



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

Vice Mayor Jorge Santin
Councilman Walter Fajet, Ph. D.

Councilwoman Jacky Bravo
Councilman Victor Vazquez, Ph.D.

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

CITY COUNCIL REGULAR MEETING AGENDA

Monday, April 24, 2023 – 7:00 p.m.

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

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Walter Fajet
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Administration of the Oath of Office to newly elected Councilwoman Jacky Bravo, Group II
 - B) Miami-Dade Fire Rescue Annual Report by Fire Chief Raied "Ray" Jadallah
 - C) Presentation from Beverly Raposa and Mercy Ruiz, flight Attendants from the Eastern 401 Plane Crash, officially thanking City Staff and City Council for the Eastern Flight 401 Dedication efforts
 - D) Recognizing Carlos Gomez for Bridge Lighting Project during the River Cities Festival 2023
- 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) April 10, 2023 – Special Meeting
- B) April 10, 2023 – Regular Meeting

7. Reports from Boards & Commissions:

- A) Chair Fred Gonzalez of the Recreation Commission providing an update on Board activities
- B) Chair Julia Arias of the Centennial Committee providing an update on Board activities

8. Public Hearings:

- A) **Ordinance – Second Reading** – An Ordinance Of The Mayor And Council Of The City Of Miami Springs, Florida, Comprehensively Updating And Amending Chapter 53 “Stormwater Utility Management Program” Of The City’s Code Of Ordinances, By Creating Division Ii, “Water Quality” Pertaining To Illicit Discharges And Connections, Erosion And Sediment Control, And Other Water Quality Regulations; Providing For Severability; Providing For Codification; Providing For Conflicts; And Providing For An Effective Date

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, Declaring The City Manager, Finance Director, And Chief Of Police As Authorized Signatories For The City’s Amerant Bank, N.A. Bank, Savings, And Trust Accounts; Authorizing Amerant Bank, N.A. To Accept Either Two Manual Signatures Or Two Facsimile Signatures From Any Combination Of The City’s Authorized Signatories For The City’s Bank, Savings, And Trust Accounts; Providing For Implementation; Providing For Conflicts; And Providing For An Effective Date

- B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Issuance Of A Taxable Capital Improvement Revenue Note, Series 2023, Of The City Of Miami Springs, Florida, In The Aggregate Principal Amount Of \$3,800,000 For The Purpose Of Financing The Miami Springs Golf & Country Club Golf Course Revitalization Project; Awarding The Sale Of The Note To Southstate Bank, N.A.; Providing For Security For The Note; Providing Other Provisions Relating To The Note; Making Certain Covenants And Agreements In Connection Therewith; Providing For Adoption Of Representations; Providing For Certain Other Matters In Connection Therewith; Providing A Severability Clause; And Providing An Effective Date

- C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Amending The Recreation Department Schedule Of Charges; Providing For Authorization; And Providing For An Effective Date

- D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Police Uniforms From Lou’s Police Distributors, Inc. 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:

- A) Update from Police/Parks and Recreation on this year's 4th of July Fireworks

11. New Business: None.

12. Other Business:

- A) Annexation Update

- B) Request by Mayor Mitchell to discuss opportunities for new parks

C) Request by Vice Mayor Santin to discuss a strategic plan which defines how the City will look like in ten years

D) Request by Vice Mayor Santin to discuss adding two members to the Centennial Committee

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, April 24, 2023 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 AND/OR PARTICIPATE IN THE MEETING

- **ZOOM:** Meeting ID 863-9512-4146
- **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



Always Ready, Proud To Serve

Miami-Dade Fire Rescue Department
Office of the Fire Chief
9300 NW 41 Street
Doral, Florida 33178-2414
T 786-331-5000 F 786-331-5101

miamidade.gov

February 13, 2023

Honorable Maria Puente Mitchell, Mayor
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Honorable Mayor Mitchell:

I am pleased to present the annual report summarizing the services Miami-Dade Fire Rescue (MDFR) provided to the City of Miami Springs in 2022. MDFR's overall complement of fire-rescue response vehicles and personnel provides a service level unrivaled in the Southeast United States for the benefit and protection of your community.

The City of Miami Springs residents and visitors can rely on fire-rescue services delivered by a Class 2/2X Public Protection Classification (PPC) Department as rated by the Insurance Services Office, Inc. (ISO) and Internationally Accredited by the Center for Public Safety Excellence Commission on Fire Accreditation International (CFAI). MDFR's 2/2X rating places us among an elite group of 2,399 fire departments of 30,000 nationally with a Class 1 or 2 rating. MDFR is one of only 301 agencies to be accredited by CFAI and remains the largest accredited fire-rescue department in the Southeast United States and second largest in the Nation.

I welcome the opportunity to present the Department's annual service delivery report to the City. Please contact Erika Benitez, Chief of Staff at 786-331-5122 to schedule the annual presentation with the City Commission, or if you require additional information. Enclosed is my contact information. I am always available to address any questions or concerns that you or your residents may have regarding our services.

Respectfully,

A handwritten signature in blue ink, appearing to read "Raied S. Jadallah".

Raied S. Jadallah
Fire Chief

Enclosures

✓c: William Alonso, City Manager and Finance Director
Alfredo Ramirez III, Chief of Safety and Emergency Response, Miami-Dade County



Miami-Dade Fire Rescue Department
Services to
City of Miami Springs

Miami-Dade Fire Rescue Department Overview

Miami-Dade Fire Rescue (MDFR) originated as a single-unit fire patrol in 1935. It has since grown into the largest fire-rescue department in the Southeast United States and one of the top ten largest in the nation. MDFR serves a response territory of 1,904 square miles and a resident population of more than 1.9 million. MDFR responds to more than 275,000 calls for assistance annually, making it one of the busiest departments in the nation. More than 2,800 employees staff 158 units in service throughout 71 fire-rescue stations and several administrative facilities serving residents, businesses, and visitors 24 hours a day, 7 days a week, 365 days a year. In addition to providing transport services through 63 advanced life support (ALS) rescue units, MDFR provides emergency air transport service to appropriate specialized facilities via two full-time rescue helicopters.



Firefighters extinguish a warehouse fire.

MDFR is a full-service emergency response agency providing various specialized response capabilities including air rescue transport, maritime fire-rescue, aircraft rescue firefighting, ocean rescue, technical rescue, hazardous materials mitigation, urban search and rescue, and maintains the Florida Antivenin Bank. Firefighters are cross-trained in fire suppression as well as emergency medical care, capable of providing pre-hospital care to trauma patients, heart-attack patients, and stroke victims. MDFR's Fire Prevention Division provides new construction and annual building inspections as well as code enforcement services.

MDFR is accredited by the Commission on Fire Accreditation International (CFAI), which is part of the Center for Public Safety Excellence, Inc. The department is one of only 301 agencies in the world to achieve International Accreditation Agency status by CFAI and is the largest accredited fire-rescue department in the Southeast and the second largest in the nation. MDFR is considered one of the premier fire-rescue departments in the country and is recognized around the world for its exemplary service.

MDFR distinguishes itself from other fire-rescue departments in several areas, offering a high level of service, providing more ALS suppression units than most departments and a greater level and grade of response staff. Over 90% of MDFR's units are staffed and equipped to provide ALS services. MDFR staffs four firefighters on suppression units and three firefighter-paramedics on rescue units. MDFR also protects Haulover and Crandon Beaches, with a combination of full-time and part-time professional lifeguards.



MDFR responds to a vehicle accident that requires extrication.

Through the efforts of MDFR, Miami-Dade residents also have the highest survival rates in the nation after suffering a blocked coronary artery. Over 15 years ago, MDFR established the Miami-Dade STEMI (ST-Elevation Myocardial Infarction) Network. STEMI typically refers to a blocked coronary artery and is the leading cause of death in the United States. Hospitals within the network are required to restore blood flow to a patient's blocked artery within 90 minutes from the initial patient contact. This timely intervention significantly reduces a patient's chances for permanent damage or death and increases the likelihood for survival. The STEMI network has reduced the time it takes to restore blood flow to a patient from approximately two hours and 15 minutes to 60 minutes. MDFR is also part of the Countywide Stroke Network, a coalition consisting of MDFR along with five municipal fire-rescue departments and area hospitals within Miami-Dade County. This network is one of the largest for the treatment and transport of stroke victims in the nation.



Firefighters battle a fire at Tropicana Flea Market.



Miami-Dade Fire Rescue Department
Services to
City of Miami Springs

Calendar Year 2022 Department Highlights

During Calendar Year (CY) 2022, MDRF's 158 frontline rescue and fire suppression units were dispatched over 400,000 times to more than 277,000 emergencies. Of these, approximately 227,500 were medical emergencies, and MDRF transported more than 81,500 residents and visitors to South Florida hospitals. MDRF personnel responded to more than 27,800 fire-related incidents and nearly 22,000 other emergencies.

MDRF placed three new units in service in the past year. On April 4, 2022, Rescue 74 was placed into service and temporarily housed at Saga Bay Fire-Rescue Station 55, located at 21501 SW 87th Avenue in Cutler Bay, until the construction of Palmetto Bay South Fire-Rescue Station 74 is completed. This new unit will enhance service and reduce response times to the Village of Palmetto Bay, the Town of Cutler Bay and surrounding communities. On the same day, Rescue 13, which operates out of East Kendall Fire-Rescue Station 13 located at 6000 SW 87th Avenue, was also placed into service. Rescue 13 will improve emergency medical services to the Kendall area and other unincorporated areas of Southwest Miami-Dade County.



Rescue 13 placed in service at East Kendall Fire-Rescue Station 13.

Rescue 17 was placed into service on July 18, 2022. Rescue 17 operates out of Virginia Gardens Fire-Rescue Station 17, located at 7050 NW 36th Street, enhancing MDRF's service to the cities of Virginia Gardens and Doral, as well as adjacent communities.

The department also secured a New High-Axle Vehicle (HAV) dedicated to providing emergent and non-emergent response to areas adversely affected by flooding and/or high-water intrusion. The HAV is capable of safely transporting MDRF personnel and/or equipment through high-water environments, as well as rescuing persons who need to be rescued from a flood situation or medically transported to an appropriate facility.



MDRF crew surveying the community after extensive flooding in NE Miami-Dade County due to Tropical Storm Alex.

In 2022, members of MDRF's Urban Search and Rescue Team (US&R) Florida Task Force One (FL-TF1) were deployed in response to two hurricanes. Three team members were deployed to San Juan, Puerto Rico on September 19, 2022, to support local responders in the search and rescue activities after Hurricane Fiona made landfall as a Category 1 storm, which resulted in fierce winds impacts and widespread flooding. Less than two weeks later on September 28, 2022, a 96-member Type 1 team was deployed to Southwest Florida in the aftermath of Hurricane Ian, to assist those impacted by the devastating Category 4 hurricane. The Type I US&R Team specializes in 12 areas, including technical search, structural assessment and stabilization, advanced medical care including physicians and medical specialists, and hazardous materials mitigation. Additionally, MDRF sent two (2) four-member Engine Strike Teams, as well as 42 other departmental personnel, on nine missions, assisting with search and rescue, reconnaissance, needs assessments, and evacuations. MDRF Dispatchers were also deployed to assist in mitigating calls in Lee County, as were MDRF Fire Inspectors to assist with conducting damage assessments of fire stations, government buildings, and commercial properties impacted by the storm.



MDRF's FL-TF1 assists with rescue efforts following Hurricane Ian.



Miami-Dade Fire Rescue Department
Services to
City of Miami Springs

MDFR continues to recruit and develop new firefighters to keep pace with our ever-growing community. Throughout 2022, MDFR hired two (2) recruit classes totaling 92 new firefighters. Recruit Class #149 graduated 39 new firefighters at a ceremony held on August 5, 2022, at MDFR's Training Facility in Doral. Recruit Class #150, totaling 53 recruits, graduated in February 2023. Additionally, MDFR held Open Recruitment for the position of Firefighter from June 20 through July 11, 2022.



MDFR Recruit Class #149 graduates in August 2022 at MDFR Training Facility in Doral.

MDFR personnel strive to pursue excellence in the fire-rescue industry. In January 2022, MDFR Ocean Rescue lifeguards were awarded the 2021 "Beach Patrol of the Year" from the Florida Beach Patrol Chiefs Association, while in April 2022, a team of MDFR firefighter-paramedics won the gold medal at the 2022 JEMS (Journal of Emergency Medical Services) Games. Also in April 2022, MDFR's Media and Public Relations Bureau was awarded a Government Social Media Golden Post Award in the category of "Best Use of Social Media in an Emergency" for how the department shared accurate and timely information with the public during the catastrophic Surfside Building Collapse in June 2021. Additionally, on July 30, 2022, MDFR's Junior Cadets were one of ten teams to compete in the inaugural Florida Fire Chiefs' Association's Summer Gator Fire Games in Gainesville. MDFR's Junior Cadets won 13 awards, including a sweep of 1st, 2nd and 3rd place in the individual rapid dress competitions and were featured on the cover of Florida Fire Service Magazine's September 2022 issue.

From November 18 to 20, 2022, MDFR, in partnership with the North American Vehicle Rescue Association (NAVRA), hosted the Annual Florida Rescue Challenge at the MDFR Training Facility in Doral. This annual competition provides competing teams of first responders from across the USA, Canada, and Europe the opportunity to further improve their skills to better serve their communities. During the two-day challenge, rescue teams participated in real-life, team-based scenario training exercises designed to promote good team dynamics, improve communication, and increase vehicle extrication and rescue scene proficiency.

Community Engagement

MDFR personnel are individually committed and collectively exemplify our mission: **Always Ready, Proud to Serve**. Fulfilling our mission goes beyond the life-saving services delivered every day – it also includes providing essential fire and life safety education to the community offered by dedicated public education personnel and first responders within their respective service territories. Community education includes station open houses, truck demonstrations, and presentations to senior citizens and children, as well as local businesses, schools and non-profit organizations, with the goal of preventing medical and fire emergencies from occurring in the first place. In 2022, MDFR personnel participated in 3 community education events in Miami Springs, providing approximately 410 residents with life-saving education and resources.



MDFR's Community Affairs Bureau visits a local school for a truck demonstration.

MDFR's commitment to provide the highest quality service fosters an atmosphere of service excellence and constant improvement. Employees routinely "go the extra mile" for our customers. To this end, MDFR has been measuring the quality and effectiveness of our EMS service for the past 12 years. The survey (**Attachment I**) is sent to 20% of MDFR EMS patients monthly, allowing respondents to rate the quality of their experience between one (1) and five (5), with one being strongly dissatisfied and five being strongly satisfied. Unlike other survey instruments, MDFR does not take a "snapshot" of service at any one time, but rather follows-up a month after service is provided, giving the department a continuous vision of the community's opinion of its services. The survey also provides the respondent a section for comments.

From October 2021 through September 2022, 9% of patients (or 3,040 respondents) returned completed surveys yielding an overall score of **4.89**. Respondents rated MDFR's services as follows for each question.

- 1) MDFR responded to your needs in a timely manner: **4.90**
- 2) MDFR explained your treatment options to you: **4.82**
- 3) MDFR treated you in a professional manner: **4.93**
- 4) MDFR met your expectations when you requested assistance: **4.90**



Miami-Dade Fire Rescue Department
Services to
City of Miami Springs

During the same time period, **33** residents from the City of Miami Springs rated MDRF with an overall score of **4.88**, a **98%** satisfaction rate. Below are a few comments received from Miami Springs residents. A summary of all surveys received is presented in **Attachment II**. Names and addresses from Miami Springs residents have been redacted in accordance with Florida Statutes Chapter 119.

"We were treated with professionalism and compassion. Thank you to the Fire Department."

"The professional manner in which MDRF conducted themselves was, in a word, outstanding. One thousand thanks. May God bless you and keep you safe. Keep up the great work."

"I never thought I would need the help from paramedics and firefighters, but I did. The Miami Springs Station personnel were very respectful and treated me with kindness and dignity. I feel very comfortable being a Miami Springs resident and knowing these heroes are right around the corner."

Fire-Rescue Statistics and Resources

The City of Miami Springs, located in the central part of Miami-Dade County, spans an area of 3.50 square miles and is bordered by South Okeechobee Road to the north and east, the Village of Virginia Gardens and Miami International Airport to the south, and Northwest 67 Avenue to the west (**Attachment III**). The City incorporated in 1928 and has been part of the Miami-Dade Fire Rescue Service District since 1979 when its Fire Department merged with MDRF. Based on 2021 U.S. Census data, the City has a residential population of 13,497 with 5,245 households.

During calendar year 2022, MDRF responded to 2,214 emergency calls received from the City of Miami Springs. **Table I** depicts incident type and related response times for incidents MDRF responded to within the City during this time period.

Table I
MDRF Responses to the City of Miami Springs
Calendar Year 2022

Incident Type	2022	
	# of Incidents	MDRF Average Response Time*
Life Threatening	1,132	06:41
Non-Life Threatening	645	07:08
Structure and Other Fires	260	06:30
Other Emergency	177	06:46
Total	2,214	

*Incident and response time information was extracted from the Computer Aided Dispatch (CAD) system. Response times are represented in minutes and seconds.
Note: MDRF excludes false alarms from response time calculations for "Structure and Other Fire" incidents.

The City of Miami Springs is primarily served by MDRF's Miami Springs Station 35 which responded to 79% of the incidents in the City during 2022 as depicted in **Table II**.

Table II
MDRF Stations/Units responding into the City of Miami Springs
Calendar Year 2022

Responses Provided by Station:	2022	
	# of Incidents	%
Station 35 - Miami Springs	1,739	79%
Station 59 - MIA Northside	246	11%
Other Stations	229	10%
Total	2,214	100%

Within the City of Miami Springs, MDRF has one (1) station; one (1) rescue unit; and one (1) suppression unit which is an ALS Engine. As depicted on **Attachment III**, a total of eight (8) stations are within five and a half (5.5) miles of the City which house one (1) Battalion Chief; seven (7) rescues; seven (7) suppression units, including four (4) ALS Engines, one (1) of which is a Hazardous Materials (HazMat) Support unit, one (1) Basic Life Support (BLS) Engine, one (1) 70-foot ALS Platform which is a HazMat Support unit; and three (3) specialty units which are one (1) Airport Quick Response Vehicle, one (1) ARFF Foam Truck, and one (1) HazMat Support Unit (**Table III**). This exceeds the National Fire Protection Association (NFPA) recommended guideline for responding to both high and medium occupancies.

Table III
MDRF Stations within Five and a half Miles of the
City of Miami Springs

Station	Miles to City	Apparatus	Staffing
Station 35 - Miami Springs 201 Westward Drive	0.00	ALS Engine - 1	2 FF/PARA 2 FF/EMT
		Rescue - 1	3 FF/PARA
Station 59 - MIA - North 5680 NW 36 Street	0.20	70' ALS Platform (HazMat Support) - 1	2 FF/PARA 2 FF/EMT
		Airport Rescue FF Vehicle - 1	3 FF/EMT
		Quick Response Vehicle - 1	1 LT/1 FF
Station 17 - Virginia Gardens 7050 NW 36 Street	0.82	ALS Engine (HazMat Support) - 1	2 FF/PARA 2 FF/EMT
		Rescue - 1	3 FF/PARA
Station 2 - Model Cities 6460 NW 27 Avenue	2.87	BLS Engine - 1	4 FF/EMT
		Battalion Chief - 1	1 FF/PARA
		Rescue - 2	6 FF/PARA
Station 28 - Hialeah Gardens 8790 NW 103 Street	3.00	Rescue ALS (HazTox) - 1	3 FF/PARA
Station 45 - Doral 9710 NW 58 Street	3.12	ALS Engine - 1	2 FF/PARA 2 FF/EMT
		Hazardous Material Unit - 1	2 FF/EMT
Station 48 - Fontainebleau 8825 NW 18 Terrace	3.72	ALS Engine - 1	2 FF/PARA 2 FF/EMT
		Rescue - 1	3 FF/PARA
Station 7 - West Little River 9350 NW 22 Avenue	5.26	ALS Engine - 1	2 FF/PARA 2 FF/EMT
		Rescue - 1	3 FF/PARA

Note: FF/PARA = Firefighter Paramedic, FF/EMT = Firefighter Emergency Medical Technician



Miami-Dade Fire Rescue Department
Services to
City of Miami Springs



Miami Springs Fire-Rescue Station 35 serving the City of Miami Springs

MDFR's closest rescue unit is housed within the City of Miami Springs at MDFR Miami Springs Station 35. MDFR's next closest medical response unit is located 0.20 miles south of the City at MDFR MIA - North Station 59, which houses one 70-foot ALS Platform (HazMat Support).



