



**REVISED**

**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, September 25, 2023 – 7:00 p.m.**

**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 Victor Vazquez  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
  - A) Drawing by Mayor Mitchell for Rotary Club Dining Out for a Year Fundraiser
  - B) Recognizing the Miami Springs Basketball Team presented by Recreation Director Omar Luna and Athletic Supervisor Marcus Martin
  - C) Presentation by Nicholas Acosta of the Miami Springs High School Aerospace Program
  - D) Presentation by Mr. Rob Gordon awarding the City of Miami Springs the STEM City of the Year Award for the City's consistent support of STEM activities at the Recreation Center over the last 10 years
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*

**6. Approval of Council Minutes:**

- A) August 23, 2023 – Budget Workshop
- B) September 11, 2023 – Special Meeting
- C) September 11, 2023 – Regular Meeting

**7. Reports from Boards & Commissions:**

- A) Ecology Advisory Board Update by Board Member Katie Rammen-Ortiz

**8. Public Hearings:**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting The Final Millage Rate For The Fiscal Year Commencing October 1, 2023 And Ending September 30, 2024 In The Amount Of 6.9900 Mills, Which Is 12.07 % Higher Than The Roll-Back Rate Of 6.2370 Mills; Announcing The Percentage Increase In Property Taxes; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Final Budget For The Fiscal Year Commencing October 1, 2023, And Ending September 30, 2024; Providing For Expenditure Of Budgeted Funds; Providing For Budgetary Controls; Providing For Grants And Gifts; Providing For Budget Amendments; Providing For Encumbrances; And Providing For An Effective Date

C) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 150-070.1, “Miami Springs Gateway Overlay District” Within Article VII, “Business District” Of Chapter 150, “Zoning Code,” Of The City’s Code Of Ordinances To Amend The List Of Uses Permitted On First Floor Levels Along Road Rights-Of-Way; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Citywide Asphalt Patching Services On An As-Needed Basis From Ovas & Co, LLC For Fiscal Year 2022-23 In An Amount Not To Exceed \$11,756.56; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Golf Products From Acushnet Holdings Corp. For The City’s Golf Club Pro Shop For Fiscal Year 2022-23 In An Amount Not To Exceed \$4,941.50; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Approve Mutual Aid Agreements With Other Agency Police Departments; Providing For Implementation; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Consent Order With The Florida Department Of Environmental Protection (FDEP) Relating To National Pollutant Discharge Elimination System (NPDES)

Stormwater Permit No. FLS000003; Providing For Authorization; And Providing For An Effective Date

E) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Brown & Brown Of Florida, Inc. For The City's General, Property, Auto, Workers' Compensation, Cyber, And Other Liability Insurance Coverage; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

**10. Old Business: None.**

**11. New Business: None.**

**12. Other Business:**

A) Approving the Centennial Committee's recommendation of the Miami Springs Centennial Logo

**13. Reports & Recommendations:**

A) City Attorney

B) City Manager

C) City Council

**14. Adjourn**



## CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:  
**Monday, September 25, 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/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

### CALL IN TO THE PUBLIC MEETING

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

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

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

**Call:** 305-805-5006

**Mail:** 201 Westward Drive, Miami Springs, FL 33166



## **City of Miami Springs, Florida**

City Council Workshop Meeting Minutes

Wednesday, August 23, 2023, 6:00 p.m.

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

In-Person/Virtual Council Meeting

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

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Jorge Santin

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph. D.

Councilman Victor Vazquez, Ph.D.

Interim City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Roger Pou

Finance Director Chris Chiocca

Golf Director Paul O'Dell

Pro Shop Manager Mason Kegley

Golf Course Superintendent Laurie Bland

Public Works Director Lazaro Garaboa

Public Works Assistant Director Lizzette Fuentes

Planning Department Silvia Vargas (via Zoom)

Code Compliance Officer Rosemary Novo

Building Official Ulises Fernandez

Police Chief Armando Guzman

IT Director Jorge Fonseca

Recreation Director Omar Luna

Human Resources Director Bill Collins

- 2. Invocation:** Offered by Vice Mayor Jorge Santin

**Salute to the Flag:** The audience participated.

- 3. Opening Remarks and Budgetary Updates from Interim City Manager Tammy Romero & Finance Director Chris Chiocca**

Interim City Manager Tammy Romero made introductory remarks and stated that the City Council received updated information from Staff. She stated that all Department Heads are present to answer any budgetary questions. Finance Director Chris Chiocca stated that at a 6.9900 millage cap, there is a deficit of \$594,603.00 from available fund balance;

at the current millage rate of 6.9100 will create a deficit of \$716,625, which can be funded through the fund balance.

Mayor Mitchell requested that in order to get through the workshop that each Council person discuss which items in the budget possibilities of things to not fund this year or any recommendations on moving forward in the budget.

Councilman Fajet recommended that the City should tap into the excess or unassigned fund balance, which totals \$1.3 million. He is basing his suggested recommendations on the millage of 6.9100. He recommended hiring Calvin Giordano Associates special projects for \$140,000; extra police officer, \$100,000; Police wish-list \$230,000; lower millage rate to 6.8100 and no cuts. He stated that reducing the millage is still possible and would support a reduction of one tenth of a mill.

Councilwoman Bravo recommended for some wish-list funding items such as all of the Police wish-list requests for \$230,000; Parks request for heater, pump and vehicle; CGA special projects and seed money for Centennial Committee. Councilwoman Bravo stated that she wants to take a more conservative approach on the budget. She stated that she understands that with the recent increases it is tough for the City.

Vice Mayor Santin recommended the Police Officer and tasers and the Calvin Giordano Associates special projects proposal. He stated that he would consider a half mill if it were to be offered. He believes more information is needed to further consider more reduction.

Councilman Vazquez stated that he would like to determine how to get to a balanced budget first before looking at wish-list items. He recommends the City not reduce City services or make any cuts. He supports the possibility of maintaining the millage at the millage cap or reducing the millage.

After much discussion, the following items were made part of the funded 2023-2024 Fiscal Budget:

Police Tasers \$40,000  
Police Officer: \$162,000  
CGA Special Projects: \$140,000  
Centennial Committee: \$5,000  
Recreation/Aquatic Pump: \$20,000  
Golf Maintenance Equipment  
Golf Ball Picker: \$17,000  
Public Works Vehicle: \$35,000  
Recreation Vehicle: \$35,000  
Centennial Committee: \$5,000

Mayor Mitchell stated that she is not in favor of raising the millage; as a matter of fact, her goal is to lower it by half a mill, to 6.9050. She stated that it is the City's reputation and

historically reduced the millage, especially the importance of lowering the millage in the eyes of annexation, since it continues to be on the table.

Discussion ensued, the City Council asked questions on a variety of things throughout the budget discussion and by department. The Department Director were on hand to address the Council's questions and concerns. The Finance Director provided insightful scenarios on the millage rates being considered by the City Council.

There was general consensus that the Staff prepare options for considering a millage rate that is one tenth of a mill or half of one tenth of a mill. The Mayor stated that at the September 11<sup>th</sup> Council meeting there will be further discussion and consideration on which direction is in the best interest of the City.



#### **4. Adjourn**

There being no further business to be discussed the meeting was adjourned at 10:50 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
this 25th day of September, 2023.*

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*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***

Special Council Meeting Minutes

Monday, September 11, 2023 at 6:00 p.m.

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

In-Person/Virtual Council Meeting

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:58 p.m.

Present were the following:

Mayor Maria Puente Mitchell (via Zoom)

Vice Mayor Jorge Santin

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D.

City Manager JC Jimenez

Assistant City Manager Tammy Romero

Finance Director Christopher Chiocca

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

City Attorney Roger Pou

City Attorney Lori Smith-Lalla

- 2. Pledge of Allegiance/Salute to the Flag:** The audience participated
- 3. Public Comment:** The following members of the public addressed the City Council: Nihal Perera, 217 Duval Drive.
- 4. New Business:**

**A) Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Providing For The Collection Of Garbage, Trash And Recycling Service Fees Using The Uniform Method Of Collection Of Non-Ad Valorem Revenues; Providing For Fees And Maximum Fees For Garbage, Trash And Recycling Services; Directing The Preparation Of A Final Assessment Roll; Confirming Initial Rate Resolution; Providing For Equalization, Filing, And Lien On Properties To Be Assessed; Providing For Severability; And Providing For An Effective Date

**City Attorney Haydee Sera read the Resolution by title.**

**After brief discussion, Councilman Vazquez moved to approve the Resolution as read. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.**

**5. Adjourn**

There being no further business to be discussed the meeting was adjourned at 7:10 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on This  
25th day of September, 2023.*

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*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, September 11, 2023 at 7:00 p.m.

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

In-Person/Virtual Council Meeting

- 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 (attended via Zoom until arrival at 8:00 p.m.)

Vice Mayor Jorge Santin

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez. Ph.D.

City Manager JC Jimenez

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

City Attorney Roger Pou

Police Chief Armando Guzman

Public Works Director Lazaro Garaboa

Assistant Public Works Director Lizette Fuentes

- 2. Invocation:** Offered by Councilman Walter Fajet  
**Pledge of Allegiance:** The audience led in the pledge.

- 3. Agenda / Order of Business:** None at this time.

- 4. Awards & Presentations:**

A) Swearing-in Ceremony of Police Officer Steven Torres by Police Chief Guzman

**The Vice Mayor recognized Chief Guzman and welcomed him to the podium. Chief Guzman proceeded to swear-in new police officer Steven Torres. Officer Torres thanked the Chief, City Administration and the City Council for the opportunity and the support.**

B) Presentation/Proclamation by Silvia Vanni, Co-Founder of Mystic Force Foundation, non-profit charity raising awareness for Childhood Cancer Research Month

**The Vice Mayor invited Ms. Vanni and members of the Mystic Force Foundation to the front. Vice Mayor read the proclamation and thanked the members of the Foundation for their ongoing dedication to awareness and their support for Childhood Cancer**

**Awareness Month. Ms. Vanni thanked the Vice Mayor and City Council for their support.**

C) Presentation by Timothy Watson, Public Affairs Specialist with the U.S. Small Business Administration, on the Economic Injury Disaster Loan for businesses and nonprofits that have difficulty meeting financial obligations as a direct result of a disaster

**Mr. Watson was not available to attend the meeting.**

D) Yard of the Month Award for September 2023 – 1200 Westward Drive – Maxima Beckman

**The Vice Mayor recognized Ms. Beckman for her Yard of the Month Award for September. Ms. Beckman was not present to receive their award. City Clerk Erika Gonzalez stated that the award will be delivered to Ms. Beckman.**

**5. Open Forum: The following members of the public addressed the City Council: Nihal Perera, 217 Duval Drive; and Eduardo Lanazares, 389 LaVilla Drive.**

**6. Approval of Council Minutes:**

- A) August 21, 2023 – Budget Workshop
- B) August 28, 2023 – Regular Meeting

**Councilman Vazquez moved to approve the minutes of August 21, 2023 Budget Workshop, August 28, 2023 Regular Meeting. Councilwoman Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.**

**7. Reports from Boards & Commissions: None.**

**8. Public Hearings:**

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Adopting The Proposed Millage Rate For Fiscal Year 2023-2024 In The Amount Of 6.9100 Mills, Which Is 10.79% Higher Than The Roll-Back Rate Of 6.2370 Mills, To Balance The General Fund For Fiscal Year 2023-2024; And Providing For An Effective Date

**City Attorney Haydee Sera read the Resolution by title; announcing the millage rate and percentage over the rolled back rate. The Mayor opened the public hearing. The following members of the public addressed the City Council: Michael Gavila, 227 South Royal Poinciana Boulevard; Nihal Perera, 217 Duval Drive. The Mayor closed the public hearing.**

**After discussion, Councilwoman Bravo moved to approve the millage rate at 6.9900, which is 12.07% higher than the roll back rate. Councilman Vazquez seconded the**

**motion, which carried 3-2 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Vazquez voting Yes; Councilman Fajet and Mayor Mitchell voting No.**

**B) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Tentative Budget For The Fiscal Year Commencing October 1, 2023, And Ending September 30, 2024; Confirming Date Of Second Public Hearing; And Providing For An Effective Date**

**City Attorney Haydee Sera read the Resolution by title. The Mayor opened the public hearing, there were no speakers at this time.**

**Councilman Fajet moved to approve the Resolution as read. Vice Mayor Santin seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes; Councilman Vazquez voting No.**

**9. Consent Agenda: (Funded and/or Budgeted): None at this time.**

**10. Old Business: None.**

**11. New Business:**

**A) Ordinance – First Reading – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 150-070.1, “Miami Springs Gateway Overlay District” Within Article VII, “Business District” Of Chapter 150, “Zoning Code,” Of The City’s Code Of Ordinances To Amend The List Of Uses Permitted On First Floor Levels Along Road Rights-Of-Way; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date**

**City Attorney Haydee Sera read the Ordinance by title.**

**Councilman Vazquez moved to approve Ordinance on first reading as read. Councilman Fajet seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes; Councilwoman Bravo voting No.**

**12. Other Business:**

**A) Request by Councilman Fajet to discuss the FDOT Iron Triangle Project**

**Councilman Fajet requested this item for further discussion. Florida Department of Transportation (FDOT) was supposed to get back to the City on a current update in order to understand where the project is at this point in time. Mayor Mitchell explained the project a bit more, where an overpass would feed into LeJune Road, which would adversely affect the City. She agrees that the City should request FDOT to come to a meeting and update the City Council and residents.**

B) Request by Councilman Fajet to discuss the Abraham Tract

Councilman Fajet wanted to discuss the Abraham Tract, approximately twenty-six acres, that the City owns. He recognizes that the area is underutilized and is sitting in an area that is soon to be massively developed, with the Beckham Group. He feels that as a City, managing that area responsibly in order to maximize the outcome of any future developments. City Planner, Silvia Vargas of CGA, addressed the City Council and stated that this area is a part of their proposed special projects scope in the upcoming budget. She stated that she will keep the City Council updated on the area as the project progresses.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera stated that it was great to be back. She thanked City Attorney Roger Pou for stepping in and doing a wonderful job while she was on maternity leave. The City Attorney welcomed the new City Manager, JC Jimenez to the team and said she is looking forward to working with him.

B) City Manager

City Manager JC Jimenez stated that the City was notified today by Miami-Dade County that they will begin asphalt resurfacing on East Drive heading west to South Royal Poinciana Blvd. to the Circle, then North Royal Poinciana Blvd. through all the way to the FEC train tracks. He stated that he met with the owners of the Town Center, they informed him that asphalt will be going in on Canal Street to open shortly thereafter. Hopefully, they will receive their TCO in order to start occupancy. The City Manager reassured the City Council that the issues in budget process is normal and we will get through it together.

C) City Council

Vice Mayor Santin thanked City Attorney Roger Pou for all his work. He stated that despite the slight contention tonight on setting the millage rate, he knows it is a difficult decision, but wants to do his best to represent the City.

Councilwoman Bravo congratulated the newly sworn in Police Officer Steven Torres. She further welcomed new City Manager JC Jimenez to the team and stated she feels we have a powerhouse now with the new Finance Director and City Manager. Councilwoman Bravo welcomed Haydee Sera back from maternity leave, and thanked Roger Pou for his dedication and hard work. She stated that she is thankful for her colleagues on always coming together and making the best decisions for the community.

Councilman Fajet stated that we were elected to do what is right and what is the best for the City. He stated that he is very happy working with his counterparts, and make a good team and do what is best for the City. Councilman Fajet thanked the

**constituents for their continued backing and support.**

**Councilman Vazquez stated he appreciates Councilman Fajet's words. He explained the War Memorial Renovation project for the new City Manager. He explained the American Legion has been advocating for State funding and has secured \$150,000 appropriation for the project. He provided a timeline of groundbreaking ceremony for November 2023 for Veteran's Day and completion by May 2024 for Memorial Day. He thanked the Senator Avila and the City for their continued support.**

**Mayor Mitchell stated that today is September 11<sup>th</sup> and gave her condolences to the family and friends that lost a loved one in the tragedy. She further welcomed the new City Manager, JC Jimenez to the City; she looks forward to working with him. She thanked Assistant City Manager Tammy Romero for stepping up to the plate and providing outstanding work. She reminded the City Staff and Council that requests for State appropriations is approaching quickly and the City needs to determine what the City will be requesting this year. The Mayor inquired if the Town Center is applying the pueblo-mission style accents to the building.**

#### **14. Adjourn**

**There being no further business to be discussed the meeting was adjourned at 9:05 p.m.**



*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 25th day of September, 2023.*

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*Maria Puente Mitchell, Mayor*

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



**CITY OF MIAMI SPRINGS  
OFFICE OF THE CITY CLERK**

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

**TO:** Erika Gonzalez-Santamaria, MMC, City Clerk  
**VIA:** Sandra Duarte, Assistant to the City Clerk  
**FROM:** Ecology Board  
**DATE:** August 11, 2023  
**SUBJECT:** Recommendations from the August 10, 2023 Regular Meeting

\*\*\*\*\*

Agenda Items:

4. Old Business

a. Developing Awareness Campaign for City's Environmental Impact Resolution

**To approved the Eco Restaurant of the Month application for the Awareness Campaign.**

**First: Katie Remmen Ortiz.**

**Second: Chair Wendy Anderson-Booher.**

**Vote: 3-0**

## Eco Restaurant of the Month (or Quarter)—DRAFT PROPOSAL

- a. That the City advertise via social media that a restaurant in Miami Springs can be chosen each month for “Eco Restaurant of the Month”. That the City also make a flyer/ handout that can be printed out and distributed as needed. Advertising to include items from (b.) as seen below.
- b. That the restaurants that are interested in competing can send an email (City sets up an email address for this purpose) describing how their restaurant does the following:
  1. **Green** Your Food Offerings. ...
  2. Practice Water Efficiency and Conservation. ...
  3. Reduce Waste. ...
  4. Have Strict Recycling Policies in Place. ...
  5. Clean **Green**. ...
  6. Ditch Disposables for Takeout. ...
  7. Reduce Pollution. ...
  8. Use Energy Efficiently.

