



## CITY OF MIAMI SPRINGS, FLORIDA

**Mayor Walter Fajet, Ed.D.**

**Vice Mayor Joseph Dion  
Councilman Orlando Lamas**

**Councilman Jorge Santin  
Councilman Fabian Perez-Crespo**

**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, March 30, 2026 – 7:00 PM**

**Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida  
(In-person and virtually; See the end of the Agenda for additional information)**

1. **Call to Order/Roll Call**
2. **Invocation:**
  - A) Led by Mayor Walter Fajet
3. **Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag.
4. **Agenda/Order of Business**
5. **Awards & Presentations**
  - A) Presentation of the Miami Springs Employee Service Award recognizing Lazaro D. Rodriguez, Police Officer for his 5 years of service to the City
  - B) Recognizing Jimena Alonso for starting the ACEing Autism program at the Miami Springs Tennis Courts
6. **Open Forum:** Persons wishing to speak on items of general City business, may do so in person or via email by following the instructions at the back of this agenda. 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.**

## **7. Approval of Council Minutes**

- A) March 9, 2026 – Regular Meeting

## **8. Reports from Boards & Commissions**

## **9. Public Hearings**

- A) **Ordinance - Second Reading** - An Ordinance Of The City Council Of The City Of Miami Springs, Florida, Revising The Board Composition Of The Employees' Retirement System And Police And Fire Pension Plan; Amending Code Of Ordinance Section 35-05 To Permit Drop Participants To Serve As Pension Trustees On The General Employees Pension Board; Amending Code Of Ordinance Section 35-56 To Permit Four Year Terms Of Office And Allow Drop Participants To Serve As Pension Trustees On The Police Pension Board; Providing For Conflicts; And Providing For An Effective Date

## **10. Consent Agenda**

- A) Resolution - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To The Agreement With Bermello Ajamil & Partners, Inc.; Providing For Authorization; And Providing For An Effective Date.
- B) Resolution - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Contract And Contract Addendum With Fireworks Displays Unlimited, Llc D/B/A Firepower Fireworks Displays For The City's 2026 Fourth Of July Fireworks Display In An Amount Not To Exceed \$32,500.00; Waiving Competitive Bidding Procedures; Providing For Authorization; And Providing For An Effective Date.
- C) Resolution - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving And Adopting Revised Rules And Regulations For The Parks And Recreation Department; Providing For Implementation; Providing For Conflicts; And Providing For An Effective Date.
- D) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving And Adopting An Amended Schedule Of Charges For The Miami Springs Aquatic Center; Providing For Authorization; And Providing For An Effective Date.

## **11. Previous/Unfinished Business**

## **12. New Business**

- A) Resolution - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Calling A Special Election On August 18, 2026 For The Purpose Of Submitting To The Electorate Of The City Of Miami Springs, Florida, A Charter Amendment; Providing Requisite Ballot Language; Providing For Balloting And Election Procedures; Providing For Notice Of Election; Providing For Copies; Providing For Charter

Amendment Election Procedures And Related Details; Providing For Inclusion In The Charter; Providing For Severability; Providing For Conflicts; And Providing For An Effective Date.

- B) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Negotiate And Execute An Agreement With Bnmr Glvz, Llc For Community Education And Engagement Services For The Activate Southeast Miami Springs Project In An Amount Not To Exceed \$60,000; And Providing For An Effective Date.

**13. Other Business**

- A) Request by James Fulton for the following: Scouts request for 2026 Summer camp donation
- B) Request by Councilman Santin to discuss parking enforcement on Westward Drive

**14. Reports & Recommendations**

- A) City Attorney
- B) City Manager
- C) City Clerk
- D) City Council

**15. Adjourn**



**CITY OF MIAMI SPRINGS  
PUBLIC MEETING NOTICE**

The City of Miami Springs will hold a Council meeting on:

**Monday, March 30, 2026 at 7:00 PM**

**Community Center, 1401 Westward Drive, 2nd Floor, 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 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.

**WATCH AND/OR PARTICIPATE IN THE MEETING**

- **YouTube:** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

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.

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 Meeting

Regular Meeting Minutes

Monday, March 9, 2026 at 7:00 p.m.

Community Center, 1401 Westward Drive, 2<sup>nd</sup> Floor, Miami Springs, Florida

In-Person/Virtual Council Meeting

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Walter Fajet, Ed.D.

Vice Mayor Joseph Dion

Councilman Jorge Santin

Councilman Orlando Lamas

Councilman Fabian Perez-Crespo

City Manager JC Jimenez

City Clerk Erika Gonzalez, MMC

City Attorney Haydee Sera

Assistant City Manager Omar Luna

Police Chief Matthew Castillo

Public Works Director Juan Pena

City Planner Silvia Vargas

- 2. Invocation:** Offered by Councilman Joseph Dion; Vice Mayor Dion requested a moment of silence in honor of the passing of community member Manny Frias and extended condolences to his family, including City employees, Police Officer Kevin Frias and Justin Frias.
- 3. Pledge of Allegiance:** The audience led in the pledge.
- 4. Agenda / Order of Business:**

**Mayor Fajet requested a change to the Order of Business to move Item 13(D) (HOSA Club request) to follow Open Forum, move the Centennial Home Recognition presentation to the beginning of Reports & Recommendations (Item 8A), add Item 12(B): Discussion regarding postponement of the March 23, 2026 Council Meeting. There was consensus of the Council to add the item. There were no further changes at this time. Vice Mayor Dion moved to set the agenda as amended. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

**5. Awards & Presentations:**

A) Presentation of Certificates of Recognition to homes that have celebrated 100 years

**The Mayor recognized several properties as Centennial Homes celebrating 100 years. Property owners were invited to the front and shared brief remarks regarding their homes and tenure. The Mayor acknowledged the importance of preserving historic homes and noted the City's intent to continue recognizing such properties annually. Dr. Jim Watson, Chair of the Historic Preservation Board, provided remarks highlighting the significance of maintaining the City's historic character and commended homeowners for preserving these structures.**

B) Presentation of the Yard of the Month Award for March 2026 to the property located at 998 Ibis Avenue Mr. and Mrs. Alcaine

**The Mayor recognized Mr. and Mrs. Alcaine of 998 Ibis Avenue as recipients of the Yard of the Month award. The homeowners briefly described their landscaping efforts, noting a combination of professional planning and ongoing adjustments over time. The Mayor commended their efforts and contribution to the community's aesthetics.**

**6. Open Forum: The following members of the public addressed the City Council: None at this time.**

**7. Approval of Council Minutes:**

A) February 23, 2026 – Regular Meeting

**Councilman Perez-Crespo moved to approve the minutes of the Regular Council Meeting on February 23, 2026. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

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

A) Reappointment of Dr. Jim Watson to the Historic Preservation Board for an additional Term

**Council discussed the reappointment of Dr. Jim Watson to the Historic Preservation Board. Councilmembers expressed appreciation for his leadership and contributions.**

**Vice Mayor Dion moved to approve the reappointment of Dr. Jim Watson to the Historic Preservation Board. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

B) Report by the Historic Preservation Board and Councilman Santin on Historical Markers for six identified locations in the City

**Dr. Watson and Councilman Santin presented an update on the installation of Florida State Historical Markers at six identified locations, including, Curtiss Mansion, Miami Springs Golf Course, Clune-Stadnik Building, Fair Havens, Two historic bridges. Funding sources include a combination of City funds, donations, Centennial Committee contributions, and District 6 support.**

**The Council discussed the application and approval process through the State, including expected timelines.**

**Councilman Lamas moved to approve moving forward with the six historical markers. Vice Mayor Dion seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

9. **Public Hearings: None at this time.**
10. **Consent Agenda: None at this time.**
11. **Previous/Unfinished Business: None at this time.**
12. **New Business:**

A) **Ordinance - First Reading** - An Ordinance Of The City Council Of The City Of Miami Springs, Florida, Revising The Board Composition Of The Employees' Retirement System And Police And Fire Pension Plan; Amending Code Of Ordinance Section 35-05 To Permit Drop Participants To Serve As Pension Trustees On The General Employees Pension Board; Amending Code Of Ordinance Section 35-56 To Permit Four Year Terms Of Office And Allow Drop Participants To Serve As Pension Trustees On The Police Pension Board; Providing For Conflicts; And Providing For An Effective Date

**City Clerk Erika Gonzalez-Santamaria read the Ordinance by title. The City Attorney explained that the Ordinance would allow DROP participants to serve on the pension boards and would standardize board member terms. Council discussion followed regarding the rationale for the proposed changes, including questions about why DROP participants were previously excluded and the implications of modifying board eligibility and term lengths. It was noted that this item would return for a second reading, allowing additional time for questions to be addressed and for further clarification from the Pension Board or its legal counsel if needed.**

**Councilman Santin moved to approve the Ordinance on first reading. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows:**

**Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

**B) Discussion – Postponement of March 23, 2026 Council Meeting**

**The Mayor introduced a discussion regarding the potential postponement of the March 23, 2026 City Council meeting. Following brief discussion, there was general consensus to proceed with postponing the meeting to March 30, 2026.**

**Vice Mayor Dion moved to postponing the next Council meeting to March 30, 2026. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

**13. Other Business:**

**A) Vote of Confidence for the City Clerk as Required by Section 8.01(1) of the City Charter**

**The Mayor introduced the item regarding the required vote of confidence for the City Clerk pursuant to Section 8.01 of the City Charter. City Clerk Erika Gonzalez expressed her appreciation for the opportunity to serve, noting her 12 years of service to the City and her continued commitment to supporting the Mayor, City Council, and the organization. Members of the City Council expressed their appreciation for the City Clerk’s professionalism, dedication, and leadership. Councilmembers commended her for her support to elected officials, the effectiveness of her office, and the successful implementation of initiatives such as the passport program. The Mayor also noted the City Clerk’s institutional knowledge, consistency, and dedication to the organization, emphasizing her responsiveness and value to the City.**

**Vice Mayor Dion moved to approve a vote of confidence for the City Clerk. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

**B) Vote of Confidence for the City Attorney as Required by Section 8.01(1) of the City Charter.**

**The Mayor introduced the item regarding the required vote of confidence for the City Attorney pursuant to Section 8.011 of the City Charter. City Attorney Haydee Sera addressed the Council and expressed appreciation for the opportunity to serve the City, noting nearly ten years of service and the role of the firm in supporting City operations across departments.**

**Members of the City Council expressed their appreciation for the City Attorney and her firm, highlighting their responsiveness, professionalism, and legal guidance on complex matters facing the City. Councilmembers acknowledged the**

**firm's depth of expertise and their continued support to the City Council and staff. The Mayor also recognized the value of the City Attorney's firm, noting the breadth of knowledge and resources available to the City through the firm's team of attorneys.**

**Vice Mayor Dion moved to approve a vote of confidence for the City Attorney. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

C) Selection of Director and Alternate for the Miami-Dade County League of Cities Board of Directors

The Mayor introduced the item regarding the selection of the City's Director and Alternate for the Miami-Dade County League of Cities Board of Directors. The City Clerk advised that the current appointments are Vice Mayor Dion as Director and Councilman Perez-Crespo as Alternate. Council discussion followed regarding interest in continuing or rotating the positions. Councilman Perez-Crespo expressed interest in serving as Director. Following discussion, **Councilman Lamas moved to appoint Councilman Fabian Perez-Crespo as Director and Vice Mayor Joseph Dion as Alternate for the Miami-Dade County League of Cities Board of Directors. Councilman Santin seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

D) Request by Thad Ovcarich for a City donation towards HOSA Club — Future Healthcare Association at AIE is requesting a \$250 for travel expenses for 10 students that will be competing in Orlando on April 16 -19 for a state competition.

**Mr. Ovcarich and students from the HOSA Club at AIE Charter School presented a request for a \$250 donation to support student participation in the State Leadership Conference. Students highlighted the organization's focus on preparing future healthcare professionals through leadership development, competition, and hands-on learning experiences.**

**Vice Mayor Dion moved to approve the a \$250.00 donation to the HOSA Club. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

#### **14. Reports & Recommendations:**

A) City Attorney

**City Attorney Haydee Sera reported that she will provide an update at the next Council meeting regarding upcoming election-related matters.**

B) City Manager

**Assistant City Manager Omar Luna thanked the Miami Springs Women’s Club for their support in hosting the City’s International Women’s Day employee appreciation event. He noted the event was well received and expressed appreciation for their assistance with logistics and hospitality.**

C) City Clerk

**City Clerk Erika Gonzalez reported that the recent ribbon-cutting for the Passport Office has resulted in increased appointments and walk-in activity. She noted that the City is planning to expand services by offering Saturday hours, which would make Miami Springs the only passport facility in the County with weekend availability.**

D) City Council

**Councilman Perez-Crespo encouraged residents to attend the “Ascension” aviation-themed art exhibit at Studio Hue, running through March 14. He also announced an upcoming healthcare forum hosted by the Miami Springs Woman’s Club. He thanked Public Works for promptly addressing a roadway issue on Hunting Lodge Drive and emphasized the importance of local government services in maintaining infrastructure. He also encouraged residents to subscribe to the City’s newsletter and to rely on official sources for information.**

**Councilman Lamas thanked Police Chief Castillo and the Police Department for community outreach efforts, including a recent 305 Day event, and commended their engagement with residents.**

**Vice Mayor Dion thanked the Police Department for their responsiveness to a recent incident and acknowledged their efforts in addressing community concerns. He also expressed appreciation for the Centennial Gala event.**

**Councilman Santin commended staff and organizers for the Centennial Gala and provided an update on the relocation of the City’s historic clock, noting ongoing efforts to ensure proper functionality. He also recognized Public Works for their work on the installation and noted upcoming Centennial-related activities.**

**Mayor Fajet reported that City representatives recently traveled to Washington, D.C. to meet with federal officials, including Congressman Mario Diaz-Balart, to express appreciation for a \$500,000 appropriation supporting public safety initiatives. He also noted meetings with the offices of U.S. Senators to discuss continued support for the City and potential future funding opportunities.**

**15. Adjourn**

There being no further business to be discussed the meeting was adjourned at 8:02 p.m.

*Respectfully submitted:*

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*Erika Gonzalez, MMC  
City Clerk*

*Adopted by the City Council on  
This 9th day of February, 2026.*

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*Dr. Walter Fajet, 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.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, REVISING THE BOARD COMPOSITION OF THE EMPLOYEES' RETIREMENT SYSTEM AND POLICE AND FIRE PENSION PLAN; AMENDING CODE OF ORDINANCE SECTION 35-05 TO PERMIT DROP PARTICIPANTS TO SERVE AS PENSION TRUSTEES ON THE GENERAL EMPLOYEES PENSION BOARD; AMENDING CODE OF ORDINANCE SECTION 35-56 TO PERMIT FOUR YEAR TERMS OF OFFICE AND ALLOW DROP PARTICIPANTS TO SERVE AS PENSION TRUSTEES ON THE POLICE PENSION BOARD; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") sponsors retirement plans which are codified in Chapter 35 of the City's Code of Ordinances ("Code"); and

**WHEREAS**, the Plans are administered by a Board of Trustees (the "Board") which serves a fiduciaries for the Plan; and

**WHEREAS**, the Boards have recommended amending the Plans to permit DROP participants to serve as pension trustees and to provide for extended four-year terms of office, as permitted by Section 185.05, Fla. Stat.

**WHEREAS**, the City Council has determined that the proposed amendment to Section 35-56 of the Code is in the best interests of the City and its citizens.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA THAT:**

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

**Section 2. Amending Section 35-05 of the City Code.** That the Code of Miami Springs, Florida, is hereby amended by revising Section 35-56, Administration, to read as follows:

**Sec. 35-05. - Board of Trustees created; membership.**

(A) There is created a Board of Trustees in whom is vested the power and authority to administer, manage, and operate the retirement system, and to construe and make effective the provisions of §§ 35-01—35-45.

(B) The board shall consist of five trustees as follows:

- (1) One person to be selected by the council.
- (2) The City Manager.
- (3) Two members of the retirement system, including DROP participants, who shall be elected by the general members.
- (4) One member to be appointed by the other four trustees.