MIA Northside Fire-Rescue Station 59 serving the City of Miami Springs

Within five and a half (5.5) miles of the City of Miami Springs, MDFR has 18 front-line response units, 14 of which are ALS units including seven (7) rescues, six (6) suppression units, and one (1) Battalion Chief. Daily there are 57 firefighters on duty, 34 which are certified paramedics assigned to these units.

Structure Fires

Based on structure and unit information provided by the Miami-Dade County Property Appraiser, the City of Miami Springs has 3,696 single-family and duplex units, 1,619 multi-family and condo units, and 286 commercial, industrial, and other structures. The majority of the commercial, industrial, and other units would require a high-hazard response to a structure fire incident in the City.

Based on MDFR's current dispatch protocol for high-hazard structure fires, the department would dispatch 46 firefighters, including five (5) suppression units, three (3) aerials (platform, ladder or aerial), three (3) rescues, three (3) Battalion Chiefs, and two (2) EMS Captains, surpassing NFPA's recommended response.

If MDFR determines that it is a working fire, the department would dispatch an additional Battalion Chief, Safety Officer, Air Truck, Command Van and Fire Investigator. The department also exceeds NFPA's recommended dispatch to a structure fire at a medium-hazard occupancy, to which MDFR would dispatch three (3) suppression units, two (2) aerials (platform, ladder or aerial), two (2) rescues, two (2) Battalion Chiefs, and an EMS Captain, totaling 29 firefighters. MDFR would dispatch additional support as noted to a working fire.

During 2022, MDFR dispatched 285 firefighters and 88 units to 29 structure fire incidents in the City of Miami Springs. For example, on January 22, 2022, MDFR dispatched 12 units equating 37 firefighters, four (4) Engines, one (1) Ladder, one (1) Platform, three (3) Rescues, one (1) Quick Response Vehicle and two (2) Battalion Chiefs to a reported fire at a hotel located at 5301 NW 36th Street.

Similarly, on August 7, 2022 MDFR dispatched 13 units, equating to 39 firefighters, five (5) Engines, one (1) Platform, four (4) Rescues, one (1) EMS Captain and two (2) Battalion Chiefs to a reported building on fire located at 5301 NW 36th Street.

Medical Emergencies

NFPA Standard 1710 sets guidelines for service response to Emergency Medical Services (EMS) and fire calls. ALS units should, 90 percent of the time, arrive at an incident within eight (8) minutes from the time an EMS call is received.

MDFR has 63 frontline rescue units, each staffed by three (3) State of Florida certified paramedics. MDFR offers patient transportation options. Patients with life-threatening emergencies will be transported to the closest appropriate medical facility within Miami-Dade or Broward County. MDFR will transport patients without life-threatening emergencies to the medical facility of their choice. MDFR also has EMS Captains who act as patient advocates in ensuring the timely transfer of patients to Miami-Dade and Broward County medical facilities.



Virginia Gardens Fire-Rescue Station 17 serving the City of Miami Springs



Miami-Dade Fire Rescue Department
Office of the Fire Chief
9300 N.W. 41st Street
Doral, Florida 33178-2414
T 786-331-5000 F 786-331-5101

miamidade.gov

Dear Valued Customer:

Recently, Miami-Dade Fire Rescue (MDFR) had the opportunity to serve you in your time of need. MDFR's mission is to protect people, property, and the environment by providing responsive professional and humanitarian fire-rescue services essential to public health, safety, and well-being. Our firefighter paramedics are dedicated to providing the best possible care to Miami-Dade County residents and visitors. To ensure we achieve our mission and continuously improve our service, we kindly ask for your opinion regarding your experience with MDFR. Please take a few minutes to complete the brief survey and return it in the enclosed postage-paid envelope.

Please visit us at www.miamidade.gov/mdfr/ to learn more about the specialized and diverse services offered by MDFR as well as answers to the most frequently asked questions regarding fire-rescue services.

As Fire Chief of Miami-Dade Fire Rescue, I thank you for taking the time to complete this survey. Your responses will ensure we continue to provide you the highest available level of care. As your fire-rescue department, we are Always Ready and Proud to Serve You.

Sincerely,

A handwritten signature in blue ink, appearing to read "Raied S. Jadallah".

Raied S. Jadallah, Fire Chief
Miami-Dade Fire Rescue Department

La traducción en español se encuentra en el reverso de esta carta.
Tanpri gade sou do lèt sa-a pou jwenn vèsyon Kreyòl la.



Miami-Dade Fire Rescue

Survey Encuesta Apercu

Directions: Please take a moment to answer this survey. Your responses will help MDRF improve services we provide to Miami-Dade County residents. Your identity will remain anonymous unless you provide your contact information at the bottom of this survey. The postage is paid; simply drop it in the mail. Thank You.

Instrucciones: Sírvase dedicar unos minutos para contestar esta encuesta. Sus respuestas ayudarán al Departamento de Bomberos y Rescate (MDRF, su sigla en inglés) a mejorar los servicios que proporcionan a los residentes del Condado de Miami-Dade. Su identidad permanecerá anónima, a no ser que usted provea sus datos personales para ser contactado. El porte de correos está pagado; solo tiene que poner la encuesta en el buzón. Gracias.

Direksyon: Tanpri pran yon ti moman pou reponn a sondaj sa a. Repons w yo va ede MDRF amelyore sèvis yap bay rezidan Konte Miami-Dade yo. Idantite w ap ret sekre anmwenske w bay enfomasyon pou kontakte w anba paj sondaj la. Si w ta vle repons w yo rete sekre sèlman dekolè etikèt ki gen adrès w a anba paj la. Mèsi.

1= Strongly Disagree	1= En total desacuerdo	1= Vreman Padako
2= Disagree	2= En desacuerdo	2= Padako
3= Neutral	3= Neutral	3= Neutre
4= Agree	4= En acuerdo	4= Dako
5= Strongly Agree	5= Muy de acuerdo	5= Totalman Dako

MDRF responded to your needs in a timely manner.
MDRF atendió sus necesidades a tiempo.
MDRF te reponn a bezwen w byen vit.

1 2 3 4 5

MDRF treated you in a professional manner.
MDRF lo trató de forma profesional.
MDRF te trete w avèk respè.

1 2 3 4 5

MDRF explained your treatment to you.
MDRF le explicó su tratamiento.
MDRF te espliké w tretman w yo.

1 2 3 4 5

MDRF met your expectations when you requested assistance.
MDRF llenó sus expectativas en el momento que usted solicitó asistencia.

MDRF pat desi w de sa w te atann deli lè w te mande asistans.

1 2 3 4 5

OPTIONAL/ OPCION / PREFERE

Name/nombre/nom _____

Address/dirección/adres _____

City/ciudad/vil _____ State/estado/eta _____ Zip/código postal/kòd postal _____

Phone/teléfono/telefon _____

email/correo electrónico/imel _____

Miami-Dade Fire Rescue
 Customer Feedback Surveys
 Emergency Medical Services Provided to the City of Miami Springs in Fiscal Year 2021-2022

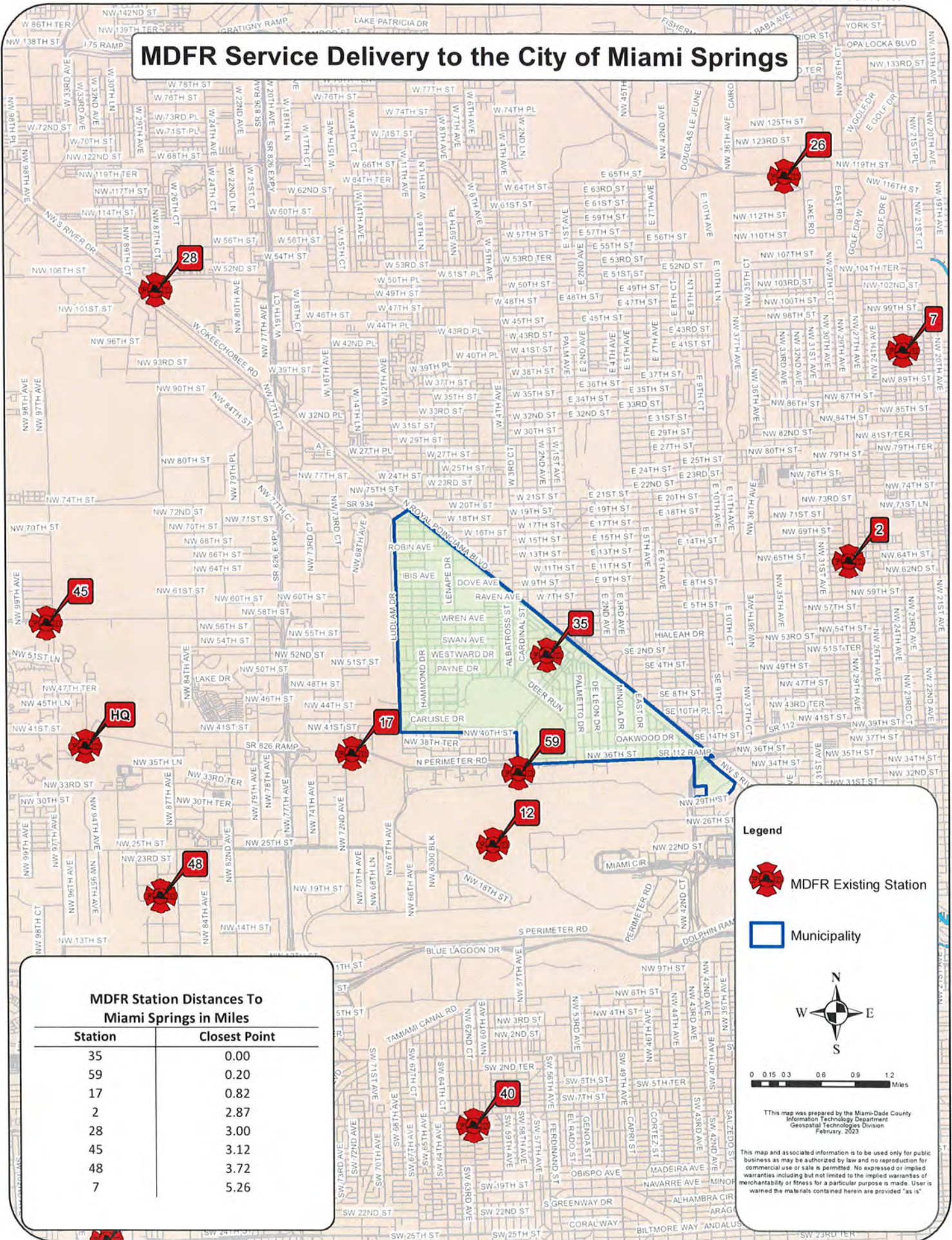
# of Surveys	Alarm #	Date of Service	Q1*	Q2*	Q3*	Q4*	Average	Comments
1	1237525	10/12/21	5	5	5	5	5.00	I don't know if this with TGKI or R-35. Either way they were phenomenal, super good.
2	1238997	10/14/21	5	5	5	5	5.00	I do not know if this incident regarded TCKI or R35. All I know is that both were phenomenal.
3	1245056	10/21/21	5	5	5	5	5.00	
4	1245045	10/21/21	5	5	5	5	5.00	Fortunately, I did not require additional services or hospitalization after vitals were checked and my status stabilized during the MDRF visit (about 20 minutes in length). I fainted while taking a hot shower my first after major surgery. I might have been dehydrated, felt light headed and drooled....could not respond to wife's questions, even when she was in front of me. I was checked by MDRF personnel, blood pressure came up to normal level and body temperature normalized too. Had plenty of water and they kept me going (talking, calming me and wife) and checked again. Patient, professional, confident in delivery. We appreciated their immediate attention when needed. Thank you so much.
5	1255695	11/03/21	5	5	5	5	5.00	We called a couple of times and the service that we got was perfect. Keep up the good work and God bless all of you!
6	1260133	11/09/21	5	5	5	5	5.00	Although I did not have direct contact with MDRF, they made a horrible situation a bit easier. My husband committed suicide. The detective at my request asked MDRF to approach my house out of my sight and to remove the body so that I could not see it. I will be forever grateful for their kindness.
7	1281024	12/04/21	4	5	5	5	4.75	I appreciate the opportunity to thank you. My intention was to send my thanks right after my injury, but I was not sure which station responded. Miami Springs or Virginia Gardens. So I did nothing. The road is paved with good intention. May you all continue your good work and know how much you are valued.
8	1282842	12/06/21	5	5	5	5	5.00	We were treated with professionalism and compassion. Thank you to the Fire Department.
9	1290997	12/16/21	5	5	5	5	5.00	
10	2004782	01/05/22	5	5	5	5	5.00	The team was very professional and helpful.
11	2007152	01/08/22	4	4	4	5	4.25	
12	2024847	01/28/22	5	4	4	5	4.75	
13	2030753	02/04/22	5	5	5	5	5.00	
14	2063810	03/16/22	5	5	5	5	5.00	
15	2071618	03/25/22	5	5	5	5	5.00	Rescue was here within minutes of my call. They were fantastic. They took the time to explain what was going on in a way that I could understand. They treated my husband with respect. When I met up with them once again at the hospital, I appreciated their concern and their well wishes for a speedy recovery.
16	2081466	04/05/22	5	5	5	5	5.00	
17	2088971	04/14/22	5	5	5	5	5.00	
18	2096538	04/23/22	5	5	5	5	5.00	I was very pleased with MDRF as they responded very quickly. Thanks to them I did not lose any of my fingers as the physicians said if I would have been there any longer I would have lost them. Very grateful!!! The gentlemen that arrived to help were also very quick to act and kept me laughing and in good spirits. Thank you!
19	2098685	04/26/22	5	5	5	5	5.00	
20	2104120	05/02/22	5	5	5	5	5.00	
21	2157532	07/01/22	5	5	5	5	5.00	
22	2165192	07/10/22	5	5	5	5	5.00	The responders were at my home quickly. Although there was not much they could do for my stomach pain, they took the time to listen to my complaints. Thank you!
23	2172997	07/19/22	5	5	5	5	5.00	
24	2174277	07/21/22	5	5	5	5	5.00	On 7/21/2022 I had an accident on 826. They arrived very quickly, took good care of me. Thank God it was nothing serious. They arrived before the police. Thank you.

Miami-Dade Fire Rescue
 Customer Feedback Surveys
 Emergency Medical Services Provided to the City of Miami Springs in Fiscal Year 2021-2022

# of Surveys	Alarm #	Date of Service	Q1*	Q2*	Q3*	Q4*	Average	Comments
25	2176589	07/23/22		5	5	5	5.00	Nice crew, showed compassion!
26	2183870	08/01/22		5	5	5	5.00	
27	2184836	08/02/22		5	5	5	5.00	
28	2190144	08/08/22		5	5	5	5.00	You are very important to us.
29	2199164	08/19/22		5	4	5	4.75	
30	2202313	08/23/22		3	4	3	3.50	
31	2216905	09/10/22		5	5	5	5.00	
32	2221596	09/15/22		4	4	4	4.00	The professional manner in which MDFR conducted themselves, was in a word, outstanding. 1,000 thanks. May God bless you and keep you safe. Keep up the great work.
33	2227935	09/23/22		5	5	5	5.00	I never thought I would need the help from paramedics and firefighters, but I did. The Miami Springs Station personnel were very respectful and treated me with kindness and dignity. I feel very comfortable being a Miami Springs resident and knowing these heroes are right around the corner. May god bless each and every one of you and always keep you safe. Thank you for all you do!!
						Average	4.88	

*Refer to Attachment I for questions.

MDFR Service Delivery to the City of Miami Springs



MDFR Station Distances To Miami Springs in Miles

Station	Closest Point
35	0.00
59	0.20
17	0.82
2	2.87
28	3.00
45	3.12
48	3.72
7	5.26

Legend

MDRF Existing Station

Municipality



This map was prepared by the Miami-Dade County Information Technology Department Geospatial Technologies Division February, 2023

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City of Miami Springs, Florida
City Council Meeting
Special Meeting Minutes
Monday, April 10, 2023 6:30 p.m.
Council Chambers at City Hall
201 Westward Drive, Miami Springs, Florida

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:30 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Bob Best

Councilman Walter Fajet, Ph.D.

Councilman George V. Lob

Councilwoman Jacky Bravo (Absent)

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Assistant City Manager Tammy Romero

Police Chief Armando Guzman

Public Works Director Lazaro Garaboa

Human Resources Director Bill Collins

- 2. Invocation:** Offered by Rev. Warnell Vickers
Salute to the Flag: The audience participated.

- 3. Resolution –** A Resolution Of The City Council Of The City Of Miami Springs Certifying And Declaring The Official Results Of The General And Special Elections Of The City Held On April 4, 2023; Providing For Implementation; And Providing For An Effective Date

City Attorney Haydee Sera read the resolution by title.

Councilman Lob moved to adopt the resolution as read. Vice Mayor Best seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilman Fajet, Councilman Lob and Mayor Mitchell voting Yes.

- 4. Administration of Oath of Office to City Officials**

Honorable Senator Bryan Avila administered the Oath of Office to Maria Mitchell for Mayor.

City Clerk Erika Gonzalez-Santamaria administered the Oath of Office to Vice Chair Jorge

Santin, Group I; Councilman Walter Fajet, Group III; and Sofia Vazquez administered the Oath of Office to Councilman Victor Vazquez, Group IV.

6. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:05 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 24th day of April, 2023.*

Maria Puente Mitchell, Mayor

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



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, April 10, 2023 at 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 7:10 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Jorge Santin

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez. Ph.D.

Councilwoman Jacky Bravo (Absent)

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Assistant City Manager Tammy Romero

Police Chief Armando Guzman

Public Works Director Lazaro Garaboa

Human Resources Director Bill Collins

- 2. Invocation:** Offered by Mayor Maria Mitchell

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

- 3. Agenda / Order of Business:**

Mayor Mitchell welcomed dignitaries in the audience, she recognized Senator Bryan Avila, Commissioner Kevin Cabrera, and School Board Member Danny Espino. Mayor Mitchell expressed her gratitude for there constant presence in the community is so valuable. She further presented each of them with an official seal of the City. Senator Avila, Commissioner Cabrera, and School Board Member Espino all expressed their gratitude for the recognition.

Mayor Mitchell also recognized Jose Fuentes and Max Losner of Becker, for their lobbying efforts on behalf of the City. Both Mr. Fuentes and Mr. Losner gave an update on the current session in Tallahassee and continues to put forth items that benefit the citizens of Miami Springs.

- 4. Awards & Presentations:**

A) Yard of the Month Award for April 2023 – 1105 Bluebird Avenue – The Blanco

Family

Mayor Mitchell announced the Yard of the Month for April. The Blanco Family were not available to receive the award. City Clerk Erika Gonzalez stated that she will get the award to the family.

5. Open Forum: The following members of the public addressed the City Council: No speakers at this time.

6. Approval of Council Minutes:

A) March 27, 2023 – Regular Meeting

Councilman Fajet moved to approve the minutes of March 27, 2023 Regular Meeting. Councilman Vazquez seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

7. Reports from Boards & Commissions:

A) Report by the Centennial Committee Chair Julia Arias

City Clerk Erika Gonzalez stated that Chair Arias will be attending a future meeting for an update.