Source: <https://www.thebalancesmb.com/best-eco-friendly-practices-for-organic-restaurants-2538358>
- c. That a member of the Ecology Board can visit each of the restaurants that submit their descriptions for consideration and choose the restaurant for the month.

Step 1- Ecology Board to designate one member on a rotating basis to complete the task.

Step 2- (Assistant) City Clerk forwards any submissions from restaurants that appear in the Eco Restaurant email, to the designated Ecology Board member.

Step 3- Board member notifies the (Assistant) City Clerk.
- d. That the “winning” restaurant receive a certificate, and/ or window sticker and/or plaque, or similar item, to place in their restaurant indicating that they are the “Eco Restaurant of the Month” for a designated month/ bimonthly period / quarter etc. (depending on how many restaurants participate).

Proposal Submitted by Ann ‘Trina’ Aguila, member of Miami Springs Ecology Board, on October 30, 2019.



Application Date: \_\_\_\_\_

Name of Restaurant: \_\_\_\_\_

Address of Restaurant: \_\_\_\_\_ Miami Springs, FL 33166

Name of Applicant: \_\_\_\_\_ who is the:

Restaurant Owner    Representative    Other: \_\_\_\_\_

Phone Num.: \_\_\_\_\_ Email: \_\_\_\_\_

**Please describe how your restaurant does the following. Be sure to include any methods or initiatives that your restaurant has done to go Green:**

- Green your food offerings
- Practice water efficiency and conservation
- Reduce waste
- Have strict recycling policies in place
- Clean using green products
- Disposables and takeout alternatives
- Reduce pollution
- Use energy efficiently

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**Use the back of this page or add an additional page as needed.**



## City of Miami Springs Ecology Board

### ECO-RESTAURANT OF THE MONTH DECISION LETTER

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Month 00, 202X

Owner Name  
Restaurant Name  
Address of Restaurant  
Miami Springs, FL, 33166

Dear Restaurant Owner/Applicant,

The Ecology Board wishes to express their sincere thanks for your Eco-Restaurant of the Month application. As determined through the Ecology Board meeting of Month 00, 202X the application for RESTAURANT NAME located at ADDRESS has been approved.

### **!~Congratulations~!**

What impressed us the most about your restaurant was INSERT INFO OF APPLICATION, and we hope you will continue to move forward with new and eco-friendly ideas. We would like to present you with a certificate as a token of our appreciation to say thank you for the many eco-conscious initiatives you have taken.

Please let us know if you will be available to receive your certificate in person during the Council meeting scheduled for Monday, Month 00, 202X at 7:00 p.m. Contact our Secretary at your earliest convenience so we may schedule this presentation. Sandra Duarte can be reached at 305.805.5005 or via email at [duartes@miamisprings-fl.gov](mailto:duartes@miamisprings-fl.gov).

Again, thank you for your contributions in making our community more green!

Sincerely,

---

Chair Wendy Anderson-Booher

Supported by:

Board Member Marcel Bozas  
Board Member Gines Lleonart  
Board Member Katie Remmen Ortiz

**RESOLUTION NO. 2023 –**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 IN THE AMOUNT OF 6.9900 MILLS, WHICH IS 12.07 % HIGHER THAN THE ROLL-BACK RATE OF 6.2370 MILLS; ANNOUNCING THE PERCENTAGE INCREASE IN PROPERTY TAXES; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser (“Property Appraiser”) has certified the taxable value within the City of Miami Springs (the “City”) for the year 2023, which includes all real property within the City; and

**WHEREAS**, on July 20, 2023, the City Council adopted Resolution No. 2023-4105 determining the proposed millage rate for the fiscal year commencing October 1, 2023 and further scheduled public hearings on the millage rate as required by Section 200.065, Florida Statutes, the first hearing was held on Monday, September 11, 2023 at 7:00 P.M. and the second to be held on Monday, September 25, 2023 at 7:00 P.M., both at City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, Florida 33166; and

**WHEREAS**, at the initial public hearing on September 11, 2023, the City Council adopted Resolution No. 2023-4119 setting a tentative millage rate of 6.9900 mills; and

**WHEREAS**, the City Council finds that it is necessary to levy an ad valorem millage rate in the City; and

**WHEREAS**, the City Council and the City Manager have reviewed the City’s proposed Fiscal Year 2023-2024 Budget, considered an estimate of the necessary expenditures contemplated for in the Budget, and have determined that the final millage rate levy set forth below provides the necessary funds for such expenditures; and

**WHEREAS**, the City Council, has considered the general public’s comments regarding the final millage rate, has complied with the notice requirements of Florida law, and wishes to adopt the City’s final millage rate to balance the final budget for Fiscal Year 2023-2024.

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

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

**Section 2. Adopting Final Millage Rate and Announcing Rolled-Back Rate.**  
That the City of Miami Spring's final millage rate to be levied for the fiscal year commencing October 1, 2023 and ending September 30, 2024 is hereby fixed at 6.9900 mills per \$1,000.00 of assessed property value, which is 12.07% greater than the rolled-back rate of 6.2370 mills per \$1,000.00 of assessed property value.

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

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

Vice Mayor 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

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR BUDGETARY CONTROLS; PROVIDING FOR GRANTS AND GIFTS; PROVIDING FOR BUDGET AMENDMENTS; PROVIDING FOR ENCUMBRANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser (“Property Appraiser”) has certified the taxable value within the City of Miami Springs (the “City”) for Fiscal Year 2023-2024, which includes all real property within the City; and

**WHEREAS**, on July 20, 2023, the City Council adopted Resolution No. 2023-4105 determining the proposed millage rate for the fiscal year commencing October 1, 2023, and further scheduled public hearings on the millage rate as required by Section 200.065, Florida Statutes, the first hearing to be held on Monday, September 11, 2023, at 7:00 P.M. and the second to be held on Monday, September 25, 2023, at 7:00 P.M., both at City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, Florida 33166; and

**WHEREAS**, the City Manager has submitted to the City Council a budget for Fiscal Year 2023-2024 showing estimates of revenues and expenditures, together with the character and object of expenditures and an estimate of all municipal projects pending or to be undertaken; and

**WHEREAS**, the City Council and the City Manager have reviewed the City’s proposed Fiscal Year 2023-2024 Budget, considered an estimate of the necessary expenditures contemplated for in the Budget, and determined the final millage rate levy to provide the necessary funds for such expenditures; and

**WHEREAS**, the City Council has considered the general public’s comments regarding the proposed and final budgets, has complied with the notice requirements of Florida law, and wishes to adopt the City’s final budget for Fiscal Year 2023-2024.

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



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

**Section 2. Adopting Budget.** The City's Budget for the fiscal year commencing October 1, 2023 and ending September 30, 2024, is hereby approved and adopted as set in Exhibit "A," attached hereto and incorporated herein ("Budget").

**Section 3. Authorizing Expenditure of Budgeted Funds.** Funds appropriated in the Budget may be expended by and with the approval of the City Manager in accordance with the provisions of the City Charter and applicable laws. City funds shall be expended in accordance with the appropriations provided in the Budget adopted herein and shall constitute an appropriation of the amounts specified therein. Supplemental appropriations or the reduction of appropriations, if any, shall be made in accordance with the City Charter, City Code, and applicable laws.

**Section 4. Budget Control.** The Budget establishes a limitation on expenditures by fund total. Fund limitations require that the total sum allocated to each fund for Operating and Capital expenses not be increased or decreased without specific authorization by a duly-enacted Resolution affecting such amendment or transfer. Therefore, the City Manager may authorize transfers from one individual line item account to another and from one department to another so long as the line item and department accounts are within the same fund.

**Section 5. Grants and Gifts.** If and when the City receives monies from any source, be it private or public, by grant, gift, or otherwise, to which there is attached, as a condition of acceptance, any limitation regarding the use of expenditures of the monies received, the funds so received need not be shown in the Operating Budget nor shall said budget be subject to amendment of expenditures as a result of the receipt of said monies, but said monies shall only be disbursed and applied toward the purposes for which the said funds were received. To ensure the integrity of the Operating Budget, and the integrity of the monies received by the City under grants or gifts, all monies received as contemplated above must, upon receipt, be segregated and accounted for based upon generally accepted accounting principles and, where appropriate, placed into separate and individual trust and/or escrow accounts from which any money drawn may only be disbursed and applied within the limitations placed upon same.

**Section 6. Amendments.** If the City Manager determines that an Operating or Capital Fund total will exceed its original appropriation, the City Manager is hereby authorized and directed to prepare such resolutions as may be necessary and proper to amend the Budget.

Section 7. Encumbrances. All outstanding encumbrances on September 30, 2022 shall lapse at that time and all lapsed capital encumbrances shall be re-appropriated in the 2022-2023 Fiscal Year.

Section 8. Effective Date. That this Resolution shall become effective immediately upon adoption.

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

Vice Mayor 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 25th day of September, 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**

**FINAL BUDGET**

**FISCAL YEAR 2023-24**

<b>Funds</b>	<b>Revenues &amp; Reserves</b>	<b>Expense Appropriations &amp; Reserves</b>
General Fund	\$23,005,129	\$23,005,129
Special Revenue Funds	\$3,828,447	\$3,828,447
Enterprise Funds	\$3,255,410	\$3,255,410
Debt Service Fund	\$1,805,985	\$1,805,985
<b>TOTALS</b>	<b>\$31,894,971</b>	<b>\$31,894,971</b>

## MEMORANDUM

To: Honorable Mayor and Council

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

Date: September 25, 2023

RE: Ordinance Amending Section 150-070.1, "Miami Springs Gateway Overlay District," of the City Code of Ordinances (the "Code").

**UPDATE: On September 11, 2023, the City Council adopted the above-referenced Ordinance amending Section 150-070.1 of the City Code on First Reading and directed City Staff and the City Attorney to develop and incorporate a definition clarifying what constitutes a Medical Office Use in the Gateway Overlay District for Second Reading of the Ordinance. At this time, City Staff requests deferral of this Ordinance to the Regular City Council Meeting at 7:00 p.m. on October 9, 2023, at City Hall Council Chambers (201 Westward Dr, Second Floor, Miami Springs, FL 33166) to allow City Staff additional time to develop and incorporate the changes requested at First Reading.**

### Background:

Section 150.070.1, "Miami Springs Gateway Overlay District," of the City Code establishes the Miami Springs Gateway Overlay District (the "Overlay District"), which encompasses the area graphically depicted below within the Central Business District (CBD):



The Overlay District regulations provide that restaurant and/or retail uses are the only permitted uses along road rights-of-way on first floor levels (the "Existing Uses"). Since the adoption of the Overlay District in 2018, the market's demand for traditional retail uses has decreased significantly, which trend has accelerated since the COVID-19 Pandemic. Accordingly, the City Council has identified a need to amend the list of permitted uses along road rights-of-way on first floor levels by expanding the list of permitted uses in the District. By doing so, the Council seeks to ensure the success of current and future developments in the Overlay District.

The proposed Ordinance would amend the Overlay District regulations to permit the following additional uses along road rights-of-way on first floor levels (collectively, the "Proposed Uses"):

1. Office Use, including medical and dental, along any street frontage except Curtis Parkway and South and North Royal Poinciana Boulevards.
2. Personal Services (e.g., barbershops, beauty parlors, physical therapy clinics), with hours of business between 6:00 a.m. and 10:00 p.m., along Hook Square frontage only.
3. Veterinarian Use (which may provide short-term boarding for medical purposes only, for no more than 48 hours), along Hook Square or Canal Street frontage only, provided that no Veterinarian Use may be located within 0.25 airline miles of the front door of an existing Veterinarian Use within the Gateway District.<sup>1</sup>

By limiting the location of the Proposed Uses to those areas fronting secondary streets (i.e., Hook Square, Nahkoda Drive, and Canal Street), the City maintains the Existing Uses as the primary uses in the Overlay District. Furthermore, keeping the Proposed Uses to secondary streets allows the City to continue emphasizing the Existing Uses in a manner that facilitates lively pedestrian activity and walkability along Curtis Parkway and South and North Royal Poinciana Boulevards in the Overlay District.

**Second Reading:** If the Ordinance is adopted by Council on first reading, it will be advertised for second reading and placed on the agenda for the September 25, 2023, Council Meeting.

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<sup>1</sup> Distance shall be measured from the front door of the proposed Veterinarian Use to the front door of the existing Veterinarian Use.

1   **ORDINANCE NO. 2023-\_\_\_\_\_**

2           **AN ORDINANCE OF THE CITY OF MIAMI SPRINGS,**  
3           **FLORIDA, AMENDING SECTION 150-070.1, "MIAMI**  
4           **SPRINGS GATEWAY OVERLAY DISTRICT" WITHIN**  
5           **ARTICLE VII, "BUSINESS DISTRICT" OF CHAPTER 150,**  
6           **"ZONING CODE," OF THE CITY'S CODE OF**  
7           **ORDINANCES TO AMEND THE LIST OF USES**  
8           **PERMITTED ON FIRST FLOOR LEVELS ALONG ROAD**  
9           **RIGHTS-OF-WAY; PROVIDING FOR CONFLICTS;**  
10          **PROVIDING FOR SEVERABILITY; PROVIDING FOR**  
11          **CODIFICATION; AND PROVIDING FOR AN EFFECTIVE**  
12          **DATE.**

13           **WHEREAS**, the City of Miami Springs (the "City") finds it periodically necessary to  
14 amend its Code of Ordinances (the "Code") in order to update regulations and procedures  
15 to implement municipal goals and objectives; and

16           **WHEREAS**, on June 25, 2018, the City adopted Ordinance No. 1107-2018 to  
17 create the Miami Springs Gateway Overlay District (the "District") and provide regulations  
18 for the District, which were amended on January 14, 2019, pursuant to Ordinance No.  
19 1111-2019 and on August 22, 2022, pursuant to Ordinance No. 1125-2022; and

20           **WHEREAS**, the District regulations currently restrict first floor uses along road  
21 rights-of-way to restaurant and retail uses (the "Existing Uses") only; and

22           **WHEREAS**, as a result of changing market demands since the District's creation  
23 in 2018, demand for traditional retail uses has decreased; and

24           **WHEREAS**, after review of the District's Existing Uses, the City Council has  
25 identified a need to amend the list of uses permitted on first floor levels to ensure the  
26 success of current and future developments in the District and encourage vibrant  
27 pedestrian activity and walkability; and

28           **WHEREAS**, specifically, the City Council has identified that office, personal  
29 services, and veterinarian clinic uses along secondary streets in the District, subject to  
30 certain use restrictions and conditions, will enhance the commercial viability and vibrancy  
31 of current and future developments in the District while maintaining restaurant and retail  
32 uses as the primary uses in the District; and

33           **WHEREAS**, specifically, the City Council desires to continue allowing only the  
34 Existing Uses along Curtis Parkway and South and North Royal Poinciana Boulevards  
35 (the "Primary Streets") in order to facilitate and enhance lively pedestrian activity and  
36 walkability along the main thoroughfares of the District; and

37           **WHEREAS**, the City desires to allow office uses, including medical and dental,  
38 along street frontages except the Primary Streets to enhance the commercial viability of  
39 the District; and

40           **WHEREAS**, the City Council further desires to allow personal services uses along  
41 the Hook Square street frontage only to further enhance the commercial viability of the  
42 District, while ensuring such uses do not become concentrated uses in the District; and

43           **WHEREAS**, the City Council also desires to allow veterinarian uses, along Hook  
44 Square or Canal Street frontage only, provided that no veterinarian use may be located  
45 within 0.25 airline miles of the front door of a proposed veterinarian use to the front door  
46 of an existing veterinarian use within the District; and

47           **WHEREAS**, the City Council finds that the distancing limitations on veterinarian  
48 uses are necessary to curtail and limit exposure to the potential negative effects of the  
49 use, including the potential for increased biological waste and excess noise pollution; and

50           **WHEREAS**, on \_\_\_\_\_, 2023, at a duly noticed public hearing in  
51 accordance with law, the City Council, sitting as the Local Planning Agency, reviewed  
52 and recommended approval of this Ordinance, and determined that it is consistent with  
53 the City's Comprehensive Plan; and

54           **WHEREAS**, the City Council finds that this proposed Ordinance serves to further  
55 enhance the protection of the public health, safety and welfare.

56           **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL**  
57 **OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:<sup>1</sup>**

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

60           **Section 2.** **Amending Code.** That Section 150.070.1 “Miami Springs Gateway  
61 Overlay District” within Chapter 150, “Zoning Code,” of the Code of Ordinances of Miami  
62 Springs, Florida, is hereby amended as follows:

63   **Chapter 150 – ZONING CODE**

64   \* \* \*

65   **ARTICLE VII. BUSINESS DISTRICT**

66   \* \* \*

67   Section 150-070.1. - Miami Springs Gateway Overlay District.

68   \* \* \*

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<sup>1</sup> 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 ~~double strikethrough~~ and double underline.

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

76 \* \* \*

77 3. Uses. The uses in the CBD shall remain in effect for the Gateway District, except that  
78 hotels shall be prohibited in the Gateway District. Additionally Notwithstanding, first floor  
79 uses along road rights-of-way shall be limited to:

80 a. Restaurant (and lounge), café, cafeteria.

81 b. and/or Retail Use.

82 c. Office Use, including medical and dental, along any street frontage except Curtis  
83 Parkway and South and North Royal Poinciana Boulevards.