**Section 3. Amending Section 35-56 of the City Code.** That the Code of Miami Springs, Florida, is hereby amended by revising Section 35-56, Administration, to read as follows:

**Sec. 35-56. Administration.**

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(B) The term of office of each elected employee member trustee shall be ~~two~~ four (4) years unless he or she sooner leaves the employment of the municipality as a police officer. The term of office of each resident member appointed by the City Council shall be ~~two~~ four (4) years, unless sooner replaced by the City Council at whose pleasure they shall serve, and the term of the fifth member shall be ~~two~~ four (4) years. All members may succeed themselves in office. DROP participants shall be permitted to run for election to the member seats on the Board of Trustees.

**Section 4. Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 5. Effective Date.** That this Ordinance shall become effective immediately upon adoption on second reading.

**PASSED ON FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_ 2025, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Councilman Joseph Dion \_\_\_\_\_  
Councilman Walter Fajet \_\_\_\_\_  
Councilman Orlando Lamas \_\_\_\_\_  
Councilman Fabian Perez-Crespo \_\_\_\_\_  
Councilman Jorge Santin \_\_\_\_\_  
Mayor Walter Fajet \_\_\_\_\_

\_\_\_\_\_  
Walter Fajet, Mayor

**ATTEST:**

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, MMC

CITY CLERK

**APPROVED AS TO FORM AND LEGAL SUFFICIENT FOR THE USE AND RELIANCE OF  
THE CIT OF MIAMI SPRINGS ONLY.**

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

## Erika Gonzalez-Santamaria

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**From:** Adam Levinson <adam@robertdklausner.com>  
**Sent:** Tuesday, March 10, 2026 3:44 PM  
**To:** Erika Gonzalez-Santamaria; Amanda Kish  
**Subject:** Re: Pension Ordinance Question

Erika,

This email summarizes our conversation of today's date.

The answer to your question is slightly different for the General Employees pension board versus the Police and Fire pension board.

The Police and Fire board receives premium taxes from Tallahassee and is governed by Chapters 175 and 185, Florida Statutes. The Division of Retirement takes the position that DROP participants are "*retired.*" In order for a DROP participant to run for an elected member position on a public safety pension board, the Division of Retirement wants the ordinance to explicitly permit same. Ultimately, the Division doesn't care what position a city wants to take on the merits. The Division just wants the ordinance to specifically permit DROP participants to run, if that is the policy position adopted by the City.

With regard to general employee pension boards the Division of Retirement is agnostic. With that said, the current board composition provision in Section 35-05(B)(3) provides for two "*members of the retirement system*" to be elected by the general membership. Yet, Section 35-20(D)(1)(b) provides that upon entry into DROP the participant "*shall cease to be a member....*" Accordingly, the proposed amendment would revise Section 35-05(B)(3) to explicitly permit DROP participants to serve as elected trustees.

Feel free to reply or call with any questions.

Thanks,

Adam Levinson  
Klausner, Kaufman, Jensen & Levinson  
7080 N.W. 4<sup>th</sup> Street  
Plantation, FL 33317  
ph. (954) 916-1202  
fax. (954) 916-1232

Website: [www.klausnerkaufman.com](http://www.klausnerkaufman.com)



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# AGENDA MEMORANDUM

**Meeting Date:** 3/23/2026

**To:** The Honorable Walter Fajet and Members of the City Council

**Via:** JC Jimenez, City Manager

**From:** Juan Pena, Public Works Director

**Subject:** Continuing Professional Services – Bermello, Ajamil & Partners, Inc.

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**RECOMMENDATION:** Public Works staff recommends that the City Council approve a six (6) month extension of the Continuing Professional Services Agreement with Bermello, Ajamil & Partners, Inc., extending the current agreement with a current expiration date of March 12, 2026, to allow the City to continue receiving General Engineering and Architecture, General Civil Engineering, Transportation Planning and Engineering Services, Environmental Engineering, and Landscape Architecture services on an as-needed basis.

**DISCUSSION:** On September 18, 2020, the City advertised Request for Qualifications (RFQ #01-19/20) for General Engineering and Architecture, General Civil Engineering, Transportation Planning and Engineering Services, Environmental Engineering, and Landscape Architecture services in accordance with the Consultants' Competitive Negotiation Act (CCNA). Bermello, Ajamil & Partners, Inc. was awarded and deemed to be the most qualified firm for the services. The current agreement expired on March 12, 2026, staff is requesting that the City Council approve a six (6) month extension of the agreement, extending the contract through September 12, 2026. The resulting agreement will allow the City to issue work orders to the consultant on an as-needed basis for professional services within the scope of the contract.

This recommendation is being made in order to ensure continuity of professional services for ongoing and upcoming City projects while the new procurement process is finalized and a new pool of consultants is established.

**RESOLUTION NO. 2026-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH BERMELO AJAMIL & PARTNERS, INC.; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 18, 2020, the City of Miami Springs (the “City”) issued Request for Qualifications No. 01-19/20 (the “RFQ”) for Continuing Professional Architectural and Engineering Services (the “Services”); and

**WHEREAS**, on March 9, 2021, the City Council adopted Resolution No. 2021-3899, approving an agreement (the “Agreement”) with Bermello Ajamil & Partners, Inc. (the “Consultant”) to provide the Services and authorizing the City Manager to execute the Agreement with the Consultant pursuant to the RFQ; and

**WHEREAS**, the City is in the pendency of a competitive procurement for the Services, but the term of the Agreement has expired; and

**WHEREAS**, the City Council desires to approve a First Amendment to the Agreement (the “First Amendment”) in substantially the form attached hereto as Exhibit “A” to retroactively extend the term of the Agreement for six months through September 12, 2026, during the pendency of the competitive procurement; and

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

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

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

**Section 2. Approval.** The City Council approves the First Amendment to the Agreement with the Consultant.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to negotiate and execute the First Amendment to the Agreement with the Consultant in substantially the form attached hereto as Exhibit “A,” subject to the final approval of the City Attorney as to form, content, and legal sufficiency.

**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:

Mayor Dr. Walter Fajet	_____
Vice Mayor Joseph Dion	_____
Councilmember Orlando Lamas	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dr. Walter Fajet  
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

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MIAMI SPRINGS  
AND  
BERMELLO AJAMIL & PARTNERS, INC.**

**THIS FIRST AMENDMENT** to the **CONTINUING PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2026, (the “Effective Date of First Amendment”), by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, (the “City”) and **BERMELLO AJAMIL & PARTNERS, INC.**, a Florida profit corporation authorized to do business in Florida (hereinafter, the “Consultant”), collectively referred to as the “Parties.”

**WHEREAS**, on September 18, 2020, the City issued Request for Qualifications No. 01-19/20 (the “RFQ”) for Continuing Professional Architectural and Engineering Services (the “Services”); and

**WHEREAS**, on March 9, 2021, the City Council adopted Resolution No. 2021-3899, approving an agreement (the “Agreement”) with the Consultant to provide the Services and authorizing the City Manager to execute the Agreement with the Consultant pursuant to the RFQ; and

**WHEREAS**, the City and the Consultant desire to enter into this First Amendment to the Agreement to retroactively extend the term of the Agreement for six months through September 12, 2026, during the pendency of the competitive procurement; and

**WHEREAS**, the City and the Consultant have agreed to amend the Agreement as further set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein, the City and Consultant agree as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.
3. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
4. **Defined Terms.** All initial capitalized terms used in this First Amendment but not

otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

5. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

6. **Amending Section 2 of Agreement.** Section 2, “Term/Commencement Date,” of the Agreement is hereby amended as follows:<sup>1</sup>

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through September 12, 2026 ~~one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8.~~ Additionally, ~~this Agreement shall automatically renew up to four (4) additional one (1) year periods on the same terms as set forth herein unless the City Manager provides the Consultant with written notification, at least thirty (30) days prior to the expiration of the then current term, that the City elects not to renew this Agreement.~~

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7. **Amending Section 25 of Agreement.** Section 25, “Public Entity Crimes Affidavit,” of the Agreement is hereby amended as follows:

**25. State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

**25.1. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**25.2. Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or

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<sup>1</sup> Coding: ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words.

engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**25.3. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**25.4. Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**25.5. Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.



**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness #2 Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_ day of \_\_\_\_\_, 20\_\_, by\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare  
that I have read the foregoing and the  
facts stated in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of  
authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is  
executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

- \_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath



# AGENDA MEMORANDUM

**Meeting Date:** 3/30/2026

**To:** The Honorable Mayor Walter Fajet and Members of the City Council

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

**From:** Caitlin Smith, Recreation Director

**Subject:** 4<sup>th</sup> of July Firework Display 2026

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**Recommendation:**

Recommendation by Recreation that Council waive the competitive bid process and approve an expenditure to Firepower Displays Unlimited, LLC, in the amount of \$32,500.00, for 4<sup>th</sup> of July Fireworks Display as funds were approved in the FY 25/26 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code. Requires 4/5 vote by Council.

**Discussion/Analysis:**

Firepower Displays Unlimited provides the annual fireworks display for the 4<sup>th</sup> of July. This vendor has provided the fireworks display to the City since 1997. This vendor has provided firework displays for several municipalities such as: City of Homestead, City of Marathon, City of Pembroke Pines, Town of Davie, City of Coral Gables and Florida City. Firepower works directly with Miami Dade County Fire Department on our behalf, which expedites the permitting process and inspections required. If you will notice in this year's contract the cancellation date is May 1<sup>st</sup>.

**Fiscal Impact (If applicable):**

The Fireworks Display is already budgeted. The Village of Virginia Gardens will be also contributing \$4,000.00. The City of Miami Springs will be responsible for \$28,500.00. The pricing for the Firwork Show has gone up \$7,500.00, since last year.

**Submission Date and Time:** 3/18/2026 5:38 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u>Caitlin Smith</u>	Dept./ Desc.: <u>Recreation Department</u>
Prepared by: <u>Caitlin Smith</u>	Procurement: _____	Account No. <u>001-5701-572.48-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>\$32,500.00</u>
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ <u>\$32,500.00</u>

DRAFT

**RESOLUTION NO. 2026- \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A CONTRACT AND CONTRACT ADDENDUM WITH FIREWORKS DISPLAYS UNLIMITED, LLC D/B/A FIREPOWER FIREWORKS DISPLAYS FOR THE CITY'S 2026 FOURTH OF JULY FIREWORKS DISPLAY IN AN AMOUNT NOT TO EXCEED \$32,500.00; WAIVING COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 4, 2026, the City of Miami Springs (the "City") will host a Fourth of July event and the City wishes to utilize Fireworks Displays Unlimited, LLC d/b/a Firepower Fireworks Displays (the "Contractor") to provide the fireworks display (the "Service") at the event, as the Contractor has successfully performed the Service for several years and the City is pleased with the Contractor's performance; and

**WHEREAS**, Section 31-11(E)(6)(G) of the City's Code of Ordinances (the "Code") provides that the City Council may, by motion, waive the competitive procurement requirements for good cause when it determines that such a waiver is in the best interests of the City; and

**WHEREAS**, in accordance with Section 31-11(E)(6)(G) of the City's Code, the City desires to enter into the Contract and Contract Addendum (collectively, the "Contract") attached hereto as Exhibit "A" for the Service; and

**WHEREAS**, the City Council approves and authorizes the City Manager to execute the Contract on behalf of the City and expend budgeted funds in an amount not to exceed \$32,500.00; 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 Contract with the Contractor in substantially the form attached hereto as Exhibit "A."

**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's Code as it finds that it is in the best interest of the City to continue utilizing the Contractor for the Service.

**Section 4. Authorization.** The City Council hereby authorizes the City Manager to execute the Contract in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, substance, and legality, and to expend budgeted funds in an amount not to exceed \$32,500.00. The City Council hereby further authorizes the City Manager to take any action which is reasonably necessary to implement the purpose of the Contract and this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Joseph Dion	_____
Councilmember Orlando Lamas	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dr. Walter Fajet  
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



# FIREPOWER DISPLAYS

## Fireworks Display Agreement

**Client:**

*(Signers Legal Name or Business Name)*

**Date of Display:** July 4, 2026

**Client Address:**

*(Signers Full Mailing Address)*

**Location of Display:** Miami Springs  
Golf Course

**Duration:** Approx 18-20 Minutes

**Type of Event:**

*(ie. Wedding, Birthday, Holiday, etc.)*

**Contract Price:** \$32,500.00

**Shoot Time:**

*(Approximate time fireworks to begin)*

**Deposit Required:** \$16,250.00

**Client's Agent:**

*(Signers Appointed Contact/Event Planner)*

**Package Tier:** Platinum

**Day of Event Contact:**

*(Cell phone number(s) to give "Fire" cue)*

**Special Provisions:**

This Fireworks Display Agreement ("Agreement") is entered into as of the Effective Date of this Agreement by and between Fireworks Displays Unlimited, LLC dba Firepower Displays, a Florida limited liability company ("Company"), and Client as named at the top of page 1 of this Agreement ("Client").

### 1. Deposit and Payments

(a) Client shall pay a deposit of fifty percent (50%) of the contract price upon signing, but no later than thirty (30) days prior to the date of the display. If the display is contracted within thirty (30) days of the display date, the deposit is due immediately.

(b) The remaining balance shall be due and payable no later than three (3) calendar days prior to the scheduled date of display. If this Agreement is executed fewer than three (3) days prior to the scheduled date of the display, full payment shall be due immediately upon execution.

(c) Late payments shall accrue interest at 1.5% per month from the due date.

(d) In the event of non payment, Client agrees to pay Company's reasonable attorney's fees, court costs and travel expenses incurred to compel payment.

### 2. Client's Agent

Client shall designate one authorized representative ("Client's Agent") to whom all questions, requests, or rescheduling inquiries shall be directed.

### **3. Safety and Site Requirements**

(a) Land-Based Displays. Client shall furnish police and/or security, parking supervision, and enforce barricades around the safety zone. Client is responsible for cleanup of debris.

(b) Water-Based Displays. Company shall secure marine permits and coordinate with Coast Guard or marine authorities. Client shall remain responsible for any required venue-related security.

(c) Safety Perimeter. Company may stop or delay the display if persons, vehicles, or animals enter the safety zone and Client fails to enforce its removal.

### **4. Permits and Compliance**

Displays are contingent upon obtaining required permits and compliance with NFPA 1123 and/or 1126, local AHJ regulations, and Coast Guard rules for water-based shows. Company will obtain fireworks-specific permits. This Agreement is contingent upon issuance of such permits.

### **5. Insurance**

(a) Company shall maintain general liability insurance and furnish a certificate of insurance.

(b) All parties listed on the certificate shall be deemed additional insureds.

(c) Where required by venue or AHJ, Sponsor shall also obtain insurance naming Company as an additional insured.

### **6. Indemnification**

Client agrees to defend, indemnify, and hold harmless Company, its employees, officers, and subcontractors, from and against any and all claims, damages, liabilities, costs, and expenses (including attorney fees) arising from or related to (i) Client's breach of this Agreement, (ii) the condition of the event site, or (iii) acts or omissions of Client, its agents, or invitees. Client shall not be responsible for claims directly caused by Company's gross negligence or willful misconduct in handling or firing of fireworks.

### **7. Limitation of Liability**

Company's liability for any claim arising under this Agreement shall not exceed the total fees paid by Client. Company shall not be liable for consequential, incidental, or punitive damages, including lost profits or opportunities.

### **8. Scheduling and Weather**

(a) Displays shall not occur after 11:00 p.m. unless local ordinances permit otherwise.

(b) If delayed by Client beyond permitted hours, Client remains liable for full payment.

(c) If inclement weather, wind exceeding 20 mph, or unsafe conditions prevent the Display, it shall be rescheduled by mutual agreement. Postponement fees (travel, permits, logistics) shall be borne by Client. If no rain date is possible, cancellation fees apply.

### **9. Cancellations**

(a) Client remains responsible for permit fees, police/security, barge/tug rental, equipment rental, show design, and other mobilization expenses.

(b) If the Display is stopped in progress, Client shall remain liable for the contract price minus undischarged materials.

(c) Holiday Penalties. 4th of July contracts canceled after May 1st, and December 31/January 1 contracts canceled after October 1st, shall incur an additional \$3,000 cancellation penalty.