8. Public Hearings: None.

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

A) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida Providing For The Third Amendment To The Fiscal Year 2022-23 General Fund Budget; And Providing For An Effective Date

Councilman Fajet moved to approve the Consent Agenda. Vice Mayor Santin seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

10. Old Business: None at this time.

11. New Business:

A) **Ordinance – First Reading** – An Ordinance Of The Mayor And Council Of The City Of Miami Springs, Florida, Comprehensively Updating And Amending Chapter 53 “Stormwater Utility Management Program” Of The City’s Code Of Ordinances, By Creating Division Ii, “Water Quality” Pertaining To Illicit Discharges And Connections, Erosion And Sediment Control, And Other Water Quality Regulations; Providing For Severability; Providing For Codification; Providing For Conflicts; And Providing For An

Effective Date

City Attorney Haydee Sera read the item and provided a background on the ordinance.

Councilman Vazquez moved to approve the Ordinance. Councilman Fajet seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

12. Other Business:

A) Appointment of Miami-Dade County League of Cities Director and Alternate for May 2023-24 session

It was the consensus of the City Council to nominate Councilman Victor Vazquez as the representing Director and Vice Mayor Santin as the alternate member for the upcoming 2023-2024 year.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera congratulated all members on their re-election and newly elected respectively. She thanked Councilman Lob for his service to fill the vacancy and to Councilman Best for his contribution and insightful thoughts on items throughout the years.

B) City Manager

City Manager William Alonso welcomed back the Council that were re-elected and congratulated the Council on a successful election. He expressed his gratitude to Councilman Best for his years of service. He also thanked Councilman Lob for his return each time the City needs him to serve. City Manager Alonso continued to explain that the annexation issue is still ongoing. He updated the City Council stating that the County sent out an annexation survey recently. He stated that in response to that survey, Commissioner Cabrera's office set up a meeting for tomorrow night to host the businesses in the proposed annexed area along with City representatives. The City Manager stated that he and the Mayor will be present to answer any questions the business owners may have. City Manager Alonso stated he will keep the City Council updated with any nuances.

C) City Council

Councilman Vazquez stated that he delated to be back on the dais. He thanked the residents of Miami Springs for voting him back in and said he will be serving all residents. He thanked Councilman Best for his service and contribution to the City for sixteen years and all that he does for the community. He looks forward to

working on the Bed Tax issue to support our Police Department, he stated that the Task Force recommendations to follow-up on prioritizing issues brought by the board, he is excited that Centennial Committee continues to meet, he also stated that the War Memorial renovations is also a priority to continue to preserve the memorial and its value to the community.

Councilman Fajet thanked Councilman Lob for his service and stepping in once again. He recognized Ralph Wakefield and Nancy Jones for their service to the community in the theater. He also thanked Councilman Best for his years of service and served admirably. He looks forward to working with the new Council.

Vice Mayor Santin thanked all the candidates in the election. He stated that he proud to be the newbie and thanked the resident that came out to vote and support our election. He thanked Councilman Best for his service to the City. He looks forward to creating a strategic plan for the City, to develop a plan for the future of our City.

Mayor Mitchell welcomed the City Council, and looks forward to working with the new and current members. She reminded the public that the River Cities Festival is this weekend, she encouraged the community to attend the opening ceremony on Friday, April 14th at 6:00 p.m. She requested that at the next meeting the City Council discuss having a workshop to discuss current projects, and prioritizing future projects.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:15 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 24th day of April, 2023.*

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.

1 ORDINANCE NO. 2023-_____

2 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE
3 CITY OF MIAMI SPRINGS, FLORIDA,
4 COMPREHENSIVELY UPDATING AND AMENDING
5 CHAPTER 53 “STORMWATER UTILITY MANAGEMENT
6 PROGRAM” OF THE CITY’S CODE OF ORDINANCES, BY
7 CREATING DIVISION II, “WATER QUALITY” PERTAINING
8 TO ILLICIT DISCHARGES AND CONNECTIONS, EROSION
9 AND SEDIMENT CONTROL, AND OTHER WATER
10 QUALITY REGULATIONS; PROVIDING FOR
11 SEVERABILITY; PROVIDING FOR CODIFICATION;
12 PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN
13 EFFECTIVE DATE.

14 **WHEREAS**, the City of Miami Springs, Florida (“City”) is committed to
15 environmental conscientiousness and is located along an interconnected system of
16 waters that provide habitat for fish and wildlife, opportunities for recreation, and an
17 enhanced quality of life; and

18 **WHEREAS**, the City has determined that illicit discharges to the stormwater
19 system result in the damage and loss of natural resources, including the degradation of
20 water quality; and

21 **WHEREAS**, discharge of pollutants directly or via stormwater runoff into the
22 surrounding waterways degrades water quality and poses a public health risk; and

23 **WHEREAS**, storm drains that overflow, or are not properly protected or
24 maintained, can permit an accumulation of pollutants to enter the stormwater system and
25 discharge into the City’s interconnected waterways; and

26 **WHEREAS**, as an operator of Municipal Separate Storm Sewer Systems (“MS4”)
27 and a co-permittee under the National Pollutant Discharge Elimination System (“NPDES”)
28 Permit No. FLS000003, the City is required to prohibit illicit discharges, illicit connections,
29 illegal dumping, improper disposal and spills into the stormwater system, and is required
30 to have the authority to enforce such prohibitions; and

31 **WHEREAS**, the City Council finds that this Ordinance is necessary for the
32 preservation and improvement of the environment, and in the best interest of the public
33 health, safety, and welfare of the City’s residents and visitors.

34 **NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND**
35 **COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

36 **Section 1. Recitals.** That each of the above recitals are true and correct and
37 incorporated herein by this reference.

38 **Section 2. Amending Chapter 53 of the City Code.** That Chapter 53 of the
39 code of ordinances of the City of Miami Springs, Florida, is hereby amended to read as
40 set forth in Exhibit A attached hereto and incorporated herein.

41 **Section 3. Severability.** That the provisions of this Ordinance are declared to
42 be severable and if any section, sentence, clause or phrase of this Ordinance shall for

43 any reason be held to be invalid or unconstitutional, such decision shall not affect the
44 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
45 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
46 notwithstanding the invalidity of any part.

47 **Section 4. Codification.** That it is the intention of the City Council and it is
48 hereby ordained that the provisions of this Ordinance shall become and be made a part
49 of the City’s Code of Ordinances, and that the sections of this Ordinance may be
50 renumbered or relettered to accomplish such intentions, and that the word Ordinance
51 shall be changed to Section or other appropriate word.

52 **Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or
53 parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

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

56 **PASSED ON FIRST READING** on the _____ day of _____, 2023,
57 on a motion made by _____ and seconded by _____.

58 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____
59 _____, 2023 on a motion made by _____ and seconded by _____. Upon
60 being put to a roll call vote, the vote was as follows:

- 61 Vice Mayor Jorge Santin _____
- 62 Councilmember Jacky Bravo _____
- 63 Councilmember Dr. Victor Vazquez, Ph.D. _____
- 64 Councilmember Dr. Walter Fajet, Ph.D. _____
- 65 Mayor Maria Puente Mitchell _____

66
67
68
69 _____
70 MARIA PUENTE MITCHELL, MAYOR

71 ATTEST:

72
73 _____
74 ERIKA GONZALEZ-SANTAMARIA, MMC
75 CITY CLERK

76
77 APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

78
79 _____
80
81 WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.
82 CITY ATTORNEY

Exhibit A¹

Chapter 53- Stormwater Utility Management Program

Division 1 – Stormwater Utility Management Program

* * *

Division 2. Water Quality

Sec. 53-101. Scope and purpose.

The purpose of this division is to safeguard persons, protect property, and prevent damage to the environment, surface waters, and Biscayne Bay through the regulation of non-stormwater discharges and pollutants into the municipal separate storm sewer system (MS4), Biscayne Bay, and surface waters, to the maximum extent practicable. This division will also promote the public welfare by guiding, regulating, and controlling the design, construction, use, and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth on land in the City.

This division shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

This division establishes methods for controlling the introduction of pollutants into the municipal separate sewer storm system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process, and otherwise assure the protection of the water quality of the City.

The objectives of this division are to regulate the contribution of pollutants to the MS4 by stormwater discharges by any user; to prohibit illicit connections and discharges to the MS4; and to establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this division.

Sec. 53-102. Findings and determinations.

It is hereby found, determined and declared, as follows:

- 1) As a means of complying with Federal and State-mandated goals and priorities relating to stormwater management, and to provide for the current and future needs of the City with respect to collection, control, and disposal of storm and other surface water within the geographical boundaries of the City, the City's existing system and all stormwater drainage facilities relating thereto presently owned and managed by the City, including but not limited to such storm sewers, drains, culverts, retention systems, detention basins, drainage wells, conduits, and appurtenant features, catch basins, outfall structures, equipment, and all appurtenances, whether man-made or natural, necessary, useful, or convenient shall be treated as a unified stormwater management system.
- 2) Any development affecting storm and surface water should be managed, regulated, and controlled under the unified management of a City-wide system for the purpose

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double strikethrough** and **double underline**.

121 of, among other things, reducing or controlling erosion, sedimentation and turbidity,
122 and other pollution of water, danger, and damage to life and property, and to protect
123 and encourage the use of natural and efficient man-made means to these ends.

124 3) During the construction process, soil is highly vulnerable to erosion by wind and water.
125 Eroded soil endangers water resources by reducing water quality and causing the
126 siltation of aquatic habitat for fish and other desirable species. Eroded soil also
127 necessitates repair of sewers and ditches and the dredging of lakes. In addition,
128 clearing and grading during construction cause the loss of native vegetation necessary
129 for terrestrial and aquatic habitat.

130 4) The operation of the system will serve a vital public purpose and promote the common
131 interests and provide for the health, safety, and welfare of the residents of the City.

132 5) Those elements of the system which provide for the collection, storage, treatment, and
133 conveyance of stormwater management are of benefit and provide value to all
134 properties within the City.

135 **Sec. 53-103. Definitions.**

136 The following words, terms, and phrases, when used in this division, shall have the
137 meanings ascribed to them in this section, except where the context clearly indicates a
138 different meaning. All terms not otherwise defined in this division shall have the meaning
139 ascribed to such terms in Section 53-03 of this chapter.

140 *Best management practices ("BMPs")* means schedules of activities, prohibition of
141 practices, general good housekeeping practices, pollution prevention and educational
142 practices, maintenance procedures, and/or other measures, practices, or devices that are
143 generally accepted within an industry as being effective to reduce erosion from occurring
144 on a disturbed site, prevent sedimentation from occurring on an adjacent property or
145 within a waterway, and/or prevent or reduce the discharge of pollutants directly or
146 indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also
147 include treatment practices, operating procedures, and practices to control site runoff,
148 spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

149 *Certified contractor* means a person who has received training and is licensed by the
150 Florida Department of Environmental Protection (FDEP) to inspect and maintain erosion
151 and sediment control practices.

152 *Clean Water Act* means the federal Water Pollution Control Act (33 U.S.C. § 1251 et
153 seq.), and any subsequent amendments thereto.

154 *Clearing* means any activity that removes vegetative surface cover.

155 *Construction* means the act of creating or maintaining stockpiles of soil or other
156 material which are erodible if exposed to water or wind and are capable of generating
157 dust; or developing or improving public or private land, including without limitation the
158 removal of surface cover, disturbance of soils, clearing, grubbing, grading, excavating
159 and/or demolition.

160 *Demolition* means the partial, substantial, or complete removal or destruction of any
161 structure, building or improvement.

162 Development or development activity means:

- 163 (i) The construction, installation, demolition, or removal of a structure;
164 (ii) Clearing, scraping, grubbing, killing or otherwise removing vegetation from a
165 site; and/or
166 (iii) Adding, removing, exposing, excavating, leveling, grading, digging, furrowing,
167 dumping, piling, dredging, or otherwise significantly disturbing soil, mud, sand,
168 or rock of a site.

169 Drainage way means any channel that conveys surface runoff throughout a site.

170 Environmentally sensitive area means landscape elements or places which are vital
171 to the long-term maintenance of biological diversity, soil, water, or other natural resources
172 whether on a specific site or in a regional context. These areas shall include, but not be
173 limited to, all wetlands, open water bodies, dunes, and beaches.

174 Erosion means the detachment, transport, and deposition of particulate matter by the
175 action of wind, water, or gravity.

176 Erosion control means a measure that prevents erosion.

177 Erosion and Sediment Control Plan means a set of plans prepared by or under the
178 direction of a licensed professional engineer indicating the specific measures and
179 sequencing to be used on a development site during and after construction for the control
180 of soil erosion, sedimentation of waters, release of pollutants into waterbodies or the MS4,
181 and runoff resulting from land-disturbing activity.

182 Exfiltration means a stormwater management procedure, which stores runoff in a
183 subsurface collection system and disposes of it by percolation into the surrounding soil.

184 Grading means any stripping, excavating, filling, stockpiling, or combination thereof,
185 including the land in its excavated or filled condition.

186 Hazardous materials means any material, including any substance, waste, or
187 combination thereof, which because of its quantity, concentration, or physical, chemical,
188 or infectious characteristics may cause, or significantly contribute to, a substantial present
189 or potential hazard to human health, safety, property, or the environment when improperly
190 treated, stored, transported, disposed of, or otherwise managed.

191 Illicit connection means either of the following:

- 192 (i) Any drain or conveyance, whether on the surface or subsurface, which allows
193 an illegal discharge to enter the MS4 including, but not limited to, any
194 conveyance that allows any non-storm water discharge, including sewage,
195 process wastewater, and wash water to enter the storm drain system and any
196 connections to the MS4 from indoor drains and sinks, regardless of whether said
197 drain or connection had been previously allowed, permitted, or approved by the
198 City; or
199 (ii) Any drain or conveyance connected from a commercial or industrial land use to
200 the MS4 which has not been documented in plans, maps, or equivalent records
201 and approved by the City.

202 Illicit or Illegal discharge means any direct or indirect non-storm water discharge to
203 the storm drain system, except as exempted by this division.

204 Industrial activity means activities subject to NPDES Industrial Permits as defined in
205 40 CFR, Section 122.26 (b)(14).

206 Land-disturbing activities means any activity which may result in soil erosion from
207 water or wind and the movement of sediments or pollutants into surface waters or lands,
208 or activity that may result in a change to the existing soil cover, including, but not limited
209 to, clearing, dredging, grading, excavating, transporting, demolition, and filling of land.

210 Municipal separate storm sewer system or MS4 means the conveyance or system of
211 conveyances that is owned and operated by the City of Miami Springs, and is designed
212 or used to collect or convey stormwater (e.g., storm drains, pipes, and/or ditches).

213 Non-structural controls means BMPs that include collecting trash and debris,
214 sweeping up nearby sidewalks and streets, maintaining equipment, and training site staff
215 on erosion and sediment control practices.

216 NPDES means the National Pollutant Discharge Elimination System.

217 National Pollutant Discharge Elimination System (NPDES) Permit means a permit
218 issued by the Environmental Protection Agency (EPA) or by the State of Florida
219 Department of Environmental Protection under authority delegated pursuant to 33 USC
220 § 1342(b) that authorizes the discharge of pollutants to waters of the State, whether the
221 permit is applicable on an individual, group, or general area-wide basis.

222 Non-Storm Water Discharge means any discharge to the storm drain system that is
223 not composed entirely of storm water.

224 Off-site sedimentation means the transport of sediment across boundaries of a land-
225 disturbing activity, resulting in deposition of such materials in any lake or natural
226 watercourse or on any land, public or private, not owned by the person responsible for
227 the land-disturbing activity.

228 Operator means any party that has:

229 (i) Operational control of construction project plans and specifications, including the
230 ability to make modifications to those plans and specifications; and/or

231 (ii) Day-to-day operational control of any activities that are necessary to ensure
232 compliance with an erosion and sediment control plan for the site or other permit
233 conditions imposed by the City.

234 Person means any natural person, association, business, club, corporation, limited
235 liability company, firm, partnership, limited partnership, organization, and/or any group of
236 people acting as an organized entity or recognized by law.

237 Perimeter control means a barrier that prevents sediment from leaving a site by
238 filtering sediment-laden runoff or diverting it to a sediment trap or basin.

239 Phasing means clearing a parcel of land in distinct phases, with the stabilization of
240 each phase completed before the clearing of the next.

241 Pollutant means anything that causes or contributes to pollution. Pollutants may
242 include, but are not limited to, chemicals, paints, varnishes, degreasers and solvents;
243 grease; antifreeze, oil and other automotive fluids or petroleum products; gasoline; diesel
244 fuel; non-hazardous and toxic or poisonous liquid and solid wastes; sanitary sewage;
245 heated water, chemically treated cooling water or other water; acids or alkalis; lawn
246 clippings, leaves, branches, or yard trash; animal carcasses; pet waste; dyes; laundry
247 waste or soaps; construction materials; pool water; effluent from boats, vessels, and other
248 recreational watercraft or recreational vehicles; refuse, rubbish, garbage, litter, sediment,
249 or other discarded or abandoned objects, and accumulations, so that the same may
250 cause or contribute to pollution; pesticides; herbicides; fertilizers; hazardous substances
251 and wastes; sewage; dissolved and particulate metals; animal wastes; wastes and
252 residues that result from constructing a building or structure; steam cleaning waste; filter
253 backwash water; silt; any groundwater containing phosphorous or nitrogen
254 concentrations greater than the surface water into which the groundwater is discharged;
255 solids in such quantities or of such size capable of causing interference or obstruction to
256 the flow in the City's stormwater system; any water that exceeds the state surface water
257 standards; and noxious or offensive matter of any kind.

258 Pollution means the contribution of pollutants to any land, the MS4, Biscayne Bay, or
259 surface waters.

260 Premises means any building, lot, parcel of land, or portion of land whether improved
261 or unimproved including adjacent sidewalks and parking strips.

262 Sediment means a solid material, whether organic or inorganic, that is in suspension,
263 is being transported, or has been moved from its site of origin by wind, water, or gravity
264 as a product of erosion.

265 Sediment control means measures that prevent eroded sediment from leaving the
266 site.

267 Sedimentation means the process by which sediment resulting from accelerated
268 erosion has been or is being transported off the site of the land-disturbing activity and
269 onto adjacent public or private property or into a waterbody.

270 Site means a parcel of land or a contiguous combination thereof, where grading work
271 is performed as a single unified operation.

272 Site development permit means a permit issued by the City for the construction or
273 alteration of ground improvements and structures for the control of erosion, runoff, and
274 grading.

275 Solid waste means and includes bulky waste, commercial refuse, garden trash, tree
276 and shrubbery, garbage, refuse, rubbish, special handling trash, trash, hazardous waste,
277 biohazardous waste, industrial waste, residential refuse, white goods, or other discarded
278 material, including solid, liquid, semisolid, or contained gaseous material, resulting from
279 domestic, industrial, commercial, mining, or agricultural operations.

280 Stabilization or stabilize means to establish groundcover sufficient and adequate to
281 prevent erosion; the use of practices that prevent exposed soil from eroding.

282 Start of construction means the first land-disturbing activity associated with a
283 development, including land preparation such as clearing, grading, and filling; installation
284 of streets and walkways; excavation for basements, footings, piers, or foundations;
285 erection of temporary forms; and installation of accessory buildings.

286 Storm Drainage System means publicly-owned facilities by which storm water is
287 collected and/or conveyed, including but not limited to any roads with drainage systems,
288 municipal streets, gutters curbs, inlets, piped storm drains, pumping facilities, retention
289 and detention basins, natural and human-made or altered drainage channels, reservoirs,
290 and other drainage structures.

291 Stormwater means the any surface flow, runoff, and drainage consisting entirely of
292 water from any form of natural precipitation, and resulting from such precipitation.