84 d. Personal Services (e.g., barbershops, beauty parlors, physical therapy clinics),  
85 with hours of business between 6:00 a.m. and 10:00 p.m., along Hook Square  
86 frontage only.

87 e. Veterinarian Use (which may provide short-term boarding for medical purposes  
88 only, for no more than 48 hours), along Hook Square or Canal Street frontage only,  
89 provided that no Veterinarian Use may be located within 0.25 airline miles of the  
90 front door of an existing Veterinarian Use within the Gateway District. The distance  
91 shall be measured from the front door of the proposed Veterinarian Use to the front  
92 door of the existing Veterinarian Use.

93 The ground floor shall contain occupiable, air-conditioned space for permitted commercial  
94 uses with a minimum depth of 40 feet from the building façade for those portions of the  
95 building along road rights-of-way, except such features as, without limitation, driveways,  
96 utility infrastructure, colonnades and outside dining areas. Direct access to such uses and  
97 full storefront windows are encouraged. Upper floors may be commercial, office,  
98 residential, or a mix of residential, office, and commercial. The mixed-use ratio found in §  
99 150.070 of the Code shall not apply to the Gateway District.

100 \* \* \*

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

104 **Section 4. Severability.** That the provisions of this Ordinance are declared to  
105 be severable and if any section, sentence, clause or phrase of this Ordinance shall for  
106 any reason be held to be invalid or unconstitutional, such decision shall not affect the  
107 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but



108 they shall remain in effect, it being the legislative intent that this Ordinance shall stand  
109 notwithstanding the invalidity of any part.

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

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

117 **PASSED ON FIRST READING** on the \_\_ day of \_\_\_\_\_, 2023, on a motion  
118 made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

119 **PASSED AND ADOPTED ON SECOND READING** this \_\_\_ day of \_\_\_\_\_, 2023,  
120 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_. Upon being put to a  
121 roll call vote, the vote was as follows:

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

127  
128  
129

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

131 ATTEST:

132  
133  
134

135 \_\_\_\_\_  
136 ERIKA GONZALEZ, MMC  
137 CITY CLERK

138  
139 APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
140 FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

141  
142  
143

144 \_\_\_\_\_  
145 WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY



# AGENDA MEMORANDUM

**Meeting Date:** 9/18/2023

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

**Via:** J.C. Jimenez, City Manager

**From:** Lazaro Garaboa, Public Works Director

**Subject:** Ovas Blanket PO - Increase

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**RECOMMENDATION:** Recommendation by Public Works that Council approves an increase to the existing open purchase order #230382 to Ovas & Co, LLC, in the amount of \$11,656.56 for citywide asphalt patching, as funds were budgeted in the FY 22/23.

**DISCUSSION:** On December 12, 2022 Council initially approved \$25,000.00 by waiver of the competitive bid process. Council then approved an additional \$50,000.00 on May 8, 2023 for the continuation of citywide asphalt patching. As a result of Citywide Annual Sidewalk Replacement and Repairs Program, road asphalt patching is needed at several locations. Various locations where new sidewalks or sidewalk repairs have been completed; along with the necessary restoration of alley approach/entrance to match up to sidewalk height is required. This effort is to eliminate the gap between the sidewalk and alley approach. The paving of the entrance to alleys retains the dirt and sediment from the roadway. Other areas also require asphalt restoration surrounding storm drains that have eroded.

(1) Funds requested are to close-out the Citywide Annual Sidewalk Replacement and Repairs Program for FY22/23 in the amount of \$755.31

(2) The Ludlam Bike Path required immediate re-paving of 2,295 square feet to eliminate trip hazards from Crane to Falcon Avenue in the amount of \$10,901.25.

CITT transportation funds will be utilized for these expenses. Ovas & Co, LLC is a long-time vendor that is reliable and readily available when needed, for these small projects.

Spent in FY: 22/23 \$74,270.30  
FY: 21/22 \$32,260.00  
FY: 20/21 \$44,620.00

<b><u>Submitted by:</u></b>	<b><u>Approved by (sign as applicable):</u></b>	<b><u>Funding:</u></b>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>CITT</u>
Prepared by: <u>Lizette Fuentes</u>	Procurement: _____	Account No.: <u>135-0902-541.46-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>75,000.00</u>
		Current request: \$ <u>11,656.56</u>
		Total vendor amount: \$ <u>86,656.56</u>

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ADDITIONAL CITYWIDE ASPHALT PATCHING SERVICES ON AN AS-NEEDED BASIS FROM OVAS & CO, LLC FOR FISCAL YEAR 2022-23 IN AN AMOUNT NOT TO EXCEED \$11,756.56; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on December 12, 2022, the City Council adopted Resolution No. 2022-4053, approving the issuance of a purchase order to Ovas & Co, LLC (the “Vendor”) for citywide asphalt patching services (the “Services”) on an as-needed basis for fiscal year 2022-23 in an amount not to exceed \$25,000; and

**WHEREAS**, the Vendor has historically provided the City with the Services on an as-needed basis; and

**WHEREAS**, on May 8, 2023, the City Council adopted Resolution No. 2023-4087, approving the purchase of additional Services on an as-needed basis from the Vendor in an amount of \$50,000.00; and

**WHEREAS**, the City desires to utilize the Services of the Vendor to make additional repairs to the Ludlam Bike Path and additional sidewalk repairs near alley approaches and entrances (“Additional Repairs”) in an amount not to exceed \$11,656.56, for a total not to exceed of \$86,656.56 for fiscal year 2022-23; and

**WHEREAS**, the City Council desires to approve the purchase of the Services for the Additional Repairs from the Vendor for fiscal year 2022-23 in an amount not to exceed \$11,656.56; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the purchase of the Services for the Additional Repairs from the Vendor for fiscal year 2022-23 in an amount not to exceed \$11,656.56.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$11,656.56, for a total not to exceed of \$86,656.56 for fiscal year 2022-23.

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

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

Vice Mayor 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 25<sup>th</sup> day of September, 2023.

ATTEST:

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

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

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



# AGENDA MEMORANDUM

**Meeting Date:** 9/25/2023

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

**Via:** JC Jimenez, City Manager

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

**Subject:** Acushnet

## RECOMMENDATION:

Recommendation by Golf that Council approve an increase to the City's current open purchase order # 230182 with Acushnet, in an amount not to exceed \$4,941.50, for golf products as funds were budgeted in the FY22/23 Budget pursuant to Section §31.11 (F)(5)(11)(C) of the City Code.

**DISCUSSION:** Acushnet owns the rights to Titleist and Foot Joy Brand. We purchase their merchandise through a discounted program and re-sale them at the market price at our golf shop.

**Submission Date and Time:** 9/19/2023 10:00 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<b>Department:</b> <u>Golf</u> <b>Prepared by:</b> <u>Laurie Bland</u> <b>Attachments:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Budgeted/ Funded:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Dept. Head:</b> _____ <b>Procurement:</b> _____ <b>Asst. City Mgr.:</b> _____ <b>City Manager:</b> _____	<b>Dept./ Desc.:</b> <u>Golf Course Operations</u> <b>Account No.:</b> <u>001-5707-572-5205</u> <b>Additional Funding:</b> <u>N/A</u> <b>Amount previously approved:</b> \$ <u>40,000.00</u> <b>Current request:</b> \$ <u>4,941.50</u> <b>Total vendor amount:</b> \$ <u>44,941.50</u>

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ADDITIONAL GOLF PRODUCTS FROM ACUSHNET HOLDINGS CORP. FOR THE CITY'S GOLF CLUB PRO SHOP FOR FISCAL YEAR 2022-23 IN AN AMOUNT NOT TO EXCEED \$4,941.50; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") purchases brand name golf apparel, equipment, and merchandise from Titleist and FootJoy (the "Supplies") for resale at the City's Golf Club Pro Shop; and

**WHEREAS**, the City has historically purchased the Supplies from Acushnet Holdings Corp. (the "Vendor") as the Supplies are only available from the Vendor; and

**WHEREAS**, pursuant to Section 31-11(E)(6) of the City's Code of Ordinances, the purchase of the additional Supplies is exempt from the City's competitive procurement process as the City's purchasing agent, in concurrence with the City Manager, has made a written determination that after conducting a good faith review of available sources, there is only one source for the required supplies, materials, or services; and

**WHEREAS**, the City is in need of additional Supplies for resale at the City's Golf Club Pro Shop in the amount of \$4,941.50, for a total amount not to exceed \$44,941.50 for fiscal year 2022-23; and

**WHEREAS**, the City Council desires to approve the purchase of the additional Supplies from the Vendor for fiscal year 2022-23 in an amount not to exceed \$4,941.50; and

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

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

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

**Section 2. Approval.** The City Council hereby approves the purchase of the additional Supplies from the Vendor for fiscal year 2022-23 in an amount not to exceed \$4,941.50 pursuant to Section 31-11(E)(6)(c) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$4,941.50, for a total not to exceed of \$44,941.50 for fiscal year 2022-23.

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

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

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 25<sup>th</sup> day of September, 2023.

ATTEST:

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

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

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



**RESOLUTION NO. 2023- \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE MUTUAL AID AGREEMENTS WITH OTHER AGENCY POLICE DEPARTMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the responsibility of the governments of the City of Miami Springs (the “City”) and surrounding jurisdictions, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

**WHEREAS**, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or may be, beyond the control of the services, personnel, equipment, or facilities of the City Police Department, the City regularly seeks mutual aid agreements with other governmental agencies; and

**WHEREAS**, the entering into of these agreements has become standard practice and does not require the outlay of significant funding or disposal of personnel or equipment; and

**WHEREAS**, recognizing the foregoing and that individual approval for each mutual aid agreement by the City Council can delay establishing these needed public safety relationships, the City Council desires to authorize the City Manager to enter into mutual aid agreements with other police agencies on an ongoing basis; and

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

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

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

**Section 2. Authorization.** The City Manager is hereby authorized, on an on-going basis, to enter into mutual aid agreements with other police agencies on behalf of the City, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

**Section 3. Implementation.** That 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.

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

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

Vice Mayor 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 25<sup>th</sup> day of September, 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



## MEMORANDUM

To: Honorable Mayor and Council

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

Date: September 25 2023

RE: Florida Department of Environmental Protection (FDEP) Consent Order

### **BACKGROUND**

Pursuant to Section 403.0885, Florida Statutes, the Florida Department of Environmental Protection ("FDEP") issued National Pollutant Discharge Elimination System ("NPDES") Permit No. FLS000003 ("Permit") to Miami-Dade County and the co-permittees named in the NPDES Permit ("Co-permittees"). The City of Miami Springs ("City"), along with several other municipal Co-permittees, is a party to the NPDES Permit and is required to comply with its requirements. As a Co-permittee, the City must periodically complete a Permit reapplication review.

In April of 2022, FDEP advised various cities, including the City, that they would be scheduled for an audit in May 2022. The audit notice provided a copy of the prior Cycle 3 Year 5 (November 2017) audit report. The City's audit was conducted in May of 2022 and a Warning Letter pursuant thereto alleging various violations of the NPDES Permit was subsequently provided to the City in July of 2022 (the "Warning Letter"). City Staff responded to the Warning Letter on the City's behalf.

On November 3, 2022, the City received correspondence from FDEP relating to its NPDES Permit reapplication review, which provided that the City needed to submit its annual report cover letter for reapplication purposes pursuant to Rule 62-624.420, F.A.C. together with information which was not submitted in its entirety, pursuant to Part V.B.3. and Part VI.C of the NPDES Permit. The City was also notified by FDEP that the City needed to:

1. Strengthen its legal authority to conduct inspections and monitoring, and to control illicit discharges, illicit connections, illegal dumping, improper disposal and spills into the City's stormwater system;
2. Strengthen its legal authority to require compliance with the Permit, ordinances, contracts, and orders regarding the stormwater system;
3. Address erosion and sediment control and post-construction stormwater treatment enforcement processes within the City; and
4. Develop and submit a draft ordinance or similar regulatory mechanism to comply with the above-mentioned requirements, which was approved by FDEP, adopted on Second Reading by the City Council on April 24, 2023, and timely submitted to FDEP.

City Staff and the City Attorney worked diligently and timely in addressing FDEP's comments, as well as the violations alleged.

### **CONSENT ORDER**

In January of 2023, FDEP advised of its intent to introduce a Consent Order to the City with respect to the items enumerated in its previous Warning Letter. The initial Consent Order provided for penalties in the amount of \$125,845.00. City Staff and the City Attorney engaged in regular communication with FDEP following FDEP's notice and provided updates and information relating to compliance with the NPDES

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Permit requirements and items enumerated in the Warning Letter to reduce the proposed penalties in the original Consent Order.

In mid-to-late July, after addressing FDEP's Warning Letter, the City received correspondence from FDEP that provided a final proposed Consent Order for various violations alleged in the Warning Letter. The City provided comments on the final proposed Consent Order, noting various items that the City addressed.

As a result of the City's diligent efforts, many of the violation penalties enumerated in the initial Consent Order provided by FDEP were reduced and some penalties were removed entirely. The proposed final Consent Order currently provides for payment of \$16,505.92 in penalties; a decrease of approximately \$109,339.08 in penalties from the initially proposed Consent Order penalties in the amount of \$125,845.00. The attached Resolution approves the revised Consent Order and authorizes the City Manager to execute the Consent Order.

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A CONSENT ORDER WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RELATING TO NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT NO. FLS000003; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 403.0885, Florida Statutes, on June 21, 2011, the Florida Department of Environmental Protection (“FDEP”) issued National Pollutant Discharge Elimination System (“NPDES”) Permit No. FLS000003 (“Permit”) to Miami-Dade County and the co-permittees named in the NPDES Permit (“Co-permittees”); and

**WHEREAS**, as one of the Co-permittees, the City of Miami Springs (the “City”) is required to comply with the requirements of the NPDES Permit; and

**WHEREAS**, as a Co-permittee, the City must also periodically complete a permit reapplication review; and

**WHEREAS**, during the most recent NPDES Permit reapplication review process, FDEP audited the City and advised the City of certain alleged NPDES Permit compliance deficiencies; and

**WHEREAS**, the City promptly and diligently worked to address FDEP’s allegations; and

**WHEREAS**, FDEP has provided the Consent Order (the “Consent Order”) attached hereto as Exhibit “A” for the City’s execution; and

**WHEREAS**, the City Council desires to approve the Consent Order and authorize the City Manager to execute the Consent Order in substantially the form attached hereto as Exhibit “A”; and

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

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

**Section 1. Recitals.** 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 Consent Order with FDEP.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute the Consent Order in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency, and take all actions necessary to implement the purposes of this Resolution and the Consent Order.

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

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

Vice Mayor 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 25<sup>th</sup> day of September, 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

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT )	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION )	)	SOUTHEAST DISTRICT
	)	
v. )	)	OGC FILE NO. 23-1032
	)	
City of Miami Springs )	)	
_____ )	)	

**CONSENT ORDER**

This Consent Order (“Order”) is entered into between the State of Florida Department of Environmental Protection (“Department”) and City of Miami Springs (“Respondent”) to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida’s air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (“Fla. Stat.”), and the rules promulgated and authorized in Title 62, Florida Administrative Code (“Fla. Admin. Code”). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.031(5), Fla. Stat.
3. Respondent is the owner and is responsible for the operation of City of Miami Springs, a Municipal Separate Storm Sewer Facility (“Facility”).
4. Respondent operates the Facility under Department NPDES Stormwater Permit No. FLS000003-004 (FLS267147) (“Permit”) which was issued on December 29, 2017 and expired on December 28, 2022. The Facility is located at 345 N Royal Poinciana Blvd, Miami Springs, FL 33166, in Miami-Dade County, Florida (“Property”). Respondent owns the Property on which the Facility is located.

5. The Department finds that the following violation(s) occurred:
  - a) The Facility failed to develop structural control inspection and maintenance SOP in violation of Permit Part III.A.1. The Facility subsequently submitted a complete SOP on March 17, 2023.
  - b) The Facility failed to conduct major outfall and canal inspections in violation of Permit Part II.A.1.a.
  - c) The Facility failed to maintain comprehensive planning processes that limit the increases in the discharge of pollutants in stormwater as a result of new development and reduce the discharge of pollutants in stormwater from redeveloped areas consistent with the requirements set forth in the ERP rules of the local water management district in violation of Permit Part III.A.2. The Facility subsequently adopted ordinance 1133-2023 on April 24, 2023.
  - d) The Facility failed to maintain documentation of the new development and significant redevelopment project review activity in violation of Permit Part III.A.2.
  - e) The Facility failed to maintain a Litter Control SOP, including tracking, in violation of Permit Part III.A.3. The Facility subsequently submitted a complete SOP on February 24, 2023.
  - f) The Facility failed to maintain a Street Sweeping SOP, including tracking, in violation of Permit Part III.A.3. The Facility subsequently submitted a complete SOP on February 24, 2023.
  - g) The Facility failed to maintain a Maintenance Facility/Equipment Yard SOP in violation of Permit Part III.A.3. The Facility subsequently submitted a complete SOP on March 17, 2023.
  - h) The Facility failed to conduct a Maintenance Facility/Equipment Yard inspection in violation of Permit Part III.A.3.