### **10. Force Majeure**

Company shall not be liable for delays or non-performance caused by weather, acts of God, governmental orders, labor disputes, equipment failure outside its control, or other events beyond its reasonable control.

### **11. Acknowledgements and Credit**

Client shall provide Company credit as sole fireworks provider in press releases, advertising, and event programs. Company may use photographs and video of the Display for promotional purposes.

### **12. Technical Standards**

Client acknowledges NFPA 1123 requires at least seventy (70) feet of clearance per inch of shell diameter. Company reserves the right to adjust program content to comply.

**13. Client Responsibilities**

- (a) Client is responsible for notifying residents/venues of the Display, if applicable.
- (b) Client must obtain and pay for all non-fireworks permits (e.g., special event permits).

**14. Debris and Residual Material**

Client acknowledges that firework displays may generate debris, including but not limited to paper, ash, cardboard, clay and cement like tubes and in some cases, flaming or smoldering material. Firepower Displays will take reasonable safety precautions in the setup and execution of the display, but Client understands and agrees that:

- (a) Firepower Displays is not responsible for debris cleanup, property staining, or fire damage caused by falling debris outside of the designated launch and fallout zones.
- (b) Client is responsible for ensuring the display area and fallout zone are free of persons, animals, vehicles, or property that may be damaged by such debris.
- (c) Firepower Displays shall not be held liable for any damage, loss, or injury resulting from debris that falls outside the intended fallout zone due to weather conditions, wind, or other factors beyond its control.

**15. Expiration of Offer**

This Agreement constitutes an offer by Company to provide services described herein. Unless executed by Client within fourteen (14) calendar days from issuance, this offer shall expire unless extended in writing by Company.

**16. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute shall be in Miami-Dade County, Florida.

**17. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and may not be modified except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

*Allyson Acosta*

\_\_\_\_\_  
Fireworks Displays Unlimited, LLC dba Firepower Displays  
Allyson Acosta, Managing Member

\_\_\_\_\_  
Authorized Signatory - Client

01/23/2026

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**ATTACHMENT A  
ADDITIONAL TERMS**

This Attachment A ("Attachment") is incorporated into and made part of the Fireworks Display Agreement ("Agreement") between Firepower Displays Unlimited, Inc. ("Company") and \_\_\_\_\_ ("Client").

The following additional terms, logistical requirements, and provisions apply to the fireworks display ("Display"):

**1. Lodging & Accommodations (If Applicable)**

\_\_\_ REQUIRED  NOT REQUIRED  
*If left blank, not required*

1.1. Client shall provide and cover the cost of hotel accommodations for Company's crew as follows:

- Number of rooms: \_\_\_\_\_ Number of beds per room: \_\_\_\_\_
- Nights required: \_\_\_\_\_ Check In Date: \_\_\_\_\_ Check Out Date: \_\_\_\_\_
- Hotel location must be within 15 minutes of the display site unless otherwise approved by Company.

1.2. Client shall ensure accommodations allow for late check-in, parking for Company vehicles/trailers, and secure overnight storage of equipment when necessary.

**2. Dock Space / Water Access (If Applicable)**

\_\_\_ REQUIRED  NOT REQUIRED  
*If left blank, not required*

2.1. Client shall provide dedicated dock space suitable for loading and unloading fireworks, equipment, and personnel.

- Company may bring its vessel(s) to the property and stage it on-site several days prior to the event.

2.2. Client shall provide safe access to the water, including any required marina permissions, gate codes, or escort personnel.

- At all times during the loading, unloading, or transfer of fireworks to any vessel, boat, or barge, no unauthorized persons or members of the public shall be permitted within one hundred (100) feet of Company equipment or transfer operations.

**3. Conflict Clause**

In the event of any conflict between this Attachment and the main Agreement, the terms of this Attachment shall control with respect to logistical, accommodation, and access provisions.

**ACKNOWLEDGMENT**

By signing below, the parties agree that this Attachment A is incorporated into the Fireworks Display Agreement and is fully binding.

Authorized Signatory - Client: \_\_\_\_\_ Date: \_\_\_\_\_

Company (Fireworks Displays Unlimited, LLC): Collynoncuesta Date: 01/23/2026

**ATTACHMENT B**



**ASSORTED MINES, ASSORTED COLOR, PEONIES & CHRYSANTHEMUMS** – bursts resembling a round and weeping flower pattern, **WHISTLES** – a break of color, followed by whistles, **SCREAMING DRAGONS** – a break of bright magnesium colors followed by loud screaming whistle, **GOLD FLITTER, SILVER OR GLITTER CROSSETTES** - exploding comets crackling into crisscrossing effects, **FANCY STAR SHELLS** – Assorted brilliant colors in various patterns, **SPIDERWEBS** – long hanging fine webs of gold or silver, **TOURBILLIONS** – titanium silver spinning effects, **RINGSHELLS** – assorted ring patterns of different colors of one, two, three or five different colors, **GOLDEN, SILVER, GLITTERING OR CRACKLING PALM TREES** – a palm tree image with trunk-like different forms, **ASSORTED TWO and THREE COLOR CHANGING CHRYSANTHEMUMS & PEONIES** – two or three distinct color changes that resemble a round and weeping flower pattern, **STROBES** – a variety of bright twinkling shells, **ASSORTED COLOR BROCADES** – a dense golden, silver or assorted color effect ending at the tips with an umbrella-like canopy cascading and falling low, **MULTI-BREAK SALUTE SHELLS** – a variety of salute effects that incorporate multiple powerful reports into the display, **ASSORTED COMETS**, bright luminous thick tail with comet-like appearance with various colors, **ASSORTED TIGERTAILS**, similar to comets, **ASSORTED MINES**, projects various types of effect and colored stars that are launched and ignited at a low altitude, **TITANIUM SALUTES** – these shells explode into a burst of brilliant white lights and booming reports, **ASSORTED COLOR & CRACKLING EFFECTS** – assorted color peonies and chrysanthemums with crackling effects, **WILLOWS** - very fine lines with an umbrella like effect cascading slowly, **ETC.**

# SHELL COUNT

## FIREPOWER DISPLAYS

	OPENING	BODY	FINALE	TOTAL
<b>1.3G</b>				
<b>2"</b>	_____	_____	_____	_____
<b>2.5"</b>	_____	_____	_____	_____
<b>3"</b>	_____	150	360	510
<b>4"</b>	_____	216	72	288
<b>5"</b>	_____	120	20	140
<b>6"</b>	_____	90	18	108
<b>7"</b>	_____	_____	_____	_____
<b>8"</b>	_____	_____	_____	_____
<b>CAKES</b> <i>up to 2.5" tubes</i>	2 ck	6 ck	2 ck	10 ck
<b>1.4G</b>				
<b>CLOSE PROX</b>	_____	_____	_____	_____

**ADDENDUM TO CONTRACT  
BETWEEN  
THE CITY OF MIAMI SPRINGS  
AND  
FIREWORKS DISPLAYS UNLIMITED, LLC D/BA  
FIREPOWER FIREWORKS DISPLAYS**

**THIS ADDENDUM** (this “Addendum”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City” or “Sponsor”), and **FIREWORKS DISPLAYS UNLIMITED, LLC D/BA FIREPOWER FIREWORKS DISPLAYS**, a Florida Limited Liability Corporation (hereinafter, the “Contractor”).

**WHEREAS**, the City and Contractor wish to enter into a contract for an 18-20 minute fireworks display to be conducted on July 4, 2026 at the City of Miami Springs Golf & Country Club located at 650 Curtiss Parkway, Miami Springs, Florida 33166 (the “Premises”), all as further set forth in the Contract dated \_\_\_\_\_, 2026, attached hereto as Exhibit “A” (the “Contract”); and

**WHEREAS**, the City and Contractor wish to add to and amend certain provisions of the Contract as hereinafter provided.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and Contractor desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Addendum and the terms and provisions of the Contract, the terms and provisions of this Addendum shall control.
3. **Contract Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
4. **Defined Terms.** All initial capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Contract.
5. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Addendum shall have the same force and effect as an original hereof.
6. **Amendment of Paragraph 1 of the Contract.** Paragraph 1 of the Contract is deleted in its entirety and replaced as follows:

## 1. Deposits and Payments

(a) Client shall pay a deposit of fifty percent (50%) of the contract price upon signing, but no later than thirty (30) days prior to the date of the display. If the display is contracted within thirty (30) days of the display date, the deposit is due immediately.

(b) The remaining balance shall be due and payable no later than three (3) calendar days prior to the scheduled date of display. If this Agreement is executed fewer than three (3) days prior to the scheduled date of the display, full payment shall be due immediately upon execution.

## 7. **Amendment of Paragraph 6 of the Contract.** Paragraph 9 of the Contract is deleted in its entirety and replaced as follows:

### 6. Indemnification.

(a) Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

(b) Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

(c) The provisions of this section shall survive termination of this Agreement.

## 8. **Deletion of Paragraph 7.** Paragraph 7 of the Contract is deleted in its entirety.

## 9. **Amendment of Paragraph 10 of the Contract.**

10. Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that the performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion/civil unrest, epidemic/pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated herein is beyond the control and without the fault or negligence of the party seeking relief under this provision.

## 10. **Notices.** The City and Contractor agree that the names and addresses for any notices required by the Contract shall be addressed to the names and addresses listed on the signature page of

this Addendum or such other address as the party may have designated by proper notice from time to time.

**11. State Required Affidavits.** By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

**11.1. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**11.2. Scrutinized Companies.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**11.3. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**11.4. Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has

read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**11.5. Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank.  
Signature pages follow.]**



**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that  
I have read the foregoing and the facts  
stated in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
(name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness #2 Print Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath



# AGENDA MEMORANDUM

**Meeting Date:** 3/30/2026

**To:** The Honorable Mayor Walter Fajet and Members of the City Council

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

**From:** Caitlin Smith, Recreation Director

**Subject:** Recreation Department Rules and Regulations

**Recommendation:**

Recommendation by Recreation that Council approves amending the Rules and Regulations for the Parks and Recreation Department pertaining to giving the authorization to the City Manager and Recreation Director to act in the best interest of the City when implementing rules, pursuant to Section §95.06 of the City Code.

**Discussion/Analysis:**

The Recreation department is recommending a change to the current resolution 2011-3514 that requires all changes to the rules and regulations for the Parks and Recreation department to be approved by Council. With our growing community and expanded parks/facilities, there are times when rules and regulations need to be amended, giving the ability to the City Manager and the Recreation Director will allow these changes to happen in a time efficient way.

**Submission Date and Time:** 3/24/2026 4:29 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u>Caitlin Smith</u>	Dept./ Desc.: _____
Prepared by: <u>Caitlin Smith</u>	Procurement: _____	Account No. _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/Funded <input type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ _____

**RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AND ADOPTING REVISED RULES AND REGULATIONS FOR THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 95-06 of the City of Miami Springs (“City”) Code of Ordinances (“Code”) provides that the City Parks and Recreation Department (the “Department”) “...is charged with the responsibility of proposing rules and regulations for City Parks and Recreational Facilities to the City Manager for his review and approval” and upon the City Manager’s review and approval, the proposed rules and regulations must be “...forwarded to the City Council for authorization and adoption by resolution”; and

**WHEREAS**, on May 9, 2011, the City Council adopted Resolution No. 2011-3514, approving and adopting Rules and Regulations for the Department, including the tennis, racquetball and basketball courts, children’s playgrounds, gym, fitness center, dog park, and aquatic center; and

**WHEREAS**, the Department has recently reviewed the previously adopted rules and regulations and determined that revisions to the Rules and Regulations are necessary; and

**WHEREAS**, pursuant to Section 95-06 of the Code, Department staff has proposed and submitted new Rules and Regulations for the City’s parks and recreational facilities to the City Manager for approval and transmission to the City Council for adoption, as set forth in the Rules and Regulations attached hereto as Exhibit A”; and

**WHEREAS**, the City Manager has reviewed the proposed Rules and Regulations and recommends approval; and

**WHEREAS**, the City Council desires to adopt the revised Rules and Regulations attached hereto as Exhibit “A”; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the employees 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. Adoption.** That the City Council hereby approves and adopts the revised Rules and Regulations attached hereto as Exhibit "A," which shall replace the Rules and Regulations adopted pursuant to Resolution No. 2011-3514.

**Section 3. Implementation.** That the City Manager is authorized to take any action that is reasonably necessary to implement the purpose of this Resolution.

**Section 4. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**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:

- Mayor Dr. Walter Fajet \_\_\_\_\_
- Vice Mayor Joseph Dion \_\_\_\_\_
- Councilmember Orlando Lamas \_\_\_\_\_
- Councilmember Fabian Perez-Crespo \_\_\_\_\_
- Councilmember Jorge Santin \_\_\_\_\_

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dr. Walter Fajet  
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

# **City of Miami Springs Recreation Department General Rules and Regulations**

## **General Hours of Operation:**

Sunrise to Sunset (Except for Scheduled Evening Activities)

Use of fields or any amenity within this facility only by express authorization of the  
City of Miami Springs Recreation Department.

For more information please call: Call 305-805-5075

- No congregating, loitering, or overnight stays unless involved in authorized function. No unauthorized persons permitted on grounds after closing
- Operating a motor vehicle in areas other than established roadways, parking areas, or designated routes is prohibited.
- Licensed motor vehicles in designated parking areas only. ATVs, off-road vehicles, go-carts, mini/dirt bikes, etc., are prohibited.
- No bicycling, skating, skateboarding or other uses permitted. A person may not ride a bicycle anywhere except on a paved vehicular road or on a path designed for biking.
- Disorderly conduct or illegal acts defined by City Ordinance will be cause for immediate arrest or expulsion. For example, Cursing, Graffiti, Weapons and Fighting.
- Consumption or possession of alcoholic beverages on City of Miami Springs property is prohibited unless licensed and authorized by the City of Miami Springs
- No smoking or chewing tobacco is permitted.
- Cooking and Barbequing is not permitted.
- No loud music.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- Hitting Golf Balls is not allowed.
- Using the public waste containers for dumping of household or commercial garbage or trash brought from off premises, except for trash reasonably incidental to a visit to a park or recreational facility is prohibited.
- No person shall disobey the lawful and reasonable order of a park employee in the discharge of his/her duties, or disobey or disregard the notices, prohibitions, instructions, rules or regulations on any park sign.
- The Department of Parks and Recreation shall have the authority to make additional rules and regulations as is necessary to insure the orderly growth and protection of the park, recreation and natural resource areas under its control consistent with and in furtherance of the intent of this resolution.
- A person may not play games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, or model airplanes except in areas set apart for such forms of recreation.
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The field will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing signaling the all-clear.
- Good sportsmanship is expected for all activities. The Miami Springs Recreation staff reserves the right to remove anyone not following the rules from any facility or park.
- No Tents or Canopy's – unless at City sanctioned events and permitted in writing through the Parks and Recreation Department.
- No Jump Houses or similar air inflatable entertainment – unless at City sanctioned events and permitted in writing through the Parks and Recreation Department.

**To report disorderly conduct, safety or other concerns, please contact  
the Recreation Department at 305-805-5075 or  
the Miami Springs Police Department 305-888-9711**

## **City of Miami Springs Children's Playground** **Rules and Regulations**

### **General Hours of Operation:**

8:00am to Sunset

Sunday Hours: 9:00am to Sunset

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- This play area is designed for children only from **2 to 5** years of age with parental/adult supervision.
- Play at your own risk.
- Rough-housing or any acts which jeopardizes the safety of any individuals is strictly prohibited.
- Do not use if it is raining or it is wet.
- The throwing of sand, playground mulch or any other object is strictly prohibited.
- Do not use playground equipment improperly. Use playground equipment for its intended purpose.
- Proper footwear required; no bare feet.
- No bicycling, skating, or skateboarding in playground area.
- Any glass, metal, or hazardous items prohibited.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- No congregating or loitering for non-playground use is allowed.
- Disorderly conduct or illegal acts as defined by City, County and State Law Ordinance will be cause for immediate arrest or expulsion.
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The playground will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing signaling the all-clear.