293 Stormwater pollution prevention plan ("SWPPP") means a written plan required for
294 construction projects proposing to disturb an area equal to or greater than one acre of
295 land, which identifies Best Management Practices, strategies, and activities to be
296 implemented to minimize stormwater runoff that will be generated by the project, identify
297 sources of pollution or contamination at a site, and identify the actions to eliminate or
298 reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or
299 receiving waters to the maximum extent practicable. The SWPPP shall be consistent with
300 the guidelines in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's
301 Manual published by the Florida Department of Environmental Protection.

302 Structural controls means structural BMPs such as silt fences, sedimentation ponds,
303 erosion control blankets, and temporary or permanent seeding.

304 Surface waters, or water(s), or waterway means waters on the surface of the earth,
305 contained in bounds created naturally or artificially, including the Atlantic Ocean, bays,
306 bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments, rivers, streams,
307 springs, creeks, branches, sloughs, tributaries, canals, ditches, and other watercourses.

308 Wastewater means any water or other liquid, other than uncontaminated storm water,
309 discharged from a facility.

310 Watercourse means any body of water, including, but not limited to lakes, ponds,
311 rivers, streams, and bodies of water delineated by the City.

312 Waterway means a channel that directs surface runoff to a watercourse or to the
313 public storm drain.

314 **Sec. 53-104. Private facilities.**

315 1) Property owners shall be responsible, in compliance with local law, for providing and
316 maintaining stormwater drainage facilities located on private property to collect and
317 dispose of stormwater on site where runoff will principally be collected within that
318 property. It shall be unlawful for any person to alter privately owned stormwater
319 drainage facilities without the prior approval of the City. The owner shall clean and
320 maintain the facility or channel, as required, to ensure efficient and proper operation
321 of the facility. The owner shall obtain the City's prior written approval for any proposed
322 changes or alterations to any private stormwater drainage facilities that, in the City's
323 sole discretion, as decided by the City Manager or his or her designee, may

324 substantially or adversely affect stormwater drainage in the property owner's area in
325 light of the requirements of this division and applicable law. No changes shall be
326 permitted by the City which will adversely affect the stormwater management system
327 in the area of the property.

328 2) The City may provide for inspection of private facilities to ascertain that the stormwater
329 facilities are functioning as designed and approved.

330 3) The owner of any stormwater drainage facility that connects directly or indirectly to the
331 City's stormwater management system shall maintain the facility to limit the peak
332 discharge and the quantity of runoff entering the City's stormwater management
333 system to that which was computed at the time the connection was authorized.

334 4) In any instance where existing property, land, buildings, or development negatively
335 impact adjacent properties, land, buildings, or residences by directing or causing to
336 be directed stormwater or runoff to the adjacent site, the City shall have the authority
337 to require said property to take corrective action as it deems appropriate to ameliorate
338 or otherwise mitigate said impact to the maximum extent practicable. Failure to
339 complete said corrective action within a reasonable time shall constitute a violation of
340 this division.

341 **Sec. 53-105. Requirements to prevent, control, and reduce stormwater pollutants**
342 **by the use of best management practices.**

343 1) The City has adopted Best Management Practices through its standard operating
344 procedures, which shall be required to be used for any activity, operation, or facility
345 which may cause or contribute to pollution or contamination of storm water, the storm
346 drain system, or waters of the State.

347 2) The property owner or operator of a commercial or industrial establishment shall
348 provide or establish, at the owner or operator's expense, reasonable protection or
349 safeguards from accidental discharge of prohibited materials or other wastes into the
350 MS4, Biscayne Bay, and/or surface waters, through the use of structural and non-
351 structural BMPs.

352 3) The property owner or operator responsible for a property that is or may be the source
353 of an illicit discharge may be required to implement, at the owner or operator's
354 expense, additional structural and non-structural BMPs to prevent the further
355 discharge of pollutants to the City's MS4.

356 4) Compliance with all terms and conditions of a valid NPDES permit authorizing the
357 discharge of stormwater associated with industrial activity, to the extent practicable,
358 shall be deemed compliance with the provisions of this section.

359 **Sec. 53-106. Authorization by development permit required prior to undertaking**
360 **development activity.**

361 1) Generally. No development activity may be undertaken unless the activity is
362 authorized by a development permit.

363 2) Prerequisites to issuance of development permit. A development permit may not be
364 issued unless the proposed development activity:

- 365 a) Is authorized by a final development order issued pursuant to this Division; and
366 b) Conforms to the *Miami-Dade County Public Works Manual, Standard Details*; the
367 *Miami-Dade County Water and Sewer Authority Department Manual of Standards*
368 *and Specifications*; and other county, state and federal regulations as may be
369 required and which are hereby adopted by reference.
- 370 3) Exceptions to requirement of a final development order. A development permit may
371 be issued for the following development activities in the absence of a final
372 development order issued pursuant to this division. Unless otherwise specifically
373 provided, the development activity shall conform to this division.
- 374 a) The construction or alteration of a one- or two-family dwelling on a lot in a valid
375 recorded subdivision approved prior to the adoption of this division. Compliance
376 with certain development standards in this division is not required if in conflict with
377 the previously approved plat.
- 378 b) The alteration of an existing building or structure so long as no change is made to
379 its gross floor area, its use, or the amount of impervious surface on the site, and
380 conforms to the standards provided for in this division.

381 **Sec. 53-107. Pollution control.**

- 382 1) Construction sites and construction activities.
- 383 a) Construction sites and operations shall be required to maintain, during and after
384 all construction, development, excavation, and/or alteration operations, structural
385 and non-structural, best management practices with the intent to reduce pollutants
386 and sediment in stormwater run-off.
- 387 b) Construction or construction operations over any existing or planned stormwater
388 management system, or any such operations causing interference with any
389 stormwater management system shall not be permitted.
- 390 c) A schedule of inspections for monitoring may be developed to be carried out during
391 and after the construction and operation phases as conditions to the permit to
392 determine and verify compliance with this section.
- 393 d) Any person subject to an industrial or construction activity NPDES stormwater
394 discharge permit shall comply with all provisions of such permit. Proof of
395 compliance may be required in a form acceptable to the Public Works Director or
396 his or her designee prior to allowing discharges to the municipal separate storm
397 sewer system.
- 398 2) Alterations or obstructions to stormwater management. Alterations or obstructions to
399 any stormwater management system, including pump stations, structural controls,
400 catch basins, culverts, wetlands, or swales shall be prohibited without prior written
401 approval of the City.
- 402 3) Herbicide, pesticide, fertilizer applications. Companies involved in the application of
403 herbicides, pesticides, fertilizers, or any regulated material shall be required to obtain
404 operating licenses, train their employees in the application of said materials with the
405 intent to minimize or prevent over application and spills; develop plans for spill

406 response and spill control of said materials, and comply with local and Miami-Dade
407 County regulations related to herbicides, pesticides, fertilizers, or any regulated
408 material.

409 4) Litter, littering material. The accumulation, placing, sweeping, scattering, throwing, or
410 dumping of litter, or littering material such as dead plants, yard clippings, stagnant
411 water, rubbish, debris, trash, including any wrecked, derelict, or partially dismantled
412 motor vehicle, trailer, boats, machinery, appliances, furniture or other similar division,
413 or any unsanitary, hazardous or significant material upon any surface area,
414 stormwater management system, or water body within the City is hereby prohibited.

415 **Sec. 53-108. Erosion and sediment control.**

416 1) Generally. Any person conducting a land-disturbing activity shall take all reasonable
417 measures to protect all public and private property from damage caused by such
418 activity, consistent with the requirements of this section. Additionally, any such person
419 shall be held responsible for knowing and abiding by the requirements of this section.

420 2) Erosion and Sediment Control Plan Required Prior to Building Permit; Exceptions.

421 a) In order to obtain a building permit for any land-disturbing activity, an
422 environmental plan review by the Building Department shall be required to ensure
423 the applicable Erosion and Sediment Control Plan is included in the plans as may
424 be required by this section. A review fee shall be assessed for any land-disturbing
425 activity with a valuation of \$250,000.00 or more, as determined by the Building
426 Official. The review fee shall be set forth in the City's Fee Schedule, which may be
427 amended from time to time by resolution of the City Council

428 i) Sites less than one acre. All construction work, including work in an area less
429 than one acre in size, that has the potential to impact the City's MS4, Biscayne
430 Bay, surface waters, and/or adjacent properties, is required to employ sediment
431 and erosion control measures that are in accordance with the Florida
432 Department of Environmental Protection ("FDEP") Florida Storm Water Erosion
433 and Sedimentation Control Inspector's Manual , latest revision, to maintain
434 water quality standards in accordance with Miami Dade County Department of
435 Environmental Resource Management ("DERM") standards and Florida
436 Administrative Code Chapter 62-302.

437 ii) Sites equal to or greater than one acre. All construction activity that results in
438 the disturbance of an area equal to or greater than one acre is required to obtain
439 coverage under the FDEP Generic Permit for Storm Water Discharge from
440 Large and Small Construction Activities (Construction Generic Permit ["CGP"]).
441 The notice of intent ("NOI"), any correspondence, the acknowledgement letter
442 granting coverage under the CGP, a copy of the CGP, SWPPP, and all
443 completed inspection forms and other documentation required by the CGP
444 shall be available at the site at all times and made available to the City Manager
445 or any other City official or inspector until land-disturbing activities have been
446 completed. The contractor shall always have at least one person on-site during
447 work activities who is certified through the Florida Stormwater, Erosion and
448 Sedimentation Control Inspector Training Program. All construction activity that

449 involves the alteration of surface water flows is required to obtain coverage
450 under the FDEP Environmental Resource Permit ("ERP").

451 b) A site development permit is not required for the following activities:

452 i) Any emergency activity that is immediately necessary for the protection of life,
453 property, or natural resources.

454 ii) Existing nursery and agricultural operations conducted as a permitted main or
455 accessory use.

456 3) Permit Applications.

457 a) Each permit application shall bear the name(s) and address(es) of the owner or
458 developer of the site, and of any consulting firm retained by the applicant together
459 with the name of the applicant's principal contact at such firm and shall be
460 accompanied by a filing fee. The fee shall be set forth in the City's Fee Schedule,
461 which may be amended from time to time by resolution of the City Council.

462 b) A Construction Site Erosion and Sediment Control Affidavit, in a form prescribed
463 by the City and signed by the property owner and certified contractor, shall be
464 submitted with a building permit application and shall acknowledge that any land
465 clearing, construction, or development involving the movement of earth shall be in
466 accordance with the Erosion and Sediment Control Plan, that a certified contractor
467 shall be on site on all days when construction or grading activity takes place, and
468 that the Erosion and Sediment Control Plan will be maintained for the duration of
469 the construction phase.

470 c) The applicant will be required to file with the City a faithful performance bond, letter
471 of credit, or other improvement security in an amount deemed sufficient by the
472 Building Official to cover all costs of improvements, landscaping, maintenance of
473 improvements for such period as specified by the City, and engineering and
474 inspection costs to cover the cost of failure or repair of improvements on the site.

475 4) Permit Review and Approval. The City, through its Director of Public Works and/or
476 Building Official, will review each application for a site development permit to
477 determine its conformance with the provisions of this division. Within 30 days after
478 receiving an application, the City, through its Director of Public Works and/or Building
479 Official, shall, in writing:

480 a) Approve the permit application;

481 b) Approve the permit application subject to such reasonable conditions as may be
482 necessary to secure substantially the objectives of this regulation, and issue the
483 permit subject to these conditions; or

484 c) Disapprove the permit application, indicating the reason(s) and procedure for
485 submitting a revised application and/or submission.

486 5) Erosion and Sediment Control Plan.

487 a) The Erosion and Sediment Control Plan shall include one or more of the following,
488 as applicable and as approved by the City through its Director of Public Works
489 and/or Building Official:

- 490 i) A sequence of construction of the development site, including stripping and
491 clearing; rough grading; construction of utilities, infrastructure, and buildings;
492 and final grading and landscaping. Sequencing shall identify the expected date
493 on which clearing will begin, the estimated duration of exposure of cleared
494 areas, areas of clearing, installation of temporary erosion and sediment control
495 measures, and establishment of permanent vegetation.
- 496 ii) All erosion and sediment control measures necessary to meet the objectives of
497 this division throughout all phases of construction and after completion of
498 development of the site. Depending upon the complexity of the project, the
499 drafting of immediate plans may be required at the close of each season.
- 500 iii) Seeding mixtures and rates, types of sod, method of seedbed preparation,
501 expected seeding dates, type and rate of lime and fertilizer application, and
502 kind and quality of mulching for both temporary and permanent vegetative
503 control measures.
- 504 iv) Provisions for maintenance and control facilities, including easements and
505 estimates of the cost of maintenance.
- 506 b) Modifications to the Erosion and Sediment Control Plan shall be processed and
507 approved or disapproved in the same manner as section 53-108(4) and shall
508 include:
- 509 i) Major amendments of the Erosion and Sediment Control Plan; and
510 ii) Field modifications of a minor nature.
- 511 c) Design Requirements.
- 512 i) Grading, erosion control practices, sediment control practices, and waterway
513 crossings shall meet the design criteria set forth in the most recent version of
514 FDEP's *Florida Stormwater, Erosion, and Sedimentation Control Inspectors*
515 *Manual*, and shall be adequate to prevent transportation of sediment from the
516 site.
- 517 ii) Clearing and grading of natural resources, such as forests and wetlands, shall
518 not be permitted, except when in compliance with all other chapters of this
519 Code. Clearing techniques that retain natural vegetation and drainage patterns,
520 as described in FDEP's *Florida Stormwater, Erosion, and Se dimentation*
521 *Control Inspectors Manual*, latest version shall be used.
- 522 iii) Clearing, except when necessary to establish sediment control devices, shall
523 not begin until all sediment control devices have been installed and have been
524 stabilized.
- 525 iv) Phasing shall be required on all sites disturbing greater than 30 acres, with the
526 size of each phase to be established at plan review and approved by the City
527 through its Director of Public Works and/or Building Official.
- 528 v) Erosion control requirements shall include one or more of the following, as
529 applicable and as approved by the City through its Director of Public Works
530 and/or Building Official:

- 531 (1) Soil stabilization shall be completed within five days of clearing or inactivity
532 in construction.
- 533 (2) If seeding or another vegetative erosion control method is used, it shall
534 become established within four weeks or within such other time frame as
535 may be approved by the City. If the seeding or other vegetative erosion
536 control method does not become established, the City through its Director
537 of Public Works and/or Building Official may require the site to be reseeded
538 or a nonvegetative option employed.
- 539 (3) Special techniques that meet the design criteria outlined in FDEP's *Florida*
540 *Stormwater, Erosion, and Sedimentation Control Inspectors Manual*, latest
541 version, on steep slopes or in drainage ways shall be used to ensure
542 stabilization.
- 543 (4) All disturbed areas of the site shall be vegetated or otherwise temporarily
544 stabilized until construction completion
- 545 (5) Soil stockpiles must be stabilized or covered at the end of each workday.
- 546 (6) The entire site must be stabilized, using heavy mulch layer or another
547 method that does not require germination to control erosion, at the close of
548 the construction season.
- 549 (7) Techniques shall be employed to prevent the blowing of dust or sediment
550 from the site.
- 551 (8) Controlling dust on paved roadways will be done by use of a sweeper with
552 water-jet sprayers. Only enough water should be applied to control dust
553 while sweeping. Sprayers shall not generate runoff into catch basins.
- 554 (9) Techniques that divert upland runoff past disturbed slopes shall be
555 employed.
- 556 vi) Sediment control requirements shall include:
- 557 (1) Sediment traps and perimeter controls.
- 558 (2) Basins that are designed in a manner that allows adaptation to provide long
559 term stormwater management, if required by the City through its Building
560 Official and/or Director of Public Works.
- 561 (3) Protection for adjacent properties by the use of a vegetated buffer strip in
562 combination with perimeter controls.
- 563 vii) Waterway and watercourse protection requirements shall include:
- 564 (1) A temporary stream crossing installed and approved by the City through its
565 Building Official and/or Director of Public Works if a wet watercourse will be
566 crossed regularly during construction.
- 567 (2) Stabilization of the watercourse channel before, during, and after any in-
568 channel work.

- 569 (3) All on-site stormwater conveyance channels designed according to the
570 criteria outlined in the [Miami-Dade County Public Works Manual, Standard](#)
571 [Details](#).
- 572 (4) Stabilization adequate to prevent erosion located at the outlets of all pipes
573 and paved channels.
- 574 viii) Construction site access and sediment control requirements shall include one
575 or more of the following, as applicable and as approved by the City through its
576 Director of Public Works and/or Building Official:
- 577 (1) A temporary access road provided at all sites.
- 578 (2) Construction entrance(s) shall be stabilized wherever traffic will be leaving
579 a construction site and traveling on paved roads or other paved areas within
580 the site that is open to the public.
- 581 (3) Any sediment that is tracked onto road pavement shall be removed
582 immediately (prior to the end of each workday).
- 583 (4) Pavement shall not be cleaned by washing/flushing street unless proper
584 drain protection is in place to prevent discharges into the MS4.
- 585 (5) All sediments/soils shall remain on site.
- 586 (6) Perimeter protection, including a staked silt fence where applicable, is
587 required for all development or redevelopment activities.
- 588 (7) Catch basin inserts are to be used to prevent sediments from entering
589 drainage system. Inserts are to be inspected and cleaned weekly and after
590 each rainfall event.
- 591 (8) If a water truck is used to control dust on dirt/graded areas only, the water
592 truck will only drop enough water to control the dust or reach the optimum
593 moisture content of the soil for compaction. No run-off is to be generated.
- 594 (9) Controlling dust on paved roadways will be done by use of a sweeper with
595 water-jet sprayers. Only enough water should be applied to control dust
596 while sweeping. Sprayers shall not generate runoff into catch basins.
- 597 (10) Sediment/soil erosion entering the right-of-way, adjacent private
598 property, or waterbody shall be prohibited.
- 599 (11) Sediment/soil erosion from uplands into environmentally sensitive
600 areas shall be prohibited.
- 601 (12) Dumping or piling vegetative debris or clippings in right-of-way or
602 environmentally sensitive areas shall be prohibited.
- 603 (13) Tracking sediment or soil onto a roadway shall be prohibited
- 604 (14) Floating turbidity curtains labeled with the name of the contractor
605 shall be required for construction or development activities occurring in or
606 adjacent to a waterway, or that may cause sedimentation of the adjacent
607 waterway.

608 (15) Other measures required by the City through its Building official
609 and/or Director of Public Works in order to ensure that sediment is not
610 tracked onto public streets by construction vehicles or washed into storm
611 drains.

612 6) Inspections.

613 a) The City, through its Building official and/or Director of Public Works, shall make
614 inspections as hereinafter required and shall approve the portion of the work
615 completed or shall notify the permittee wherein the work fails to comply with the
616 Erosion and Sediment Control Plan as approved. Plans for grading, stripping,
617 excavating, and filling work bearing the stamp of approval of the City through its
618 Building official and/or Director of Public Works shall be maintained at the site
619 during the progress of the work. To obtain inspections, the permittee shall notify
620 the City's Building Department at least two business days before the following:

- 621 i) Start of construction;
- 622 ii) Completion of site clearing; and
- 623 iii) Completion of final construction.

624 b) The City or its designated agent shall make regular inspections of all control
625 measures in accordance with the inspection schedule outlined in the approved
626 Erosion and Sediment Control Plan. The purpose of such inspections will be to
627 determine the overall effectiveness of the control plan and the need for additional
628 control measures. All inspections shall be documented in written form and
629 submitted to the Director of Public Works at the time interval specified in the
630 approved permit.

631 c) The City Manager or his or her designee and/or a Code Inspector shall enter the
632 property of the applicant as deemed necessary to make regular inspections to
633 ensure the validity of the reports filed under this section.

634 7) Enforcement.