- i) The Facility failed to maintain a Pesticide, Herbicide, and Fertilizer Application SOP in violation of Permit Part III.A.6. The Facility subsequently submitted a complete SOP on April 25, 2023.
- j) The Facility failed to maintain an Education and Outreach SOP for Pesticides, Herbicides And Fertilizer Application in violation of Permit Part III.A.6. The Facility subsequently submitted a complete SOP on February 24, 2023.
- k) The Facility failed to adopt a regulatory mechanism which prohibits illicit discharges and illicit connections to the Municipal Separate Storm Sewer System (MS4) in violation of Permit Part III.A.7.a. The Facility subsequently adopted ordinance 1133-2023 on April 24, 2023.
- l) The Facility failed to maintain an Illicit Discharge Proactive Inspection SOP in violation of Permit Part III.A.7.c. The Facility subsequently submitted a complete SOP on March 17, 2023.
- m) The Facility failed to maintain a Illicit Discharge Reactive Investigation SOP in violation of Permit Part III.A.7.c. The Facility subsequently submitted a complete SOP on February 24, 2023.
- n) The Facility failed to maintain an Illicit Discharge Inspector Training SOP in violation of Permit Part III.A.7.c. The Facility subsequently submitted a complete SOP on February 24, 2023.
- o) The Facility failed to educate employees on Illicit Discharges in violation of Permit Part III.A.7.c.
- p) The Facility failed to maintain a Spill Prevention/Response SOP in violation of Permit Part III.A.7.d. The Facility subsequently submitted a complete SOP on February 24, 2023.
- q) The Facility failed to maintain a Spill Prevention/Response Training SOP in violation of Permit Part III.A.7.d. The Facility subsequently submitted a complete SOP on March 17, 2023.

- r) The Facility failed to educate employees on Spill Prevention/Response in violation of Permit Part III.A.7.d.
- s) The Facility failed to maintain an Education and Outreach SOP for Illicit Discharge Reporting in violation of Permit Part III.A.7.e. The Facility subsequently submitted a complete SOP on March 17, 2023.
- t) The Facility failed to maintain an Education and Outreach SOP for Proper Disposal of Oils, Toxics and Household Hazardous Waste in violation of Permit Part III.A.7.f. The Facility subsequently submitted a complete SOP on February 24, 2023.
- u) The Facility failed to maintain a High Risk Facility SOP in violation of Permit Part III.A.8.a. The Facility subsequently submitted a complete SOP on February 24, 2023.
- v) The Facility failed to maintain a Site Plan Review SOP in violation of Permit Part III.A.9.a. The Facility subsequently submitted a complete SOP on February 24, 2023.
- w) The Facility failed to maintain a Construction Site Inspection SOP in violation of Permit Part III.A.9.b. The Facility subsequently submitted a complete SOP on February 24, 2023.
- x) The Facility failed to conduct Construction Site Inspections in violation of Permit Part III.A.9.b.
- y) The Facility failed to maintain a Construction Site Inspector Training SOP in violation of Permit Part III.A.9.c. The Facility subsequently submitted a complete SOP on March 17, 2023.
- z) The Facility failed to educate employees on erosion, sediment, and waste controls in violation of Permit Part III.A.9.c.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

**ORDERED:**

6. Within 60 days of the effective date of this Order, Respondent shall pay the Department \$15,505.92 in settlement of the regulatory matters addressed in this Order. This amount includes \$16,505.92 for civil penalties and \$ 1,000 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order.

7. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at:

<http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final and effective filed with the Clerk of the Department before ability to make online payment is available

8. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Michelle Bull, Environmental Manager, NPDES Stormwater Program, Department of Environmental Protection, Mail Station 3585, 2600 Blair Stone Road, Tallahassee, FL 32399.

9. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

10. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

11. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

12. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

13. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

14. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, Fla. Stat., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, Fla. Stat.

15. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

16. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, Fla. Stat. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), Fla. Stat.

17. This Consent Order is a final order of the Department pursuant to section 120.52(7), Fla. Stat., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Fla. Stat. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

DRAFT 9/1/2023

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NOTICE OF CONSENT ORDER

The Department of Environmental Protection (“Department”) gives notice of agency action of entering into a Consent Order with City of Miami Springs pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the violations related to the Respondent’s MS4 Permit at 345 N Royal Poinciana Blvd, Miami Springs, FL 33166, in Miami-Dade County, Florida (“Property”). The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, FL 32399.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department’s final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner’s substantial interests will be affected by the Consent Order;
- d) A statement of when and how the petitioner received notice of the Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;

- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Michelle Bull, Environmental Manager, NPDES Stormwater Program, Department of Environmental Protection, Mail Station 3585, 2600 Blair Stone Road, Tallahassee, FL 32399. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

18. Rules referenced in this Order are available at

<https://softlive.dep.state.fl.us/ogc/ogc/content/rules> and <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

FOR THE RESPONDENT:

\_\_\_\_\_  
Tammy Romero  
Interim City Manager

\_\_\_\_\_  
[Date](#)

DONE AND ORDERED this # day of [Month](#), 2023, in [County](#), Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
John Coates  
Division Director  
Division of Water Resource Management

Filed, on this date, pursuant to section 120.52, Fla. Stat., with the designated Department Clerk, receipt of which is hereby acknowledged.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

Copies furnished to:

Lea Crandall, Agency Clerk  
Mail Station 35





# AGENDA MEMORANDUM

**Meeting Date:** September 25, 2023

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

**Via:** JC Jimenez, City Manager

**From:** Bill Collins, Human Resources Director/ Risk Manager

**Subject:** Property, Liability, Auto, and Workers' Compensation Insurance

**RECOMMENDATION:** Staff recommends that Council select Brown & Brown of Florida, Inc. for the City's General, Property, Auto, Worker's Compensation, Cyber, and other liability insurance coverage, and authorize the City Manager to negotiate and execute any necessary agreement(s) in an amount not to exceed \$995,833 for fiscal year 2023-24 pursuant to Section §31.11 (E)(6)(g) of the City Code. **(Requires 4/5 vote)**

**DISCUSSION:**

The City requested price quotes from the two (2) leading vendors of Property, General/ Professional Liability, Auto, and Workers' Compensation insurance for local governments to ensure the most competitive rate.

Quote #1 was received from the Florida League of Cities (the League), a nonprofit organization and our insurance vendor since 2013. The League provides insurance coverage to local governments through its subsidiary, the Florida Municipal Insurance Trust (FMIT).

Quote #2 was received from Brown & Brown of Florida, Inc., a for-profit insurance brokerage that provides insurance coverage to local governments through the Preferred Governmental Insurance Trust (PGIT). Program administration for PGIT is provided by Public Risk Underwriters of Florida, Inc. (PRU), a wholly-owned subsidiary of Brown & Brown of Florida, Inc.

The following price quotes (attached) were received for insurance coverage from 10/1/23 to 9/30/24:

Coverage	Florida League/FMIT	Brown & Brown/PGIT
General/ Professional Liability	\$243,374	\$216,434
Cyber Liability	\$2,869	\$3,500
Auto Liability	\$67,102	\$44,452
Auto Physical Damage	\$31,213	\$25,000
Property	\$694,965	\$507,556
Workers' Compensation	\$234,452	\$198,918
<b>TOTAL PREMIUM</b>	<b>\$1,273,975</b>	<b>\$995,833</b>

In light of the significant cost savings to the City, staff recommends switching vendors for the City's Property, General/ Professional Liability, Auto, and Workers' Compensation insurance to Brown & Brown of Florida, Inc.

**Fiscal Impact:**

By switching insurance vendors, the City is expected to realize a cost savings of \$278,142 for FY 2023-24.

**Submission Date and Time: 9/22/2023 3:45 PM**

**Submission Date and Time: 9/22/2023 3:45 PM**

<b><u>Submitted by:</u></b>	<b><u>Approved by (sign as applicable):</u></b>	<b><u>Funding:</u></b>
<b>Department:</b> <u>Human Resources</u>	<b>Dept. Head:</b> _____	<b>Dept./ Desc.:</b> _____
<b>Prepared by:</b> <u>Bill Collins</u>	<b>Procurement:</b> _____	<b>Account No.:</b> _____
<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Asst. City Mgr.:</b> _____	<b>Additional Funding:</b> _____
	<b>City Manager:</b> _____	<b>Amount previously approved: \$</b> _____
		<b>Current request of use: \$</b> _____
		<b>Total vendor amount: \$</b> _____

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING BROWN & BROWN OF FLORIDA, INC. FOR THE CITY'S GENERAL, PROPERTY, AUTO, WORKERS' COMPENSATION, CYBER, AND OTHER LIABILITY INSURANCE COVERAGE; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") solicited price quotes for the City's General, Property, Auto, Workers' Compensation, and other liability insurance coverage (the "Services"); and

**WHEREAS**, City staff obtained quotes from the two leading vendors that provide the Services for municipalities in the State of Florida; and

**WHEREAS**, Brown & Brown of Florida, Inc. (the "Contractor") provided the lowest proposal ("Proposal") for the Services in the amount of \$995,833 for fiscal year 2023-24, which Proposal is attached hereto as Exhibit "A"; 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 Services as being in the best interest of the City; and

**WHEREAS**, pursuant to Section 31-11(E)(6)(g) of the City Code, the City Council desires to select the Contractor for the Services and authorize the City Manager to negotiate and execute an agreement with the Contractor for the Services in an amount not to exceed budgeted funds consistent with the Proposal attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Proposal; 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. Selection.** That the City Council hereby selects the Contractor for the Services.

**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 Services as being in the best interest of the City.

**Section 4. Authorization.** That the City Council hereby authorizes the City Manager to negotiate and execute an agreement with the Contractor in an amount not to exceed budgeted funds consistent with the Proposal attached hereto as Exhibit "A" and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Proposal, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED this 25<sup>th</sup> day of September, 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:

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

09/21/2023 Final Proposal  
Full document updated with  
occurrence-based coverage

PROPERTY & CASUALTY  
Proposal Prepared for  
City of Miami Springs  
Policy Period 10/01/2023 - 10/01/2024



# Table of Contents

- Who We Are .....3
- Preparing You for Tomorrow’s Risks—Today™ .....5
- Named Insured .....6
- PIGIT Proposal .....6
  - Property
  - Inland Marine
  - Management Liability
  - General Liability
  - Automobile
  - Workers Compensation
- Proposal Premium Summary .....41
- A. M. Best .....43
- Financial Rating Disclosure .....43
- Understanding Claims-Made Policy .....435
- Compensation Disclosure .....456
- Electronic Selection / Rejection Option Form .....48



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# Who We Are

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## Growth has no finish line.

No matter where you are on your growth journey, we can help you find solutions to meet your ever-evolving insurance and risk management needs. If you are a highly complex multinational company, an individual or anything in between, our experienced teams can help every step of the way.

## Discover Our Capabilities

As a successful business, you plan for the future and adapt as circumstances change your course. At Brown & Brown, we help you navigate the path forward, by taking a different approach to how you view, analyze and purchase insurance. Your exposures are unique, and you deserve coverage options designed to help protect your assets, interests and reputation. Our teams work to understand your business and your risk management plan by providing personalized local service complemented by the exceptional resources and capabilities of a national brokerage.

## Our History

Brown & Brown Insurance was founded in Daytona Beach, Florida, in 1939 by cousins J. Adrian Brown and Charles Covington Owen. In 1959, Adrian's son, Hyatt, took leadership of the family business. Under his direction, the Brown & Brown vision of a lean and profit-oriented organization came into focus. Following a merger in 1993, the company became Poe & Brown, Inc., publicly traded on Nasdaq. In 1998, Poe & Brown was changed back to Brown & Brown and became listed on the New York Stock Exchange (NYSE: BRO), joining the S&P 500 in 2021. The company has continued to thrive under Chief Executive Officer (CEO) J. Powell Brown, who became the third generation to lead the organization in 2009. We consistently deliver high-quality solutions and services to a broad array of customers. With a precise and focused acquisition strategy, Brown & Brown has become one of the insurance industry's most powerful and influential leaders.

## Our Mission

We are dedicated to making a positive difference in the lives of our customers by helping to protect what they value most. With 350+ locations and growing, we have teammates across the globe who are dedicated to serving our customers and local communities.

## Our Culture

We believe in doing what is best for our customers, communities, teammates, carrier partners and shareholders—always. Powered by a culture that values high performance and perseverance, the cornerstone of Brown & Brown's guiding principles are people, service and innovation.



**5TH LARGEST**

Insurance Brokerage in the Nation



**350+ LOCATIONS**

And Growing



**8,000+**

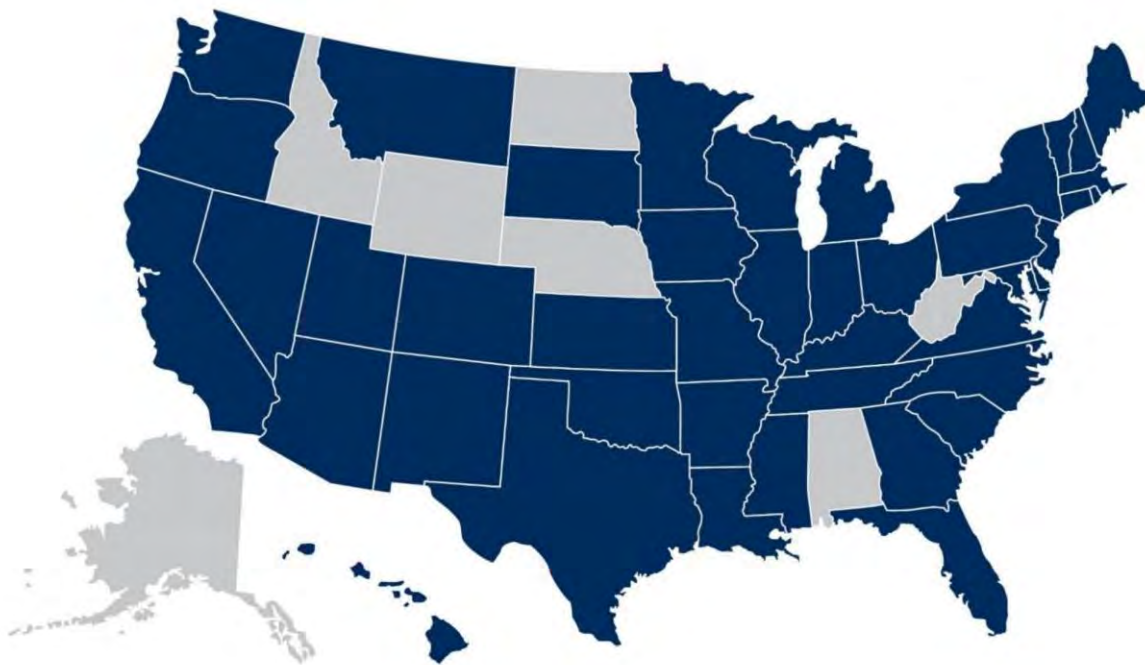
Retail Teammates



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# Brown & Brown



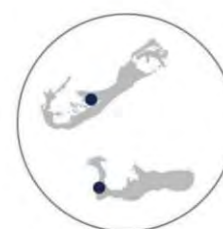
Canada



London, England



Ireland



Bermuda & Grand Cayman

In the map above, blue indicates states or countries with Brown & Brown locations.



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# Preparing You for Tomorrow's Risks—Today™

We pride ourselves on our ability to couple national strength with local, personalized service. Our Brown & Brown of Florida, Inc. - based team is as connected to the more than 11,000 teammates across Brown & Brown and our team of companies as it is here in our community.

We have become a leading insurance brokerage because we view insurance differently and utilize our vast experience and wide-reaching network to deliver superior service and solutions to our customers, both big and small.

We believe that our teammates and the relationships they form with our customers are our strength. Our reputation has been built on a solid foundation of teamwork, strengthened by people who are dedicated to providing the highest degree of service. Our team thanks you for the opportunity to work together. Please find our contact information below.

## Service Team

Name	Role	Title	Email	Business Phone
Amanda Slemaker	Account Executive	Account Manager	Amanda.Slemaker@bbrown.com	(305)714-4428
Alexander Sanchez	Account Executive	Account Manager	Alec.sanchez@bbrown.com	(305)714-4528
Nancye Batista AAI	Account Representative	Team Lead	Nancye.Batista@bbrown.com	(305)364-7816
Gabriela Hernandez-Trujillo	Claims Representative	Claims Representative	Gabriela.Hernandez-Trujillo@bbrown.com	(305)246-7526
Brandon Peraza	Certificates of Insurance	Certificates of Insurance	Brandon.Peraza@bbrown.com	(305) 714-4505



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# Named Insured

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Named Insured
City of Miami Springs

This list includes all the named insureds we presently have on your policies. Should any revisions to this listing be required, please notify our office immediately.