**To report disorderly conduct, safety or other concerns, please contact  
the Recreation Department at 305-805-5075 or  
the Miami Springs Police Department 305-888-9711**

# **City of Miami Springs Children's Playground** **Rules and Regulations**

## **General Hours of Operation:**

8:00am to Sunset.

Sunday Hours: 9:00am to Sunset.

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- This play area is designed for children only from **5 to 12** years of age with parental/adult supervision.
- Play at your own risk.
- Rough-housing or any acts which jeopardizes the safety of any individuals is strictly prohibited.
- Do not use if it is raining or it is wet.
- The throwing of sand, playground mulch or any other object is strictly prohibited.
- Do not use playground equipment improperly. Use playground equipment for its intended purpose.
- Proper footwear required; no bare feet.
- No bicycling, skating, or skateboarding in playground area.
- Any glass, metal, or hazardous items prohibited.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- No congregating or loitering for non-playground use is allowed.
- Disorderly conduct or illegal acts as defined by City, County and State Law Ordinance will be cause for immediate arrest or expulsion.
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The playground will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing signaling the all-clear.

**To report disorderly conduct, safety or other concerns, please contact  
the Recreation Department at 305-805-5075 or  
the Miami Springs Police Department 305-888-9711**

## **City of Miami Springs Tennis/Racquetball Court** **Rules and Regulation**

### **General Hours of Operations:**

Monday through Friday 7:00 am – 9:00 pm  
Saturday, Sunday & Holidays 8:00 am – Sundown

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- Non-Members must check-in at Pro Shop to pay court fees
- Please be advised that users play at their own risk
- Do not use when wet or during inclement weather
- Must wear appropriate attire and regulation tennis shoes. Shirts must be worn at all times.
- Must enter and exit tennis courts through designated area.
- Please limit court time when others are waiting to play. 1 hr for singles play and 1 ½ hrs for doubles play
- No bicycling, skating, skateboarding or other uses permitted.
- Any glass, metal, or hazardous items prohibited.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- No congregating or loitering for non-tennis court uses is allowed.
- Disorderly conduct or illegal acts defined by City Ordinance will be cause for immediate arrest or expulsion.
- Profane or Abusive language is not permitted
- Good sportsmanship is expected for all activities. Proper tennis etiquette must be used at all times.
- No Smoking in park
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The field and tennis courts will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing, signaling the all-clear.

**To report disorderly conduct, safety or other concerns, please contact  
the Recreation Department at 305-805-5075 or  
the Miami Springs Police Department 305-888-9711.**

## **City of Miami Springs Dog Park** **Rules and Regulations**

### **General Hours of Operation:**

Sunrise to Sunset

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- Keep gates closed at all times.
- No alcoholic beverages allowed.
- Dogs must be leashed while entering and/or exiting the park.
- **DOGS MUST BE REMOVED FROM THE PARK AT THE FIRST SIGN OF AGGRESSION.**
- Female dogs in heat and puppies under 4 months of age are not allowed in the park.
- **NO UNNEUTERED DOGS ARE ALLOWED IN THE PARK.**
- Owners must remain in the park, with leash, and be in control of their dogs at all times.
- No more than 3 dogs per person and they must be accompanied by a person 18 years or older.
- Children under the age of 16 are not permitted unless accompanied by an adult.
- Bringing small children or infants in the park is not recommended for obvious safety concerns.
- Dogs must be legally licensed, have current vaccinations and shall wear visible tags.
- Smoking, glass containers and edible items are not permitted in the park.
- Dog food is not allowed.
- Owners are responsible for any damages to the park and/or other dogs.
- Owners are responsible for cleaning up and disposing of dog waste in designated containers.
- Use your park at your own risk.
- The City of Miami Springs shall not be liable for injury or damage caused by a dog at the park.
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The field and dog park will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing, signaling the all-clear.

**To report disorderly conduct, safety or other concerns, please contact  
the Recreation Department at 305-805-5075 or  
the Miami Springs Police Department 305-888-9711.**

## **City of Miami Springs Fitness Center** **Rules and Regulations**

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- Food is not permitted in the Fitness Center.
- Water is allowed in the Fitness Center.
- All participants must be 18 and over.
- Children aged 11 and under are not permitted in the fitness room at any time. This includes strollers, baby carriers and children sitting inside the fitness room area while a parent/guardian is exercising.
- Teens between the ages of 12-17 may use the fitness room equipment for a nominal fee when accompanied by a paying adult who is responsible for direct supervision. An adult is defined as someone 18 years or older and direct supervision is defined as being immediately adjacent to the machine that the teen is using. The adult may be using an adjacent machine or standing next to the machine that the teen is on.
- Equipment must be returned to its proper location after use.
- Rubber soled shoes that cover the entire foot must be worn at all times. For health and safety reasons, sandals, spiked shoes, work boots and flip flop types of shoes are not permitted.
- The Miami Springs Recreation Department is not responsible for any lost or stolen articles.
- Shirts must be worn at all times. Bathing suits and jeans are not permitted in the fitness room.
- Cardiovascular equipment use is limited to 20 minutes when people are waiting.
- Using a spotter when lifting weights is recommended. The fitness room is not always supervised and you are exercising at your own risk.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- Please be considerate of other customers, wipe down equipment after each use, and return the weight plates and dumbbells to the racks provided.
- Foul language, gambling, fighting, horse play, loitering, stealing, threatening, or indecent conduct will not be tolerated. This is not allowed and it can result in suspension, expulsion or termination of membership and/or use of the facility.
- The Miami Springs Recreation Department staff reserves the right to add, amend or delete rules as necessary.

**To report disorderly conduct, safety or other concerns, please contact  
the Recreation Department at 305-805-5075 or  
the Miami Springs Police Department 305-888-9711.**

## **City of Miami Springs Gym** **Rules and Regulations**

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- No food or drinks allowed other than water. Water must be in a squeeze bottle.
- Alcoholic beverages are strictly prohibited.
- Athletic, non-marking court shoes are required at all times. Dark soled running shoes, turf shoes, spiked shoes, dress shoes and any other types of shoes which mark the floors are strictly prohibited. No bare or stocking feet.
- Dunking is permitted, but hanging on the rim will not be allowed.
- Youth under 12 years old must be accompanied by a parent/guardian in all areas of the facility, unless they are participating in an organized activity or supervised by the City of Miami Springs Recreation Staff.
- No smoking, spitting, chewing tobacco, or gum is permitted in the facility.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- The Miami Springs Recreation Department is not responsible for any lost or stolen articles.
- Shirts must be worn at all times.
- Foul language, gambling, fighting, horse play, loitering, stealing, threatening, or indecent conduct will not be tolerated. This is not allowed and can result in suspension, expulsion or termination of membership and/or use of the facility.
- Good sportsmanship is expected for all activities. The Miami Springs Recreation staff reserves the right to remove anyone not following the rules of the Community Center.
- The Miami Springs Recreation staff reserves the right to add, amend or delete rules as necessary.

**To report disorderly conduct, safety or other concerns, please contact  
the Recreation Department at 305-805-5075 or  
the Miami Springs Police Department 305-888-9711.**

## **City of Miami Springs Walking Track** **Rules and Regulations**

Welcome to our 1 Mile fitness walking track. It has been determined that a brisk 30 minute walk, three or four times a week is beneficial to your health.

Becoming physically fit is only a few steps away.

11 times around the track equals one mile.

- Please be advised that the inside track is for walkers and the outside track is for runners.
- No stopping or standing on the walking track. Track is for walking and running only.
- NO food or drinks allowed other than water.
- Alcoholic beverages are strictly prohibited.
- The Miami Springs Recreation Department is not responsible for any lost or stolen articles.
- Shirts must be worn at all times.
- NO smoking, vaping, spitting, chewing tobacco, or gum is permitted in the facility.
- NO pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- Running, Athletic and/or Walking shoes are required.
- The Miami Springs Recreation staff reserves the right to add, amend or delete rules as necessary.
- Youth under 12 years old must be accompanied by a parent/guardian in all areas of the facility, unless they are participating in an organized activity or supervised by the City of Miami Springs Recreation Staff.

**To report disorderly conduct, safety or other concerns, please contact  
the Recreation Department at 305-805-5075 or  
the Miami Springs Police Department 305-888-9711.**

## City of Miami Springs Pickleball Court Rules and Regulation

- Courts are designed for pickleball only on a first come, first serve basis unless otherwise designated for a special program, activity, or event, as managed by the Miami Springs Parks and Recreation department.
- Players are encouraged to play at the courts where they are most comfortable.
- When players are waiting to play:
  - No singles - Unless 1 or more courts are unused.
  - Players waiting for a court must place their paddle in order of "Next up" from left-to-right.
- Court time limits:
  - When Less than 4 people waiting, winning team may stay on for up to 2 games and accept challenge of waiting players.
  - Losing team must exit court after game and return to waiting area outside the
  - Players rotate after each game unless 2 or more courts are unused.
  - If more than 4 players are waiting, all players must leave the court ("4 on /4 off").
  - Games are played to 11, "win by 2", unless there are players waiting in which case it's first to 15.
  - Please limit warm up time to no more than 5 minutes.
- Singles play is permitted during the following hours:
  - 12:00pm - 3:00pm: Regardless of court availability.
  - Sunrise - Noon: Only if one or more courts are available.
  - 4:00 pm - 9:00pm: Only if one or more courts are available.
- Players must adhere to pickleball etiquette:
  - Players who are waiting to join a game must remain in the spectator area. Do not clutter the alley.
  - When your turn to play arrives, please wait until players have exited the court prior to entering.
  - Do not move paddles other than within the order of play.
  - Shirt and appropriate court shoes required for all players.
- No Music, Radios or Amplified Sounds are permitted on the courts.
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The field and tennis courts will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing, signaling the all-clear.

**To report disorderly conduct, safety or other concerns, please contact  
the Recreation Department at 305-805-5075 or  
the Miami Springs Police Department 305-888-9711.**

## **City of Miami Springs Pool Rules**

- Shower before entering the pool.
- Do not swallow the pool water.
- Do not enter pool if you are ill with diarrhea.
- No masks, snorkels and/or fins.
- No running, rowdy or rough play.
- No climbing or hanging on pipes, handrails, or lane lines
- No smoking, spitting, chewing tobacco, or gum is permitted in the facility.
- NO DIVING. Starting blocks are only to be used for competitive and teaching purposes.
- No glass, alcohol or animals (exception: service dogs) allowed at the facility.
- Food and Beverages are not permitted in the swimming area.  
During peak hours, pool patrons must share lanes and circle swim.
- U.S. Coast Guard-Approved floats are allowed. Life Jackets available free upon request.
- Diaper-changing is permitted in the restrooms only; waterproof diapers are required.
- Proper swim attire is required. No street clothes, or denim clothing permitted in the pool area.
- The Miami Springs Aquatic Center is not responsible for any lost or stolen articles.
- Instructions from Pool staff and lifeguards must be followed at all times.
- The Miami Springs Aquatic Center Staff reserves the right to add, amend or delete rules as necessary and remove anyone not following the rules.

**POOL MAXIMUM DEPTH: 5 FEET  
Maximum Occupancy: 180 Persons**

**To report disorderly conduct, safety or other concerns, please contact the Aquatic Center at 305-805-5078 or the Miami Springs Police Department 305-888-9711.**

**NO DIVING**

## Beach Rules

- No Diving
- No running or rough play
- No Masks, Snorkels, Fins or Mermaid Tails
- No climbing, Hanging or Standing on Lane Lines or Water Features
- Swim diapers required for all children who are not toilet trained
- Flotation Devices MUST be U.S. Coast Guard approved. Life Jackets Available On Request
- Failure to Obey Rules or Pool Staff may result in removal from the pool
- The Miami Springs Aquatic Center reserves the right to add, amend or delete rules as necessary and remove anyone not following the rules

WEAR IT!  
NO RUNNING  
NO DIVING  
NO HORSEPLAY

## Slide Rules

- **AGE REQUIREMENT: N/A**
- Must be a minimum of **48 INCHES** tall to use slide
- Maximum operational load: **1 person, 300 lbs.**
- One slider at a time! No forming chains
- Keep arms and feet in the slide at all times
- Do not run, dive, stand, kneel, rotate or stop in the slide
- Slide feet first lying on back (to slide faster) or in a seated position (to go slower)
- Toys or swimwear with exposed zippers and/or metal ornamentation not permitted
- Eyeglasses must be securely affixed to riders with head straps
- Do not block the end of the slide or climb up slide
- Leave splash area quickly and orderly
- No climbing or playing on stairs or railing
- Slide use prohibited when no lifeguard is present
- **CAUTION:** For safety reasons, pregnant women and persons with heart conditions or back trouble should not ride this slide
- Obey all instructions from Pool staff and lifeguards
- The Miami Springs Aquatic Center reserves the right to add, amend or delete rules as necessary and remove anyone not following the rules

**RESOLUTION NO. 2011-3514**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS APPROVING AND ADOPTING RULES AND REGULATIONS FOR THE RECREATION DEPARTMENT, TENNIS, RACQUETBALL AND BASKETBALL COURTS, CHILDREN'S PLAYGROUNDS, GYM, FITNESS CENTER, DOG PARK, AND AQUATIC CENTER; PROVIDING FOR LONGEVITY OF THE RULES AND REGULATIONS; ESTABLISHING NOTIFICATION RESPONSIBILITY OF THE RULES AND REGULATIONS; AUTHORIZING ENFORCEMENT OF THE RULES AND REGULATIONS; EFFECTIVE DATE.**

**WHEREAS**, Ordinance No. 955-2007 was enacted in 2007 and codified as Section 95-06, Rules and Regulations for City Parks and Recreational Facilities; and,

**WHEREAS**, the intent of the aforesaid Ordinance and Code Section was to provide the City with legislation enabling the City Administration and City Council to establish Rules and Regulations for City Parks and Recreational facilities by Resolution; and,

**WHEREAS**, although enforced pursuant to the authority of Code Section 95-06, the rules and regulations for each park or recreational facility are established, deleted, amended or clarified by the adoption of appropriate City Council Resolutions; and,

**WHEREAS**, in 2007, the initial Rules and Regulations for parks and recreational facilities in the City were approved and authorized by the City Council adoption of Resolution No. 2007-3359; and,

**WHEREAS**, the Recreation Department Staff has recently reviewed the previously adopted rules and regulations and determined that there is a present need for more comprehensive and location/operation specific Rules and Regulations; and,

**WHEREAS**, pursuant to Code Section 95-06, the Recreation Department Staff has promulgated and submitted new Rules and Regulations for the City's Parks and Recreational facilities to the City Manager for approval and transmission to the City Council for adoption; and,

**WHEREAS**, the City Council has received and reviewed the proposed Rules and Regulations from the City Manager for official adoption; and,

**WHEREAS**, the City Council has determined that it is in the best interests of the City and its citizens to adopt the Rules and Regulations for City Park and Recreational facilities proposed and approved by the City Administrative Staff and City Manager:

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

**Section 1:** That the City Council of the City of Miami Springs hereby approves and adopts the following Rules and Regulations for City Parks and Recreational facilities attached hereto and by this reference made a part hereof:

- City of Miami Springs Recreation Department Rules and Regulations.
- City of Miami Springs Tennis, Racquetball and Basketball Court Rules and Regulations.
- City of Miami Springs Children's Playground Rules and Regulations (ages 2 to 5).
- City of Miami Springs Children's Playground Rules and Regulations (ages 6 to 12).

- City of Miami Springs Gym Rules and Regulations.
- City of Miami Springs Fitness Center Rules and Regulations.
- City of Miami Springs Dog Park Rules and Regulations.
- City of Miami Springs Aquatic Center Rules and Regulations.

**Section 2:** That the aforesaid Park and Recreation Facility Rules and Regulations supercede the existing Rules and Regulations adopted by prior City Resolution No. 2007-3359, and shall remain in full force and effect until supplemented, deleted, amended or clarified by subsequent City Council Resolution in accordance with the provisions of Code of Ordinance Section 95-06(C).

**Section 3:** That the City's Recreation Department, Code Compliance Department and Police Department shall have the joint duty and responsibility to notify all persons of the Rules and Regulations governing City Parks and Recreational facilities in accordance with the provisions of Code of Ordinance Section 95-06(D).