635 a) Stop-Work Order; Revocation of Permit. In the event that any person holding a
636 site development permit pursuant to this section violates the terms of the permit or
637 implements site development in such a manner as to materially or adversely affect
638 the health, welfare, or safety of persons residing or working in the neighborhood
639 or development site so as to be materially detrimental to the public welfare or
640 injurious to property or improvements in the neighborhood, the City's Director of
641 Public Works, Building Official, or Manager may suspend or revoke the site
642 development permit. This remedy is supplemental to the remedies provided in
643 section 53-116.

644 **Sec. 53-109. Illicit discharges and connections; Suspension of access to the**
645 **municipal separate storm sewer system**

646 1) Illicit Discharges Prohibited.

647 a) No person shall discharge or cause to be discharged into the municipal storm drain
648 system or watercourses any materials, including but not limited to pollutants or

649 waters containing any pollutants that cause or contribute to a violation of applicable
650 water quality standards, other than storm water.

651 b) Prohibited illicit discharges shall require spill response, spill control, and spill clean-
652 up by the property owner and responsible party as designated and prescribed by
653 the City.

654 2) Illicit Discharge Exemptions. The following activities shall be exempt from the
655 requirements of this section, but only to the extent that the discharge meets state
656 water quality standards, and does not significantly contribute pollutants into the MS4,
657 as determined by the City, through its Building Official and/or Director of Public Works:

658 a) Water line flushing;

659 b) Landscape irrigation;

660 c) Diverted stream flows;

661 d) Rising ground waters;

662 e) Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)) to
663 separate storm sewers;

664 f) Uncontaminated pumped ground water;

665 g) Discharges from potable water sources;

666 h) Foundation drains;

667 i) Air conditioning condensate;

668 j) Irrigation water;

669 k) Springs;

670 l) Water from crawl space pumps;

671 m) Footing drains;

672 n) Lawn watering;

673 o) Individual residential (i.e., non-commercial) car washing;

674 p) Flows from riparian habitats and wetlands;

675 q) Dechlorinated swimming pool discharges;

676 r) Street wash waters;

677 s) Discharges or flows from emergency firefighting activities;

678 t) Reclaimed water line flushing authorized pursuant to a permit issued under the
679 authority of Rule 62-610, Florida Administrative Code;

680 u) Flows from uncontaminated roof drains; and

681 v) Dye testing after obtaining approval in writing from the City prior to the time of the
682 test.

683 3) Illicit Connections Prohibited.

684 a) The construction, establishment, use, maintenance, or continued existence of illicit
685 connections, whether direct or indirect, to the storm drain system is prohibited. This
686 prohibition expressly includes, without limitation, illicit connections made in the
687 past, regardless of whether the connection was permissible under law or practices
688 applicable or prevailing at the time of connection.

689 b) A violation of this section occurs if a person connects a line conveying sewage to
690 the MS4 or allows such a connection to continue.

691 4) Suspension and Termination of Access to MS4.

692 a) Suspension due to illicit discharges in emergency situations. The City, without prior
693 notice, may suspend any person's access to the MS4 in order to stop an actual or
694 threatened discharge which presents or may present imminent and substantial
695 danger to the environment, or to the health or welfare of persons, or to the MS4,
696 Biscayne Bay, or surface waters. If the violator fails to comply with a suspension
697 order issued in an emergency, the City may take such steps as deemed necessary
698 to prevent or minimize damage to the MS4 or Waters of the State, or to minimize
699 danger to persons.

700 b) Termination due to detection of illicit discharge. Any person discharging into the
701 MS4 in violation of this division may have their MS4 access terminated if such
702 termination would abate or reduce an illicit discharge. The City will notify a violator
703 of the proposed termination of its MS4 access. The violator may petition the City
704 for a reconsideration and hearing. The City's Public Works Director shall, within 30
705 days of receipt of a petition for reconsideration, review the petition, in consultation
706 with the City's Building Official, and render a decision either granting the petition
707 and ceasing the termination, or denying the petition and upholding the termination.

708 c) A violation of this section shall be deemed to have occurred if the person reinstates
709 MS4 access to premises terminated pursuant to this section without the City's prior
710 approval.

711 **Sec. 53.110. Stormwater inspections and monitoring procedures.**

712 To the fullest extent allowed by law, the City may enter all structures and premises to
713 perform inspections, surveillance, and monitoring procedures, within reasonable hours,
714 of said structures or premises, and shall have free access to copying or reviewing
715 pertinent records of a facility, system, or premises in order to ascertain the state of
716 compliance with the laws, rules, and regulations of the City, as outlined in this division.

717 (1) The compliance personnel of the City shall be provided with official identification and
718 shall exhibit such identification when making inspections.

719 (2) The owner, operator, lessee, occupant, or person in charge of the structure or
720 premises shall give the inspecting officer free access to the structure or premises for
721 the purpose of making such inspections without hampering, obstructing, or interfering
722 with such inspection.

723 **Sec. 53-111. Monitoring of Stormwater Discharges Associated with Industrial**
724 **Activity.**

- 725 1) Applicability. This section applies to all properties that have stormwater discharges
726 associated with industrial activity, including construction activity.
- 727 2) Access to Properties.
- 728 a) The City shall be permitted to enter and inspect properties subject to regulation
729 under this division as often as may be necessary to determine compliance with this
730 division. If a discharger has security measures in force which require proper
731 identification and clearance before entry into its premises, the discharger shall
732 make the necessary arrangements to allow access to City representatives.
- 733 b) Operators shall allow the City ready access to all parts of the premises for the
734 purposes of inspection, sampling, examination and copying of records that must
735 be kept under the conditions of an NPDES permit to discharge stormwater, and
736 the performance of any additional duties as defined by state and federal law.
- 737 c) The City shall have the right to set up on any permitted property such devices as
738 are necessary in the opinion of the City to conduct monitoring and/or sampling of
739 the property's stormwater discharge.
- 740 d) The City has the right to require the discharger to install monitoring equipment as
741 necessary. The property's sampling and monitoring equipment shall be
742 maintained at all times in a safe and proper operating condition by the discharger
743 at its own expense. All devices used to measure stormwater flow and quality shall
744 be calibrated to ensure their accuracy.
- 745 e) Any temporary or permanent obstruction to safe and easy access to the property's
746 to be inspected and/or sampled shall be promptly removed by the operator at the
747 written or oral request of the City and shall not be replaced. The costs of clearing
748 such access shall be borne by the operator.
- 749 f) Unreasonable delays in allowing the City access to a permitted property's is a
750 violation of a stormwater discharge permit and of this division. A person who is
751 the operator of a property's with a NPDES permit to discharge stormwater
752 associated with industrial activity commits a violation of this section if the person
753 denies the City reasonable access to the permitted property's for the purpose of
754 conducting any activity authorized or required by this division.
- 755 g) If the City has been refused access to any part of the premises from which
756 stormwater is discharged, and is able to demonstrate reason to believe that a
757 condition of nonconformity exists with respect to the particular place, dwelling,
758 structure, or premises, which condition would constitute a violation of this division,
759 or that there is a need to inspect and/or sample as part of a routine inspection and
760 sampling program designed to verify compliance with this division or any order
761 issued hereunder, or to protect the overall public health, safety and welfare of the
762 community, then the City may seek issuance of an inspection warrant from a court
763 of competent jurisdiction.

764 **Sec. 53-112. Watercourse Protection.**

765 Every person owning property through which a watercourse passes, or such person's
766 lessee, shall keep and maintain that part of the watercourse within the property free of

767 trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate,
768 or significantly retard the flow of water through the watercourse. In addition, the owner or
769 lessee shall maintain existing privately owned structures within or adjacent to a
770 watercourse, so that such structures will not become a hazard to the use, function, or
771 physical integrity of the watercourse.

772 **Sec. 53.113. Notification of Spills; Reporting of Illicit Discharges.**

773 Notwithstanding other requirements of law, as soon as any person responsible for a
774 facility or operation, or responsible for emergency response for a facility or operation has
775 information of any known or suspected release of materials which are resulting or may
776 result in illegal discharges or pollutants discharging into storm water, the storm drain
777 system, or water of the U.S., said person shall take all necessary steps to ensure the
778 discovery, containment, and cleanup of such release. In the event of a release of
779 hazardous materials, said person shall immediately notify the State Warning Point of the
780 Florida Department of Environmental Protection and the City's Public Works Department.
781 In the event of a release of non-hazardous materials, said person shall notify the City in
782 person or by phone or email no later than the next business day. Notifications in person
783 or by phone shall be confirmed by written notice addressed and mailed to the City within
784 three business days of the phone notice. If the discharge of prohibited materials emanates
785 from a commercial or industrial establishment, the owner or operator of such
786 establishment shall also retain an on-site written record of the discharge and the actions
787 taken to prevent its recurrence. Such records shall be retained for at least three years.

788 **Sec. 53.114. Determination of compliance or non-compliance.**

789 The City Manager or his or her designee shall have the authority to determine the
790 compliance or non-compliance with this division of a stormwater management system or
791 non-stormwater discharge to a stormwater management system, body of water, or
792 surface area; based on investigation, surveillance, monitoring, sampling, testing, and/or
793 sound engineering and operational evaluations.

794 **Sec. 53.115. Violations; Assessment of penalty for non-compliance.**

- 795 1) Penalties for violations of the provisions of this division shall be enforced through
796 sections 32-60 through and including 32-72 of the City Code. Fines shall be in the
797 amounts prescribed in section 32-67. Each and every day on which such person
798 continues to violate the provisions of this division after having been notified of such
799 violation shall constitute a separate offense. The City Manager or designee may bring
800 any violation of the provisions of this division before the Special Magistrate for a
801 determination as to whether the violation is irreparable or irreversible in nature. Upon
802 a finding by the Special Magistrate that a violation of this division is irreparable or
803 irreversible in nature, the Special Magistrate shall impose a fine of up to \$5,000 in
804 accordance with section 32-67 of the City Code and section 162.09(2), Florida
805 Statutes.
- 806 2) Upon determination of a violation of this division, the violator shall bear all costs
807 incurred for clean-up, enforcement action, and remediation.

- 808 3) The City may order the correction of any unsafe, nonconforming or unauthorized
809 condition which is in violation of any provision of this division. The City may also order
810 the discontinuance of any activity causing such condition.
- 811 4) Any person responsible for pollutant discharge into any body of water or stormwater
812 systems, and who fails to correct any prohibited condition or discontinue any
813 prohibited activity at the City's request, shall be responsible to pay the necessary
814 expenses incurred by the City in carrying out the pollution abatement, including any
815 expenses incurred in testing, measuring, sampling, collecting, removing, containing,
816 treating, and disposing of the pollutant materials.
- 817 5) If abatement of a violation and/or restoration of affected property is required, the notice
818 shall set forth a deadline within which such remediation or restoration must be
819 completed. Said notice shall further advise that, should the violator fail to remediate
820 or restore within the established deadline, the work will be done by the City or a
821 contractor and the expense thereof shall be charged to the violator.
- 822 6) Cost of Abatement of the Violation. The owner of the property will be notified of the
823 cost of abatement, including administrative costs. If the amount due is not paid within
824 10 days after notice of the cost of abatement, the charges shall become a special
825 assessment against the property and shall constitute a lien on the property for the
826 amount of the assessment. The costs shall be paid in not more than 12 equal
827 payments. Interest shall be assessed in accordance with and at the rate set forth in
828 section 170.09, Florida Statutes.
- 829 7) Violations Deemed a Public Nuisance. In addition to the enforcement processes and
830 penalties provided herein, any condition caused or permitted to exist in violation of
831 any of the provisions of this division is a threat to public health, safety, and welfare,
832 and is declared and deemed a nuisance, pursuant to section 823.01, Florida Statutes,
833 and thereby constitutes a second degree misdemeanor punishable by a \$500 fine
834 pursuant to section 775.083(1)(e), Florida Statutes. The nuisance may be summarily
835 abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or
836 otherwise compel the cessation of such nuisance may be taken.
- 837 8) In addition to the remedies set forth in this division, the City may, immediately upon
838 discovering an ongoing or potential discharge of pollutants into the City's bodies of
839 water or stormwater system in violation of this division, seek relief in any court of
840 competent jurisdiction for a temporary restraining order or temporary or permanent
841 injunction to halt or prohibit such discharge. Prior to the filing of such judicial action,
842 the City shall attempt to notify the offender of the City's intention to file such action,
843 but such notification shall not be a condition precedent to the City's action for and
844 obtaining such or other relief.
- 845 9) The remedies and penalties provided in this section are not exclusive and the City
846 may seek whatever other remedies are authorized by statute, at law, or in equity,
847 against any person who violates the provisions of this division.

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, DECLARING THE CITY MANAGER, FINANCE DIRECTOR, AND CHIEF OF POLICE AS AUTHORIZED SIGNATORIES FOR THE CITY'S AMERANT BANK, N.A. BANK, SAVINGS, AND TRUST ACCOUNTS; AUTHORIZING AMERANT BANK, N.A. TO ACCEPT EITHER TWO MANUAL SIGNATURES OR TWO FACSIMILE SIGNATURES FROM ANY COMBINATION OF THE CITY'S AUTHORIZED SIGNATORIES FOR THE CITY'S BANK, SAVINGS, AND TRUST ACCOUNTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 26, 2022, the City of Miami Springs (the "City") Council adopted a resolution selecting Amerant Bank, N.A. ("Amerant") for the City's banking services and approving a treasury management master agreement with Amerant relating to the City's Amerant bank, savings, and trust accounts (the "Accounts"); and

WHEREAS, the City is required to designate authorized signatories for all of the Accounts; and

WHEREAS, on October 24, 2022, the City Council adopted Resolution No. 2022-4046, designating City Manager William Alonso, Controller Moira Ramos, and Chief of Police Armando Guzman as authorized signatories for the Accounts; and

WHEREAS, the City Council has received notice of the current City Manager's retirement, effective May 31, 2023 and is aware that the City experiences personnel changes from time to time; and

WHEREAS, the City Council has determined that it is in the best interests of the City to supersede Resolution No. 2022-4046 and designate and authorize Amerant to accept either two manual signatures or two facsimile signatures from any combination of the City Manager, Chief of Police, or Finance Director for the Accounts; 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. Declaration of Authorized Signatories. That the City Council hereby declares the following individuals as authorized signatories for the Accounts:

- a. City Manager,
- b. Chief of Police, and
- c. Finance Director.

Section 3. Authorization. That the City Council hereby authorizes Amerant to honor any combination of either two facsimile signatures or two manual signatures for the Accounts from the City Manager, Chief of Police, or Finance Director.

Section 4. Implementation. That the City Manager is authorized to execute any required documentation or take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. Conflicts. All Resolutions, or parts of Resolutions, in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Vice Mayor Jorge Santin	_____
Councilmember Jacky Bravo	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 24th day of April, 2023.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE ISSUANCE OF A TAXABLE CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2023, OF THE CITY OF MIAMI SPRINGS, FLORIDA, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,800,000 FOR THE PURPOSE OF FINANCING THE MIAMI SPRINGS GOLF & COUNTRY CLUB GOLF COURSE REVITALIZATION PROJECT; AWARDING THE SALE OF THE NOTE TO SOUTHSTATE BANK, N.A.; PROVIDING FOR SECURITY FOR THE NOTE; PROVIDING OTHER PROVISIONS RELATING TO THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 16, 2023, the City of Miami Springs (the “City”) issued Request for Proposals No. 05-22/23 “Bank Financing for Capital Improvement Revenue Note” (the “RFP”) to obtain proposals for financing the Miami Springs Golf & Country Club Golf Course Revitalization Project (the “Project”); and

WHEREAS, the Project has been designed to address improvements to the putting greens to United States Golf Association (USGA) recommendations; create chipping greens; design short courses between the practice range and #10; create additional tees; improve playability to encourage more women, children, seniors, and families; improve bunkers; reshape some of the fairways; re-grass; and add landscape design features throughout the entire course; and

WHEREAS, although 25 banks and financial institutions were provided a copy of the RFP, no proposals were received by the deadline and the City cancelled the RFP; and

WHEREAS, the City then requested and received proposals from Amerant Bank, N.A., City National Bank of Florida, and SouthState Bank, N.A.; and

WHEREAS, upon review of the proposals, the City Manager determined that SouthState Bank, N.A.’s proposal was in the best interest of the City; and

WHEREAS, at its meeting held on March 27, 2023 the Council determined to accept the proposal from SouthState Bank, N.A. (the “Bank”) to purchase a note to be issued for a term of fifteen years at a fixed interest rate of 6.00% per annum (the

“Proposal”); and

WHEREAS, based on the need to issue the note upon the most favorable market conditions, the Council has determined that it is necessary and advisable and in the best interest of the City and its citizens to accept the Proposal from the Bank to purchase the note through a negotiated private placement; and

WHEREAS, the Council desires to set forth the details of the note in this Resolution,

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

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing recitals are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. AUTHORIZATION OF NOTE: Pursuant to the provisions of this Resolution, a revenue note of the City to be designated “City of Miami Springs, Florida Taxable Capital Improvement Revenue Note, Series 2023” (the “Note”), is hereby authorized to be issued in a principal amount of \$3,800,000 for the purpose of financing the costs of the Project and paying costs of issuance of the Note.

SECTION 3. TERMS OF THE NOTE:

(a) **General Provisions.** The Note shall be issued in fully registered form without coupons. The principal of and interest on the Note shall be payable when due in lawful money of the United States of America by wire transfer or other electronic means on or prior to the date due to the registered owner of the Note (“Owner”) or its legal representative at the address of the Owner as it appear on the registration books of the City. Payments shall be made in immediately available funds by no later than 2:00 p.m., Eastern time, on the dates due, free and clear of any defenses, set-offs, counterclaims, or withholdings or deductions for taxes. No presentment of the Note shall be required for any payment except upon final maturity. If any payment required to be made hereunder is not paid within ten (10) days of the date when due, the City shall pay to the Owner a late charge equal to five percent (5.00%) of the late payment. In addition, during the period in which an event of default shall have occurred or be continuing hereunder, the Note shall bear interest at a rate of three percent (3.00%) in excess of the then prevailing interest rate on the Note (the “Default Rate”).

The Note shall be dated the date of issuance and delivery and shall be initially issued as one Note in the denomination of \$3,800,000. The Note shall mature on June 1, 2037 (the “Maturity Date”).

THE NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL

OBLIGATION OR AN INDEBTEDNESS OF THE CITY OR A PLEDGE OF THE FAITH AND CREDIT OF THE CITY, BUT SHALL BE PAYABLE EXCLUSIVELY FROM THE PLEDGED REVENUES, AS DEFINED IN THIS RESOLUTION. THE ISSUANCE OF THE NOTE SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATEVER THEREFOR, NOR SHALL THE NOTE CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY, AND THE OWNER OF THE NOTE SHALL HAVE NO RECOURSE TO THE POWER OF AD VALOREM TAXATION.

(b) Interest Rate. Subject to adjustment as provided below, the Note shall bear interest on the outstanding principal balance from its date of issuance payable semi-annually on each June 1 and December 1, with the final payment due on the Maturity Date (the "Interest Payment Dates"), commencing June 1, 2023, at an interest rate equal to 6.00% per annum (the "Interest Rate").

Interest on the Note shall be computed on the basis of a 360-day year consisting of twelve (12) thirty-day months.

(c) Prepayment Provisions.

(i) Mandatory Prepayment. The principal of the Note shall be subject to mandatory prepayment in semi-annual installments on each June 1 and December 1, commencing December 1, 2023, in the amounts set forth in the Amortization Schedule attached to the Note.

In the event that there is more than one Owner of the Note, (A) each Note shall be redeemed on a pro rata basis, and (B) the City shall give notice to each Owner of the Note at least three (3) Business Days prior to the date of mandatory redemption of the amount of each Note to be redeemed.

