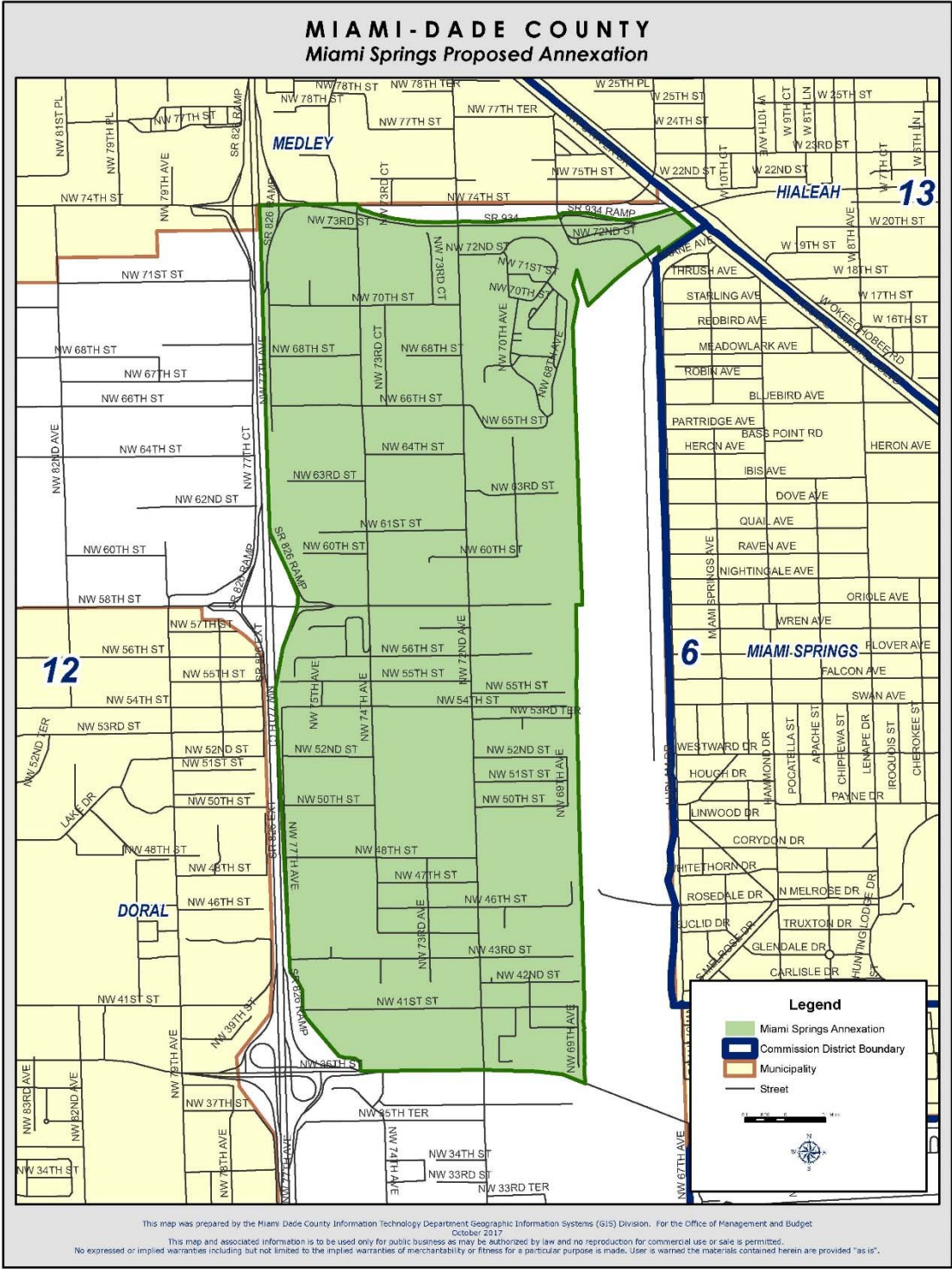
ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Exhibit A



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CORAL GABLES
Beautiful

CORAL GABLES
LIFE IS BEAUTIFUL

RECYCLE &
GET INSTANTLY
REWARDED

cycle

GET REWARDED

- 1 Insert plastic bottle or can
- 2 Scan the QR code on the screen
- 3 Get rewarded

Scan here to learn more about
the new online Recycling Card
and how to use it.

EVERY
BOTTLE
BACK

www.coralgables.org

RECYCLE &
GET INSTANTLY
REWARDED

FLORIDA

CORAL GABLES

COMING
REGISTRATION
OFFICE



CORAL GABLES
THE CITY BEAUTIFUL

cycle



GET REWARDED



- 1 Insert plastic bottle or can.
- 2 Scan the QR code on the screen.
- 3 Get rewarded.

envipco

RECYCLE & GET INSTANTLY REWARDED



FLORIDA



KEEP CORAL GABLES Beautiful

CORAL GABLES THE CITY BEAUTIFUL

cycle

Can / Plastic



REWARDED

Insert plastic bottle or can. Scan QR code on the bin to be rewarded.

envipco

CLE & TANTLY RDED



WiFi