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# Locations

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Recreation Center	1401 Westward Drive Miami Springs Florida 33166	111 - MNC	10/01/2023	10/01/2024	\$10,582,821	\$500,000
002	Pool and Aquatic Center	1401 Westward Drive Miami Springs Florida 33166	111 - MNC	10/01/2023	10/01/2024	\$1,509,813	\$0
003	Generator: Recreation Center: 200 kW: Generac: Natural Gas	1401 Westward Drive Miami Springs Florida 33166	244 - Mechanical Equipment	10/01/2023	10/01/2024	\$117,000	\$0
004	Restrooms/Pool Room	1401 Westward Drive Miami Springs Florida 33166	111 - MNC	10/01/2023	10/01/2024	\$686,790	\$0
005	Concession Stand: Aquatic Center	1401 Westward Drive Miami Springs Florida 33166	111 - MNC	10/01/2023	10/01/2024	\$91,800	\$0
006	Water Slide: Pool: 34 ft: Fiberglass	1401 Westward Drive Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$229,181	\$0
007	Large Shade Structure: Aquatic Center: 38 ft x 24 ft: Fabric/Metal	1401 Westward Drive Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$35,280	\$0
008	Slide Funbrella: Aquatic Center: 20 ft: Fabric/Metal	1401 Westward Drive Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$4,800	\$0
009	Generator: Aquatic Center: 70 kW Stamford: LPG	1401 Westward Drive Miami Springs Florida 33166	244 - Mechanical Equipment	10/01/2023	10/01/2024	\$31,500	\$0
010	Pool: Outdoor	1401 Westward Drive Miami Springs Florida 33166	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	\$432,000	\$0
011	Fence: Baseball: 8 ft, 10 ft & 12 ft: Chain Link	101 Apache Street Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$54,054	\$0



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Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
012	Lights (12): Baseball: 45 ft & 60 ft: Concrete	101 Apache Street Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$182,650	\$0
013	Backstops (2): Baseball: 15 ft: Metal	101 Apache Street Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$162,000	\$0
014	Generator: Senior Center: 150 kW: MTU: Natural Gas	101 Apache Street Miami Springs Florida 33166	244 - Mechanical Equipment	10/01/2023	10/01/2024	\$64,800	\$0
015	Playground Equipment (3): Composite & Metal	101 Apache Street Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$271,000	\$0
016	Shade Structure: Playground: 30 ft x 45 ft: Fabric/Metal	101 Apache Street Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$45,360	\$0
017	Canopy: Playground: 30 ft x 28 ft: Fabric/Metal	101 Apache Street Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$30,240	\$0
018	Equipment Storage Shed (equipment building 10x20)	101 Apache Street Miami Springs Florida 33166	101 - Frame	10/01/2023	10/01/2024	\$6,300	\$0
019	Storage Shed (equipment storage 10x20)	101 Apache Street Miami Springs Florida 33166	101 - Frame	10/01/2023	10/01/2024	\$6,300	\$0
020	Recreation Office & Storage	501 East Drive Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$199,800	\$0
021	Restrooms/Concess ions Building	501 East Drive Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$93,240	\$1,800
022	Fence: Baseball/Soccer: 6 ft & 8 ft: Metal	501 East Drive Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$50,895	\$0



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023	Lights (12): Baseball: 55 ft & 65 ft: Poles	501 East Drive Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$286,470	\$0
024	Dugout Shelters: Baseball: Metal	501 East Drive Miami Springs Florida 33166	152 - NC	10/01/2023	10/01/2024	\$64,854	\$0
025	Backstops (2): Baseball: 15 ft & 18 ft: Metal	501 East Drive Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$171,000	\$0



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026	Multi-Play Structure: Metal & Plastic Canopies (2):	501 East Drive Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$50,580	\$0
027	Playground: Fabric/Metal	501 East Drive Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$63,000	\$0
028	Public Works Administration Building	345 N. Poinciana Blvd Miami Springs Florida 33166	111 - MNC	10/01/2023	10/01/2024	\$302,580	\$32,000
029	Repair Garage	345 N. Poinciana Blvd Miami Springs Florida 33166	111 - MNC	10/01/2023	10/01/2024	\$545,292	\$65,000
030	Stock Room Building (Includes 004007)	345 N. Poinciana Blvd Miami Springs Florida 33166	111 - MNC	10/01/2023	10/01/2024	\$513,540	\$44,000
031	Fuel Pump Station	345 N. Poinciana Blvd Miami Springs Florida 33166	251 - Pump/Lift Station	10/01/2023	10/01/2024	\$45,000	\$0
032	Community Policing Office	261 Westward Drive Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$0	\$75,000
033	Golf & Country Club Clubhouse	650 Curtiss Parkway Miami Springs Florida 33166	111 - MNC	10/01/2023	10/01/2024	\$4,116,312	\$188,000
034	Maintenance Building	650 Curtiss Parkway Miami Springs Florida 33166	111 - MNC	10/01/2023	10/01/2024	\$620,550	\$84,000
035	Tank: Maintenance: Fuel Storage	650 Curtiss Parkway Miami Springs Florida 33166	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	\$25,000	\$0
036	West Irrigation Pump (Above Ground and Vaulted Equipment)	650 Curtiss Parkway Miami Springs Florida 33166	251 - Pump/Lift Station	10/01/2023	10/01/2024	\$142,222	\$0



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Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
037	West Restrooms Building	650 Curtiss Parkway Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$89,100	\$0
038	Chemical Storage Building	650 Curtiss Parkway Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$168,750	\$0
039	Lights (5): Golf Range: 50ft: Concrete Poles	650 Curtiss Parkway Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$121,500	\$0
040	Fence: Maintenance: 12 ft: Chain Link	650 Curtiss Parkway Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$26,100	\$0
041	East Restrooms Building	650 Curtiss Parkway Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$120,960	\$0
042	Lost & Found Shed (10x16 building)	650 Curtiss Parkway Miami Springs Florida 33166	131 - FR	10/01/2023	10/01/2024	\$7,200	\$0
043	City Hall	201 Westward Drive Miami Springs Florida 33166	111 - MNC	10/01/2023	10/01/2024	\$6,117,120	\$429,000
044	Generator: 300 kW: Caterpillar: Diesel	201 Westward Drive Miami Springs Florida 33166	244 - Mechanical Equipment	10/01/2023	10/01/2024	\$135,000	\$0
045	Library	401 Westward Drive Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$787,500	\$0
046	Tennis Court Pro Shop	401 Westward Drive Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$83,214	\$0
047	Fence: Tennis: 10 ft: Chain Link	401 Westward Drive Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$40,000	\$0
048	Gazebo: Wood	Curtiss Parkway-Miami Springs Circle Miami Springs Florida 33166	131 - FR	10/01/2023	10/01/2024	\$48,600	\$0
049	Bathroom/Concessions Building	751 Dove Avenue Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$96,570	\$0



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Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
050	Old Bathroom Building	751 Dove Avenue Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$20,700	\$0
051	Storage Shed	751 Dove Avenue Miami Springs Florida 33166	101 - Frame	10/01/2023	10/01/2024	\$2,750	\$0
052	Backstop: Baseball: 14 ft: Metal	751 Dove Avenue Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$68,040	\$0
053	Fence: 4 ft, 5 ft, 6 ft, 7 ft: Chain Link	751 Dove Avenue Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$38,232	\$0
054	Playground Equipment: Metal & Plastic	751 Dove Avenue Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$45,000	\$0
055	Shade Structure: Dog Park: 14 ft x 14 ft: Fabric/Metal	751 Dove Avenue Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$18,000	\$0
056	Yacht Basin Storage	61 Hook Square Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$61,200	\$0
057	Building Yacht Basin Pump House	61 Hook Square Miami Springs Florida 33166	251 - Pump/Lift Station	10/01/2023	10/01/2024	\$53,100	\$0
058	Curtiss Mansion	500 Deer Run Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$4,500,000	\$0
059	Bus Shelters (7): 12 ft x 5 ft: Metal	NW 36 Street, Chippewa, Apache, DeSoto Drive Miami Springs Florida 33166	152 - NC	10/01/2023	10/01/2024	\$504,000	\$0
060	Golf East Irrigation Pump Station	Corner of Curtiss Parkway & Eldron Dr Miami Springs Florida 33166	251 - Pump/Lift Station	10/01/2023	10/01/2024	\$112,500	\$0
061	Lights (94): North Royal Pathway: 15 ft: Steel Pole	North Royal Poinciana Blvd Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$456,840	\$0



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Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
062	Lights (34): Westward Street: 30 ft: Steel	Westward Drive Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$330,480	\$0
063	Curtiss Memorial	142 Curtiss Parkway Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$45,000	\$0
064	Town Clock :16 ft: Metal	100 Curtiss Parkway-Miami Springs Circle Miami Springs Florida 33166	119 - JM	10/01/2023	10/01/2024	\$38,002	\$0
065	Tiki Hut: Boat Ramp: 10 ft x 15 ft: Wood	701 North Royal Poinciana Blvd Miami Springs Florida 33166	131 - FR	10/01/2023	10/01/2024	\$8,100	\$0
066	Tiki Hut: 10 ft x 15 ft: Wood	500 Ludlum Drive Miami Springs Florida 33166	101 - Frame	10/01/2023	10/01/2024	\$8,100	\$0
067	Tiki Hut: 10 ft x 15 ft: Wood	1244 Ludlum Drive Miami Springs Florida 33166	101 - Frame	10/01/2023	10/01/2024	\$8,100	\$0
068	Tiki Hut: 10 ft x 15 ft: Wood	1900 Ludlum Drive Miami Springs Florida 33166	101 - Frame	10/01/2023	10/01/2024	\$8,100	\$0
069	Tiki Hut: 10 ft x 15 ft: Wood	2500 Ludlum Drive Miami Springs Florida 33166	101 - Frame	10/01/2023	10/01/2024	\$8,100	\$0
070	New Senior Center	101 Apache Street Miami Springs Florida 33166	111 - MNC	10/01/2023	10/01/2024	\$5,000,000	\$1,000,000
071	Ragan Park Playground	1500 LaBaron Drive Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$100,000	\$0
072	Lights (3): Pedestrian Crosswalk: 15 ft: Steel	45-52 Curtiss Parkway Miami Springs Florida 33166	102 - PITO	10/01/2023	10/01/2024	\$15,299	\$0

<b>Total</b>	\$41,125,281	\$2,418,800
<b>TIV</b>	\$43,544,081.00	



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# Inland Marine Schedule

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
001	Blanket Inland Marine		Blanket Unscheduled	10/01/2023	\$1,000,000.00	\$1,000
				10/01/2024		
002	Reelmaster 5400D	0223	Contractor's / Mobile Equipment - ACV	10/01/2023	\$26,794.00	\$1,000
				10/01/2024		
003	GR3100-18hp, GR3000 C/U 11 BLEDA 044000		Contractor's / Mobile Equipment - ACV	10/01/2023	\$52,498.00	\$1,000
				10/01/2024		
004	04' Johnson Engine	0427	Contractor's / Mobile Equipment - ACV	10/01/2023	\$2,375.00	\$1,000
				10/01/2024		
005	95' Tractor Front Loader	3190	Contractor's / Mobile Equipment - ACV	10/01/2023	\$30,000.00	\$1,000
				10/01/2024		
006	05' Toro Groundsmaster	0320	Contractor's / Mobile Equipment - ACV	10/01/2023	\$40,850.00	\$1,000
				10/01/2024		
007	05' Toro 5700D Mower	0133	Contractor's / Mobile Equipment - ACV	10/01/2023	\$29,052.00	\$1,000
				10/01/2024		
008	2006 John Deere 4WD Backhoe	9634	Contractor's / Mobile Equipment - ACV	10/01/2023	\$59,815.00	\$1,000
				10/01/2024		
009	GM3500D W/Std Seat	0126	Contractor's / Mobile Equipment - ACV	10/01/2023	\$26,627.00	\$1,000
				10/01/2024		
010	Two (2) Greenmasters	3150	Contractor's / Mobile Equipment - ACV	10/01/2023	\$46,830.00	\$1,000
				10/01/2024		
011	09 Bobcat Skid Steer Loader	1609	Contractor's / Mobile Equipment - ACV	10/01/2023	\$32,594.00	\$1,000
				10/01/2024		



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# Inland Marine Schedule

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
012	09 John Deere Landscape Loader	0193	Contractor's / Mobile Equipment - ACV	10/01/2023	\$64,911.00	\$1,000
				10/01/2024		
013	09 JD 7700 Precision Cut	0002	Contractor's / Mobile Equipment - ACV	10/01/2023	\$37,649.00	\$1,000
				10/01/2024		
014	RSE Base Loader	7526	Contractor's / Mobile Equipment - ACV	10/01/2023	\$123,000.00	\$2,500
				10/01/2024		
015	Greenmaster Mower	1416	Contractor's / Mobile Equipment - ACV	10/01/2023	\$28,998.00	\$1,000
				10/01/2024		
016	GM 4700-D	0223	Contractor's / Mobile Equipment - ACV	10/01/2023	\$64,862.00	\$1,000
				10/01/2024		
017	Reelmaster 7000-D	0122	Contractor's / Mobile Equipment - ACV	10/01/2023	\$46,920.00	\$1,000
				10/01/2024		
018	Reelmaster 7000-D	0138	Contractor's / Mobile Equipment - ACV	10/01/2023	\$46,920.00	\$1,000
				10/01/2024		
019	New Rake O Vac	0182	Contractor's / Mobile Equipment - ACV	10/01/2023	\$29,736.00	\$1,000
				10/01/2024		
020	Multi Pro 5800	0216	Contractor's / Mobile Equipment - ACV	10/01/2023	\$35,413.00	\$1,000
				10/01/2024		
021	2015 John Deere 310SL Backhoe		Contractor's / Mobile Equipment - ACV	10/01/2023	\$79,526.00	\$2,500
				10/01/2024		
022	Groundsmaster 3500 D Mower	0141	Contractor's / Mobile Equipment - ACV	10/01/2023	\$30,363.00	\$2,500
				10/01/2024		



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# Inland Marine Schedule

023	MP5800-G w/Excelerate	9278	Contractor's / Mobile Equipment - ACV	10/01/2023	\$52,243.00	\$1,000
				10/01/2024		
024	Reelmaster 7000/5 Blades	9750	Contractor's / Mobile Equipment - ACV	10/01/2023	\$79,489.00	\$1,000
				10/01/2024		
025	Groundmaster 4500-D	0410	Contractor's / Mobile Equipment - ACV	10/01/2023	\$64,495.00	\$1,000
				10/01/2024		
026	Groundmaster 4500-D	0412	Contractor's / Mobile Equipment - ACV	10/01/2023	\$64,495.00	\$1,000
				10/01/2024		
027	Toro Greenmaster 31500	3562/Blade	Contractor's / Mobile Equipment - ACV	10/01/2023	\$30,313.00	\$1,000
				10/01/2024		
028	Toro Greenmaster 31501	3588/Blade	Contractor's / Mobile Equipment - ACV	10/01/2023	\$30,313.00	\$1,000
				10/01/2024		
029	Toro Greenmaster 31502	7319/Blade	Contractor's / Mobile Equipment - ACV	10/01/2023	\$30,313.00	\$1,000
				10/01/2024		
030	Toro Greenmaster 31503	7301/Blade	Contractor's / Mobile Equipment - ACV	10/01/2023	\$30,313.00	\$1,000
				10/01/2024		
031	Toro 1750 Multipro Sprayer	5033	Contractor's / Mobile Equipment - ACV	10/01/2023	\$36,760.00	\$1,000
				10/01/2024		
032	02' Lowe Aluminum Boat	C202	Watercraft - ACV	10/01/2023	\$1,295.00	\$1,000
				10/01/2024		

<b>Total</b>	<b>\$2,355,762.00</b>
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# Property

Personal Property of Employees	\$50,000
Pollution Cleanup Expense (annual aggregate limit)	\$50,000
Preservation of Property	\$250,000
Professional Fees	\$ 20,000
Property at Miscellaneous Unnamed Locations	\$150,000
Recertification	\$10,000
Service Interruption Coverage	\$100,000
Transit	\$250,000
Vehicle Property Coverage	\$0

## Property Coverage

Coverage Description	Limit	Deductible
Blanket Value Building & Contents Limit, per attached schedule	\$43,544,081	\$2,500 Per Occurrence - All other perils 5% Per Occurrence - Named Storm subject to minimum of \$50,000
Boiler & Machinery	\$43,544,081	\$2,500 Per Occurrence

### Schedule of Sublimits- These limits do not increase any other applicable limit of liability.

Coverage Description	Limit	Deductible
Flood Limit – Per Occurrence Excess of NFIP, whether purchased or not	\$1,000,000	\$2,500 Per Flood, except zones A,V excess of NFIP whether purchased or not
Earth Movement Limit – Per Occurrence	\$5,000,000	\$2,500 Per Occurrence
TRIA (Includes Inland Marine if applicable)	\$1,000,000	\$2,500 Per Occurrence

### Extensions of Coverage- These limits do not increase any other applicable limit of liability, Deductible per terms of the Coverage Agreement.