**Section 4:** That the Rules and Regulations approved and adopted by this Resolution shall be enforced pursuant to the provisions of Code of Ordinance Section 95-06(E).

**Section 5:** That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

**PASSED AND ADOPTED** by the City Council of the City of Miami Springs, Florida,  
this 9<sup>th</sup> day of May, 2011.

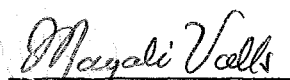
The motion to adopt the foregoing resolution was offered by  
Councilman Espino, seconded by Councilman Lob, and on roll  
call the following vote ensued:

Vice Mayor Best	"aye"
Councilman Espino	"aye"
Councilman Lob	"aye"
Councilwoman Ator	"aye"
Mayor Garcia	"aye"




  
Zavier M. Garcia  
Mayor

**ATTEST:**

  
Magali Valls, CMC  
City Clerk

**APPROVED AS TO LEGALITY AND FORM:**

  
Jan K. Seiden, City Attorney

## City of Miami Springs Recreation Department General Rules and Regulations

General Hours of Operation: Sunrise to Sunset (Except for Scheduled Evening Activities)

Use of fields or any amenity within this facility only by express authorization of the City of Miami Springs Recreation Department.

For more information please call: Call 305-805-5075

- No congregating, loitering, or overnight stays unless involved in authorized function. No unauthorized persons permitted on grounds after closing
- Operating a motor vehicle in areas other than established roadways, parking areas, or designated routes is prohibited.
- Licensed motor vehicles in designated parking areas only. ATVs, off-road vehicles, go-carts, mini/dirt bikes, etc., are prohibited.
- No bicycling, skating, skateboarding or other uses permitted. A person may not ride a bicycle anywhere except on a paved vehicular road or on a path designed for biking.
- Disorderly conduct or illegal acts defined by City Ordinance will be cause for immediate arrest or expulsion. For example, Cursing, Graffiti, Weapons and Fighting.
- Consumption or possession of alcoholic beverages on City of Miami Springs property is prohibited unless licensed and authorized by the City of Miami Springs
- No smoking or chewing tobacco is permitted.
- Cooking and Barbequing is not permitted.
- No loud music.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- Hitting Golf Balls is not allowed.
- Using the public waste containers for dumping of household or commercial garbage or trash brought from off premises, except for trash reasonably incidental to a visit to a park or recreational facility is prohibited.
- No person shall disobey the lawful and reasonable order of a park employee in the discharge of his/her duties, or disobey or disregard the notices, prohibitions, instructions, rules or regulations on any park sign.
- The Department of Parks and Recreation shall have the authority to make additional rules and regulations as is necessary to insure the orderly growth and protection of the park, recreation and natural resource areas under its control consistent with and in furtherance of the intent of this resolution.
- A person may not play games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, or model airplanes except in areas set apart for such forms of recreation.
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The field will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing signaling the all-clear.
- Good sportsmanship is expected for all activities. The Miami Springs Recreation staff reserves the right to remove anyone not following the rules from any facility or park.
- No Tents or Canopy's – unless at City sanctioned events and permitted in writing through the Parks and Recreation Department.
- No Jump Houses pr similar air inflatable entertainment – unless at City sanctioned events and permitted in writing through the Parks and Recreation Department.
- No Rental of the Picnic Tables.
- Parking Areas for all City parks, the Community Center and the pool are for the express use of the associated facility patrons. No vehicles are allowed at any time to be parked for the purpose of selling or storing them or for any other reason other than to facilitate patrons immediate usage of the associated facility.
- Violations of any of these Regulations can result in a fine provided for in the Civil Infractions code, and/or suspension for up to one year from the use of some or all of the City's fields and pool imposed after consideration of all available facts by the Parks & Recreation Department Director or Interim Director.

To report disorderly conduct, safety or other concerns, please contact the Recreation Department at 305-805-5075 or the Miami Springs Police Department 305-888-9711.

## **City of Miami Springs Tennis/Racquetball Court Rules and Regulation**

General Hours of Operations: Monday through Friday 9:00am – 9:00pm  
Saturday, Sunday & Holidays 9:00am – 6:00pm

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- Non-Members must check-in at Pro Shop to pay court fees
- Please be advised that users play at their own risk
- Do not use when wet or during inclement weather
- Must wear appropriate attire and regulation tennis shoes. Shirts must be worn at all times.
- Must enter and exit tennis courts through designated area.
- Please limit court time when others are waiting to play. 1 hr for singles play and 1 ½ hrs for doubles play
- No bicycling, skating, skateboarding or other uses permitted.
- Any glass, metal, or hazardous items prohibited.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- No congregating or loitering for non-tennis court uses is allowed.
- Disorderly conduct or illegal acts defined by City Ordinance will be cause for immediate arrest or expulsion.
- Profane or Abusive language is not permitted
- Good sportsmanship is expected for all activities. Proper tennis etiquette must be used at all times.
- No Smoking in park
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The field and tennis courts will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing signaling the all-clear.

To report disorderly conduct, safety or other concerns, please contact the Recreation Department at 305-805-5075 or the Miami Springs Police Department 305-888-9711.

**City of Miami Springs Children's Playground**  
**Rules and Regulations**

General Hours of Operation: 8:00am to Sunset  
Sunday Hours: 9:00am to Sunset

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- This play area is designed for children only from **2 to 5** years of age with parental/adult supervision.
- Play at your own risk.
- Rough-housing or any acts which jeopardizes the safety of any individuals is strictly prohibited.
- Do not use if it is raining or it is wet.
- The throwing of sand, playground mulch or any other object is strictly prohibited.
- Do not use playground equipment improperly. Use playground equipment for its intended purpose.
- Proper footwear required; no bare feet.
- No bicycling, skating, or skateboarding in playground area.
- Any glass, metal, or hazardous items prohibited.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- No congregating or loitering for non-playground use is allowed.
- Disorderly conduct or illegal acts as defined by City, County and State Law Ordinance will be cause for immediate arrest or expulsion.
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The playground will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing signaling the all-clear.

To report and disorderly conduct, safety or other concerns, please contact the Recreation Department at 305-805-5075 or the Miami Springs Police Department 305-888-9711.

**City of Miami Springs Children's Playground**  
**Rules and Regulations**

General Hours of Operation: 8:00am to Sunset.

Sunday Hours: 9:00am to Sunset.

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- This play area is designed for children only from **6 to 12** years of age with parental/adult supervision.
- Play at your own risk.
- Rough-housing or any acts which jeopardizes the safety of any individuals is strictly prohibited.
- Do not use if it is raining or it is wet.
- The throwing of sand, playground mulch or any other object is strictly prohibited.
- Do not use playground equipment improperly. Use playground equipment for its intended purpose.
- Proper footwear required; no bare feet.
- No bicycling, skating, or skateboarding in playground area.
- Any glass, metal, or hazardous items prohibited.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- No congregating or loitering for non-playground use is allowed.
- Disorderly conduct or illegal acts as defined by City, County and State Law Ordinance will be cause for immediate arrest or expulsion.
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The playground will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing signaling the all-clear.

To report and disorderly conduct, safety or other concerns, please contact the Recreation Department at 305-805-5075 or the Miami Springs Police Department 305-888-9711.

## City of Miami Springs Gym Rules and Regulations

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- No food or drinks allowed other than water. Water must be in a squeeze bottle.
- Alcoholic beverages are strictly prohibited.
- Athletic, non-marking court shoes are required at all times. Dark soled running shoes, turf shoes, spiked shoes, dress shoes and any other types of shoes which mark the floors are strictly prohibited. No bare or stocking feet.
- Dunking is permitted, but hanging on the rim will not be allowed.
- Youth under 12 years old must be accompanied by a parent/guardian in all areas of the facility, unless they are participating in an organized activity or supervised by the City of Miami Springs Recreation Staff.
- No smoking, spitting, chewing tobacco, or gum is permitted in the facility.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- The Miami Springs Recreation Department is not responsible for any lost or stolen articles.
- Shirts must be worn at all times.
- Foul language, gambling, fighting, horse play, loitering, stealing, threatening, or indecent conduct will not be tolerated. This is not allowed and can result in suspension, expulsion or termination of membership and/or use of the facility.
- Good sportsmanship is expected for all activities. The Miami Springs Recreation staff reserves the right to remove anyone not following the rules of the Community Center.
- The Miami Springs Recreation staff reserves the right to add, amend or delete rules as necessary.

To report disorderly conduct, safety or other concerns, please contact the Recreation Department at 305-805-5075 or the Miami Springs Police Department 305-888-9711.

## City of Miami Springs Fitness Center Rules and Regulations

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- Food is not permitted in the Fitness Center.
- Water is allowed in the Fitness Center. However, it must be in a squeeze bottle.
- All participants must be 18 and over.
- Children aged 11 and under are not permitted in the fitness room at any time. This includes strollers, baby carriers and children sitting inside the fitness room area while a parent/guardian is exercising.
- Teens between the ages of 12-17 may use the fitness room equipment for a nominal fee when accompanied by a paying adult who is responsible for direct supervision. An adult is defined as someone 18 years or older and direct supervision is defined as being immediately adjacent to the machine that the teen is using. The adult may be using an adjacent machine or standing next to the machine that the teen is on.
- Equipment must be returned to its proper location after use.
- Rubber soled shoes that cover the entire foot must be worn at all times. For health and safety reasons, sandals, spiked shoes, work boots and flip flop types of shoes are not permitted.
- The Miami Springs Recreation Department is not responsible for any lost or stolen articles.
- Shirts must be worn at all times. Bathing suits and jeans are not permitted in the fitness room.
- Cardiovascular equipment use is limited to 20 minutes when people are waiting.
- Using a spotter when lifting weights is recommended. The fitness room is not always supervised and you are exercising at your own risk.
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- Please be considerate of other customers, wipe down equipment after each use, and return the weight plates and dumbbells to the racks provided.
- Foul language, gambling, fighting, horse play, loitering, stealing, threatening, or indecent conduct will not be tolerated. This is not allowed and it can result in suspension, expulsion or termination of membership and/or use of the facility.
- The Miami Springs Recreation Department staff reserves the right to add, amend or delete rules as necessary.

To report disorderly conduct, safety or other concerns, please contact the Recreation Department at 305-805-5075 or the Miami Springs Police Department 305-888-9711.

## City of Miami Springs Dog Park Rules and Regulations

General Hours of Operation: Sunrise to Sunset

- In addition to the following area specific rules and regulations, the City of Miami Springs Recreation Department General Rules and Regulations also apply.
- Keep gates closed at all times.
- No alcoholic beverages allowed.
- Dogs must be leashed while entering and/or exiting the park.
- **DOGS MUST BE REMOVED FROM THE PARK AT THE FIRST SIGN OF AGGRESSION.**
- Female dogs in heat and puppies under 4 months of age are not allowed in the park.
- **NO UNNEUTERED DOGS ARE ALLOWED IN THE PARK.**
- Owners must remain in the park, with leash, and be in control of their dogs at all times.
- No more than 3 dogs per person and they must be accompanied by a person 18 years or older.
- Children under the age of 16 are not permitted unless accompanied by an adult.
- Bringing small children or infants in the park is not recommended for obvious safety concerns.
- Dogs must be legally licensed, have current vaccinations and shall wear visible tags.
- Smoking, glass containers and edible items are not permitted in the park.
- Dog food is not allowed.
- Owners are responsible for any damages to the park and/or other dogs.
- Owners are responsible for cleaning up and disposing of dog waste in designated containers.
- Use your park at your own risk.
- The City of Miami Springs shall not be liable for injury or damage caused by a dog at the park.
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The field and dog park will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing signaling the all-clear.

To report and disorderly conduct, safety or other concerns, please contact the Recreation Department at 305-805-5075 or the Miami Springs Police Department 305-888-9711.

## City of Miami Springs Aquatic Center Rules and Regulations

### Pool Rules

- Obey instructions of all lifeguards
- No running or horseplay allowed
- A caregiver who can swim must accompany any non-swimmer under the age of eight (but they do not have to be in the water).
- A non-swimmer is determined by authorized pool personnel and is someone that can't swim the width of the pool or float/tread for one minute.
- Children under the age of six should be accompanied by a responsible person 18 years of age or as determined by the Pool Supervisor
- Dive only in designated areas
- No pets are allowed except those assisting a person with a disability or if a special program is scheduled.
- No food, drink, chewing gum or glass containers allowed
- No Smoking
- No flotation devices, balls, toys, or masks and snorkel equipment allowed
- Shower before entering pool
- Persons with open sores or rashes are not allowed in water
- Lap swimming only between lane lines
- Parents and spectators must wait outside, on bleachers or on observation deck
- Violators of pool rules will be asked to leave the facility
- When the Thor Guard Lightning Predictor System sounds a 15 second sustained horn blast and the associated yellow strobe is operating signaling that they must be vacated by all personnel within eight (8) minutes. The field and swimming pool will remain officially closed until the three 5 second horn blasts and the yellow strobe has stopped flashing signaling the all-clear.

### **Bathing Load: 186 People**

#### Diving Board Rules

- Swim test required to use diving board
- Use handrails when climbing up ladder and onto the diving board
- One person on the board at a time
- Before jumping off board, wait until the previous person has reached the exit ladder
- One bounce on the board
- No running on the board
- Jump straight off the end of the board
- After entry, exit to the side
- No public allowed on starting blocks

#### Slide Rules

- If gate is locked and no water is coming out of slides they are closed
- **No more than two people** (max) on each platform
- No jumping on platforms, or leaning on nets
- Participants must slide feet first
- No balls or kickboards permitted with slider (person only)
- One person per slide at a time (Unless given lifeguard consent)
- Wait for previous person to reach water and swim out of the way before going.
- Immediately move out of the way upon reaching water
- No climbing up slides
- No throwing objects up slides, especially when slides are in use



# AGENDA MEMORANDUM

**Meeting Date:** 3/30/2026

**To:** The Honorable Mayor Walter Fajet and Members of the City Council

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

**From:** Caitlin Smith, Recreation Director

**Subject:** Aquatic Center Fee Schedule

**Recommendation:**

Recommendation by Recreation that Council approves amending the Fee Schedule for the Aquatic Center pertaining to the price of admission for Nonresident children, seniors, and adults, pursuant to Section §95.03 of the City Code. Requires 4/5 vote by Council.

**Discussion/Analysis:**

The Recreation department is recommending a change of the fees which are currently \$5.00 for non-resident children/seniors and \$10.00 for non-resident adults to \$10.00 for non-resident children/seniors and \$20.00 for non-resident adults. Currently we have had a large population of non-resident patrons that have caused times in which the facility has reached capacity, and we have had to turn away residents.

**Submission Date and Time:** 3/20/2026 4:36 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<b>Department:</b> <u>Recreation</u> <b>Prepared by:</b> <u>Caitlin Smith</u> <b>Attachments:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Budgeted/Funded</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Dept. Head:</b> <u>Caitlin Smith</u> <b>Procurement:</b> _____ <b>Asst. City Mgr.:</b> _____ <b>City Manager:</b> _____ <b>Attorney:</b> _____	<b>Dept./ Desc.:</b> _____ <b>Account No.</b> _____ <b>Additional Funding:</b> _____ <b>Amount previously approved:</b> \$ _____ <b>Current request:</b> \$ _____ <b>Total vendor amount:</b> \$ _____

**RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AND ADOPTING AN AMENDED SCHEDULE OF CHARGES FOR THE MIAMI SPRINGS AQUATIC CENTER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) maintains a Schedule of Charges (“Fee Schedule”) for use of recreation facilities and related services, including the Aquatic Center; and

**WHEREAS**, Section 95-03 of the City’s Code of Ordinances (“Code”) provides that “[a] current schedule of charges for use of recreation facilities and related services shall be approved from time to time by resolution of the City Council after submission for approval by the administration”; and

**WHEREAS**, the Parks and Recreation Department (the “Department”) has proposed adopting an amended Fee Schedule for use of the Miami Springs Aquatic Center; and

**WHEREAS**, the City Manager recommends approving the amended Fee Schedule for the use of the Miami Springs Aquatic Center, as set forth in the further detail in the Fee Schedule attached hereto as Exhibit “A”; and

**WHEREAS**, the City Council has reviewed the proposed amended Fee Schedule attached hereto as Exhibit “A” and has determined that the amendments to the Fee Schedule are both fair and appropriate; 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 of Fee Schedule.** That the City Council hereby approves the amended Fee Schedule attached hereto as Exhibit “A.”