(ii) Optional Prepayment. The Note is subject to optional prepayment on any Business Day, upon three (3) Business Days written notice to the Bank, in whole or in part at any time, at the prepayment prices set forth below (expressed as a percentage of the principal amount to be prepaid on the date of prepayment), plus accrued interest to the date of prepayment:

<u>Prepayment Period</u>	<u>Prepayment Price</u>
Date of issuance through and including April 30, 2028	101%
May 1, 2028 and thereafter	100%

Partial prepayments shall be applied in inverse order of maturity, treating mandatory amortization installments required under (c)(i) above as

maturities.

As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which the banks in the State of Florida are required, or authorized or not prohibited, by law (including executive orders) to close and are closed.

SECTION 4. EXECUTION OF NOTE: The Note shall be signed in the name of the City by the Mayor or City Manager, or in their absence, the Vice Mayor, and the City Clerk, or in her absence, the Deputy City Clerk, and its seal shall be affixed thereto or imprinted or reproduced thereon. The signatures of the Mayor, City Manager or Vice Mayor and City Clerk or Deputy City Clerk on the Note shall be manual signatures. In case any one or more of the officers who shall have signed or sealed any of the Note shall cease to be such officer of the City before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed and sealed such Note had not ceased to hold such office. The Note may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Note shall hold the proper office, although at the date of such Note such person may not have held such office or may not have been so authorized.

SECTION 5. NEGOTIABILITY, REGISTRATION AND CANCELLATION: The City shall serve as Registrar and as such shall keep books for the registration of the Note and for the registration of transfers of the Note. The Note may be transferred or exchanged upon the registration books kept by the City, upon delivery to the City, together with written instructions as to the details of the transfer or exchange, of such Note in form satisfactory to the City and with guaranty of signatures satisfactory to the City, along with the social security number or federal employer identification number of any transferee and, if the transferee is a trust, the name and social security or federal tax identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. The Note may be exchanged for one or more Notes of the same aggregate principal amount and maturity and in denominations in integral multiples of \$250,000 and integral multiples of \$1 thereafter. Any transfer of the Note shall be only to an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder or a "qualified institutional buyer" as that term is defined under Rule 144A of the Securities and Exchange Commission. No transfer or exchange of the Note shall be effective until entered on the registration books maintained by the City.

The City may deem and treat the person in whose name the Note shall be registered upon the books kept by the City as the absolute Owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note as they become due and for all other purposes. All such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

In all cases in which the Note is transferred or exchanged in accordance with this Section, the City shall execute and deliver a Note in accordance with the provisions of this Resolution. All Notes surrendered in any such exchanges or transfers shall forthwith be cancelled by the City. There shall be no charge for any such exchange or transfer of a Note, but the City may require the payment of a sum sufficient to pay any third party tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The City shall not be required to transfer or exchange a Note for a period of 15 days next preceding an Interest Payment Date on the Note.

All Notes, the principal of and interest on which have been fully paid, either at or prior to maturity, shall be promptly delivered to the City on or after such payment is made, and shall thereupon be cancelled.

In case a portion but not all of an outstanding Note shall be prepaid pursuant to mandatory prepayment provisions, such Note shall not be required to be surrendered in exchange for a new Note, but the City shall make a notation indicating the remaining outstanding principal of the Note upon the registration books. The Note so redesignated shall have the remaining principal as provided on such registration books and shall be deemed to have been issued in the denomination of the outstanding principal balance, which shall be an authorized denomination.

SECTION 6. NOTE MUTILATED, DESTROYED, STOLEN OR LOST: In case any Note shall become mutilated or be destroyed, stolen or lost, the City may in its discretion issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in the case of a mutilated Note, in exchange and substitution for such mutilated Note upon surrender of such mutilated Note or in the case of a destroyed, stolen or lost Note in lieu of and substitution for the Note destroyed, stolen or lost, upon the Owner furnishing the City proof of his ownership thereof, satisfactory proof of loss or destruction thereof, and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur. The City shall cancel all mutilated Notes that are surrendered. If any mutilated, destroyed, lost or stolen Note shall have matured or be about to mature, instead of issuing a substitute Note, the City may pay the principal of and interest on such Note upon the Owner complying with the requirements of this paragraph.

Any such duplicate Note issued pursuant to this section shall constitute original, additional contractual obligations of the City whether or not the lost, stolen or destroyed Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the extent as all other Note issued hereunder.

SECTION 7. FORM OF NOTE: The text of the Note shall be of substantially the tenor set forth in Exhibit "A" hereto, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted by this Resolution.

SECTION 8. COVENANT TO BUDGET AND APPROPRIATE: The City hereby covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues (as defined in this Section) lawfully available in each fiscal year of the City, amounts sufficient to pay the principal and interest due on the Note in accordance with its terms. “Non-Ad Valorem Revenues” means all revenues of the City derived from any source other than ad valorem taxation on real or personal property and which are legally available to make the payments required under this Resolution, but only after provision has been made by the City for the payment, to the extent are not otherwise provided for by ad valorem taxes, of (a) all services necessary for conducting of the public safety and general governmental obligations of the City and (b) all legally mandated services. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner a prior claim on the Non-Ad Valorem Revenues as opposed to claims of owners of other notes or bonds of the City secured in the same manner as the Note. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on notes and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations under this Resolution, subject, however, in all respects to the terms of this Resolution and the restrictions of Section 166.241(3), Florida Statutes, which provides, in part, that the governing body of each municipality make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment, to the extent not otherwise provided for by ad valorem taxes, of (a) all services necessary for conducting of the public safety and general governmental obligations of the City and (b) all legally mandated services.

SECTION 9. NOTE FUND: There is hereby created a fund entitled “City of Miami Springs, Florida Taxable Capital Improvement Revenue, Series 2023 Note Fund” (the “Note Fund”). There shall be deposited no later than each date on which principal or interest is due sufficient amounts of Non-Ad Valorem Revenues as specified in Section 8 hereof which, together with the amounts already on deposit therein, will enable the City to pay the principal of and interest on the Note on each such date or other date when

principal may be due. Moneys in the Note Fund shall be applied on each Interest Payment Date to the payment of principal of and interest on the Note coming due on each such date and all other amounts due hereunder. Funds in the Note Fund may be invested in the Authorized Investments (as defined in Section 10), maturing at or before the time such funds may be needed to pay principal of or interest on Note.

SECTION 10. APPLICATION OF NOTE PROCEEDS:

The proceeds received upon the sale of the Note shall be deposited simultaneously with the delivery of the Note in the “City of Miami Springs Taxable Capital Improvement Revenue Note, Series 2023 Project Fund” (the “Project Fund”), and used only in connection with the Project.

Funds in the Project Fund may be invested in the following investments, maturing not later than the date or dates on which such proceeds will be needed for purposes of this Resolution, to the extent such investments are legal for investment of municipal funds (“Authorized Investments”):

- (a) The Local Government Surplus Funds Trust Fund;
- (b) Negotiable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States Government at the then prevailing market price for such securities;
- (c) Interest-bearing time deposits or savings accounts in banks organized under the laws of the State of Florida (the “State”), in national banks organized under the laws of the United States and doing business and situated in the State, in savings and loan associations which are under State supervision, or in federal savings and loan associations located in the State and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law;
- (d) Securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements fully collateralized by such United States Government obligations and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian; or
- (e) Any other investments that at the time are legal investments for municipal funds and are permitted by the duly approved investment policy of the City.

Any income received upon such investment shall be retained in the Project Fund

and applied to costs of the Project or, at the option of the City, deposited in the Note Fund and used to pay interest on the Note until completion of the Project. After the completion of the Project, any remaining balance in the Project Fund shall be deposited into the Note Fund and used solely to redeem, or pay the principal of, the Note.

The Project Fund shall be kept separate and apart from all other funds of the City and the moneys on deposit therein shall be withdrawn, used and applied by the City solely for the purposes set forth herein. Pending such application, the Project Fund shall be subject to the lien of the Owner of the Note for the payment of the principal of and interest on the Note.

The registered Owner shall have no responsibility for the use of the proceeds of the Note, and the use of such Note proceeds by the City shall in no way affect the rights of such registered Owner. The City shall be obligated to apply the proceeds of the Note solely as provided herein. However, the City shall be irrevocably obligated to continue to pay the principal of and interest on the Note notwithstanding any failure of the City to use and apply such Note proceeds in the manner provided herein.

SECTION 11. **FUNDS:** Each of the funds and accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds and accounts respectively. The money in such funds and accounts shall be continuously secured in the same manner as deposits of City funds are authorized to be secured by the laws of the State. Except as otherwise provided herein, earnings on any investments in any amounts on any of the funds and accounts herein established and created shall be credited to such respective fund or account.

The designation and establishment of the funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the City for the purposes herein provided and to establish certain priorities for application of such revenues and assets.

SECTION 12. **SPECIAL COVENANTS:**

(a) The City shall, while the Note is outstanding, within two hundred seventy (270) days of the end of each fiscal year of the City, deliver to the Owner a copy of the annual audited financial statements of the City for such fiscal year. Within sixty (60) days of its final adoption, the City shall deliver to the Owner a copy of the operating budget for each upcoming fiscal year of the City. The City shall provide the Owner with any other information it may reasonably request from time to time.

(b) Without the prior written consent of the Owner, the City shall not hereafter incur any indebtedness which is secured in the same manner as the Note (as specifically set forth in Section 8 hereof), unless Available Revenues of the City

during the Fiscal Year most recently concluded prior to the incurrence of such debt equals or exceeds 125% of the Maximum Annual Debt Service on all Debt Obligations, including the proposed debt. For purposes of this paragraph:

- (i) “Maximum Annual Debt Service” shall mean the maximum amount of principal and interest required in the then current or any future Fiscal Year to pay all Debt Obligations;
- (ii) “Debt Obligations” shall mean debt service on debt obligations of the City, including the Note and the proposed debt, which are secured in the same manner as the Note (as specifically set forth in Section 8 hereof); and
- (iii) “Available Revenues” shall mean all Non-Ad Valorem Revenues (as defined in Section 8 hereof) less those expenses related to General Government Expenditures (as shown on the financial statements of the City) and public safety and legally available to pay debt service on the Debt Obligations and the proposed debt.
- (iv) Calculations of Non-Ad Valorem Revenues will be based on information derived from the most recently audited Fiscal Year end financial statements. For purposes of calculating Maximum Annual Debt Service, the interest rate to be assumed for indebtedness bearing interest at a variable rate shall be equal to the average rate of interest paid by the City with respect to such indebtedness during the twelve (12) months preceding the date of calculation.
- (v) For purposes of the foregoing test, if any Debt Obligations of the City, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, Maximum Annual Debt Service on such Debt Obligation shall be determined assuming that the balloon payment due thereunder is amortized over five (5) years on an approximately level debt service basis. As used herein, “Balloon Indebtedness” means Debt Obligations of the City, twenty percent (20%) or more of the original principal amount of which matures during any one fiscal year.

(c) If the City shall default in the due and punctual performance of any covenant, condition, agreement or provision contained in the Note or in this Resolution on the part of the City to be performed or have knowledge of a default that with the passage of time would be an Event of Default, the City shall within five (5) Business Days after it acquires knowledge, notify the Owner in writing (a) of the happening, occurrence, or existence of such default, and (b) of any event or condition which with the passage of time or the giving of notice, or both would constitute an event of default. Such notice shall include a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or

proposed to be taken by the City with respect thereto. The date of the receipt of such notice by the Owner shall in no way affect or modify the date of the occurrence of such event of default.

SECTION 13. COVENANTS BINDING ON CITY AND SUCCESSOR: All covenants, stipulations, obligations and agreements of the City contained in this Resolution constitute a contract between the City and the Owner of the Note and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time and upon the officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Council or officer, agent or employee of the City in his or her individual capacity, and neither the members of the Council nor any officer, agent or employee of the City executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 14. EVENTS OF DEFAULT: Each of the following events is hereby declared an "event of default":

(a) payment of the principal of or amortization installments of the Note or any other Debt Obligation shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on the Note or any other amount due under this Resolution or any other Debt Obligation shall not be made when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any covenant, condition, agreement or provision contained in the Note or in this Resolution (except for a default described in subsection (a) or (b) of this Section) on the part of the City to be performed, and such default shall continue for thirty (30) days from the earlier of (i) after written notice specifying such default and requiring same to be remedied shall have been given to the City by any Owner of any Note or (ii) when notice was required to be given by the City pursuant to Section 12(c) of this Resolution; provided that it shall not constitute an event of default if the default is not one that can be cured within such thirty (30) days, as agreed by the Owner and the City, and the City commences within such thirty (30) days action to correct such default and such default is corrected within ninety (90) days after the written notice; or

(d) any representation or warranty made in writing by or on behalf of the City in this Resolution or in any closing certificate furnished by the City to the Owner shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(e) the City becomes unable, or admits in writing its inability, to pay its debts generally as they become due, or becomes insolvent or the subject of insolvency proceedings, or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(f) any proceeding shall be instituted with or without the consent of the City under federal bankruptcy laws or other federal or state laws affecting creditors' rights or any proceeding shall otherwise be instituted for the purpose of effecting a composition between the City and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted and any such proceeding shall not have been dismissed with prejudice within thirty (30) days after the institution of the same.

SECTION 15. REMEDIES; RIGHTS OF OWNERS:

Upon the occurrence and continuance of any event of default specified in Section 14 hereof or a default under any other Debt Obligation, which results in the acceleration of such Debt Obligation, the Note shall bear interest at the Default Rate and the Owner of the Note may pursue any and all available remedy by suit, at law or in equity, to enforce the payment of the principal of and interest on the Note then outstanding, including without limitation, in the event of an event of default under subsections (a), (b), (e) and (f) above or the acceleration of any other Debt Obligation, acceleration of all amount due and owing under the Note. In addition, the Owner may recover all expenses incurred, including without limitation reasonable attorney's fees at all levels of proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any event of default hereunder shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

SECTION 16. SALE OF NOTE: Based upon the uncertainty of the interest rate environment if sale of the Note is delayed, and the immediate need by the City for funds required to complete the Project, the City hereby determines the necessity for a negotiated sale of the Note. The City has been provided all applicable disclosure information required by Section 218.385, Florida Statutes. The negotiated sale of the Note is hereby approved to the Bank at a purchase price of par.

SECTION 17. AUTHORITY OF OFFICERS: The Mayor or City Manager or in their absence, the Vice Mayor, the City Clerk, or in her absence, the Deputy City Clerk and any other proper official of the City, are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and

cause to be done any and all acts and things necessary or proper for carrying out the transaction contemplated by this Resolution and the other documents identified herein.

SECTION 18. SEVERABILITY: In case any one or more of the provisions of this Resolution or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Note, but this Resolution and the Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Note is issued and this Resolution is adopted with the intent that the laws of the State shall govern their construction.

SECTION 19. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS: In any case where the date of maturity of interest on or principal of the Note shall not be a Business Day, then payment of such interest or principal need not be made by the City on such date but may be made on the next succeeding Business Day, and payment on such day shall have the same force and effect as if paid on the nominal date for payment.

SECTION 20. OPEN MEETING FINDINGS: It is hereby found and determined that all official acts of the Council concerning and relating to the adoption of this Resolution and all prior resolutions and ordinances affecting the Council's ability to issue the Note were taken in an open meeting of the Council and that all deliberations of the Council or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

SECTION 21. REPEALING CLAUSE: All resolutions or orders and parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

SECTION 22. MODIFICATION, AMENDMENT OR SUPPLEMENT: No modification, amendment or supplement of this Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owner.

SECTION 23. NO THIRD-PARTY BENEFICIARIES: Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Bank and subsequent Owners of the Note issued hereunder, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Bank and the Owners from time to time of the Note issued hereunder.

SECTION 24. NO ADVISORY OR FIDUCIARY RELATIONSHIP: In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the City acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has

deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Bank is not acting as a municipal advisor or financial advisor to the City and (iv) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the City with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank has provided other services or is currently providing other services to the City on other matters); (b) (i) the Bank is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other person and (ii) the Bank has no obligation to the City, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other loan documents; (c) notwithstanding anything herein to the contrary, it is the intention of the City and the Bank that the loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Bank is delivered solely to evidence the repayment obligations of the City under the loan documents; and (d) the Bank may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Bank has no obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City hereby waives and releases any claims that it may have against the Bank with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. The City acknowledges that if the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City, the City is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and in the Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

SECTION 25. WAIVER OF JURY TRIAL: The City knowingly, voluntarily and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution or the Note.

SECTION 26. CONTROLLING LAW; VENUE: This Resolution and the Note shall be governed by and construed in accordance with the laws of the State of Florida (the "State"). Venue shall lie in the applicable State or federal court located within Miami-Dade County, Florida.

SECTION 27. EFFECTIVE DATE: This Resolution shall take effect immediately upon its adoption.

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

Vice Mayor Jorge Santin _____
Councilmember Jacky Bravo _____

Councilmember Dr. Victor Vazquez, Ph.D. _____
Councilmember Dr. Walter Fajet, Ph.D. _____
Mayor Maria Puente Mitchell _____

PASSED AND ADOPTED this 24th day of April, 2023.

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"

ANY OWNER OF THIS NOTE SHALL AT THE TIME OF TRANSFER BE AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER OR A "QUALIFIED INSTITUTIONAL BUYER" AS THAT TERM IS DEFINED UNDER RULE 144A OF THE SECURITIES AND EXCHANGE COMMISSION.

No. R-1

\$3,800,000

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF MIAMI SPRINGS
TAXABLE CAPITAL IMPROVEMENT REVENUE NOTE
SERIES 2023**

Registered Owner: SouthState Bank, N.A.

Principal Amount: Three Million Eight Hundred Thousand Dollars (\$3,800,000)

KNOW ALL MEN BY THESE PRESENTS, that the City of Miami Springs, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns (the "Owner"), from the sources hereinafter mentioned, the Principal Amount specified above, together with interest on the Principal Amount outstanding at the rate of interest hereinafter provided. Subject to the rights of prior prepayment and redemption described in the Note, the Note shall mature on June 1, 2037 (the "Maturity Date"). Payments due hereunder shall be made no later than 2:00 p.m., Eastern time, on the date due, free and clear of any defenses, set-offs, counterclaims, or withholding or deductions for taxes. If any payment required to be made hereunder is not paid within ten (10) days of when due, the City shall pay to the Owner a late charge equal to five percent (5%) of the late payment. In addition, during the period in which an event of default shall have occurred or be continuing under the Note Resolution (as hereinafter defined), the Note shall bear interest at a rate of three percent (3%) in excess of the applicable interest rate immediately prior to the occurrence of an event of default.

The Note is issued under authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Part II of Chapter 166, Florida Statutes, as amended, the Charter of the City and Resolution No. 23-__ adopted on April __, 2023 (the "Note Resolution"), and is subject to the terms of said Note Resolution.

The Note is issued for the purpose of financing the Miami Springs Golf & Country Club Golf Course Revitalization Project (the "Project") and paying costs of issuance of the Note. The Note shall be payable only from the sources identified herein. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Note Resolution.

Subject to adjustment as provided below, the Note shall bear interest on the

outstanding principal balance from its date of issuance payable semi-annually on each June 1 and December 1, with the final payment due on the Maturity Date (the “Interest Payment Dates”), commencing June 1, 2023, at an interest rate equal to 6.00% per annum (the “Interest Rate”).

No presentment shall be required for payment on this Note.

Interest on the Note shall be computed on the basis of a 360-day year consisting of twelve (12) thirty-day months.

The principal of and interest on the Note are payable in lawful money of the United States of America by wire transfer or by certified check delivered on or prior to the date due to the registered Owner, or its legal representative at the address of the Owner as it appears on the registration books of the City.

Mandatory Prepayment. The principal of this Note shall be subject to mandatory prepayment in semi-annual installments on each June 1 and December 1, commencing December 1, 2023, in the amounts set forth in the Amortization Schedule attached to this Note.

In the event that there is more than one Owner of this Note, (i) each Note shall be redeemed on a pro rata basis, and (ii) the City shall give notice to each Owner of this Note at least three (3) Business Days prior to the date of mandatory redemption of the amount of each Note to be redeemed.