Coverage Description	Limit
Accounts Receivable	\$500,000
Additional Expense	\$1,000,000
Animals (annual aggregate limit)	\$5,000
Business Income	\$500,000
Buildings Under Construction	If shown on Property Schedule
Debris Removal- limit shown or 25% of loss, whichever is greater, per occurrence	\$250,000 or 25% of loss, whichever is greater, per occurrence
Demolition, Ordinance, and ICC	\$500,000
Duty to Defend	Included
Errors and Omissions	\$250,000
Expediting Expense	\$5,000
Fire Department Charges	\$25,000
Fungus Cleanup Expense (annual aggregate limit)	\$50,000
Lawns, Plants, Trees and Shrubs	\$25,000
Leasehold Interest	\$0
New Locations	\$2,000,000



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Personal Property of Employees	\$50,000
Pollution Cleanup Expense (annual aggregate limit)	\$50,000
Preservation of Property	\$250,000
Professional Fees	\$ 20,000
Property at Miscellaneous Unnamed Locations	\$150,000
Recertification	\$10,000
Service Interruption Coverage	\$100,000
Transit	\$250,000
Vehicle Property Coverage	\$0

<b>Inland Marine Coverage</b>		
<b>Coverage Description</b>	<b>Limit</b>	<b>Deductible</b>
Blanket Unscheduled Inland Marine (subject to \$25,000 any one item, excludes Watercraft)	\$1,000,000	Per attached schedule
Scheduled Inland Marine	\$1,355,762	Per attached schedule
Total All Inland Marine	\$2,355,762	Per attached schedule

<b>Crime Coverage</b>		
<b>Coverage Description</b>	<b>Limit</b>	<b>Deductible</b>
Forgery and Alteration	\$50,000	\$1,000
Theft, Disappearance or Destruction	\$50,000	\$1,000
Computer Fraud including Funds Transfer Fraud	\$50,000	\$1,000
Employee Dishonesty, Including faithful performance, per loss	\$50,000	\$1,000

<b>Deadly Weapon Protection (Claims Made)</b>		
<b>Coverage Description</b>	<b>Limit</b>	<b>Deductible</b>
Third Party Liability Coverage	\$1,000,000	\$0
Crisis Management Services	Included	
Counseling Services	\$ 250,000 sublimit	
Funeral Expenses	\$ 250,000 sublimit	
Retro Date: 10/01/2023		
Coverage Highlights: Broad definition of Deadly Weapon Event, 24 hour Crisis Response Team Services		
<b>Claims expenses are inside the limit of liability. Automatic Extended Reporting Period is 60 days.</b>		

<b>Public Officials Liability Coverage (Occurrence)</b>		
<b>Public Officials Liability Limit</b>	<b>Deductible</b>	<b>Retroactive Date</b>
\$2,000,000 per Occurrence Aggregate Limit: N/A	\$1,000	
Total Payroll: \$10,825,266		
Supplementary Payments: Pre-termination \$2,500 per employee/ \$5,000 annual aggregate		
Non Monetary: \$100,000 Aggregate		



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### Employment Practices Liability Coverage (Occurrence)

Employment Practices Liability Limit	Deductible	Retroactive Date
\$2,000,000 per Occurrence Aggregate Limit: N/A	\$1,000	
#FT emp: 134	# PT Emp: 60	#Volunteers: 0

### Cyber Liability (Claims Made)

Coverage Description	Limit	Deductible
Policy Limit	\$2,000,000 annual aggregate	Applies per below
Third Party Liability Coverage:		
<ul style="list-style-type: none"> <li>• Privacy &amp; Security Liability</li> <li>• Media Content Services Liability</li> <li>• PCI DSS</li> </ul>	<ul style="list-style-type: none"> <li>\$2,000,000 each claim</li> <li>\$2,000,000 each claim</li> <li>\$1,000,000 sublimit</li> </ul>	<ul style="list-style-type: none"> <li>\$25,000</li> <li>\$25,000</li> <li>\$25,000</li> </ul>
First Party Liability Coverage:		
<ul style="list-style-type: none"> <li>• Cyber Extortion &amp; Ransomware</li> <li>• Data Breach &amp; Crisis Management</li> <li>• Data Recovery</li> <li>• Business Interruption/ Extra Expense</li> <li>• Cyber Crime</li> <li>• Utility Fraud</li> <li>• Bricking Coverage</li> <li>• System Failure- BI/EE</li> <li>• Dependent Business Interruption                             <ul style="list-style-type: none"> <li>○ BI/EE</li> <li>○ System Failure</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>\$500,000 each claim</li> <li>\$2,000,000 each claim</li> <li>\$2,000,000 each claim</li> <li>\$2,000,000 each claim</li> <li>\$250,000 Agg - see form for sublimits</li> <li>\$100,000 Agg - see form for sublimits</li> <li>\$500,000 sublimit</li> <li>\$1,000,000 sublimit</li> <li>\$1,000,000 sublimit</li> <li>Included in above sublimit</li> <li>\$1,000,000 sublimit</li> </ul>	<ul style="list-style-type: none"> <li>\$25,000</li> <li>\$25,000</li> <li>\$25,000</li> <li>\$25,000 / Waiting Period:12 Hrs</li> <li>\$25,000</li> <li>\$25,000</li> <li>\$25,000</li> <li>\$25,000 / Waiting Period:12 Hrs</li> <li>\$25,000 / Waiting Period:12 Hrs</li> <li>\$25,000 / Waiting Period:12 Hrs</li> <li>\$25,000 / Waiting Period:12 Hrs</li> </ul>

*Retroactive date: 10/01/2023*

Voluntary Notification endorsement is included, see coverage form for all limits and sublimits

### Extended Reporting Periods POL/EPLI/Cyber (only applicable for claims made)

If the Trust terminates or does not renew this Coverage Agreement (other than for failure to pay a premium when due), or if the Public Entity terminates or does not renew this Coverage Agreement and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the Public Entity shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this Coverage Agreement for at least one Extended Reporting Period as follows:

- A.** Automatic Extended Reporting Period - 60 days per PGIT MN 500 & PGIT MN 700 (Cyber form)
- B.** Optional Extended Reporting Period - 12 months at additional premium per PGIT MN 500 & PGIT MN 700 (Cyber Form)



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# General Liability

<b>General Liability Coverage (Occurrence Form)</b>	
<b>Coverage Description</b>	<b>Limit</b>
Bodily Injury and Property Damage Limit	\$2,000,000
Personal and Advertising Injury	Included
Products & Completed Operations Limit	Included
Employee Benefits Liability Limit, per person	\$2,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	N/A
Fire Damage	Included
Sewer Backup and Water Damage Limit	\$10,000 no fault /\$200,000 at fault; subject to \$200,000 aggregate
PGIT MN-203 Part B Limit (Bert Harris, Inverse Condemnation, Takings claims; See Form for specifics)	\$300,000 Aggregate
<i>General Liability Deductible:</i>	\$0
<i>Rating Basis</i>	
<i>Ratable Payroll:</i>	\$6,276,315

<b>Unmanned Aircraft</b>		
<b>Coverage is limited, see specimen form for policy details</b>		
<b>Coverage Description</b>	<b>Limit</b>	<b>Deductible</b>
Unmanned Aircraft	N/A	N/A

<b>Law Enforcement Liability Coverage (Occurrence Form)</b>		
<b>Coverage Description</b>	<b>Limit</b>	<b>Deductible</b>
Law Enforcement Liability	\$2,000,000 Per Person \$2,000,000 Per Occurrence	\$1,000
<i>Rating Basis</i>		
<i>Full Time Officers: 47</i>	<i>Part Time Officers:</i>	<i>Vol Officers:</i>



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# Commercial Automobile

Automobile Coverage			
Coverage	Symbol	Limit	Deductible
Liability	1	\$1,000,000	\$0
Personal Injury Protection	5	Statutory	\$0
Added PIP	N/A	Not Included	N/A
Auto Medical Payments	N/A	N/A	N/A
Uninsured/ Underinsured Motorist	2	\$100,000	N/A
Physical Damage Comprehensive Coverage	2	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Comprehensive limit: N/A	Per attached schedule Hired deductible: N/A
Physical Damage Collision Coverage	2	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Collision limit: N/A	Per attached schedule Hired deductible: N/A
Garagekeepers Comprehensive Coverage	N/A	Actual cash value or cost of repair, whichever is less, minus deductible, for each covered auto per attached locations schedule, but no deductible applies to loss caused by fire or lightning.	N/A
Garagekeepers Collision Coverage	N/A	Actual cash value or cost of repair, whichever is less, minus deductible, for each covered auto per attached locations schedule.	N/A

## Automobile Symbols

1	Any "Auto"
2	Owned "Autos" only
3	Owned private passenger "Autos" only
4	Owned "Autos" other than private passenger "Autos" only
5	Owned "Autos" subject to No-Fault
6	Owned "Autos" subject to a Compulsory Uninsured Motorist Law
7	Scheduled "Autos" only
8	Hired "Autos" only
9	Non-owned "Autos" only
30	"Autos" left with you for service, repair, storage, or safekeeping.

\* These are abbreviated descriptions. A full description of symbols is included in the coverage agreements

### Symbol 10 comp & collision:



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	Make	Model Description	Department	Comprehensive Deductible	Value
	Year	VIN #	Vehicle Type	Collision Deductible	Valuation Type
001	Ford	F350 DUMP TRUCK	Heavy Truck	\$1,000	\$27,000
	1994	4208	Heavy Truck	\$1,000	Actual Cash Value
002	Ford	EXPLORER		\$1,000	\$22,000
	2002	7120	Light Truck	\$1,000	Actual Cash Value
003	International	BUCKET TRUCK		\$1,000	\$35,000
	2001	1428	Heavy Truck	\$1,000	Actual Cash Value
004	International	FLATBED TRUCK		\$1,000	\$42,000
	2000	1864	Heavy Truck	\$1,000	Actual Cash Value
005	International	FLATBED TRUCK		\$1,000	\$75,000
	2001	3905	Heavy Truck	\$1,000	Actual Cash Value
006	Sterling	FLATBED TRUCK		\$1,000	\$72,463
	2001	5905	Heavy Truck	\$1,000	Actual Cash Value
007	Ford	750 DUMP TRUCK		\$1,000	\$55,000
	2002	3202	Heavy Truck	\$1,000	Actual Cash Value
008	Ford	750 DUMP TRUCK		\$1,000	\$55,000
	2002	3201	Heavy Truck	\$1,000	Actual Cash Value
009	Tandem	6X12 TRAILER		\$1,000	\$5,000
	1995	2146	Trailer - NO CHARGE	\$1,000	Actual Cash Value
010	Tandem	5X15 TRAILER		\$1,000	\$5,000
	1996	4682	Trailer - NO CHARGE	\$1,000	Actual Cash Value
011	Other	TRAILER		\$1,000	\$6,000
	1985	6109	Trailer - NO CHARGE	\$1,000	Actual Cash Value
012	Chevrolet	IMPALA		\$1,000	\$15,140
	2004	3218	Private Passenger	\$1,000	Actual Cash Value
013	Ford	FLATBED TRUCK		\$1,000	\$18,500
	1997	3858	Heavy Truck	\$1,000	Actual Cash Value



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014	Ford	150		\$1,000	\$23,165
	2004	5258	Light Truck	\$1,000	Actual Cash Value
015	Ford	250		\$1,000	\$22,293
	2004	7208	Light Truck	\$1,000	Actual Cash Value
016	Ford	550		\$1,000	\$33,991
	2004	7210	Heavy Truck	\$1,000	Actual Cash Value
017	Haulmark	6X12 TRAILER		\$1,000	\$5,000
	2005	1637	Trailer - NO CHARGE	\$1,000	Actual Cash Value
018	Chevrolet	PICKUP		\$1,000	\$15,218
	2005	6018	Light Truck	\$1,000	Actual Cash Value
019	Chevrolet	PICKUP		\$1,000	\$15,218
	2005	322	Light Truck	\$1,000	Actual Cash Value
020	Auto Car	GARBAGE TRUCK		\$1,000	\$147,056
	2006	3168	Garbage Truck	\$1,000	Actual Cash Value
021	Chevrolet	EXPRESS VAN		\$1,000	\$15,879
	2006	5576	Bus >20 Pass, No Lift	\$1,000	Actual Cash Value
022	Ford	POLICE INTERCEP		\$1,000	\$20,115
	2007	6841	Police Car	\$1,000	Actual Cash Value
023	Ford	F250 SD		\$1,000	\$19,880
	2007	5807	Light Truck	\$1,000	Actual Cash Value
024	Chevrolet	MALIBU SEDAN		\$1,000	\$14,739
	2007	6542	Private Passenger	\$1,000	Actual Cash Value
025	Chevrolet	MALIBU SEDAN		\$1,000	\$14,739
	2007	4498	Private Passenger	\$1,000	Actual Cash Value
026	Chevrolet	MALIBU SEDAN		\$1,000	\$14,739
	2007	5287	Private Passenger	\$1,000	Actual Cash Value
027	Bluebird	66 PASS BUS		\$1,000	\$81,450
	2008	2920	Bus <20 Pass, No Lift	\$1,000	Actual Cash Value
028	Ford	14 PASS BUS		\$1,000	\$41,602
	2007	3663	Bus >20 Pass, w/ Lift	\$1,000	Actual Cash Value
029	Ford	EXPLORER XLT		\$1,000	\$23,600
	2008	8641	Light Truck	\$1,000	Actual Cash Value
030	Ford	CROWN VICTORIA		\$1,000	\$20,554
	2009	1926	Private Passenger	\$1,000	Actual Cash Value



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031	Dodge	RAM 1500 TRK		\$1,000	\$17,458
	2009	2466	Light Truck	\$1,000	Actual Cash Value
032	Dodge	RAM 1500 TRK		\$1,000	\$17,458
	2009	2467	Light Truck	\$1,000	Actual Cash Value
033	Cascade	SANITATION TRAC		\$1,000	\$98,700
	1995	3190	Garbage Truck	\$1,000	Actual Cash Value
034	Ford	BUCKET TRUCK		\$1,000	\$36,000
	2005	4605	Heavy Truck	\$1,000	Actual Cash Value
035	Dodge	CHARGER		\$1,000	\$24,998
	2009	8502	Private Passenger	\$1,000	Actual Cash Value
036	Ford	PRIUS		\$1,000	\$25,263
	2009	1632	Private Passenger	\$1,000	Actual Cash Value
037	Ford	PRIUS		\$1,000	\$25,525
	2009	486	Private Passenger	\$1,000	Actual Cash Value
038	International	LOADER		\$1,000	\$122,732
	2010	8888	Heavy Truck	\$1,000	Actual Cash Value
039	Chevrolet	SILVERADO 2WD		\$1,000	\$20,213
	2009	5920	Light Truck	\$1,000	Actual Cash Value
040	Ford	EXPLORER		\$1,000	\$19,821
	2010	6639	Light Truck	\$1,000	Actual Cash Value
041	Auto Car	GARBAGE TRUCK		\$1,000	\$206,598
	2010	678	Garbage Truck	\$1,000	Actual Cash Value
042	Ford	RANGER		\$1,000	\$12,121
	2010	201	Light Truck	\$1,000	Actual Cash Value
043	Ford	150		\$1,000	\$14,362
	2010	3923	Light Truck	\$1,000	Actual Cash Value
044	Ford	CROWN VICTORIA		\$1,000	\$24,806
	2011	7706	Private Passenger	\$1,000	Actual Cash Value
045	Dodge	CHARGER		\$1,000	\$23,484
	2012	3017	Private Passenger	\$1,000	Actual Cash Value
046	Dodge	CHARGER		\$1,000	\$23,484
	2012	3018	Private Passenger	\$1,000	Actual Cash Value
047	Toyota	PRIUS		\$1,000	\$25,926
	2011	5756	Private Passenger	\$1,000	Actual Cash Value
048	Toyota	CHARGER		\$1,000	\$23,735
	2013	9678	Private Passenger	\$1,000	Actual Cash Value

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049	Dodge	CHARGER		\$1,000	\$23,735
	2013	9679	Private Passenger	\$1,000	Actual Cash Value
050	Dodge	CHARGER		\$1,000	\$23,735
	2013	9680	Private Passenger	\$1,000	Actual Cash Value
051	Toyota	PRIUS		\$1,000	\$28,061
	2013	4038	Private Passenger	\$1,000	Actual Cash Value
052	Ford	150		\$1,000	\$15,986
	2013	7883	Light Truck	\$1,000	Actual Cash Value
053	Freightliner	VAC-CON TRUCK		\$1,000	\$271,195
	2014	9524	Heavy Truck	\$1,000	Actual Cash Value
054	Toyota	PRIUS		\$1,000	\$28,061
	2013	7311	Private Passenger	\$1,000	Actual Cash Value
055	Ford	150		\$1,000	\$15,986
	2013	7884	Light Truck	\$1,000	Actual Cash Value
056	Volvo	GARBAGE TRUCK		\$1,000	\$235,346
	2014	6844	Garbage Truck	\$1,000	Actual Cash Value
057	Volvo	GARBAGE TRUCK		\$1,000	\$235,346
	2014	6845	Garbage Truck	\$1,000	Actual Cash Value
058	Dodge	CHARGER		\$1,000	\$23,763
	2014	5951	Private Passenger	\$1,000	Actual Cash Value
059	Dodge	CHARGER		\$1,000	\$23,763
	2014	5952	Private Passenger	\$1,000	Actual Cash Value
060	Ford	TAURUS		\$1,000	\$27,982
	2014	4875	Private Passenger	\$1,000	Actual Cash Value
061	Dodge	CHARGER		\$1,000	\$25,269
	2015	TBD	Private Passenger	\$1,000	Actual Cash Value
062	Ford	EXPLORER		\$1,000	\$51,725
	2015	8478	Light Truck	\$1,000	Actual Cash Value
063	Ford	EXPLORER		\$1,000	\$31,361
	2015	2080	Light Truck	\$1,000	Actual Cash Value
064	Ford	EXPLORER POLICE		\$1,000	\$32,340
	2016	1811	Light Truck	\$1,000	Actual Cash Value
065	Ford	EXPLORER		\$1,000	\$34,309
	2016	1312	Light Truck	\$1,000	Actual Cash Value



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066	Ford	EXPLORER		\$1,000	\$35,284
	2016	1311	Light Truck	\$1,000	Actual Cash Value
067	Freightliner	M2 106 CRANE		\$1,000	\$155,548
	2017	6631	Heavy Truck	\$1,000	Actual Cash Value
068	Ford	EXPLORER POLICE		\$1,000	\$39,033
	2016	2228	Police Car	\$1,000	Actual Cash Value
069	Freightliner	M2 106 CRANE		\$1,000	\$155,548
	2017	6332	Heavy Truck	\$1,000	Actual Cash Value
070	Other	PW TRAILER		\$1,000	\$11,500
	2016	1490	Trailer - NO CHARGE	\$1,000	Actual Cash Value
071	Freightliner	GARBAGE TRUCK		\$1,000	\$155,548
	2017	6632	Garbage Truck	\$1,000	Actual Cash Value
072	Dodge	RAM 1500		\$1,000	\$24,000
	2016	220	Light Truck	\$1,000	Actual Cash Value
073	Ford	TAURUS POLICE		\$1,000	\$23,309
	2017	5596	Private Passenger	\$1,000	Actual Cash Value
074	Ford	TAURUS POLICE		\$1,000	\$23,309
	2017	5598	Private Passenger	\$1,000	Actual Cash Value
075	Ford	SILVERADO		\$1,000	\$19,063
	2017	9416	Light Truck	\$1,000	Actual Cash Value
076	Ford	TAURUS POLICE		\$1,000	\$23,309
	2017	5597	Police Car	\$1,000	Actual Cash Value
077	Ford	750		\$1,000	\$86,560
	2017	5821	Heavy Truck	\$1,000	Actual Cash Value
078	Ford	750		\$1,000	\$86,560
	2017	5822	Heavy Truck	\$1,000	Actual Cash Value
079	Ford	TAURUS		\$1,000	\$23,309
	2017	5595	Private Passenger	\$1,000	Actual Cash Value
080	Ford	TRANSIT VAN		\$1,000	\$29,765
	2017	7054	Bus >20 Pass, No Lift	\$1,000	Actual Cash Value
081	Ford	FUSION		\$1,000	\$21,472
	2018	7953	Private Passenger	\$1,000	Actual Cash Value
082	Ford	FUSION		\$1,000	\$21,472
	2018	7954	Private Passenger	\$1,000	Actual Cash Value