**Section 3. Authorization.** The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose

and provisions of this Resolution.

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

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Joseph Dion	_____
Councilmember Orlando Lamas	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dr. Walter Fajet  
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



# MIAMI SPRINGS AQUATIC CENTER

## SCHEDULE OF CHARGES

305-805-5078

[www.MiamiSprings-fl.gov/ParksAndRecreation](http://www.MiamiSprings-fl.gov/ParksAndRecreation)



### DAILY RATES

	Resident	Non-Resident
Child/Seniors/Military/Disability*	\$3.00	\$5.00
Adults (18+)	\$5.00	\$10.00
* Resident (MS/VG) Seniors/Military/Disabled swim FREE Monday-Friday (Weekdays)		

### MEMBERSHIPS

	Resident	Non-Resident
Child/Seniors**/Military/Disability	\$50.00	\$100.00
Adult	\$90.00	\$200.00
Family of 4***	\$250.00	\$450.00
Additional Family Member	\$40.00	\$90.00
** Children (17 & under), Seniors (55+) *** Family Plan: Must live in same Household (2 Adults, 2 Kids) • Valid One (1) year from date of purchase		

### SWIM LESSONS

	Resident	Non-Resident
Tots to Adults (1 year & up)	\$50.00	\$60.00
Private Lessons	\$38.00 (1/2 hour) 75.00 (1 hour)	\$50.00 (1/2 hour) \$100.00 (1 hour)
<ul style="list-style-type: none"> <li>All sessions run Monday-Thursday for 2 weeks. Level &amp; Adult classes are 45 mins</li> <li>Tiny Tot classes (1 year- 5 year) are 30 mins. Adult must enter water with child</li> <li>Space is limited and on a first come first serve basis</li> <li>Last day to register: Friday before the start of Swim Session</li> </ul>		

### PUBLIC RENTAL

	Resident	Non-Resident
Multi-Purpose Room (4 Hours)	\$350.00	\$450.00
MPR (Pool Access- 50 ppl max)	\$500.00	\$750.00
Additional Hour	\$100.00	\$125.00
<ul style="list-style-type: none"> <li>Tables and Chairs for 50 people are included in Rental Fee (Six 5' Round, Two Rectangular tables 6' &amp; 8')</li> <li>Additional Tables are \$10 each and additional chairs are \$1 each</li> <li><b>MPR Pool Access:</b> Max Capacity 50, includes admission cost for all guests to swim</li> <li><b>Not Permitted:</b> Alcohol, glass, pinatas, characters, adherence of objects to wall</li> <li>Security Deposit: <b>\$200</b> (Return of deposit is at the discretion of Aquatic Supervisor and/or Rec. Director)</li> </ul>		
16 x16 Cabana (4 Hours)	\$150.00	\$250.00
Additional Hour	\$30.00	\$45.00
<ul style="list-style-type: none"> <li>Maximum capacity per cabana is 20 people. Swimmers are built into the rental cost.</li> <li><b>Not Permitted:</b> Balloons, glass, alcohol, pinatas, characters</li> <li>Security Deposit: <b>\$75</b> each (Return of deposit is at the discretion of Aquatic Supervisor and/or Rec. Director)</li> </ul>		

**PRIVATE RENTAL**

	<b>Resident</b>	<b>Non-Resident</b>
<b>3 Hours</b>	<b>\$1,500.00</b>	<b>\$2,000.00</b>
<b>Additional Hour</b>	<b>\$400.00</b>	<b>\$500.00</b>
<b>Private Rental Add-on Amenities</b>		
<b>Multi-Purpose Room</b>	<b>\$260.00</b>	<b>\$320.00</b>
<b>Additional Hour</b>	<b>\$75.00</b>	<b>\$100.00</b>
<b>16 x 16 Cabana****</b>	<b>\$80.00</b>	<b>\$120.00</b>
<b>Additional Hour</b>	<b>\$15.00</b>	<b>\$25.00</b>
<ul style="list-style-type: none"> <li>• Private Rental includes the use of pool and deck chairs (MPR &amp; Cab's are additional)</li> <li>• Only 75 Participants are allowed in the pool at one time during the rental</li> <li>• Not Permitted: Alcohol, glass, pinatas, balloons, adherence of objects to walls</li> <li>• Additional Rental Amenities listed above are discounted rates for Private Rentals</li> <li>• For Multi-Purpose Room and Private Pool Rental the Security Deposit will be up to the discretion of the City Manager and/or Recreation Director</li> </ul>		

**AFTER HOURS RENTAL**

	<b>Resident</b>	<b>Non-Resident</b>
<b>Multi-Purpose Room (MPR)</b>	<b>\$2,000.00</b>	<b>\$2,500.00</b>
<b>16 x 16 Cabana**</b>	<b>\$80.00</b>	<b>\$120.00</b>
<ul style="list-style-type: none"> <li>• Held after normal operating hours. Includes the use of MPR, Catering room, &amp; Pool Deck area (no water access).</li> <li>• Security Deposit: <b>\$500</b> (Return of deposit is at the discretion of City Manager and/or Recreation Director)</li> <li>• After hours rentals have a max of (5) hours per rental</li> </ul> <p><i>**16x16 Shaded Space is only available with After Hours rental of MPR</i>  <i>**Staffing fee of \$200 automatically applied to After hours Rentals of 16x16 area</i></p>		

**WATER AEROBICS**

	<b>Resident</b>	<b>Non-Resident</b>
<b>8 Classes</b>	<b>\$50.00</b>	<b>\$60.00</b>
<b>16 Classes</b>	<b>\$80.00</b>	<b>\$100.00</b>
<ul style="list-style-type: none"> <li>• Each class is 1 Hour long (Open to participants of all ages)</li> <li>• Works as a punch card system. Attending a class, reduces remaining class count by one (1). Purchase of classes does not expire until used (there is no expiration date).</li> </ul>		
	<b>Fall &amp; Winter</b>	<b>Summer</b>
<b>Monday &amp; Wednesday</b>	<b>10:30am-11:30am</b>	<b>10:30am-11:30am</b>
<b>Tuesday &amp; Thursday</b>	<b>6:00pm-7:00pm</b>	<b>6:30pm-7:30pm</b>

**SUMMER HOURS**

<b>Mon - Fri</b>	<b>7:30am-12pm</b>
	<b>1pm-7:30pm</b>
<b>Sat – Sun</b>	<b>11am-6pm</b>
<b>May - August</b>	

**SPRING & FALL HOURS**

<b>Mon - Fri</b>	<b>8am-1pm</b>
	<b>2pm-6:30pm</b>
<b>Sat - Sun</b>	<b>11am-6pm</b>
<b>Mar – Apr, Sept - Oct</b>	

**WINTER HOUR**

<b>Mon - Fri</b>	<b>8am-5pm</b>
<b>Sat - Sun</b>	<b>10am-5pm</b>
<b>November - February</b>	

RESOLUTION NO. 2026- \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, CALLING A SPECIAL ELECTION ON AUGUST 18, 2026 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI SPRINGS, FLORIDA, A CHARTER AMENDMENT; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the current stated purpose of the City of Miami Springs (the “City”) Northwest 36th Street zoning district (the “District”) is to provide for successful commercial operations; and

**WHEREAS**, properties in the District have become increasingly disinvested and are creating conditions that negatively affect the public health, safety, and general welfare of the City’s residents and visitors and which demand the commitment of a disproportionate amount of police resources; and

**WHEREAS**, the City Council commenced a community-driven project known as the “Activate Southeast Miami Springs Project” to evaluate ways to transform the District into a vibrant, connected, and welcoming district; and

**WHEREAS**, as part of the Activate Southeast Miami Springs Project, the City has conducted stakeholder interviews, community workshops, and Council workshops to evaluate existing conditions and potential frameworks to attract investment and encourage revitalization of the District, including the following public engagement activities to date:

- April through May 2024 – Stakeholder interviews;
- June 24, 2024 – Council presentation relating to stakeholder input and exploration of existing conditions;
- May 8, 2025 – Council presentation on the existing conditions and Council input;

- August 18 & 25, 2025 – Council presentation on the framework for potential changes;
- September 2-22, 2025 – Online survey on a framework for potential changes;
- September 24, 2025 – Council Workshop (Part 1) regarding recommended strategies and actions;
- October 6, 2025 – Council Workshop (Part 2) regarding recommended strategies, actions, and priorities; and

**WHEREAS**, as a result of the Activate Southeast Miami Springs Project, the City Council has determined that the successful revitalization of properties in the District will require a mix of uses to support new investments in the District, including residential components within limited areas of the District; and

**WHEREAS**, the City has specifically identified that in order to revitalize the District, the City should permit projects with a mix of commercial and residential components in the area east of East Drive within the District; and

**WHEREAS**, residential uses in the District are effectively prohibited because Section 1.04(6) of the City Charter currently provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height, making investments in the District and revitalization of disinvested properties economically unfeasible; and

**WHEREAS**, on January 26, 2026, the City Council determined that an amendment to the City Charter (the “Charter Amendment”) should be presented for consideration by the City’s electorate at an August 18, 2026 special election in order to commence the implementation of the Activate Southeast Miami Springs Project by exempting those buildings with residential units in the area east of East Drive in the District from the height and story limitations of Section 1.04(6) of the Charter **[if height limit included in question, add: subject to a height limit of 120 feet]**; and

**WHEREAS**, pursuant to the City’s Home Rule powers and Section 6.03 of the Home Rule Charter of Miami-Dade, as applicable, the City is required to submit the Charter Amendments to the electors of the City for approval or rejection.

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

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

**Section 2. Calling Special Election.** That a special election is hereby called to be held on Tuesday, August 18, 2026, to present to the qualified electors of the City of Miami Springs the ballot questions provided in Section 4 of this Resolution. The City Council may, by resolution, alter the date of the special election in the event that the City Council finds that unforeseen circumstances require it to do so.

**Section 3. Charter Amendments.** That pursuant to the City's Home Rule powers and Section 6.03 of the Home Rule Charter of Miami-Dade County, the City Charter of the City of Miami Springs, Florida, is hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated herein.

**Section 4. Form of Ballot.**

a. That the form of ballot for the Charter Amendments provided for in Section 3 of this Resolution shall be substantially as follows:

**1. Revitalizing the Northwest 36th Street Zoning District**

The Charter provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height.

To revitalize and attract investment to the Northwest 36<sup>th</sup> Street zoning district, it is proposed to allow buildings with residential units up to 120 feet in height in the area east of East Drive in the Northwest 36<sup>th</sup> Street zoning district.

Shall the above-described amendment be adopted?

Yes [ ]

No [ ]

**ALTERNATIVE BALLOT QUESTION**

**Revitalizing the Northwest 36th Street Zoning District**

The Charter provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height.

To revitalize and attract investment to the Northwest 36<sup>th</sup> Street zoning district, it is proposed to exempt buildings with residential units in the area east of East Drive in the Northwest 36<sup>th</sup> Street zoning district from the Charter's restriction.

Shall the above-described amendment be adopted?

Yes [ ]

No [ ]

- b. That the City Council may revise the ballot form which is set forth above by Resolution; provided, however, that the City Council hereby authorizes the City Manager, in consultation with the City Attorney, to reorder the ballot questions in their discretion without further action of the City Council.

**Section 5. Balloting.** Balloting shall be conducted on Tuesday, August 18, 2026, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for City elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes shall be provided. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until the date at which the registration books shall close in accordance with the provision of the general election laws. The City Clerk, with necessary assistance from the Miami-Dade County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed by a County Canvassing Board in accordance with any applicable provisions of the general election laws of the State or County. The City Clerk is hereby authorized to take any action which is necessary or expedient to implement this section or to comply with any applicable law.

**Section 6. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, July 12, 2026), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, July 26, 2026), and shall be in substantially the following form:

**"NOTICE OF SPECIAL ELECTION"**

**NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2026-\_\_\_\_\_ A SPECIAL ELECTION HAS BEEN CALLED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA (THE "CITY") TO BE HELD WITHIN THE CITY ON TUESDAY, AUGUST 18, 2026 FROM 7:00 AM UNTIL 7:00 P.M. AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI SPRINGS THE FOLLOWING CHARTER AMENDMENTS FOR APPROVAL OR REJECTION:**

**1. Revitalizing the Northwest 36th Street Zoning District**

The Charter provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height.

To revitalize and attract investment to the Northwest 36<sup>th</sup> Street zoning district, it is proposed to allow buildings with residential units up to 120 feet in height in the area east of East Drive in the Northwest 36<sup>th</sup> Street zoning district.

Shall the above-described amendment be adopted?

Yes      [ ]

No        [ ]

**ALTERNATIVE BALLOT QUESTION**

**Revitalizing the Northwest 36th Street Zoning District**

The Charter provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height.

To revitalize and attract investment to the Northwest 36<sup>th</sup> Street zoning district, it is proposed to exempt buildings with residential units in the area east of East Drive in the Northwest 36<sup>th</sup> Street zoning district from the Charter's restriction.

Shall the above-described amendment be adopted?

Yes [ ]

No [ ]

**The full text of the proposed City Charter Amendment is available at the office of the City Clerk located at City of Miami Springs, 201 Westward Drive, Second Floor, Miami Springs, FL 33166.**

**/s/ Erika Gonzalez, MMC  
City Clerk"**

**Section 7. Copies.** That copies of this Resolution proposing the Charter Amendments are on file at the offices of the City Clerk located at City of Miami Springs, City Hall, 201 Westward Drive, Second Floor, Miami Springs, FL 33166, and are available for public inspection during regular business hours.

**Section 8. Effectiveness of Charter Amendments.**

- a. That each of the Charter Amendments which are provided for in Sections 3 and 4 above shall become effective only if the majority of the qualified electors voting on the specific Charter Amendment vote for its adoption, and shall be considered adopted and effective upon certification of election results.
- b. That the City Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised City Charter. Further, that in the event that some, but not all, of the Charter Amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the City Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter Amendments are adopted at the same election, the

one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

- c. That following the adoption of the Charter Amendments, the City Clerk shall file the adopted Charter Amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

Section 9. Inclusion in the Charter. Subject to the requirements of Section 8 above, it is the intention of the City Council and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the City of Miami Springs and that the Sections of this Resolution and the proposed Charter Amendments may be renumbered or re-lettered to accomplish such intention.

Section 10. Severability. That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

Section 11. Conflicts. That in the event that the provisions of this Resolution conflict with any other City Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

Section 12. Effective Date. That this Resolution shall take effect immediately upon adoption.

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

Mayor Walter Fajet \_\_\_\_\_
Vice Mayor Joseph Dion \_\_\_\_\_
Councilmember Fabian Perez-Crespo \_\_\_\_\_
Councilmember Jorge Santin \_\_\_\_\_
Councilmember Orlando Lamas \_\_\_\_\_

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_

MAYOR WALTER FAJET

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**

**PROPOSED REVISIONS AND AMENDMENTS TO CITY CHARTER**

**The following document contains proposed revisions and amendments to the City of Miami Springs Charter as proposed by the City Council.**

Additions to the text are shown in highlighted **underline** and deletions are shown in highlighted **strikethrough**.