Optional Prepayment. This Note is subject to optional prepayment on any Business Day, upon three (3) Business Days written notice to the Owner, in whole or in part at any time, at the prepayment prices set forth below (expressed as a percentage of the principal amount to be prepaid on the date of prepayment), plus accrued interest to the date of prepayment:

<u>Prepayment Period</u>	<u>Prepayment Price</u>
Date of issuance through and including April 30, 2028	101%
May 1, 2028 and thereafter	100%

Partial prepayments shall be applied in inverse order of maturity, treating mandatory amortization installments required under “Mandatory Prepayment” above as maturities.

As used herein, “Business Day” shall mean any day other than a Saturday, Sunday or a day on which the banks in the State of Florida are required, or authorized or not prohibited, by law (including executive orders) to close and are closed.

THE CITY IS NOT OBLIGATED TO PAY THE PRINCIPAL OF THIS NOTE OR INTEREST THEREON EXCEPT FROM NON-AD VALOREM REVENUES (AS DEFINED

HEREIN) BUDGETED AND APPROPRIATED AS PROVIDED HEREIN AND THE FAITH AND CREDIT OF THE CITY IS NOT PLEDGED TO SECURE THE PAYMENT OF THE SAID PRINCIPAL AND INTEREST OF THIS NOTE. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE CITY OR A PLEDGE OF THE FAITH AND CREDIT OF THE CITY, BUT SHALL BE PAYABLE EXCLUSIVELY FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN. THE ISSUANCE OF THIS NOTE UNDER THE PROVISIONS OF THE CITY CHARTER SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATEVER THEREFOR OR TO MAKE APPROPRIATIONS FOR ITS PAYMENT FROM MONEYS DERIVED FROM AD VALOREM TAXES, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY, AND THE OWNER OF THIS NOTE SHALL HAVE NO RECOURSE TO THE POWER OF AD VALOREM TAXATION.

The City has covenanted and agreed in the Note Resolution to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues (as defined below) lawfully available in each fiscal year of the City, amounts sufficient to pay the principal and interest due on this Note in accordance with its terms and to pay all required deposits to the Rebate Fund pursuant to Section 13 of the Note Resolution. "Non-Ad Valorem Revenues" means all revenues of the City derived from any source other than ad valorem taxation on real or personal property and which are legally available to make the payments required under the Note Resolution, but only after provision has been made by the City for the payment, to the extent are not otherwise provided for by ad valorem taxes, of (a) all services necessary for conducting of the public safety and general governmental obligations of the City and (b) all legally mandated services. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor, does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner a prior claim on the Non-Ad Valorem Revenues as opposed to claims of owners of other notes of the City secured in the same manner as the Note. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on notes and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Non-Ad Valorem Revenues and placing on the City a positive duty to

appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations under the Note and the Note Resolution, subject, however, in all respects to the terms of the Note Resolution and the restrictions of Section 166.241(3), Florida Statutes, which provides, in part, that the governing body of each municipality make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment, to the extent not otherwise provided for by ad valorem taxes, of (a) all services necessary for conducting of the public safety and general governmental obligations of the City and (b) all legally mandated services.

Upon the occurrence and continuance of any event of default specified in Section 14 of the Note Resolution or a default under any other Debt Obligation, which results in the acceleration of such Debt Obligation, this Note shall bear interest at the Default Rate and the Owner of the Note may pursue any and all available remedy by suit, at law or in equity, to enforce the payment of the principal of and interest on the Note then outstanding, including without limitation, such events specified in Section 15 of the Note Resolution, and acceleration of all amount due and owing under the Note, including prepayment fee, if any. In addition, the Owner may recover all expenses incurred, including without limitation reasonable attorney's fees at all levels of proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise.

The original registered Owner, and each successive registered Owner of this Note shall be conclusively deemed to have agreed and consented to the following terms and conditions:

1. The City shall keep books for the registration of this Note and for the registration of transfers of this Note as provided in the Note Resolution. This Note may be transferred or exchanged upon the registration books kept by the City, upon delivery to the City, together with written instructions as to the details of the transfer or exchange, of such Note in form satisfactory to the City and with guaranty of signatures satisfactory to the City, along with the social security number or federal employer identification number of any transferee and, if the transferee is a trust, the name and social security or federal tax identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. This Note may be exchanged for one or more Notes of the same aggregate principal amount and maturity and in denominations in integral multiples of \$250,000 and increments of \$1 in excess thereof. In connection with any transfer of this Note, the transferee shall be an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder or a "qualified institutional buyer" as that term is defined under Rule 144A of the Securities and Exchange Commission. No transfer or exchange of this Note shall be effective until entered on the registration books maintained by the City.

2. The City may deem and treat the person in whose name this Note shall be registered upon the books of the City as the absolute Owner of this Note, whether this Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on this Note as they become due, and for all other purposes.

All such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

3. In all cases in which the privilege of exchanging this Note or transferring this Note is exercised, the City shall execute and deliver a new Note in accordance with the provisions of the Note Resolution. There shall be no charge for any such exchange or transfer of this Note, but the City may require payment of a sum sufficient to pay any third-party tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The City shall not be required to transfer or exchange this Note for a period of fifteen (15) days next preceding an interest payment date on this Note.

4. This Note, the principal of and interest on which have been paid, either at or prior to maturity, shall be promptly delivered to the City on or after such full payment is made, and shall thereupon be cancelled. In case a portion but not all of this Note shall be prepaid pursuant to mandatory prepayment provisions, this Note shall not be surrendered in exchange for a new Note, but the City shall make a notation indicating the remaining outstanding principal of this Note upon the registration books. The Note so redesignated shall have the remaining principal as provided on such registration books and shall be deemed to have been issued in the denomination of the outstanding principal balance, which shall be an authorized denomination.

It is hereby certified and recited that all acts, conditions and things required to happen, to exist and to be performed precedent to and for the issuance of this Note have happened, do exist and have been performed in due time, form and manner as required by the Constitution and the laws of the State of Florida applicable thereto.

IN WITNESS WHEREOF, the City of Miami Springs, Florida has caused this Note to be executed by the manual signature of its Mayor and of its City Clerk, and the Seal of the City of Miami Springs, Florida or a facsimile thereof to be affixed hereto or imprinted or reproduced hereon, all as of the ___ day of April, 2023.

CITY OF MIAMI SPRINGS, FLORIDA

Mayor

(SEAL)

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the "Transferor"), hereby sells, assigns and transfers unto _____ (Please insert name and Social Security or Federal Employer identification number of assignee) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ (the "Transferee") as attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Date _____

_____ Social Security Number of Assignee

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or a trust company

NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature(s) to this assignment corresponds with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common UNIF GIF MIN ACT - _____, (Cust.)

Custodian for _____, (Minor)

TEN ENT - as tenants by the entirety under Uniform Gifts to Minors Act of _____, (State)

JT TEN - as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the list above.

AMORTIZATION SCHEDULE

No.	Payment Date	Beginning Balance	Principal
1	6/1/2023	3,800,000.00	0.00
2	12/1/2023	3,800,000.00	79,873.19
3	6/1/2024	3,720,126.81	82,269.39
4	12/1/2024	3,637,857.42	84,737.47
5	6/1/2025	3,553,119.96	87,279.59
6	12/1/2025	3,465,840.37	89,897.98
7	6/1/2026	3,375,942.39	92,594.92
8	12/1/2026	3,283,347.47	95,372.77
9	6/1/2027	3,187,974.70	98,233.95
10	12/1/2027	3,089,740.75	101,180.97
11	6/1/2028	2,988,559.79	104,216.40
12	12/1/2028	2,884,343.39	107,342.89
13	6/1/2029	2,777,000.50	110,563.17
14	12/1/2029	2,666,437.33	113,880.07
15	6/1/2030	2,552,557.26	117,296.47
16	12/1/2030	2,435,260.78	120,815.37
17	6/1/2031	2,314,445.42	124,439.83
18	12/1/2031	2,190,005.59	128,173.02
19	6/1/2032	2,061,832.57	132,018.21
20	12/1/2032	1,929,814.35	135,978.76
21	6/1/2033	1,793,835.60	140,058.12
22	12/1/2033	1,653,777.47	144,259.87
23	6/1/2034	1,509,517.61	148,587.66
24	12/1/2034	1,360,929.95	153,045.29
25	6/1/2035	1,207,884.65	157,636.65
26	12/1/2035	1,050,248.00	162,365.75
27	6/1/2036	887,882.25	167,236.72
28	12/1/2036	720,645.53	172,253.82
29	6/1/2037	548,391.71	177,421.44
30	12/1/2037	370,970.27	182,744.08
31	6/1/2037	126,657.00	188,226.18
	Total		3,800,000.00



AGENDA MEMORANDUM

Meeting Date: 4/24/2023

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

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: Revised Recreation Department Fee Schedule

Discussion/Analysis:

The Recreation Department staff would like to request that the City Council approve the revised attached resolution to increase our schedule of charges/fees. The Recreation Department has done extensive research on what other Cities and Municipalities are charging for services. This led us to believe that this is the right time to increase our fees. The City of Miami Springs has always considered our residents, customers and park patrons when we request to raise fees, etc. Our research shows us that we are very competitive with our neighboring Cities and still one of the lowest in County.

Here is a list of some of the changes we are requesting for approval:

1. Open Gym Activity
2. Pool Membership
3. Private Swimming Lessons
4. Pool Rental Private
5. Pool Rental Multi-Purpose Room
6. Pool Rental Cabana
7. After School Program/School Holiday Program
8. Summer Camp

Fiscal Impact (If applicable):

This will provide us with a better opportunity to generate revenue back to the National Average of recapturing between 15%-20% of your budget. Unfortunately, cost for field trips, supplies, staffing, maintenance, chlorine, etc. has all gone up. We are hoping that this will help us generate some revenue and our goal is to get back to that 20%.

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING
THE RECREATION DEPARTMENT SCHEDULE OF
CHARGES; PROVIDING FOR AUTHORIZATION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to section 95-03 of the City of Miami Springs (the “City”) Code of Ordinances (“Code”), the City maintains a “Recreation Department Schedule of Charges” (the “Fee Schedule”) for use of the City’s recreation facilities and related services, which Fee Schedule may be amended by resolution of the City Council; and

WHEREAS, on August 28, 2018, the City Council adopted Resolution No. 2017-3743 approving the City’s current Fee Schedule; and

WHEREAS, on June 28, 2021, the City Council adopted Resolution No. 2021-3922, adopting fee schedule rates for the Miami Springs Adult Community Center Facility, among other things; and

WHEREAS, the City Manager has recommended that the City Council amend the Fee Schedule as shown on Exhibit “A” attached hereto to revise and create fees for pool membership, pool fees, and children’s programs as well as other minor updates to the Fee Schedule; and

WHEREAS, the City Council desires to approve the amended Fee Schedule attached hereto as Exhibit “A” and finds that the amended Fee Schedule is fair, appropriate, and in the best interest of the City and its citizens.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Amending Fee Schedule. The Fee Schedule attached hereto as Exhibit “A” is hereby amended and adopted.

Section 3. Authorization. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution. The City Manager is authorized to add and/or adjust the Fee Schedule based upon promotion and marketing activities to encourage use of the City’s recreational facilities and shall advise the City Council of such additions and/or adjustments via email within thirty days of the action.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

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

Vice Mayor Jorge Santin _____
Councilmember Jacky Bravo _____
Councilmember Dr. Victor Vazquez, Ph.D. _____
Councilmember Dr. Walter Fajet, Ph.D. _____
Mayor Maria Puente Mitchell _____

PASSED AND ADOPTED this ___ day of _____, 2023.

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

Fee Schedule

(Updated April 24, 2023; Effective May 1, 2023)

Note: The revisions on the attached Fee Schedule are shown in track changes.

CITY OF MIAMI SPRINGS RECREATION DEPARTMENT
SCHEDULE OF CHARGES
EFFECTIVE MAY 1, 2023
(includes applicable taxes)

1. FITNESS ROOM MEMBERSHIP¹	Rates	
	Resident	Non-Resident
Adult (18 & over)	\$150.00/yr	\$150.00/yr
Youth ¹ (13 to 17)	\$150.00/yr	\$150.00/yr
Seniors/Disabled/Veterans (60 & over)	\$75.00/yr	\$75.00/yr
Seniors (60 & over) (from 6 9:00 AM – 12:00 PM, Mon. thru Fri. only on Weekdays, 7:00 AM – 12:00 PM on Saturdays, and 9:00 AM – 12:00 PM on Sundays)	Free	Free
Guest Rate	\$5.00/day	\$5.00/day
Family (up to 2 members)	\$188/yr	\$188/yr
Family (up to 3 members)	\$263/yr	\$263/yr
Additional Family Members (in excess of 3 members)	\$75/yr	\$75/yr
2. OPEN GYM ACTIVITY		
	Rates	
	Resident	Non-Resident
Adult (18 & over)	\$4.00 5.00/day	\$4.00 5.00/day
Youth ¹ (17 & under)	Free	Free
3. GYMNASIUM MEMBERSHIP		
	Rates	
	Resident	Non-Resident
Adult (18 & over)	\$150.00/yr	\$150.00/yr
Seniors/Disabled/Veterans (60 & over)	\$75.00/yr	\$75.00/yr
Seniors (60 & over) (from 6 9:00 AM – 12:00 PM, Mon. thru Fri. only on Weekdays, 7:00 AM – 12:00 PM on Saturdays, and 9:00 AM – 12:00 PM on Sundays)	Free	Free
4. POOL MEMBERSHIP²		
	Rates	
	Resident	Non-Resident
Adult (18 & over)	\$90.00/yr	\$150 200.00/yr
Youth ¹ (17 & under)	\$50.00/yr	\$100.00/yr
Seniors/Disabled/Veterans (60 & over)	\$50.00/yr	\$100.00/yr
Family (up to 4 members)	\$250.00/yr	\$345 0.00/yr
Additional Family Members (in excess of 4 members)	\$40.00/yr	\$79 0.00/yr
<u>Water Aerobics (8 Class Package)</u>	<u>\$50.00</u>	<u>\$60.00</u>
<u>Water Aerobics (16 Class Package)</u>	<u>\$80.00</u>	<u>\$100.00</u>
Seniors (60 & over) (from 9:00 AM – 12:00 PM, Mon. thru Fri. only)	Free	
5. RECREATION MEMBERSHIP³		
	Rates	
	Resident	Non-Resident

¹ Parent/Guardian supervision is required for all youth under age 18

² Pool membership includes amenities at the discounted, private rental rate

³ Recreation membership includes complete access to pool, fitness room, and open gym

Adult (18 & older)	\$340.00/yr	\$340.00/yr
Youth ¹ (13 to 17)	\$190.00/yr	\$190.00/yr
Seniors/Disabled/Veterans (60 & over)	\$170.00/yr	\$170.00/yr
6. POOL FEES⁴		
	Rates	
General Pool Admission	Resident	Non-Resident
Adult (18 & over)	\$5.00	\$10.00
Seniors/Disabled/Veterans/Youth (17 & under)	\$3.00	\$5.00
Seniors (60 & over)(from 6:00 AM – 12:00 PM, <u>Mon. thru Fri. only on Weekdays, 7:00 AM – 12:00 PM on Saturdays, and 9:00 AM – 12:00 PM on Sundays</u>)	Free	\$5.00
Lessons	Resident	Non-Resident
Tiny Tot Lessons (1 year to 5 years)	\$50.00	\$60.00
Child Lessons (6 years & over)	\$50.00	\$60.00
<u>Private Swimming Lessons (½ hour)</u>	<u>\$38.00</u>	<u>\$50.00</u>
Private Swimming Lessons (per hour)	\$75.00	\$100.00
Pool Rental – Pool	Resident	Non-Resident
Lane Rental ⁵ (Maximum of 6 participants)	\$15.00	\$30.00
Outside Clubs/Organizations (Team Usage)	Negotiated	Negotiated
Red Cross Certification Courses	Negotiated	Negotiated
Swim Meets	Negotiated	Negotiated
Senior High Schools (e.g., Swim Teams/Water Polo)	\$1,500.00/Season	\$1,500.00/Season
Middle Schools (e.g., Swim Teams/Water Polo)	\$200.00/Monthly	\$200.00/Monthly
Pool Rental – Pool – Private⁶	Resident	Non-Resident
43 -Hours	\$1,500.00	\$2,000.00
Additional Hour(s) (Up to 4 additional hours)	\$25 400.00/hr	\$4 500.00/hr
<u>Add On: Multipurpose Room- 3 Hours</u>	<u>\$260.00</u>	<u>\$320.00</u>
<u>Add On: Multipurpose Room- Additional Hour(s)</u>	<u>\$75.00/hr</u>	<u>\$100.00/hr</u>
<u>Add On: Each Cabana- 3 Hours</u>	<u>\$80.00/hr</u>	<u>\$120.00/hr</u>
<u>Add On: Each Cabana- Additional Hour(s)</u>	<u>\$15.00/hr</u>	<u>\$25.00/hr</u>
Pool Rental – Multi-Purpose Room⁷	Resident	Non-Resident
4-Hours (<u>No Pool Access</u>)	\$320 350.00	\$400 450.00
4-Hours (<u>Pool Access for 50</u>)	<u>\$500.00</u>	<u>\$750.00</u>

⁴ Return of security deposits is at the discretion of the City Manager and/or Recreation Director. The City Manager and/or Recreation Director may increase the amount of the security from \$100.00 up to \$500.00 depending on the event.

⁵ Lane rentals do not include general pool admission

⁶ Private pool rental includes use of the pool and designated pool chairs around the pool deck. Up to 75 participants are allowed in the pool at one time during rental. A security deposit may be required at the discretion of the City Manager and/or Recreation Director.

⁷ Rentals of the pool multi-purpose room include tables and chairs for 50 people

Additional Hour(s) (Up to 4 additional hours)	\$100.00/hr	\$125.00/hr
Private Rental – 4 Hours	\$260.00/hr	\$320.00/hr
Private Rental – Additional Hour(s) (Up to 4 additional hours)	\$75.00	\$100.00
After-Hours Rental ⁸ (Up to 5 Hours)	\$2,000.00	\$2,500.00
After-Hours Rental Security Deposit ⁴	\$500.00	\$500.00
Pool Rental – 16 x 16 Shaded Space⁹	Resident	Non-Resident
4-Hours (<u>20 Total people</u>)	\$100.00 <u>\$150.00</u>	\$150.00 <u>\$250.00</u>
Additional Hour(s) (Up to 4 additional hours)	\$20.00 <u>30.00</u> /hr	\$35.00 <u>50.00</u> /hr
Private Rental - 4-Hours	\$80.00/hr	\$120.00/hr
Private Rental - Additional Hour(s) (Up to 4 additional hours)	\$15.00/hr	\$25.00/hr
After-Hours Rental ¹⁰ (Up to 5 Hours)	\$80.00/hr	\$120.00/hr
Pool Rental – 12 x 12 Umbrellas	Resident	Non-Resident
4-Hours	\$25.00	\$50.00
Additional Hour(s) (Up to 4 additional hours)	\$15.00/hr	\$20.00/hr
Staff Fee	Resident	Non-Resident
	\$200.00	\$200.00
7. CHILDREN’S PROGRAMS	Rates	
After School Program	Resident	Non-Resident
Registration Fee	\$35.00 <u>50.00</u>	\$35.00 <u>50.00</u>
Daily Fee	\$8.00 <u>10.00</u>	\$8.00 <u>10.00</u>
Weekly Fee	\$35.00 <u>40.00</u>	\$35.00 <u>40.00</u>
After School Bus Only Weekly Fee (applies only to middle school)	\$10.00	\$10.00
School Holiday Program	Resident	Non-Resident
Registration Fee ¹¹	\$35.00 <u>50.00</u>	\$35.00 <u>50.00</u>
Daily	\$20.00 <u>25.00</u>	\$20.00 <u>25.00</u>
<u>Additional Sibling Cost (Per additional)</u>	<u>\$15.00</u>	<u>\$15.00</u>
Full Day Summer Camp (<u>9 Week Session</u>)	Resident	Non-Resident
Registration Fee	\$50.00 <u>75.00</u>	\$50.00 <u>75.00</u>
Activity Fee (Field Trips/Special Events)	\$100.00 <u>200.00</u>	\$100.00 <u>200.00</u>
Weekly Fee (1 st Child)	\$100.00 <u>150.00</u>	\$100.00 <u>150.00</u>
Weekly Fee (Each Additional Child)	\$75.00 <u>125.00</u>	\$75.00 <u>125.00</u>
<u>Full Day Summer Camp- (3 Week Session)</u>	<u>Resident</u>	<u>Non-Resident</u>

⁸ After-Hours Rentals are held after normal operating hours of the facility. The rental includes use of the multi-purpose room, catering room, and pool deck area. The maximum capacity for an after-hours rental is 150 people.