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083	Ford	FUSION S		\$1,000	\$21,472
	2018	7952	Private Passenger	\$1,000	Actual Cash Value
084	Ford	FUSION S FWD		\$1,000	\$21,472
	2018	6331	Private Passenger	\$1,000	Actual Cash Value
085	Ford	150		\$1,000	\$23,594
	2018	2625	Light Truck	\$1,000	Actual Cash Value
086	Ford	350		\$1,000	\$62,561
	2017	2778	Medium Truck	\$1,000	Actual Cash Value
087	Ford	INTERCEPTOR		\$1,000	\$31,425
	2018	835	Private Passenger	\$1,000	Actual Cash Value
088	Ford	EXPLORER		\$1,000	\$33,112
	2018	4307	Light Truck	\$1,000	Actual Cash Value
089	Dodge	CHARGER		\$1,000	\$28,722
	2019	7600	Private Passenger	\$1,000	Actual Cash Value
090	Dodge	CHARGER		\$1,000	\$28,722
	2019	7591	Private Passenger	\$1,000	Actual Cash Value
091	Dodge	CHARGER		\$1,000	\$28,722
	2019	7598	Private Passenger	\$1,000	Actual Cash Value
092	Ford	EXPLORER		\$1,000	\$39,641
	2019	2793	Light Truck	\$1,000	Actual Cash Value
093	Chevrolet	TAHOE		\$1,000	\$31,715
	2019	8883	Light Truck	\$1,000	Actual Cash Value
094	Chevrolet	TAHOE		\$1,000	\$31,715
	2019	6857	Light Truck	\$1,000	Actual Cash Value
095	Chevrolet	TAHOE		\$1,000	\$31,715
	2019	2082	Light Truck	\$1,000	Actual Cash Value
096	Chevrolet	TAHOE		\$1,000	\$31,715
	2019	8510	Light Truck	\$1,000	Actual Cash Value
097	Chevrolet	TAHOE		\$1,000	\$31,715
	2019	7877	Light Truck	\$1,000	Actual Cash Value
098	Chevrolet	TAHOE		\$1,000	\$31,715
	2019	6835	Light Truck	\$1,000	Actual Cash Value
099	Chevrolet	TAHOE		\$1,000	\$31,715
	2019	8904	Light Truck	\$1,000	Actual Cash Value
100	Chevrolet	TAHOE		\$1,000	\$31,715
	2019	3399	Light Truck	\$1,000	Actual Cash Value



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101	Chevrolet	TAHOE		\$1,000	\$31,715
	2019	2478	Light Truck	\$1,000	Actual Cash Value
102	Chevrolet	TAHOE		\$1,000	\$31,715
	2019	3899	Light Truck	\$1,000	Actual Cash Value
103	Ford	POLICE INTERCEP		\$1,000	\$26,375
	2019	7752	Police Car	\$1,000	Actual Cash Value
104	Ford	F750 GARBAGE TR		\$1,000	\$152,348
	2018	1556	Garbage Truck	\$1,000	Actual Cash Value
105	Ford	F1C100A		\$1,000	\$22,698
	2021	5453	Light Truck	\$1,000	Actual Cash Value
106	Chevrolet	TAHOE		\$1,000	\$33,643
	2021	7892	Light Truck	\$1,000	Actual Cash Value
107	arley Davidso	FLHP MOTORCYCLE		\$1,000	\$19,200
	2021	5130	Motorcycle	\$1,000	Actual Cash Value
108	arley Davidso	FLHP MOTORCYCLE		\$1,000	\$19,200
	2021	5744	Motorcycle	\$1,000	Actual Cash Value
109	arley Davidso	FLHP MOTORCYCLE		\$1,000	\$19,200
	2021	6601	Motorcycle	\$1,000	Actual Cash Value
110	arley Davidso	FLHP MOTORCYCLE		\$1,000	\$19,200
	2021	8059	Motorcycle	\$1,000	Actual Cash Value
111	Ford	CROWN VICTORIA		\$1,000	\$22,000
	2005	1130	Private Passenger	\$1,000	Actual Cash Value
112	Ford	CROWN VICTORIA		\$1,000	\$20,554
	2008	2497	Private Passenger	\$1,000	Actual Cash Value
113	Other	U/COVER POLICE		\$1,000	\$28,285
	2021	TBD	Police Car	\$1,000	Actual Cash Value
114	Other	U/COVER POLICE		\$1,000	\$38,325
	2022	TBD	Police Car	\$1,000	Actual Cash Value
115	Ford	150		\$1,000	\$24,544
	2022	TBD	Light Truck	\$1,000	Actual Cash Value
116	Ford	EXPLORER POLICE		\$1,000	\$44,296
	2021	TBD	Police Car	\$1,000	Actual Cash Value
117	Ford	EXPLORER POLICE		\$1,000	\$45,153
	2022	TBD	Police Car	\$1,000	Actual Cash Value
118	Other	U/COVER POLICE		\$1,000	\$31,990
	2021	TBD	Police Car	\$1,000	Actual Cash Value
119	Ford	150		\$1,000	\$24,554
	2022	TBD	Light Truck	\$1,000	Actual Cash Value

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120	Other	U/COVER POLICE		\$1,000	\$50,021
	2020	TBD	Police Car	\$1,000	Actual Cash Value
121	Ford	EXPLORER		\$1,000	\$45,153
	2022	TBD	Light Truck	\$1,000	Actual Cash Value
122	Dodge	CHARGER		\$1,000	\$32,645
	2022	TBD	Private Passenger	\$1,000	Actual Cash Value
123	Chevrolet	MALIBU LT		\$1,000	\$26,800
	2021	TBD	Private Passenger	\$1,000	Actual Cash Value



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## Coverage is not bound until confirmation is received from a licensed representative of Public Risk

### IMPORTANT NOTE

Defense Costs- Outside of the limit, does not erode the limit for General Liability, Law Enforcement Liability, Public Officials Liability, and Employment Practices Liability.

Deductible does not apply to defense costs. Self Insured Retention does apply to defense cost.

### QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated on the application.
2. The Coverage Agreement shall be 25% minimum earned as of the first day of the "Coverage Period".
3. Premium is late if not paid within 30 days of due date, unless otherwise stated.
4. Deletion of any line of coverage presented, Package and/or Workers Compensation, may result in re-pricing of account.
5. The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
6. Coverage is not bound until confirmation is received from an authorized representative of Public Risk Underwriters.

### ADDITIONAL TERMS & CONDITIONS

- Receipt of full Vehicle Identification Numbers prior to binding.
- Initialed and signed POL/EPLI application within 30 days of effective date of coverage
- Initialed and signed Preferred Application within 30 days of effective date of coverage
- Receipt of signed Signature Page form within 30 days of effective date of coverage
- Receipt of signed UM form within 30 days of effective date of coverage
- Signed first page of the Preferred Application (Florida Fraud Statement) within 30 days of effective date of coverage
- During the proposed Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than \$15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then additional annual premium will be invoiced by endorsement. For two year coverage periods, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement.
- Preferred will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.
- The quote presented herein is an all or nothing quote. No single line of coverage may be bound without the support of the other lines.
- Property Coverage – Losses that occur between the quote date and effective date of coverage, may trigger a pre-inspection of damaged locations prior to binding coverage. This includes losses from Named Windstorm, Catastrophic Sinkhole and Fire events. Agent shall provide a report describing the extent of the damage and location(s) affected. Please note, proposal excludes all property damage, known or unknown, relating to any event occurring prior to 10/01/2023.
- Inland Marine Named Storm Deductible: 5% per Occurrence per Covered Equipment/Item subject to \$50,000 minimum per Occurrence. For any Blanket coverage listed on the applicable Inland Marine Schedule, the Deductible shall be calculated based upon the total Insured Value, not on the per item value. For individually scheduled inland marine items, the deductible is calculated based upon the scheduled value of the item.



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# Workers Compensation

Proposed Policy Period: From: 10/01/2023 To: 10/01/2024

**Employers Liability Limits: 1,000,000/1,000,000/1,000,000**

## Quotation Schedule of Operations

State: FL	Experience Mod	Status	Effective Date
	0.82	FINAL	10/01/2023

Policy Insured				Premium		Estimated
Loc	Loc	Code	Classifications	Basis	Rate	Premium
0000	N/A	5509	STREET OR ROAD MAINTENANCE OR BEAUTIFICATION & DRIVERS	626,577	8.51	\$53,322
0000	N/A	7380	DRIVERS, CHAUFFEURS, MESSENGERS AND THEIR HELPERS NOC-COMMERCIAL	25,351	4.82	\$1,222
0000	N/A	7720	POLICE OFFICERS & DRIVERS	4,548,951	3.11	\$141,472
0000	N/A	8810	CLERICAL OFFICE EMPLOYEES NOC	3,266,634	0.15	\$4,900
0000	N/A	9015	BUILDING OR PROPERTY MANAGEMENT - ALL OTHER EMPLOYEES	93,478	3.30	\$3,085
0000	N/A	9102	PARK NOC- All EMPLOYEES & DRIVERS	1,316,090	3.39	\$44,615
0000	N/A	9403	GARBAGE, ASHES OR REFUSE COLLECTION & DRIVERS	500,967	5.22	\$26,150
0000	N/A	9410	MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	447,218	2.44	\$10,912
<b>Total-Manual Premium</b>				<b>10,825,266</b>		<b>\$285,679</b>



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# Workers Compensation

## Quotation Schedule of Operations

### State Level Summary

Coverage	Factor	Deductible	Est. Annual Premium
Manual Premium			\$285,679
Total Manual Premium			\$285,679
Subject Premium			\$285,679
Safety Program	2%		\$(5,714)
Drug-Free Workplace	5%		\$(13,998)
Total Subject Premium			\$265,967
Experience Mod	0.820		\$(47,874)
Total Modified Premium			\$218,093
Total Standard Premium			\$218,093
Premium Discount			\$(19,335)
Expense Constant			\$160
	<b>Estimated Standard State Premium:</b>		<b>\$198,918</b>



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### **Terms and Conditions Including but Not Limited To**

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.
2. Quote subject to review and acceptance by Preferred Board of Trustees.
3. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
4. Down payment is due at inception.
5. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
6. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
7. Quote was prepared using payrolls supplied by your agency.
8. Safety and Drug Free program credits (if applicable) are subject to program requirements.
9. Payrolls are subject to final audit.
10. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in repricing of account.

### **ADDITIONAL TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO :**

- Receipt of signed Safety Program application within 30 days of effective date of coverage
- Receipt of signed Preferred Work Comp application within 30 days of effective date of coverage
- All lines of coverage (Package & Worker's Compensation) must be accepted in order to bind coverage with Preferred. Worker's Compensation agreement is conditional upon binding Package coverage. This is an ALL or nothing quote.

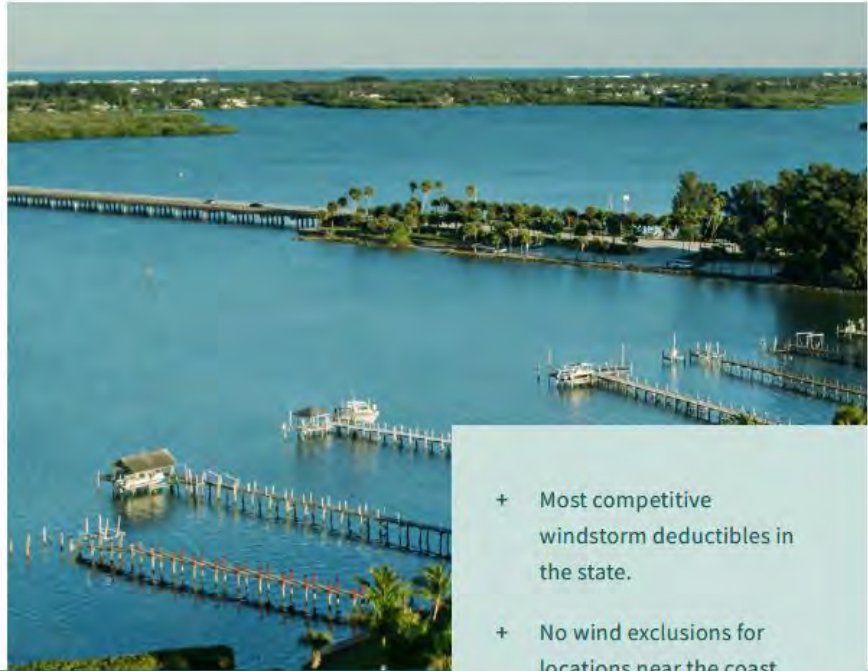


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# Coverage Advantages

+ **SUPERIOR WINDSTORM COVERAGE:** While other risk pools exclude wharves, piers, docks, signs, antennas, and communication towers, our program provides wind coverage for these scheduled locations.

+ **PREFERRED PROPERTY PROGRAM** is a shared limit. The amount of limit purchased is determined annually. In our 22 years of operation and responding to numerous windstorm events, Preferred's total losses have never exceeded the shared limit purchased.



- + \$100,000 of Non Non-Monetary coverage for Injunctive Relief, EEOC, Public Records and Inverse Condemnation allegations.
- + Professional Liability offered on either claims made or occurrence form.
- + Cyber Liability limits up to \$2,000,000 for both 1st and 3rd party claims.
- + Available Limits up to \$10,000,000 on all liability lines.
- + Public Officials and Employment Practices liability with no aggregate limit.
- + Defense costs are outside of the limit of liability, deductible does not apply to defense.
- + Deadly Weapon protection coverage free of charge. Crisis Response provided by CrisisRisk, a leading national response firm.
- + Unmanned Aircraft (Drone) Liability coverage of \$500,000.

- + Most competitive windstorm deductibles in the state.
- + No wind exclusions for locations near the coast.
- + No additional premium charged for a single location or total site locations acquired or newly constructed during the year with values less than \$15,000,000.
- + Property in the open (PITO) coverage is provided up to 1,000 feet of an existing location with no valuation restrictions.
- + Blanket Inland Marine Coverage for individual equipment valued less than \$25,000.

The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



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## Insuring Florida's Future

Founded in 1999, Preferred is a non-assessable insurance risk pool made of and for its members, focusing on the unique needs of Florida's public sector. Our robust membership and financial strength stem from a conservative platform of managed risk. Program administration is provided by Public Risk Underwriters of Florida (PRU).

A key distinguishing feature and advantage of Preferred is the exclusive utilization of independent agents who specialize in public sector risk throughout the state for distribution.

### WHY IS THIS IMPORTANT?

Our members receive local, personalized service and have built-in representation and advocacy to achieve optimal results.

Preferred's membership is represented by Elected Officials from all segments of Florida's Public Sector. Our Board of Trustees understands your needs and works diligently to bring you enhanced programs and services.

Specialized member-oriented claims service is provided by Preferred Governmental Claims Solutions (PGCS). With more than 40 years in claims experience, PGCS is Florida's foremost governmental third-party administrator. The cornerstones of their claims administration are communication, quick access, and sound return-to-work policies.

*Preferred is a proven structure of strength created to protect Florida's public sector.*

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PO Box 958455 Lake Mary, FL 32795 | 321.832.1450 | [pgit.org](http://pgit.org)

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BROWN & BROWN



# Liability Defense Panel



## **ROPER, P.A.**

2707 E. Jefferson Street  
Orlando, FL 32803  
(407) 897-5150  
[www.roperpa.com](http://www.roperpa.com)

## **BRIONEZ & BRIONEZ, P.A.**

322 W. Burleigh Blvd  
Tavares, FL 32778  
(352) 432-4044  
[www.bblaw.com](http://www.bblaw.com)

## **CARR ALLISON**

305 S. Gadsden St.  
Tallahassee, FL 32301  
(850) 222-2107

208 N. Laura Street  
Suite 1100  
Jacksonville, FL 32202  
(904) 328-6456  
[www.carrallison.com](http://www.carrallison.com)

## **KELLEY KRONENBERG**

1475 Centrepark Blvd,  
Suite 275  
West Palm Beach, FL 33401  
(561) 684-5956  
Tampa Jacksonville/ Fort  
Lauderdale Locations  
[www.kelleykronenberg.com](http://www.kelleykronenberg.com)

## **QUINTAIROS, PRIETO, WOOD & BOYER, P.A.**

4190 Belfort Rd, Suite 450  
Jacksonville, FL 32216  
Trinity, FL 34655  
(904) 354-5500  
[www.qpwblaw.com](http://www.qpwblaw.com)

## **ROBERTS, REYNOLDS, BEDARD & TUZZIO, P.A.**

470 Columbia Drive  
West Palm Beach, FL 33409  
(561) 688-6560  
[www.rrbpa.com](http://www.rrbpa.com)

5237 Summerlin Commons Blvd.  
Ft. Myers, FL 33907  
(239) 275-2268  
[www.rrbpa.com](http://www.rrbpa.com)

## **RUMBERGER, KIRK & CALDWELL P.A.**

101 N. Monroe Street,  
Suite 120  
Tallahassee, FL 32301  
(850) 222-6550  
[www.rumberger.com](http://www.rumberger.com)

## **LLOPIZ WIZEL**

1451 W Cypress Creek Rd  
Suite 300  
Fort Lauderdale, FL 33309  
(754) 312-7389  
[www.l-wirm.com](http://www.l-wirm.com)

## **UNICE, SALZMAN & JENSEN, P.A.**

1815 Little Road  
Trinity, FL 34655  
(727) 723-3772  
[www.unicesalzman.com](http://www.unicesalzman.com)

## **WARNER LAW FIRM, P.A.**

501 W 11th St.  
Panama City, FL 32401  
(850) 784-7772  
[timwarner@warnerlaw.us](mailto:timwarner@warnerlaw.us)

## **WALTON, LANTAFF, SCHROEDER & CARSON LLP**

931 Village Blvd, Suite 905  
West Palm Beach, FL 33401  
(561) 689-6700  
[www.waltonlantaff.com](http://www.waltonlantaff.com)

## **WEISS, SEROTA, HELFMAN, COLE & BIERMAN**

2525 Ponce De Leon Blvd,  
Suite 700  
Coral Gables, FL 33134  
(305) 854-0800  
[www.wsh-law.com](http://www.wsh-law.com)

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# Service is the heart of what we do

Our Loss Control & Member Services team takes a proactive approach designed to reduce and prevent claims by customizing our services to your needs **at no additional cost.**



## DEDICATED LOSS CONTROL CONSULTANTS PROVIDE:

- + Onsite safety inspections
- + Safety training on hundreds of topics
- + Safety program development, review & evaluation
- + Claims analysis & management
- + Claims reviews and Claims 101's

## PREFERRED RISK MANAGEMENT RESOURCE CENTER FOR MEMBERS WHO PURCHASE THEIR EPLI COVERAGE FROM PREFERRED:

### Cyber Security Resources

- + Breach health check
- + Customizable Incident Response Plan
- + Unlimited Access to Cybersecurity Experts
- + Immediate crisis management & response

### HR Helpline Services

- + Unlimited access to HR and Employment Law experts

### ADA Website Compliance Resources

- + WAVE by WebAIM accessibility evaluation tool
- + Expert guidance on ADA compliance

**VECTOR SOLUTIONS** – Online training platform with over 600 training courses on HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, etc.