**CHARTER**

**ARTICLE I. POWERS**

\* \* \*

**Sec. 1.04. Limitation of powers.**

The powers of the city, in addition to limitations imposed by law, are further limited as follows:

- (1) The city may not otherwise dispose of that part of its real property now, or hereinafter held for parks, playgrounds, or other recreational facilities, except by ordinance passed by  $\frac{4}{5}$  vote of the City Council, after 2 public hearings.
- (2) The Council shall have and exercise all powers of the city not specifically conferred upon other officers and employees. It may delegate any power except the power to fix the rate of taxes, enact ordinances and resolutions, incur indebtedness, adopt a budget and appropriate money.
- (3) The Council may, by majority vote after 2 public hearings, change any existing zoning classification within the city, provided that notice of such proposed zoning change shall first be given to the inhabitants of the city in the following manner:
  - (a) Notice of each public hearing shall be published at least 10 days prior to each hearing in a newspaper of general circulation within the city.
  - (b) The entire text of the proposed zoning change shall be posted in a prominent place in public buildings for a period of at least 2 weeks prior to the date of the first newspaper publication, as follows:
    - (1) City hall,
    - (2) Recreation center gymnasium,
    - (3) The field house, and
    - (4) Any other building(s) designated by Council.
  - (c) Notice of the proposed zoning change shall be mailed to the electors of the city in accordance with the then most current voters registration list, which list shall be maintained as available to the public by the City Manager, and the cost of such mailing shall be borne by the applicant for such zoning change.
- (4) The City of Miami Springs shall not issue ad valorem bonds the outstanding total amount of which shall obligate the city in excess of 15 percent of the

47 assessed valuation of the real property within the City of Miami Springs for the  
48 total outstanding amount of said bonds issued by the city.

49  
50 (5) No portion of the Miami Springs Golf and Country Club Property, which is more  
51 particularly described in Official Records Book 17843, Pages 4410—4415, of  
52 the Miami-Dade County Public Records, shall be leased for any single period  
53 in excess of 5 years, re-zoned, sold, or otherwise conveyed, without first being  
54 approved and authorized by a majority of the qualified city electors voting in an  
55 election to consider any such actions.

56  
57 (6) Any building that includes more than 2 residential dwelling units shall not  
58 exceed 3 stories and a maximum of 40-feet in height.

59  
60 (a) The foregoing restriction shall not apply to buildings with residential units  
61 located east of East Drive within the Northwest 36th Street zoning district 0.  
62 The properties east of East Drive in the Northwest 36<sup>th</sup> Street zoning district  
63 are illustrated in the map attached hereto as Appendix A.

64  
65 This exception shall only apply to properties located east of East Drive in the  
66 Northwest 36th Street zoning district as the district exists as of [INSERT  
67 EFFECTIVE DATE OF CHARTER AMENDMENT, TO WIT: AUGUST X, 2026].  
68 This exception shall survive amendments to the Northwest 36<sup>th</sup> Street zoning  
69 district or the creation of any subdistricts.

70  
71 **ALTERNATIVE CHARTER LANGUAGE**

72  
73 (a) The foregoing restriction shall not apply to buildings with residential units  
74 located east of East Drive within the Northwest 36th Street zoning district. The  
75 properties east of East Drive in the Northwest 36<sup>th</sup> Street zoning district are  
76 illustrated in the map attached hereto as Appendix A.

77  
78 This exception shall only apply to properties located east of East Drive in the  
79 Northwest 36th Street zoning district as the district exists as of [INSERT  
80 EFFECTIVE DATE OF CHARTER AMENDMENT, TO WIT: AUGUST X, 2026].  
81 This exception shall survive amendments to the Northwest 36<sup>th</sup> Street zoning  
82 district or the creation of any subdistricts.

83  
84 Appendix A.  
85 Map of Properties East of East Drive in the Northwest 36<sup>th</sup> Street Zoning District  
86



87



# AGENDA MEMORANDUM

**Meeting Date:** 3/30/2026

**To:** The Honorable Mayor Walter Fajet and Members of the City Council

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

**From:** Omar Luna, Assistant City Manager

**Subject:** Activate Southeast Springs

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**Recommendation:**

Recommendation by City Manager that Council approve an expenditure in an amount not to exceed \$60,000.00, to Benamor Galvez, Inc., after receiving three quotes for Community Education and Engagement Services.

**Discussion:**

Based on the Activate Southeast Springs proposal, it is recommended that the City consider supporting a structured community education and engagement initiative to accompany any revitalization efforts along the NW 36th Street corridor.

Implementing a transparent civic education campaign could help bridge this gap by providing residents with clear information about the goals, potential benefits, and safeguards associated with corridor revitalization. The proposed six-month campaign emphasizes public engagement through town halls, stakeholder roundtables, visual planning materials, and consistent communication from city leadership.

Supporting this initiative may help the City build trust with residents, improve understanding of redevelopment strategies, and ensure that any future policy decisions regarding the corridor reflect informed community input. Additionally, proactive engagement may strengthen long-term economic vitality, improve safety through increased activity and investment, and reinforce local control over development decisions.

**RESOLUTION NO. 2026-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BNMR GLVZ, LLC FOR COMMUNITY EDUCATION AND ENGAGEMENT SERVICES FOR THE ACTIVATE SOUTHEAST MIAMI SPRINGS PROJECT IN AN AMOUNT NOT TO EXCEED \$60,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) has begun a community-drive project known as the “Activate Southeast Miami Springs Project” to transform the Northwest 36<sup>th</sup> Street Zoning District (the “District”) into a vibrant, connected, and welcoming district; and

**WHEREAS**, properties in the District have become increasingly disinvested and, as a result, are creating conditions that negatively affect the public health, safety, and general welfare of the City’s residents and visitors and which demand the commitment of a disproportionate amount of police resources; and

**WHEREAS**, as part of the Activate Southeast Miami Springs Project, the City is in the process of conducting stakeholder interviews, community workshops, and Council workshops to evaluate existing conditions and potential frameworks to encourage revitalization of the District, and has conducted the following public engagement activities to date:

- April through May 2024 – Stakeholder interviews;
- June 24, 2024 – Council presentation relating to stakeholder input and exploration of existing conditions;
- May 8, 2025 – Council presentation on the existing conditions and Council input;
- August 18 & 25, 2025 – Council presentation on the framework for potential changes;
- September 2-22, 2025 – Online survey on a framework for potential changes;
- September 24, 2025 – Council Workshop (Part 1) regarding recommended strategies and actions;

- October 6, 2025 – Council Workshop (Part 2) regarding recommended strategies, actions, and priorities

; and

**WHEREAS**, as a result of the Activate Southeast Miami Springs Project, the City Council has determined that the successful revitalization of properties in the District will require a comprehensive strategy to encourage and support new investments in the District, and will necessitate community education and engagement services (the “Services”); and

**WHEREAS**, in accordance with Section 31-11(C)(2) of the City’s Code of Ordinances (the “Code”), the City requested three quotes for the Services, anticipating that the good faith estimate total cost would not exceed \$100,000; and

**WHEREAS**, BNMR GLVZ, LLC (the “Consultant”) has provided the City with the lowest proposal (“Proposal”) for the Services needed by the City in the amount of \$60,000; and

**WHEREAS**, in accordance with Section 31-11(C)(2) of the City’s Code, the City Council desires to authorize the City Manager to negotiate and execute an agreement (“Agreement”) with the Consultant for the Services in an amount not to exceed \$60,000 in substantially the form attached hereto as Exhibit “A” and consistent with the Consultant’s 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. Authorization.** That the City Council hereby authorizes the City Manager to negotiate and execute the Agreement with the Consultant for the Services in an amount not to exceed \$60,000 in substantially the form attached hereto as Exhibit “A” and consistent with the Consultant’s Proposal, subject to approval by the City Attorney as to form, content, and legal sufficiency.

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

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Joseph Dion	_____
Councilmember Orlando Lamas	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dr. Walter Fajet  
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

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CITY OF MIAMI SPRINGS**

**AND**

**BNMR GLVZ, LLC**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **BNMR GLVZ, LLC**, a Florida limited liability company (hereinafter, the “Consultant”).

**WHEREAS**, the City desires certain **INSERT DESCRIPTION OF WHAT CITY NEEDS**; and

**WHEREAS**, the Consultant will perform services on behalf of the City, all as further set forth in the **Proposal dated \_\_\_\_\_, 2026, attached hereto as Exhibit “A”** (the “Services”); and

**WHEREAS**, the City and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the City and the Consultant agree as follows:

**1. Scope of Services.**

**1.1.** Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Services”).

**1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the City.

**2. Term/Commencement Date.**

**2.1.** The term of this Agreement shall be from the Effective Date through **INSERT LENGTH OF CONTRACT** thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the City Manager may renew this Agreement for **[X]** additional **[Y]** year periods on the same terms as set forth herein upon written notice to the Consultant.

**2.2.** Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

### **3. Compensation and Payment.**

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate, lump sum fee in the amount of \$XXXX.XX per month.

3.2. Consultant shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

### **4. Subconsultants.**

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

### **5. City's Responsibilities.**

5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

### **6. Consultant's Responsibilities; Representations and Warranties.**

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge,

expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

**6.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

## **7. Conflict of Interest.**

**7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

## **8. Termination.**

**8.1.** The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

**8.2.** Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.

**8.3.** In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

**8.4.** The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**8.5.** Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Council relative to the Services; and (iii) the City Council enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

## **9. Insurance.**

**9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. **If Professional Liability Insurance is required, the City shall select this box: .**

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

## **12. Indemnification.**

**12.1.** Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

## **15. Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

**16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

**16.3.** Upon request from the City’s custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

**16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

**16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**16.7.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**16.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**  
**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**

**17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

**18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**20. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

**21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the

Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**23. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**24. State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

**24.1. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**24.2. Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**24.3. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the

Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**24.4. Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**24.5. Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**26. Non-Exclusive Agreement.** The City reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

**27. Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable. **If compliance with this section is required, the City shall select this box: .**

**28. Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

**28.1.** First Priority: Base Agreement;

**28.2.** Second Priority: RFP No. XXXX (if applicable);

**28.3.** Third Priority: Exhibit A – Proposal (if applicable);

**28.4.** Fourth Priority: Exhibit B – Rate Schedule (if applicable);

**[Remainder of page intentionally left blank. Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**CITY OF MIAMI SPRINGS**

**CONSULTANT**

By: \_\_\_\_\_  
J.C. Jimenez, ICMA-CM  
City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Attest:

Title: \_\_\_\_\_

Entity: BNMR GLVZ, LLC

By: \_\_\_\_\_  
Erika Gonzalez, MMC  
City Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
City Attorney

**Addresses for Notice:**

City of Miami Springs  
Attn: City Manager  
201 Westward Drive  
Miami Springs, FL 33166  
305-805-5011 (telephone)  
jimenezjc@miamisprings-fl.gov (email)

**Addresses for Notice:**

BNMR GLVZ, LLC  
260 Westward Drive, Suite 202  
Miami Springs, FL 33166  
\_\_\_\_\_(telephone)  
\_\_\_\_\_(email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Haydee Sera, Esq.  
City of Miami Springs Attorney  
2800 Ponce de Leon Boulevard, 12<sup>th</sup> Floor  
Coral Gables, FL 33134  
hsera@wsh-law.com (email)

**With a copy to:**

BG PARTNERS LLC  
Registered Agent  
260 Westward Drive, Suite 202  
Miami Springs, FL 33166  
\_\_\_\_\_(telephone)  
\_\_\_\_\_(email)

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: BNMR GLVZ, LLC

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for BNMR GLVZ, LLC (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of BNMR GLVZ, LLC, a nongovernmental entity.
3. BNMR GLVZ, LLC does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: BNMR GLVZ, LLC

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for BNMR GLVZ, LLC (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual’s personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual’s personal identifying information.

1. BNMR GLVZ, LLC (“entity”) does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness #2 Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: BNMR GLVZ, LLC

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for BNMR GLVZ, LLC (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Scope of Services are those contained in the Proposal dated \_\_\_\_\_, 2026, attached hereto and incorporated herein by reference.

**OR**

The Scope of Services set forth herein shall collectively be referred to as the "Services." Specifically, Consultant's Services shall include, but not be limited to, the following:

# ACTIVATE SOUTHEAST SPRINGS

## Community Education & Engagement Plan

4-Month Strategic Corridor Revitalization Campaign



# THE MOMENT BEFORE US

Miami Springs stands at a structural inflection point. The 36th Street corridor needs a comprehensive revitalization strategy, and the opportunity to shape our future on our own terms is now.



## 36TH STREET CORRIDOR

The corridor needs revitalization to remain viable and serve our community



## PUBLIC SAFETY

Crime concentration remains high along the corridor, impacting quality of life



## ECONOMIC VITALITY

Sustainable retail requires activated streets and residential density to thrive



## AVIATION HERITAGE

A rich aviation history worth preserving and celebrating as community character



# THIS PROJECT IS MORE THAN ZONING

It's about revitalizing a quarter of our city.

## **LOCAL CONTROL**

Keeping decisions in the hands of Miami Springs residents

## **FISCAL SUSTAINABILITY**

Protecting our tax base before state policy changes the math

## **SAFER, ACTIVATED STREETS**

Replacing vacancy and neglect with life and foot traffic

## **LONG-TERM STEWARDSHIP**

Building a legacy our children and grandchildren will inherit

# COMMUNITY CONTEXT

Our residents hold two truths simultaneously, and this campaign must honor both.

## RESIDENTS WANT IMPROVEMENT

There's broad support for making 36th Street better

## RESIDENTS FEAR DENSITY

Change feels threatening to what makes our city special

## STRONG SMALL-TOWN IDENTITY

Neighbors know each other; community bonds run deep

## HIGH CIVIC PARTICIPATION

Residents show up, speak up, and hold leaders accountable

*"How do we improve 36th Street without overgrowing or losing who we are?"*

# THE CRITICAL CHALLENGE

Residents support revitalization conceptually but hesitate when confronted with height and density. The crux is clear:

- ❏ **Fear of irreversible change outweighs perceived benefit.**  
If fear dominates the conversation, community support will be difficult to achieve. The campaign must reframe the conversation entirely.

# WHAT SUCCESS LOOKS LIKE

## PRIMARY OBJECTIVE

Build broad community understanding and support for the Activate Southeast Springs corridor revitalization initiative through transparent, factual education.

## SECONDARY OBJECTIVES

- Increase corridor redevelopment favorability above 65%
- Increase documented resident engagements by 100%
- Establish lasting leadership credibility and transparency
- Translate technical zoning language into relatable community benefits



TARGET AUDIENCE

# WHO WE'RE SPEAKING TO



## **HOMESTEAD HOMEOWNERS**

Age 45+, long-term residents who are deeply property-value sensitive and protective of their community's character



## **BUSINESS OWNERS**

Local entrepreneurs who understand that corridor vibrancy directly impacts their bottom line and long-term viability



## **YOUNGER FAMILIES**

Newer residents and civic advocates who want a thriving, safe community for their children to grow up in

# UNDERSTANDING THE REAL CONCERNS

## **1 RESIDENTS HEAR 'DENSITY' AND REACT**

The concept triggers visceral resistance before the details are heard

## **3 THEY FEAR LOSING SMALL-TOWN CHARACTER**

The charm, the quiet streets, the neighborly feel, all perceived at risk

## **2 THEY FEAR OVERDEVELOPMENT**

They picture towering glass walls and traffic gridlock

## **4 THEY CHOSE MIAMI SPRINGS FOR STABILITY**

Miami Springs was a deliberate choice over Miami's urban sprawl

THE CORE INSIGHT

# RESIDENTS ARE NOT ANTI-GROWTH. THEY ARE ANTI-CHAOS.

The campaign must frame revitalization as **controlled, city-led, protective growth** not as a developer giveaway or a leap into the unknown.

# HOW WE FRAME THE CONVERSATION

**FOR  
MIAMI SPRINGS  
RESIDENTS WHO  
VALUE SAFETY,  
STABILITY, AND  
COMMUNITY  
CHARACTER.**

## **ACTIVATE SOUTHEAST SPRINGS IS:**

A comprehensive revitalization strategy designed to strengthen safety, property values, economic vitality, and neighborhood character along the 36th St corridor.

---

## **UNLIKE:**

Unplanned, developer-driven growth or long-term stagnation that erodes what we have today.

---

## **BECAUSE:**

It aligns zoning, economic development, infrastructure planning, and community heritage under local control, with tools beyond zoning alone.