⁹ General pool admission is waived for up to 8 participants with rental of the 16x16 shaded space

¹⁰ After-Hours Rental of the 16x16 Shaded Space is available with the After-Hours Rental of the Multi-Purpose Room only. In addition, a Staff Fee is automatically applied for After-Hours Rentals of the 16x16 Shaded Space

¹¹ The School Holiday Registration Fee is waived for registered After School Program participants

<u>Registration Fee</u>	<u>\$75.00</u>	<u>\$75.00</u>
<u>Activity Fee (Field Trips/Special Events)</u>	<u>\$70.00</u>	<u>\$70.00</u>
<u>Weekly Fee (1st Child)</u>	<u>\$150.00</u>	<u>\$150.00</u>
<u>Weekly Fee (Each Additional Child)</u>	<u>\$125.00</u>	<u>\$125.00</u>
8. FACILITY RENTAL FEES¹²		
	Rates	
<u>Community Center- Multi-Purpose/Meeting Room</u>	Non-Profit/Private Rental	For-Profit
3-Hour Rental (Minimum)	\$150.00	\$225.00
Each Additional Hour	\$50.00/hr	\$100.00/hr
Security Deposit ⁴	\$200.00	\$200.00
Rebecca Sosa Theatre	Non-Profit/Private Rental	For-Profit
Negotiated	Negotiated	Negotiated
Princee Field – 10x10 Pavilion	Resident	Non-Resident
3-Hour Rental (Minimum)	\$50.00	\$100.00
Each Additional Hour	\$15.00/hr	\$25.00/hr
Security Deposit ⁴	\$100.00	\$100.00
Basketball Gymnasium	Non-Profit/Private Rental	For-Profit
Full Court	\$60.00/hr	\$100.00/hr
Half Court	\$30.00/hr	\$50.00/hr
Volleyball Gymnasium	Non-Profit/Private	For-Profit
Full Court	\$30.00/hr	\$50.00/hr
Complete Gymnasium (Wrestling/Judo)	Non-Profit/Private Rental	For-Profit
Tournament (includes the whole gym for up to 4 hours)	\$500.00	\$750.00
Each Additional Hour	\$125.00/hr	\$175.00/hr
Softball & Baseball Field Rentals	Non-Profit/Private Rental	For-Profit
Practice Fee (no field preparation required)	\$10.00	\$15.00
Game Rental (2-Hour minimum)	\$30.00	\$40.00
Each Additional Hour	\$15.00	\$20.00

¹² Residents of the Village of Virginia Gardens are provided a Resident rate for Facility Rentals

Game Rental (2-Hour minimum) – With Lights	\$40.00	\$50.00
Each Additional Hour – With Lights	\$20.00	\$25.00
Lining Fee (Field prep, drag, & line)	\$35.00	\$35.00
Soccer/Flag Football Field Rentals	Non-Profit/Private Rental	For-Profit
Game Rental (2-Hour minimum)	\$35.00	\$45.00
Each Additional Hour	\$17.00	\$22.00
Game Rental (2-Hour minimum) – With Lights	\$45.00	\$55.00
Each Additional Hour – With Lights	\$22.00	\$28.00
Lining Fee (Field prep & line)	\$75.00	\$75.00
Stafford Park - 20x20 Pavilion¹³	Resident	Non-Resident
3-Hour Rental (Minimum)	\$100.00	\$150.00
Each Additional Hour	\$30.00/hr	\$50.00/hr
Security Deposit ⁴	\$100.00	\$100.00
Batting Cages	Resident	Non-Resident
Hourly Rental	\$15.00/hr	\$15.00/hr
Hourly Rental – With Lights	\$25.00/hr	\$25.00/hr
Buses¹⁴	Resident	Non-Resident
Big Bus Hourly Rental (within Miami Springs/Virginia Gardens municipal limits)	\$75.00	\$75.00
Big Bus Hourly Rental (beyond Miami Springs/Virginia Gardens municipal limits)	\$100.00	\$100.00
Small Bus Hourly Rental (within Miami Springs/Virginia Gardens municipal limits)	\$50.00	\$50.00
Small Bus Hourly Rental (beyond Miami Springs/Virginia Gardens municipal limits)	\$75.00	\$75.00
Fourth of July Parade¹⁵	Resident	Non-Resident
Spot in the parade	\$50.00	\$50.00
Circle/Gazebo Pavilion¹⁶	Resident	Non-Resident
3-Hour Rental (Minimum)	\$750.00	\$750.00
Each Additional Hour	\$150.00/hr	\$150.00/hr
Security Deposit ⁴	\$100.00 - \$500.00	\$100.00 - \$500.00
Curtiss Parkway or Westward Drive Median Rental	Resident	Non-Resident
3-Hour Rental (Minimum)	\$300.00	\$300.00
Each Additional Hour	\$75.00/hr	\$75.00/hr
Security Deposit ⁴	\$100.00 - \$500.00	\$100.00 - \$500.00
Special Event Application Fee	Resident	Non-Resident

¹³ Stafford Park hours of operation are sunrise to sunset

¹⁴ Rental is restricted to Miami-Dade County limits

¹⁵ Non-profit organizations are exempt from the fee upon proof of non-profit/tax-exempt status

¹⁶ Additional fees for Police and Public Works will be added depending upon the amount of staff and services needed. Payment of Police and Public Works fees will be required prior to the event date.

Application Fee	\$0	\$25.00
Public Works Fees	Resident	Non-Resident
Fee	\$50-\$500	\$50-\$500
Police Department Fees	Resident	Non-Resident
3-Hour Off-Duty Services (Minimum)	\$150.00	\$150.00
Each Additional Hour	\$50.00/hr	\$50.00/hr
Table & Chair Rentals	Resident	Non-Resident
Set-up & Take-down (up to 5 tables & 50 chairs)	\$50.00	\$50.00
9. Miami Springs Adult Community Center Facility Rental Fees		Rates
Rebecca Sosa Dining Hall¹⁷	Resident	Non-Resident
4-Hour Rental	\$400.00	\$550.00
Each Additional Hour	\$100.00	\$140.00
Security Deposit ¹⁸	Varies	Varies
After-Hours Rental ¹⁹	\$900.00	\$1,150.00
After-Hours Security Deposit	\$500	\$500
Outside Patio²⁰	Resident	Non-Resident
4-Hour Rental	\$240.00	\$300.00
Each Additional Hour	\$60.00	\$75.00
Security Deposit	\$100.00	\$100.00
Classroom²¹	Resident	Non-Resident
Per Hour	\$30.00	\$50.00
Art Room²²	Resident	Non-Resident
Per Hour	\$40.00	\$80.00
10. CITY EMPLOYEES & COUNCILMEMBERS		
Full-time City employees, City Councilmembers, and their immediate family and grandchildren under age 25 are eligible for the following:		

¹⁷ Tables and Chairs for 75 people included in Rental Fee. Additional tables and chairs will be the responsibility of the party renting the facility. The Multi-Purpose room has a max of (6) hours per rental.

¹⁸ Pricing of Security Deposit will be at discretion of City Manager and/or Recreation Director.

¹⁹ After-Hours rental applies to rentals held after normal operating hours. After-hours rental price includes: 2 Staff members (an average rate of \$10/hr/employee); Rebeca Sosa Dining Hall Rate (\$400.00); Additional Hour Fee (\$100.00); Catering Area (\$80.00); Outside Patio (\$240.00); and use of the MPR. Rates reflected are resident rates. Return of security deposit is at the discretion of City Manager and/or Recreation Director. After-hours rentals have a max of five hours per rental. Maximum Capacity is 100. After-hours rentals are allowed to stay until 11:00 PM on Fridays and Saturdays. All guests and staff must be out of the building by 11:00 PM.

²⁰ Includes access to the playground and use of the bathroom. The Outside Patio has a max of six hours per rental.

²¹ Tables and Chairs for set up as they are is included in Rental Fee. The Classroom has a max of (6) hours per rental. Max Capacity of 15. Pricing of Security Deposit will be at discretion of City Manager and/or Recreation Director.

²² Tables and Chairs for set up as they are is included in Rental Fee. The Classroom has a max of (6) hours per rental. Max Capacity of 20. Pricing of Security Deposit will be at discretion of City Manager and/or Recreation Director.

<ul style="list-style-type: none"> a) Complimentary general admission to pool, gym, and fitness room b) A 50% discount on summer programs and special events operated by the Recreation Department (Note: No discount is available for programs operated by other organizations such as the Optimist, Little League, etc.) 		
11. SPECIAL CONTRACTUAL ACTIVITIES		
These activities will be offered as available and appropriate fees will be charged. Additional information may be obtained from the Recreation Office.		
12. SPECIAL CONDITIONS, REQUIREMENTS & RATES		
<ul style="list-style-type: none"> a) There is no rental or private use of the Prince Field Tot Lot b) Security deposits will be returned at the discretion of the City Manager and/or Recreation Director c) Jump houses are permitted so long as City-approved vendors are used and proof of insurance naming the City of Miami Springs as an additional insured is provided d) Memberships in excess of \$150.00 annually may be paid in two payments e) All City of Miami Springs employees, their spouses, and their immediate family (i.e., children) under the age of 25 are eligible for resident fees upon presentation of proof satisfactory to the cashier f) All City of Miami Springs property and/or business owners and their immediate family (i.e., children) under the age of 25 are eligible for resident fees upon presentation of proof satisfactory to the cashier 		



AGENDA MEMORANDUM

Meeting Date: April 24, 2023

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

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police *Armando Guzman 4/11/2023*

Subject: FY 22/23 Uniform Request

Recommendation: Recommendation by the Police Department that Council waive the competitive bid process in the best interests of the City, mainly due to the fact that they are the only local vendor in Miami-Dade County to provide police uniforms, and approve an expenditure to Lou's Police Distributors, not to exceed \$25,000.00, for police uniforms as funds were approved in the FY 22/23 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

Discussion/Analysis: For police uniforms for 46 sworn officers, and 20 civilian employees. We've established over a twenty-year relationship with Lou's Police Distributors and the last uniform order the department had was in March 2022. We've contacted Galls in the past to obtain a quote and were advised that because of the small size of our agency they would not service us in their Broward County location and the only other location available to us is in Orlando, FL. Having a local provider where Officers and supporting staff can try on and attain their uniforms is beneficial. A neighboring, central location would increase efficiency and allow for the obtainment of the goods and services in a timely manner. Often, we have to get uniforms ordered quickly and it causes a hardship if we have to rely on companies that are not local (or online only).

Submission Date and Time: 4/11/2023 9:58 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <i>Armando Guzman 4/11/23</i>	Dept./ Desc.: <u>Police Uniforms Account</u>
Prepared by: <u>Ariadna Quintana</u>	Procurement: _____	Account No.: <u>001-2001-521.52-03</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: S <u>FY 21/22</u> <u>25,000.00</u>
		Current request: S <u>25,000.00</u>
		Total vendor amount: S <u>25,000.00</u>

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF POLICE UNIFORMS FROM LOU'S POLICE DISTRIBUTORS, INC. 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 uniforms for use by the City's Police Department (the "Department") to provide services for the safety of the City's residents and visitors and facilitate the provision of day-to-day operations of the Department; and

WHEREAS, Lou's Police Distributors, Inc. (the "Vendor") is an entity located within Miami-Dade County, in close proximity to the City, which serves as a supplier for various police equipment needs, including uniforms; 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 uniforms as being in the best interest of the City; and

WHEREAS, the City Council desires to approve the purchase of police uniforms from the Vendor consistent with the Quote attached hereto as Exhibit "A" (the "Proposal") 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 uniforms from the Vendor consistent with the Quote 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 uniforms as being in the best interest of the City.

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

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

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

Vice Mayor Jorge Santin	_____
Councilmember Jacky Bravo	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 24th day of April, 2023.

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

Lou's Police Distributors, Inc.

7815 West 4th Ave
 Hialeah, FL 33014
 Phone (305) 416-0000 Fax (305) 824-9205



Quotation

DATE April 4, 2023
 Quotation # 12623MS
 Customer ID

Bill To:

MIAMI SPRINGS POLICE DEPT.
PH:
ATTN:JIMMY DEAL

Quotation valid until: 30 Days

Prepared by: MARLENE SILVA

Comments or special instructions: PRICES GOOD TILL 8-31-23

Item Number	Description	QTY	Price per Unit	Extension
8675	BLAUER SUPERSHIRT NAVY XS-2X	30	\$ 52.98	\$ 1,589.40
8657T	BLAUER 6 POCKET PANTS NAVY 28-44	86	\$ 56.98	\$ 4,900.28
8675W	BLAUER FEMALE SUPERSHIRT NAVY 30-44	12	\$ 52.98	\$ 635.76
8657WT	BLAUER 6 POCKET PANTS NAVY 2-24	0	\$ 56.98	\$ -
6120R	BLAUER NAVY 3 SEASON JACKET S-2X	3	\$ 128.00	\$ 384.00
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				\$ -
TOTAL				\$ 7,509.44

Lou's Police Distributors, Inc.

7815 West 4th Ave
 Hialeah, FL 33014
 Phone (305) 416-0000 Fax (305) 824-9205



Quotation

DATE April 3, 2023

Quotation # 13023ms

Customer ID

Bill To:

MIAMI SPRINGS POLICE DEPT.
ATTN:ARIADNA QUINTANA

Quotation valid for: 30 Days**Prepared by: MARLENE SILVA****Comments or special instructions:****PRICES GOOD TILL 8-31-23**

Item Number	Description	QTY	Price per Unit	Extension
UD34200	FECHHEIMER MALE NAVY PANTS (28-42)	40	\$ 48.98	\$ 1,959.20
UD34200	FECHHEIMER MALE NAVY PANTS OV (44-50)	2	\$ 52.98	\$ 105.96
UD34250	FECHHEIMER FEMALE NAVY PANTS (2-18)	38	\$ 48.98	\$ 1,861.24
34W7886Z	FLYING CROSS OR EQUAL L/S NAVY MALE SHIRT (14-18.5)	2	\$ 46.98	\$ 93.96
34W7886Z	FLYING CROSS OR EQUAL L/S NAVY MALE SHIRT OV (19-22)	0	\$ 58.98	\$ -
33W78Z	FLYING CROSS OR EQUAL L/S WHITE MALE SHIRT (14-18.5)	0	\$ 48.98	\$ -
87R7886Z	FLYING CROSS OR EQUAL S/S NAVY MALE SHIRT (14-18.5)	11	\$ 42.98	\$ 472.78
87R7886Z	FLYING CROSS OR EQUAL S/S NAVY MALE SHIRT OV (19-22)	0	\$ 52.98	\$ -
85R78Z	FLYING CROSS OR EQUAL S/S WHITE MALE SHIRT (14-18.5)	5	\$ 46.98	\$ 234.90
127R7886Z	FLYING CROSS OR EQUAL L/S NAVY FEMALE SHIRT (30-46)	2	\$ 46.98	\$ 93.96
126R78Z	FLYING CROSS OR EQUAL L/S WHITE FEMALE SHIRT (30-46)	1	\$ 48.98	\$ 48.98
177R7886Z	FLYING CROSS OR EQUAL S/S NAVY FEMALE SHIRT (30-46)	10	\$ 42.98	\$ 429.80
176R78Z	FLYING CROSS OR EQUAL S/S WHITE FEMALE SHIRT (30-46)	5	\$ 46.98	\$ 234.90
HER5416S	SERGEANT CHEVRONS (PAIR)	4	\$ 2.98	\$ 11.92
LIB526MNV	LIBERTY NAVY JACKET W/LINER SIZES:S-XL	1	\$ 59.98	\$ 59.98
26950-50	BLAUER HI-VIS RAIN JACKET W/POLICE REFLEC.(MOTORS)	3	\$ 233.60	\$ 700.80
BLAU134R	BLAUER BLACK RAIN PANTS	9	\$ 56.98	\$ 512.82
LIB586MFL	LIBERTY REVER RAINCOAT (CIVILIANS // NO POLICE ON BACK)	4	\$ 79.98	\$ 319.92
LIB586MFLPOL	LIBERTY REVER RAINCOAT W/HOOD - POLICE ON BACK	1	\$ 79.98	\$ 79.98
PROF525250450 - Navy	LIGHTWIEGHT TACTICAL PANTS	8	\$ 38.98	\$ 311.84
511-74369	5.11 STRYKE BDU PANTS	27	\$ 69.98	\$ 1,889.46
511-74273	5.11 TACLITE PANTS SIZES:28-44	3	\$ 46.98	\$ 140.94
90010/90043/90063	SAMUEL BROOME 18"-22 BLACK TIES	5	\$ 8.98	\$ 44.90
511-71049	5.11 PERFORMANCE POLO S/S DARK NAVY S-XL	0	\$ 39.98	\$ -
511-71049	5.11 PERFORMANCE POLO S/S DARK NAVY XXL	0	\$ 39.98	\$ -
STIEMB1	EMBROIDERY BADGE & DEPT. & NAME	20	\$ 22.98	\$ 459.60
TOTAL				\$ 10,067.84



AGENDA MEMORANDUM

Meeting Date: 4/24/2023

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

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: 4th of July Firework Display 2023 Update

Discussion/Analysis:

The Recreation Department has met with the Miami Springs High School Administration and they have advised us that we will need to seek Board Approval from the Miami Dade School Board Administration. They are requesting us to provide the School Board with a detail site plan, timeline of events and security of site and surrounding areas. The next School Board meeting is May 17th, 2023 which is past our May 1st, 2023 cancellation deadline.

After Meeting with the City Manager's Office and the Police Command team we established some potential safety concerns with parking and crowd control. We also discussed some potential staffing issues for both the Recreation Department and the Police Department. The reality of securing two sites (Golf Course and High School) on the 4th of July, road closures, 4th of July Parade and day to day Patrol of the City could be a challenge for the Police Department.

Fiscal Impact (If applicable):

The Fireworks Display is already budgeted. However, if we cancel after May1st, 2023 we will be penalized \$3,000.00.

Golf Course Security				
Type of Officer	Officers Needed	Hours	Rate	Total
Lieutenant	1	(7a-10p) 15	\$89.61	\$1,344.15
Sergeant	1	(7a-10p) 15	\$81.27	\$1,219.05
Patrol	12	(7a-10p)15	\$61.83	\$11,129.40
Total	14			\$13,692.60
Fireworks				
Type of Officer		Hours		
Lieutenant	1	(5p-10:30p) 5.5	\$89.61	\$492.85
Sergeant	1	(5p-10:30p) 5.5	\$81.27	\$446.98
Motor	3	(5p-10:30p) 5.5	\$61.83	\$1,020.20
Patrol	6	(5p-10:30p) 5.5	\$61.83	\$2,040.39
Bike	3	(5p-10:30p) 5.5	\$61.83	\$1,021.80
PSA	2	(5p-10:30p) 5.5	****	\$0.00
Total	16			\$5,022.22
Total Security/Fireworks Cost				\$18,714.82

PSA's hours are adjusted				