**PREFERRED VIRTUAL TRAINING ACADEMY** – Virtual training on a wide variety of topics provided by our Loss Control Consultants and industry experts.

**STREAMERY** – 24/7 mobile streaming from anywhere with over 700 training topics

**PREFERRED TIPS** – 50/50 matching safety & loss control grant program up to \$5,000.

**60,000+**

Completed Training Courses

**\$3,250,000+**

in TIPS Grants

**74%**

Risk Management Resource Center Utilization

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BROWN & BROWN

# Innovative Solutions. Accurate Valuations.



In partnership with AssetWorks, Preferred provides property appraisals **for all property locations at no cost to our Members.** The field appraisals provide critical information on primary and secondary building characteristics, flood zones, and valuations. Field appraisals are conducted by AssetWorks on a rolling five-year schedule, trending reports are available in the interim upon request. Once the appraisal is completed, Members then have the choice to insure at appraised values to maintain blanket coverage. If a Member chooses to underinsure the property, the coverage agreement will be endorsed to “stated value” with an 80% coinsurance clause.

AssetWORKS

You receive exclusive access to the AMP platform which offers an innovative approach for property tracking and valuation management. AMP provides dynamic reporting capabilities and features an intuitive design which allows your team to get up and running in minutes. Vital property information is maintained in AMP, including a change history for each asset. Up-to-date property valuations and information are automatically imported into AMP and our experienced team offers personalized training to optimize your use of the system and reporting tools.

 **AMP**  
ASSET MANAGEMENT PLATFORM

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# Disaster Preparedness and Response

We are with you every step of the way

We take a multiprong approach to disaster response and recovery and it begins with **preparedness**. Our loss control consultants work with you to review and implement a disaster recovery plan that will stand up to the worst of disasters. We provide one on one training on the claims process and distribute an annual preparedness guide with an abundance of resources to make sure that you are ready should a disaster strike. We also provide hurricane kits so that you have the necessary policy information at your fingertips in the event of a power outage.



When a named storm is approaching, our field adjusters from Engle Martin are staged nearby with all contact and policy information for each member so that they can provide damage inspections immediately after a storm. Engle Martin uses cutting edge drone technology to identify damage mitigation opportunities that you may not have known existed. The EM adjusters also have access to prior appraisals and COPE data which helps streamline and expedite the claims process. This real time response enables us to get advance claim payments in your hands **within days**.



Preferred has partnered with First Onsite Property Restoration company to provide **turn-key emergency response mitigation and property restoration** with a 24/7 response including holidays and weekends. Their project managers will complete an initial scope and get the equipment you need to get back up and running immediately. First Onsite can supply backup generators, portables or temporary structures, and anything else you need. The project manager from First Onsite will provide a seamless delivery of service to get you back to your pre-disaster state. If your preference instead is a local contractor, you can use any vendor that you choose or select from our preapproved list of vendors. Payments can be made directly to vendors for a seamless process.

To finalize your claim, we provide a claim resolution packet which includes all documentation to support your claim in addition to FEMA closeout assistance.

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# Proposal Premium Summary

Line of Business	Expiring Premium	Premium
Property	\$ 297,799.00	\$ 497,727.00
Fees	0.00	\$ 0.00
Taxes	0.00	\$ 0.00
<b>Total</b>	<b>\$ 297,799.00</b>	<b>\$ 497,727.00</b>
Inland Marine	Included with Property	\$ 8,779.00
Fees		\$ 0.00
Taxes		\$ 0.00
<b>Total</b>	<b>Included with Property</b>	<b>\$ 8,779.00</b>
Crime		\$ 1,050.00
Fees		\$ 0.00
Taxes		\$ 0.00
		\$ <b>1,050.00</b>
General Liability	<b>\$232,363.00</b>	\$ 89,463.00
Fees		\$ 0.00
Taxes		\$ 0.00
<b>Total</b>		<b>\$ 89,463.00</b>
Law Enforcement Liability	Included with General Liability	\$ 46,990.00
Fees		\$ 0.00
Taxes		\$ 0.00
\$46,990.00		<b>\$ 46,990.00</b>
Public Officials and Employment Practices Liability	Included with General Liability	\$ 79,981.00
Fees		\$ 0.00
Taxes		\$ 0.00
<b>Total</b>		<b>\$ 79,981.00</b>
Cyber Liability	\$ 2,732.00	\$ 3,500.00
Fees	\$ 0.00	\$ 0.00
Taxes	\$ 0.00	\$ 0.00
<b>Total</b>	<b>\$ 2,732.00</b>	<b>\$ 3,500.00</b>
Auto Liability	\$ 59,813.00	\$ 44,425.00
Fees	0.00	\$ 0.00
Taxes	0.00	\$ 0.00
<b>Total</b>	<b>\$ 59,813.00</b>	<b>\$ 44,425.00</b>
Auto Physical Damage	\$ 27,888.00	\$ 25,000.00
Fees	\$ 0.00	\$ 0.00
Taxes	\$ 0.00	\$ 0.00
<b>Total</b>	<b>\$ 27,888.00</b>	<b>\$ 25,000.00</b>
<b>Sub Total</b>	<b>\$ 620,595.00</b>	<b>\$ 796,915.00</b>
<b>Workers Compensation Continue to Next Page</b>		



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Line of Business	Expiring Premium	Premium
Workers Compensation	\$ 210,915.00	\$ 198,758.00
Fees	\$ 160.00	\$ 160.00
Taxes	\$ 0.00	\$ 0.00
Total	\$ 211,075.00	\$ 198,918.00
<b>Grand Total</b>	<b>\$ 831,670.00</b>	<b>\$ 995,833.00</b>

*This quote is valid for (30) days or until the proposed effective date.*

## Payment Plans

Line of Business	Payment Plan	Billing Plan
All Proposed Coverage Lines of Business except Workers Compensation	Agency Bill	50% Down Payment at inception, 25% due at 75 Days, and 25% Due at 166 Days from Inception.
Workers Compensation	Agency Bill	Quarterly Installments

### Subjectivities:

*Signed ACORD application and PIGIT Agreement*

*Completed/signed supplemental application provided by PIGIT.*

*Signed/completed terrorism forms. You must elect or reject coverage. The additional premium plus any fees and taxes will apply if signed rejection is not received by company or if electing coverage.*

### Binding requirements:

*Payment is Due Upon Binding- 25% of amount of premiums Bound.*

**25% Minimum Earned Premium applies to the PGIT Package**



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# A. M. Best

## A. M. Best Rating of Proposed Carriers:

### Basic Policy Info

Line of Business	Insurance Company	Rating	Admitted / Non-Admitted
Property, Inland Marine, General Liability, Auto, Cyber, Workers Compensation	Preferred Governmental Insurance Trust (PGIT)	N/R	N/A

### General Rating:

Rating Categories	Rating Symbols
Superior	A+ to A++
Excellent	A to A-
Good	B+ to B++
Fair	B to B-
Marginal	C+ to C++
Weak	C to C-
Poor	D

These rating classifications reflect AM BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

### Financial Size Category:

Class	Range (\$ in Thousands)
Class I	Up-\$1,000
Class II	\$1,000-\$2,000
Class III	\$2,000-\$5,000
Class IV	\$5,000-\$10,000
Class V	\$10,000-\$25,000
Class VI	\$25,000-\$50,000
Class VII	\$50,000-\$100,000
Class VIII	\$100,000-\$250,000
Class IX	\$250,000-\$500,000
Class X	\$500,000-\$750,000
Class XI	\$750,000-\$1,000,000
Class XII	\$1,000,000-\$1,250,000
Class XIII	\$1,250,000-\$1,500,000
Class XIV	\$1,500,000-\$2,000,000
Class XV	\$2,000,000-Greater



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## NOTICE AND ACKNOWLEDGEMENT OF FINANCIAL CONDITION

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Brown & Brown of Miami and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of “A-” or better.\* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an “A-” or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being renewed through **Preferred Governmental Insurance Trust (“Preferred”)**, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

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City of Miami Springs Preferred Governmental [Name of authorized Representative of Insured]

**Named Insured: City of Miami Springs**  
**Line of Coverage(s): Commercial Package**  
**Policy Number(s): TBD**  
**Policy Period(s): 10/01/2023 - 10/01/2024**  
**Date of Notice: 10/01/2023**

\* **AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating**  
**Financial Size Category: XV to I - Largest to smallest rating**



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# Understanding Claims-Made Policy

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The claims-made policy provides coverage that is triggered when a claim is made against the insured during the policy period, providing the claim occurred after the retroactive date.

## Current Policy Year:

The policy year begins on the effective date shown on the policy and expires on the expiration date also shown on the policy.

## Prior Acts or Retroactive Date:

This date is shown on the policy. This provision eliminates coverage for claims that took place prior to the specified retroactive date, even if the claim is first made during the policy period.

## Supplemental Extended Reporting Period (Tail Coverage):

This is a provision found within the claims-made policy that extends the length of the reporting period allowing the insured to report claims that are made against the insured after the policy has expired or been canceled, provided the claim took place during the expired/canceled policy. The ERP/Tail Coverage requires an additional premium and must be requested within the time frame as outlined in the policy.



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# Compensation Disclosure

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**Compensation.** In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

**Questions and Information Requests.** Should you have any questions, or require additional information, please contact this office at (305) 714-4400 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>



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Named Covered Party: City of Miami Springs

Term: 10/01/2023 to 10/01/2024

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0132016 23-01 11 - 1

**Compensation Disclosure**

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters of Florida Inc. (PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9.75% of the Preferred premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of Preferred members. The services provided by PGCS to Preferred may include:

Claims Liaison with Insurance Company / Claims Liaison with Preferred Members / Claims Adjustment

Pursuant to its contract with Preferred, PGCS receives a claims administration fee for those accounts which PGCS services of up to 3.85% of the non-property portion of the premiums you pay to Preferred.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to Preferred for your coverage.

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# Electronic Selection / Rejection Option Form

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*This is to comply with the Uniform Electronic Transactions Act. This will allow us to provide quality, consistent delivery of documents according to your preference.*

## Selection of Electronic Insurance Policy Delivery Option

I select the option to receive the following documents in connection with my insurance policy(ies) electronically.  
**I acknowledge I may no longer receive paper policies, auto identification cards and other supporting documents you have in connection with my insurance policies unless specifically requested by me.**

\_\_\_\_\_  
Please initial here

## Rejection of Electronic Delivery Option

I reject the option to receive my insurance policy(ies) and /or other supporting documents in connection with my insurance policy(ies) electronically for myself and all those covered under the policy.  
**I elect to receive paper copies of such documents.**

\_\_\_\_\_  
Please initial here

## Electronic Delivery Disclosure

The policyholder who elects to allow for insurance policy and/or other supporting documents in connection with the insurance policy(ies) to be sent to the electronic mail address provided should be diligent in updating the electronic mail address provided to Brown & Brown of Florida, Inc., in the event that the address should change.

Insured \_\_\_\_\_ City of Miami Springs

Email Address to receive documents: \_\_\_\_\_

Duly Authorized Representative Name: \_\_\_\_\_

Date: \_\_\_\_\_



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**Insurance Coverage Review**

Insured: \_\_\_\_\_

Policy Term Date: \_\_\_\_\_

Please advise if quotations for any coverage listed below are requested:

**E = Exposure; C = Coverage through Brown & Brown; Q = Quote for Limited or Uncovered Exposure. Mark entire section CLIENT DECLINED QUOTE or DECLINED TO DISCUSS if applicable.**

	E	C	Q
<b>PROPERTY</b>	Y/N	Y/N	Y/N
Buildings			
Business Personal Property			
Personal Property of Others			
Tenants Betterments & Improvements			
Business Income/Rental Income			
Extra Expense			
Leaseholders Interests			
Boiler & Machinery (Equipment Breakdown)			
Building Ordinance or Law:			
A. Loss to Undamaged Portion of Building			
B. Demolition Cost			
C. Increased Cost of Construction			
Earthquake			
Difference in Condition			
Flood (Primary)			
Flood (Excess)			
Wind			
Off Premises Power Interruption			
Overhead Transmission Lines			
Glass			
Spoilage			
<b>AUTOMOBILE</b>			
Auto Liability			
Auto Physical Damage			
Drive Other Car Liability			
Drive Other Car Physical Damage			
Hired/Non Owned Liability			
Hired Car Physical Damage			
PIP: Ext Additional, Broad			
Rental Reimbursement (Private Passenger)			
Rental Reimbursement (Commercial Vehicles)			
Uninsured Motorist			
Underinsured Motorist			
Garage Liability			
Garage Keepers Liability			
Garage Keepers Physical Damage			
Trucker's Liability			
Unladen Liability			
Trucker's Physical Damage			
Trailer Interchange			
<b>CRIME</b>			
Employee Dishonesty (1st Party)			
Employee Dishonesty (3rd Party)			
Computer Fraud/Funds Transfer			
Forgery or Alteration			
Social Engineering			
Money & Securities			
<b>BONDS</b>			
ERISA Bond			
Other Bonds			

	E	C	Q
<b>LIABILITY</b>	Y/N	Y/N	Y/N
General Liability			
Liquor Liability			
Employee Benefits Liability			
Errors or Omissions/Professional Liability			
Cyber Liability (1st Party)			
Cyber Liability (3rd Party)			
Intellectual Property			
Directors & Officers Liability			
Fiduciary Liability			
Employment Related Practices Liability			
Third Party Discrimination			
Owners/Contractors Protective Liability			
Pollution Liability (1st Party)			
Pollution Liability (3rd Party)			
Products Liability			
Product Recall			
Warehouse (or Bailee's) Legal Liability			
Watercraft Liability (Hull & P+I)			
Umbrella/Excess Liability			
<b>INLAND MARINE</b>			
Accounts Receivable			
Valuable Papers			
Bailee Coverage			
Computer/EDP			
Contractors Equipment			
Signs			
Installation Floater			
Mobile Equipment			
Rented/Leased Equipment			
Motor Truck Cargo			
Transit/Transportation			
Builders Risk / Course of Construction			
Ocean Cargo			
<b>WORKERS COMPENSATION</b>			
Workers Compensation			
Other States			
USL&H			
Jones Act			
Stop Gap Liability			
Excess Employers Liability			
<b>AIRCRAFT</b>			
Aviation – Owned/Non-Owned			
<b>MISCELLANEOUS</b>			
International/Foreign Exposures			
Kidnap & Ransom			
Travel Accident			
Credit Insurance			
Mold/Fungi			
EIFS			
Terrorism			
Subsidence/Sinkhole			

This list of insurance coverage is for information purposes only and is not meant to be a complete list for all your insurance needs. The above analysis is based solely on information provided by the client.

Insured Representative \_\_\_\_\_

Date - Place Completed with Insured \_\_\_\_\_

Brown & Brown Representative Signature \_\_\_\_\_

Rev. 07-01-23



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BROWN & BROWN

 Brown & Brown



**CITY OF MIAMI SPRINGS  
OFFICE OF THE CITY CLERK**

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

**TO:** Erika Gonzalez-Santamaria, MMC, City Clerk  
**VIA:** Sandra Duarte, Assistant to the City Clerk  
**FROM:** Centennial Committee  
**DATE:** September 22, 2023  
**SUBJECT:** Recommendations from the September 13, 2023 Regular Meeting

\*\*\*\*\*

Agenda Items:

4. New Business

A. Review of proposed Centennial Committee Logo

**To select the 6<sup>th</sup> logo presented as the official Centennial Committee logo and to recommend for the logo text stating 1926 and 2026 to be enlarged.**

**First: Perera  
Second: Doyle  
Vote: 4-0**

Logo# 6



LOGO #1



LOGO #2



LOGO #3



LOGO #4



LOGO #5



LOGO #6



LOGO #7