MESSAGE ARCHITECTURE

# ACTIVATE SOUTHEAST SPRINGS. STRENGTHEN OUR FUTURE.



## SMART GROWTH, NOT OVERGROWTH

Thoughtful, context-sensitive development scaled to our community



## SAFER STREETS THROUGH ACTIVATION

More eyes on the street, more life on the corridor, less vacancy



## LOCAL CONTROL BEFORE IT'S TOO LATE

Deciding our future ourselves – not leaving it to Tallahassee

# A 4-MONTH CIVIC EDUCATION INITIATIVE

This is not a sales pitch, it is a structured civic education campaign built on three progressive phases that move residents from awareness to understanding to engagement.



## PHASE 1: INFORM

Build understanding through facts, visuals, and open dialogue with key community members



## PHASE 2: ALIGN

Connect the plan to residents' core values and concerns through transparent communication



## PHASE 3: ENGAGE

Activate community ambassadors and deepen resident participation in the revitalization vision

4-MONTH ROLLOUT

# FOUNDATION & EDUCATION

## APRIL: FOUNDATION

- Stakeholder workshop development
- Baseline sentiment analysis
- Messaging playbook + FAQ framework
- Website education hub launch
- Before/After corridor renderings
- Photo and Video Production

1

2

3

## JUNE: NARRATIVE EXPANSION

- Corridor history content series
- Round Table #2
- Mayor video message #2

## MAY: EDUCATION

- Safety heat maps
- Key Stakeholder Round Table #1
- Mayor video message #1

# ALIGNMENT & MOBILIZATION

## JULY: FISCAL CONTEXT

- Town Hall #1
- FAQ myth-busting campaign
- Earned media outreach
- Mayor video message #3

4

5

## AUGUST: REASSURANCE

- Data-driven safety messaging
- Door-to-door volunteer activation
- Final social push

# REACHING RESIDENTS WHERE THEY ARE

A multi-channel approach built on the P.O.E.T. model – ensuring no resident is left uninformed.



## **OWNED CHANNELS**

Dedicated website hub, email updates, town halls, and mayor roundtables



## **EARNED CHANNELS**

Local press coverage and trusted community influencer and podcast amplification



## **TEAM CHANNELS**

Trained volunteers and street ambassadors for personal, door-to-door engagement

CREATIVE DELIVERABLES

# WHAT WE'LL PRODUCE

Every deliverable is designed to educate, reassure, and activate, not to sell or spin.

## **3D RENDERINGS**

Contextual corridor  
visualizations

## **SAFETY INFOGRAPHICS**

Data-driven corridor safety  
visuals

## **ROUND TABLE & TOWN HALL**

Lead transparent, panel-  
based conversations

## **SHORT-FORM VIDEOS**

Mayor message +  
community story

## **SOCIAL + DIGITAL CONTENT**

Education series + creator amplification

# MEASURING WHAT MATTERS

Every decision will be tracked, measured, and reported monthly – because accountability builds trust.

## PRIMARY KPIS

01

---

### FAVORABILITY SHIFT

Tracking sentiment change via ZenCity

02

---

### ENGAGEMENT VOLUME

2,000+ documented resident touch points

03

---

### TOWN HALL ATTENDANCE

In-person participation rates

## SECONDARY KPIS

01

---

### WEBSITE DWELL TIME

Depth of digital engagement

02

---

### VOLUNTEER SIGN-UPS

Ground-level activation metrics

03

---

### MEDIA TONE

Press coverage sentiment analysis

04

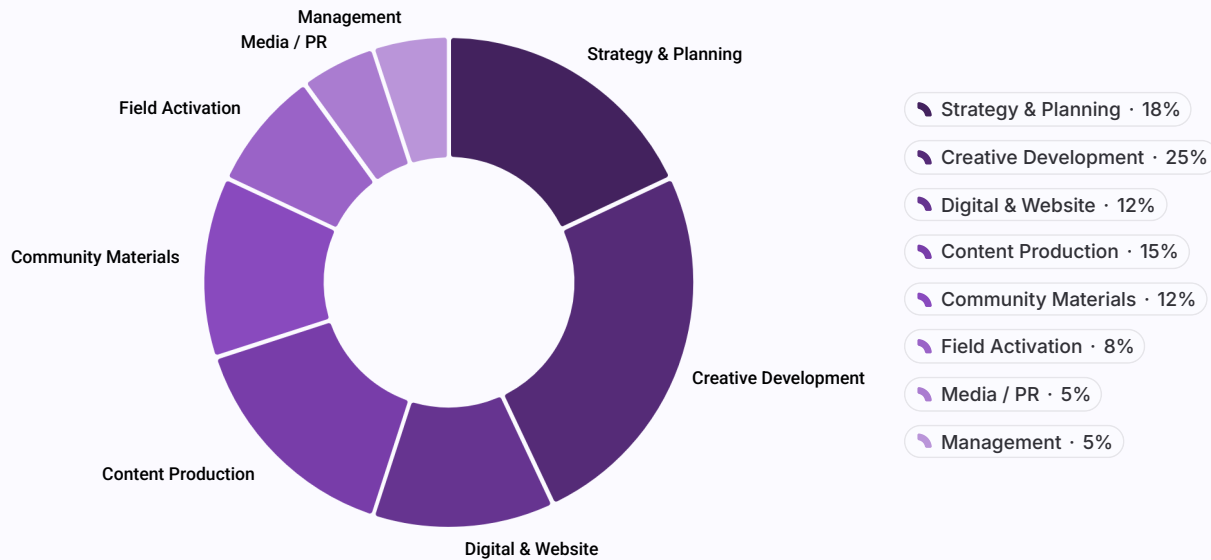
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### FAQ DOWNLOADS

Educational material adoption rates

BUDGET

# INVESTMENT SUMMARY



## PROFESSIONAL FEES: \$35,000

Every dollar is allocated to strategic, creative, and community-facing work.

## OUTREACH BUDGET: \$25,000

Outreach budget covers effort and initiatives to maximize the effort across Miami Springs Households

# CAMPAIGN ACTIVATION

April is where we build the entire campaign system, messaging, and creative infrastructure. That allows the remaining months to focus on efficient execution and community engagement rather than rebuilding assets along the way.



## **APRIL: FOUNDATION - \$35,000**

Core Focus: Build the Entire Campaign System

- Stakeholder Workshop Development & Facilitation
- Baseline Sentiment Analysis (ZenCity / internal inputs)
- Strategic Planning & Campaign Architecture
- Messaging Playbook + FAQ Framework
- Website Education Hub (design + launch)
- Before/After Corridor Renderings (visual system)
- Photo & Video Production (primary content capture)
- Creative Direction & Asset System Development
- Project Management & Cross-Team Coordination
- Corridor Content Series (content development)

# CAMPAIGN ACTIVATION



## **MAY: EDUCATION – \$7,500**

- Safety Heat Map Development & Visualization
- Key Stakeholder Roundtable #1 (planning + execution)
- Mayor Video Message #1 (edit + distribution)
- Website Content Expansion
- Initial Social & Content Deployment
- Earned Media Outreach (press coordination)
- Ongoing Project Management



## **JUNE: NARRATIVE EXPANSION – \$7,500**

- Roundtable #2 (stakeholder engagement)
- Mayor Video Message #2 (edit + distribution)
- Content Adaptation Across Channels
- Earned Media Outreach (press coordination)
- Campaign Optimization

# CAMPAIGN ACTIVATION



## **JULY: FISCAL CONTEXT - \$5,000**

- Town Hall (production + coordination)
- FAQ Myth-Busting Campaign (content + distribution)
- Mayor Video Message #3 (edit + distribution)
- Infographic Development (if needed for fiscal clarity)
- Messaging Refinement Based on Sentiment



## **AUGUST: REASSURANCE - \$5,000**

- Data-Driven Safety Messaging Campaign
- Door-to-Door Volunteer Activation (materials + scripts)
- Final Social & Digital Push
- Content Reinforcement (high-frequency deployment)
- Field Coordination Support
- Final Campaign Management & Rapid Response

# TRANSPARENCY IS THE STRATEGY

This is civic stewardship, not persuasion theater. Every element of this campaign is built for public scrutiny because trust is the most valuable asset we can earn.



## FULL PUBLIC FAQ

Complete, honest answers to every question published and accessible to all



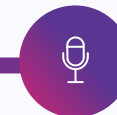
## REGULAR UPDATES

Consistent communication cadence so residents are never left guessing



## OPEN DATA VISUALS

Public-facing dashboards with real numbers not spin



## STRUCTURED TOWN HALLS

Facilitated forums designed for genuine two-way dialogue

WHY BENAMOR GALVEZ

# WHY BENAMOR GALVEZ

## **DEEP MUNICIPAL EXPERIENCE**

Proven track record in civic engagement and municipal communications we understand the unique dynamics of local government

## **COMMUNITY-FIRST APPROACH**

We listen before we speak. Resident trust is the foundation of everything we build

## **DATA-DRIVEN DISCIPLINE**

Every message is tested, measured, and refined not based on instinct alone

## **STRUCTURED EXECUTION**

From strategy to creative to deployment a repeatable process that delivers results on schedule

# READY TO LAUNCH

With scope approval, we can have this campaign operational within 30 days. Here's the immediate path forward.



☐ **Target launch: Within 30 days of approval.**



# THANK YOU

This proposal contains proprietary and confidential information, including strategies and know-how, that is the property of Benamor Galvez. It is provided solely for the recipient's evaluation. Any disclosure, reproduction, or distribution without prior written consent from Benamor Galvez is prohibited.

**Re: Your inquiry with rbb Communications**

---

**From** Amanda Magistad <amanda.magistad@rbbcommunications.com>

**Date** Mon 3/23/2026 5:57 PM

**To** Omar Luna <lunao@miamisprings-fl.gov>

Hi Omar,

Thank you again for your time and for sharing more about the City's plans for the 36th Street corridor project. We appreciate the opportunity to be considered.

After careful internal review, we've decided to step back from pursuing this opportunity. Based on the range of quotes the City has already received, we don't believe we would be the most competitive partner for the scope and budget parameters currently being considered.

We have great respect for this initiative and the importance of ensuring residents are well-informed, and we truly wish you and the City the very best as you move forward.

Thank you again for thinking of rbb, and we hope there may be an opportunity to connect in the future.

Warm regards,

Amanda

**Amanda Magistad**

**Integrated Marketing Manager**

355 Alhambra Cir #800, Miami, FL 33134

305-445-6264

★ **Six-Time Agency of The Year**

**rbb Communications | Champion of Break-Out Brands™**

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[Instagram](#) [LinkedIn](#) [Facebook](#)

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**From:** Omar Luna <lunao@miamisprings-fl.gov>

**Date:** Wednesday, March 18, 2026 at 7:41 AM

**To:** Amanda Magistad <amanda.magistad@rbbcommunications.com>

**Subject:** Re: Your inquiry with rbb Communications

No worries. I completely understand.

OL

Sent from my iPhone

February 24, 2026

Dear Omar,

Thank you for the opportunity to learn more about the proposed 36th Street revitalization initiative and the upcoming August referendum. We appreciate the City's proactive approach in recognizing that complex zoning and Charter amendments require public education.

Based on our initial discussion and review of materials, it is clear that a public education campaign is critical to ensuring residents are informed ahead of the August vote. In historic communities such as Miami Springs, this level of clarity is important.

The proposal below outlines a phased Civic Education and Community Engagement Strategy designed to simplify complex information, address misinformation and create opportunities for resident engagement ahead of the August vote.

All communications developed under this engagement will be educational, developed in both English and Spanish, and informational in nature and structured to comply with applicable municipal and election regulations. We recommend final review by City legal counsel prior to distribution of public-facing materials.

We look forward to the opportunity to partner with the City on this initiative.

Cheers,

A handwritten signature in cursive script that reads "Rachel Pinzur".

Rachel Pinzur  
Founder & President  
Pinzur Communications

# CITY OF MIAMI SPRINGS

## Community Education & Engagement Strategy

### 36th Street Revitalization Referendum

Submitted by Pinzur Communications on February 24, 2026

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#### Executive Summary

The City of Miami Springs is preparing to present a proposed Charter amendment to voters related to height and residential unit limitations within defined areas of the NW 36th Street corridor and adjacent tracts.

Referendum measures involving height, density and zoning terminology can generate confusion, misinformation and heightened sensitivity, particularly within historic communities. Without a strategic educational campaign, public perception can be shaped by misinformation rather than verified facts.

Pinzur Communications proposes a phased Civic Education and Community Engagement approach that prioritizes clarity, transparency and meaningful dialogue.

This strategy is designed to simplify technical language, clearly define impact and provide residents with multiple opportunities to ask questions and access accurate information. It also prioritizes “showing, not telling” through clear visuals and short educational video content that helps residents understand what exists today and what is being proposed.

---

#### What This Solves

The goal is to address the following key challenges:

- Confusion around technical Charter and zoning language
- Misinformation circulating on digital platforms
- Historic preservation sensitivities within the community
- Overreliance on social media as the primary communication channel
- Limited internal communications infrastructure
- Need for professional-quality, easy-to-understand materials that can be shared consistently by City leadership across communication platforms

By establishing clear messaging, consistent engagement opportunities and multi-channel education tools, the City can reduce confusion and strengthen institutional trust regardless of the referendum outcome.

---

#### Scope of Work

##### Phase 1: Discovery

- Review of referendum language and supporting documentation
- Sentiment analysis using available digital listening tools, including ZenCity data if accessible

- Manual social listening and review of recurring topics  
Review of prior election participation trends including turnout patterns, where available
- Stakeholder interviews with City leadership, Planning staff and Police Chief
- Identification of common resident concerns and misinformation themes
- Identification of key community stakeholder groups and trusted neighborhood voices

## Phase 2: Messaging

- Development of bilingual plain-language referendum explainer; What This Changes vs. What This Does Not Change; Myth vs. Fact content series
- Simplified district boundary visuals
- Height comparison graphics to illustrate current vs proposed limits
- Comprehensive FAQs - continuously updated on city website to address recurring misinformation
- One-page “quick facts” handout designed for easy sharing/printing
- Data-informed public safety information
- Messaging alignment that emphasizes defined boundaries and preservation
- Talking points and anticipated Q&As for city commissioners, city staff and front desk/call-center staff to help address resident questions

## Phase 3: Civic Education Rollout (May-August)

- Website landing page content development
- Email/newsletter content
- Educational video series featuring City Manager, Police Chief and subject matter experts
- Short-form educational clips for digital distribution
- Ongoing social media content aligned with messaging
- Town hall meeting communications support (pre-event promo, talking points, anticipated Q&A, follow-up recap messaging)
- River Cities Festival on-site education support (messaging, signage copy, QR code linking back to landing page, staff talking points)
- Printable one-page educational explainer for distribution
- Flyer/poster copy with QR codes for city hall, community center, libraries, local businesses and high-traffic areas
- Community “Ambassador” outreach support; identify, recruit and equip a small group of trusted stakeholders with a simple education tool kit to help share accurate information
- Ongoing monitoring of misinformation and continual clarification
- Local media outreach
- Post-election statement following vote with outcome

---

## Investment

### Option 1

Core Civic Education Strategy

Includes Phases 1 and 2 plus limited rollout components

Investment: \$55,000

Includes: discovery, risk assessment, messaging toolkit, FAQs, glossary, quick facts, and a limited set of rollout-ready copy and templates

Does not include paid video production or graphic design

**Option 2****Comprehensive Community Engagement Campaign**

Includes all phases and expanded execution support through Election Day, including bilingual rollout materials, video strategy support, town hall communications support, ongoing monitoring and rapid-response guidance

Investment: \$82,000

Includes: rollout execution support (website copy, social content planning, myth vs. fact series, community event toolkit, commissioner/staff share toolkit, and ambassador outreach support)

Does not include paid video production or graphic design

**Optional Add-Ons**

- Graphic Design: \$1,200-\$6,000 (final quote based on deliverables)
- Video Production: \$6,000-\$18,000+ (final quote based on number of videos and scope)

A detailed payment schedule can be provided upon selection of scope.

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**Final Thoughts**

Public referendums involving zoning and height parameters require clear, accessible communication. In a community like Miami Springs, where history and neighborhood character are deeply valued, residents expect thorough and consistent information before making decisions that shape the city's future.

This proposal is designed to support the City of Miami Springs in providing transparent, fact-based information that enables residents to make an informed decision in August.

We appreciate the opportunity to be considered for this important initiative and look forward to next steps.